



Livingston City Commission Agenda

October 01, 2019

5:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

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

6. Consent Items

- A. RATIFY CLAIMS FROM 09/15/2019-09/30/2019. PG. 5**
- B. APPROVE MINUTES FROM SEPTEMBER 17, 2019 CITY COMMISSION MEETING PG. 20**
- C. APPROVE APPLICATION FOR SPECIAL PARKING SPACE FOR DICK EGGAR. PG. 23**

7. Proclamations

8. Scheduled Public Comment

- A. SCHEDULED PUBLIC COMMENT: MARY PLEAS WAGING WAR WITH SEWAGE PRESENTATION TO LIVINGSTON CITY COMMISSION. PG. 27**

9. Public Hearings

10. Ordinances

- A. ORDINANCE NO. 2083 REPEALING CHAPTER 2 SECTION IV SECTIONS 2-47 THROUGH 2-53 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED DEPARTMENTS. PG. 39**

11. Resolutions

- A. RESOLUTION NO. 4883: A RESOLUTION OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA ACCEPTING THE PRELIMINARY ENGINEERING REPORT (PER) FROM TD&H ENGINEERING (TD&H) REGARDING THE LIVINGSTON WASTEWATER COLLECTION SYSTEM, AND ACCEPTING RECOMMENDED IMPROVEMENTS BASED ON ENGINEERS PRELIMINARY ENGINEERING REPORT. PG. 45**
- B. RESOLUTION NO. 4884: A RESOLUTION OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH BURTON PLANNING SERVICES, FOR THE CITY'S GROWTH POLICY UPDATE. PG. 50**

12. Action Items

A. ACTION: SCHEDULING OCTOBER COMMISSIONER LISTENING SESSION.

B. DISCUSS/APPROVE/DENY- APPROVING LIVINGSTON CONSERVATION BOARD FINAL DRAFT BY-LAWS. PG. 67

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

OCTOBER
2019

CALENDAR MONTH OCTOBER
CALENDAR YEAR 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	29	30	1	2	3	4 5	
			MLCT Conference, Billings Convention Center				
	6	7	8	9	10	11 12	
		Historic Preservation Commision Meeting 3:30pm City Zoning Commission 5:30pm				O Street trail project complete	
	13	14	15	16	17	18 19	
	Angel Line Board Meeting 1:30pm		Library Board Meeting 4PM Planning Board mtg 5:30PM Sister City Board Mtg. 7PM				
	20	21	22	23	24	25 26	
			Parks and Trails Committee Meeting 6:00pm				
	27	28	29	30	31	1 2	
				Happy Halloween			

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.

Item Attachment Documents:

- A. RATIFY CLAIMS FROM 09/15/2019-09/30/2019.**

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
10	MOBILE REPAIR & WELDI	30393	Auger Flight	1	08/14/2019	303.58	.00	303.58	89730	09/10/2019
		30434	Lift Station Brackets	1	08/29/2019	928.75	.00	928.75	89730	09/10/2019
		30442	Wheel on Compost Vessel	1	09/04/2019	206.16	.00	206.16	89730	09/10/2019
Total 10:						1,438.49	.00	1,438.49		
22	ALL SERVICE TIRE & ALI	57671	Flat repair	1	08/23/2019	15.00	.00	15.00	89574	08/29/2019
Total 22:						15.00	.00	15.00		
23	CARQUEST AUTO PARTS	1912-452323	Def Fluid	1	08/29/2019	170.00	.00	170.00	89711	09/10/2019
Total 23:						170.00	.00	170.00		
54	GATEWAY OFFICE SUPP	45747	Supplies	1	08/26/2019	111.80	.00	111.80	89756	09/17/2019
		45818	Supplies	1	09/04/2019	12.91	.00	12.91	89716	09/10/2019
		45903	Supplies	1	09/10/2019	46.00	.00	46.00	89756	09/17/2019
Total 54:						170.71	.00	170.71		
55	LIVINGSTON HEALTH CA	0017167	Patient Supplies	1	08/28/2019	14.31	.00	14.31	89727	09/10/2019
		0017297	IO Driver	1	08/23/2019	314.50	.00	314.50	89727	09/10/2019
		4050463	Patient Supplies	1	08/21/2019	6.16	.00	6.16	89727	09/10/2019
Total 55:						334.97	.00	334.97		
59	NORTHERN ENERGY	3096063642	Tank Rent	1	08/31/2019	103.00	.00	103.00	89734	09/10/2019
Total 59:						103.00	.00	103.00		
63	HOUSE OF CLEAN	241322-00	Cleaning Supplies	1	09/04/2019	63.47	.00	63.47	89771	09/24/2019
Total 63:						63.47	.00	63.47		
87	BILLINGS GAZETTE	1020001972	annual subscription	1	08/13/2019	640.00	.00	640.00	89766	09/24/2019
Total 87:						640.00	.00	640.00		
102	INDUSTRIAL TOWEL	01220	Finance Office	1	08/29/2019	35.12	.00	35.12	89719	09/10/2019
		02619	Towel Service	1	09/12/2019	14.86	.00	14.86	89772	09/24/2019
Total 102:						49.98	.00	49.98		
122	DEPARTMENT OF REVEN	DICK ANDE	DAC Draw 1 Gross rec	1	09/10/2019	2,870.54	.00	2,870.54	89751	09/17/2019
Total 122:						2,870.54	.00	2,870.54		
146	LIVINGSTON ENTERPRIS	159128	Ordinance No. 2081	1	08/02/2019	58.50	.00	58.50	89726	09/10/2019
		159129	Ordinance No. 2080	1	08/02/2019	55.25	.00	55.25	89726	09/10/2019
		159386	Bids for Ambulance	1	08/14/2019	498.00	.00	498.00	89726	09/10/2019
		159523	Resolution No. 4874	1	08/20/2019	45.50	.00	45.50	89726	09/10/2019
		426	Subscription - 414 E Callen	1	09/04/2019	129.00	.00	129.00	89726	09/10/2019

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 146:						786.25	.00	786.25		
162	CENTURYLINK	406-222-924	WWTP Fax	1	09/04/2019	363.32	.00	363.32	89796	09/25/2019
Total 162:						363.32	.00	363.32		
199	DEMCO	6673569	flash drives, crates	1	09/03/2019	201.23	.00	201.23	89769	09/24/2019
Total 199:						201.23	.00	201.23		
250	INSTY-PRINTS	32072	Business cards	1	09/02/2019	21.95	.00	21.95	89759	09/17/2019
Total 250:						21.95	.00	21.95		
255	PARK COUNTY HEALTH	064	Immunizations - Townsend	1	09/11/2019	65.00	.00	65.00	89762	09/17/2019
Total 255:						65.00	.00	65.00		
272	PARK COUNTY	1122	Mow Complex Lawn 37%-	1	09/05/2019	118.40	.00	118.40	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	2	09/05/2019	116.92	.00	116.92	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	3	09/05/2019	46.77	.00	46.77	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	4	09/05/2019	23.38	.00	23.38	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	5	09/05/2019	23.38	.00	23.38	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	6	09/05/2019	26.89	.00	26.89	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	7	09/05/2019	46.77	.00	46.77	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	8	09/05/2019	46.77	.00	46.77	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	9	09/05/2019	70.15	.00	70.15	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	10	09/05/2019	350.73	.00	350.73	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	11	09/05/2019	327.34	.00	327.34	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	12	09/05/2019	19.88	.00	19.88	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	13	09/05/2019	23.38	.00	23.38	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	14	09/05/2019	12.15	.00	12.15	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	15	09/05/2019	70.15	.00	70.15	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	16	09/05/2019	210.45	.00	210.45	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	17	09/05/2019	12.15	.00	12.15	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	18	09/05/2019	70.15	.00	70.15	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	19	09/05/2019	14.03	.00	14.03	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	20	09/05/2019	35.06	.00	35.06	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	21	09/05/2019	23.38	.00	23.38	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	22	09/05/2019	17.77	.00	17.77	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	23	09/05/2019	11.68	.00	11.68	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	24	09/05/2019	93.53	.00	93.53	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	25	09/05/2019	23.38	.00	23.38	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	26	09/05/2019	14.03	.00	14.03	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	27	09/05/2019	46.77	.00	46.77	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	28	09/05/2019	46.77	.00	46.77	89736	09/10/2019
		1122	Ph/Int Oth Sites-Aug-19	29	09/05/2019	327.36	.00	327.36	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	30	09/05/2019	69.24	.00	69.24	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	31	09/05/2019	27.70	.00	27.70	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	32	09/05/2019	13.85	.00	13.85	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	33	09/05/2019	13.85	.00	13.85	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	34	09/05/2019	15.92	.00	15.92	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	35	09/05/2019	27.70	.00	27.70	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	36	09/05/2019	27.70	.00	27.70	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	37	09/05/2019	41.54	.00	41.54	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	38	09/05/2019	207.70	.00	207.70	89736	09/10/2019

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		1122	Ph/Int 23.5% to Oct'21-Aug	39	09/05/2019	193.86	.00	193.86	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	40	09/05/2019	11.77	.00	11.77	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	41	09/05/2019	13.85	.00	13.85	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	42	09/05/2019	7.20	.00	7.20	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	43	09/05/2019	41.54	.00	41.54	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	44	09/05/2019	124.63	.00	124.63	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	45	09/05/2019	7.20	.00	7.20	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	46	09/05/2019	41.54	.00	41.54	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	47	09/05/2019	8.31	.00	8.31	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	48	09/05/2019	20.77	.00	20.77	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	49	09/05/2019	13.85	.00	13.85	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	50	09/05/2019	10.52	.00	10.52	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	51	09/05/2019	6.92	.00	6.92	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	52	09/05/2019	55.39	.00	55.39	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	53	09/05/2019	13.85	.00	13.85	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	54	09/05/2019	8.31	.00	8.31	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	55	09/05/2019	27.70	.00	27.70	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	56	09/05/2019	27.70	.00	27.70	89736	09/10/2019
		1122	Ph/Int 23.5% to Oct'21-Aug	57	09/05/2019	193.83	.00	193.83	89736	09/10/2019
		1122	Analog Line- Lobby Elevat	58	09/05/2019	7.33	.00	7.33	89736	09/10/2019
		1122	LONG DISTANCE- July- Ci	59	09/05/2019	17.77	.00	17.77	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	60	09/05/2019	90.42	.00	90.42	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	61	09/05/2019	36.17	.00	36.17	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	62	09/05/2019	18.08	.00	18.08	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	63	09/05/2019	18.08	.00	18.08	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	64	09/05/2019	20.80	.00	20.80	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	65	09/05/2019	36.17	.00	36.17	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	66	09/05/2019	36.17	.00	36.17	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	67	09/05/2019	54.25	.00	54.25	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	68	09/05/2019	271.25	.00	271.25	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	69	09/05/2019	253.17	.00	253.17	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	70	09/05/2019	15.37	.00	15.37	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	71	09/05/2019	18.08	.00	18.08	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	72	09/05/2019	9.40	.00	9.40	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	73	09/05/2019	54.25	.00	54.25	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	74	09/05/2019	162.76	.00	162.76	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	75	09/05/2019	9.40	.00	9.40	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	76	09/05/2019	54.25	.00	54.25	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	77	09/05/2019	10.85	.00	10.85	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	78	09/05/2019	27.12	.00	27.12	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	79	09/05/2019	18.08	.00	18.08	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	80	09/05/2019	13.74	.00	13.74	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	81	09/05/2019	9.03	.00	9.03	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	82	09/05/2019	72.34	.00	72.34	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	83	09/05/2019	18.08	.00	18.08	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	84	09/05/2019	10.85	.00	10.85	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	85	09/05/2019	36.17	.00	36.17	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	86	09/05/2019	36.17	.00	36.17	89736	09/10/2019
		1122	Smartnet Hrdwr Renewal-	87	09/05/2019	253.22	.00	253.22	89736	09/10/2019
		1122	Paper Recycling- July COL	88	09/05/2019	64.75	.00	64.75	89736	09/10/2019
		1122	Janitorial Svc & Supplies- J	89	09/05/2019	2,141.92	.00	2,141.92	89736	09/10/2019
		1122	On Call Support- 50%, July	90	09/05/2019	8.56	.00	8.56	89736	09/10/2019
		1122	On Call Support- 50%, July	91	09/05/2019	3.42	.00	3.42	89736	09/10/2019
		1122	On Call Support- 50%, July	92	09/05/2019	1.71	.00	1.71	89736	09/10/2019
		1122	On Call Support- 50%, July	93	09/05/2019	1.71	.00	1.71	89736	09/10/2019
		1122	On Call Support- 50%, July	94	09/05/2019	1.97	.00	1.97	89736	09/10/2019
		1122	On Call Support- 50%, July	95	09/05/2019	3.42	.00	3.42	89736	09/10/2019

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		1122	On Call Support- 50%, July	96	09/05/2019	3.42	.00	3.42	89736	09/10/2019
		1122	On Call Support- 50%, July	97	09/05/2019	5.14	.00	5.14	89736	09/10/2019
		1122	On Call Support- 50%, July	98	09/05/2019	25.68	.00	25.68	89736	09/10/2019
		1122	On Call Support- 50%, July	99	09/05/2019	23.97	.00	23.97	89736	09/10/2019
		1122	On Call Support- 50%, July	100	09/05/2019	1.46	.00	1.46	89736	09/10/2019
		1122	On Call Support- 50%, July	101	09/05/2019	1.71	.00	1.71	89736	09/10/2019
		1122	On Call Support- 50%, July	102	09/05/2019	.89	.00	.89	89736	09/10/2019
		1122	On Call Support- 50%, July	103	09/05/2019	5.14	.00	5.14	89736	09/10/2019
		1122	On Call Support- 50%, July	104	09/05/2019	15.41	.00	15.41	89736	09/10/2019
		1122	On Call Support- 50%, July	105	09/05/2019	.89	.00	.89	89736	09/10/2019
		1122	On Call Support- 50%, July	106	09/05/2019	5.14	.00	5.14	89736	09/10/2019
		1122	On Call Support- 50%, July	107	09/05/2019	1.03	.00	1.03	89736	09/10/2019
		1122	On Call Support- 50%, July	108	09/05/2019	2.57	.00	2.57	89736	09/10/2019
		1122	On Call Support- 50%, July	109	09/05/2019	1.71	.00	1.71	89736	09/10/2019
		1122	On Call Support- 50%, July	110	09/05/2019	1.30	.00	1.30	89736	09/10/2019
		1122	On Call Support- 50%, July	111	09/05/2019	.86	.00	.86	89736	09/10/2019
		1122	On Call Support- 50%, July	112	09/05/2019	6.85	.00	6.85	89736	09/10/2019
		1122	On Call Support- 50%, July	113	09/05/2019	1.71	.00	1.71	89736	09/10/2019
		1122	On Call Support- 50%, July	114	09/05/2019	1.03	.00	1.03	89736	09/10/2019
		1122	On Call Support- 50%, July	115	09/05/2019	3.42	.00	3.42	89736	09/10/2019
		1122	On Call Support- 50%, July	116	09/05/2019	3.42	.00	3.42	89736	09/10/2019
		1122	On Call Support- 50%, July	117	09/05/2019	23.96	.00	23.96	89736	09/10/2019
		1122	Install LED Fixture- Mail Ro	118	09/05/2019	72.15	.00	72.15	89736	09/10/2019
		1122	SCREW RIVETS- 37%	119	09/05/2019	5.56	.00	5.56	89736	09/10/2019
		1122	Trash Bags, Disinfectant, 3	120	09/05/2019	11.54	.00	11.54	89736	09/10/2019
		1122	GFCI OUTLET TESTER 37	121	09/05/2019	3.70	.00	3.70	89736	09/10/2019
		1122	Batteries, Trash Bags, 37%	122	09/05/2019	11.83	.00	11.83	89736	09/10/2019
		1122	Glue, Mntg Tape, Staples 3	123	09/05/2019	15.60	.00	15.60	89736	09/10/2019
		1122	Annual RescueAssist Rem	124	09/05/2019	48.43	.00	48.43	89736	09/10/2019
		1122	Annual RescueAssist Rem	125	09/05/2019	19.37	.00	19.37	89736	09/10/2019
		1122	Annual RescueAssist Rem	126	09/05/2019	9.69	.00	9.69	89736	09/10/2019
		1122	Annual RescueAssist Rem	127	09/05/2019	9.69	.00	9.69	89736	09/10/2019
		1122	Annual RescueAssist Rem	128	09/05/2019	11.14	.00	11.14	89736	09/10/2019
		1122	Annual RescueAssist Rem	129	09/05/2019	19.37	.00	19.37	89736	09/10/2019
		1122	Annual RescueAssist Rem	130	09/05/2019	19.37	.00	19.37	89736	09/10/2019
		1122	Annual RescueAssist Rem	131	09/05/2019	29.06	.00	29.06	89736	09/10/2019
		1122	Annual RescueAssist Rem	132	09/05/2019	145.27	.00	145.27	89736	09/10/2019
		1122	Annual RescueAssist Rem	133	09/05/2019	135.58	.00	135.58	89736	09/10/2019
		1122	Annual RescueAssist Rem	134	09/05/2019	8.23	.00	8.23	89736	09/10/2019
		1122	Annual RescueAssist Rem	135	09/05/2019	9.69	.00	9.69	89736	09/10/2019
		1122	Annual RescueAssist Rem	136	09/05/2019	5.03	.00	5.03	89736	09/10/2019
		1122	Annual RescueAssist Rem	137	09/05/2019	29.06	.00	29.06	89736	09/10/2019
		1122	Annual RescueAssist Rem	138	09/05/2019	87.17	.00	87.17	89736	09/10/2019
		1122	Annual RescueAssist Rem	139	09/05/2019	5.03	.00	5.03	89736	09/10/2019
		1122	Annual RescueAssist Rem	140	09/05/2019	29.06	.00	29.06	89736	09/10/2019
		1122	Annual RescueAssist Rem	141	09/05/2019	5.81	.00	5.81	89736	09/10/2019
		1122	Annual RescueAssist Rem	142	09/05/2019	14.52	.00	14.52	89736	09/10/2019
		1122	Annual RescueAssist Rem	143	09/05/2019	9.69	.00	9.69	89736	09/10/2019
		1122	Annual RescueAssist Rem	144	09/05/2019	7.36	.00	7.36	89736	09/10/2019
		1122	Annual RescueAssist Rem	145	09/05/2019	4.84	.00	4.84	89736	09/10/2019
		1122	Annual RescueAssist Rem	146	09/05/2019	38.74	.00	38.74	89736	09/10/2019
		1122	Annual RescueAssist Rem	147	09/05/2019	9.69	.00	9.69	89736	09/10/2019
		1122	Annual RescueAssist Rem	148	09/05/2019	5.81	.00	5.81	89736	09/10/2019
		1122	Annual RescueAssist Rem	149	09/05/2019	19.37	.00	19.37	89736	09/10/2019
		1122	Annual RescueAssist Rem	150	09/05/2019	19.37	.00	19.37	89736	09/10/2019
		1122	Annual RescueAssist Rem	151	09/05/2019	135.56	.00	135.56	89736	09/10/2019
		1122	Angle Tool & Fasteners 37	152	09/05/2019	10.90	.00	10.90	89736	09/10/2019

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		1122	Jul-Power Bill	153	09/05/2019	2,265.61	.00	2,265.61	89736	09/10/2019
		1122	Down Payment on HVAC R	154	09/05/2019	8,966.95	.00	8,966.95	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	155	09/05/2019	27.75	.00	27.75	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	156	09/05/2019	11.10	.00	11.10	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	157	09/05/2019	5.55	.00	5.55	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	158	09/05/2019	5.55	.00	5.55	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	159	09/05/2019	6.38	.00	6.38	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	160	09/05/2019	11.10	.00	11.10	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	161	09/05/2019	11.10	.00	11.10	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	162	09/05/2019	16.65	.00	16.65	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	163	09/05/2019	83.25	.00	83.25	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	164	09/05/2019	77.70	.00	77.70	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	165	09/05/2019	4.72	.00	4.72	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	166	09/05/2019	5.55	.00	5.55	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	167	09/05/2019	2.88	.00	2.88	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	168	09/05/2019	16.65	.00	16.65	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	169	09/05/2019	49.95	.00	49.95	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	170	09/05/2019	2.88	.00	2.88	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	171	09/05/2019	16.65	.00	16.65	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	172	09/05/2019	3.33	.00	3.33	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	173	09/05/2019	8.32	.00	8.32	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	174	09/05/2019	5.55	.00	5.55	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	175	09/05/2019	4.22	.00	4.22	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	176	09/05/2019	2.77	.00	2.77	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	177	09/05/2019	22.20	.00	22.20	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	178	09/05/2019	5.55	.00	5.55	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	179	09/05/2019	3.33	.00	3.33	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	180	09/05/2019	11.10	.00	11.10	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	181	09/05/2019	11.10	.00	11.10	89736	09/10/2019
		1122	Install Lock- Youth Prob Off	182	09/05/2019	77.72	.00	77.72	89736	09/10/2019
		1122	SmartCop Maint/License-	183	09/05/2019	20,188.33	.00	20,188.33	89736	09/10/2019
		1122	Remote Server Monitor-50	184	09/05/2019	12.09	.00	12.09	89736	09/10/2019
		1122	Remote Server Monitor-50	185	09/05/2019	4.84	.00	4.84	89736	09/10/2019
		1122	Remote Server Monitor-50	186	09/05/2019	2.42	.00	2.42	89736	09/10/2019
		1122	Remote Server Monitor-50	187	09/05/2019	2.42	.00	2.42	89736	09/10/2019
		1122	Remote Server Monitor-50	188	09/05/2019	2.78	.00	2.78	89736	09/10/2019
		1122	Remote Server Monitor-50	189	09/05/2019	4.84	.00	4.84	89736	09/10/2019
		1122	Remote Server Monitor-50	190	09/05/2019	4.84	.00	4.84	89736	09/10/2019
		1122	Remote Server Monitor-50	191	09/05/2019	7.26	.00	7.26	89736	09/10/2019
		1122	Remote Server Monitor-50	192	09/05/2019	36.28	.00	36.28	89736	09/10/2019
		1122	Remote Server Monitor-50	193	09/05/2019	33.86	.00	33.86	89736	09/10/2019
		1122	Remote Server Monitor-50	194	09/05/2019	2.06	.00	2.06	89736	09/10/2019
		1122	Remote Server Monitor-50	195	09/05/2019	2.42	.00	2.42	89736	09/10/2019
		1122	Remote Server Monitor-50	196	09/05/2019	1.26	.00	1.26	89736	09/10/2019
		1122	Remote Server Monitor-50	197	09/05/2019	7.26	.00	7.26	89736	09/10/2019
		1122	Remote Server Monitor-50	198	09/05/2019	21.77	.00	21.77	89736	09/10/2019
		1122	Remote Server Monitor-50	199	09/05/2019	1.26	.00	1.26	89736	09/10/2019
		1122	Remote Server Monitor-50	200	09/05/2019	7.26	.00	7.26	89736	09/10/2019
		1122	Remote Server Monitor-50	201	09/05/2019	1.45	.00	1.45	89736	09/10/2019
		1122	Remote Server Monitor-50	202	09/05/2019	3.63	.00	3.63	89736	09/10/2019
		1122	Remote Server Monitor-50	203	09/05/2019	2.42	.00	2.42	89736	09/10/2019
		1122	Remote Server Monitor-50	204	09/05/2019	1.84	.00	1.84	89736	09/10/2019
		1122	Remote Server Monitor-50	205	09/05/2019	1.21	.00	1.21	89736	09/10/2019
		1122	Remote Server Monitor-50	206	09/05/2019	9.67	.00	9.67	89736	09/10/2019
		1122	Remote Server Monitor-50	207	09/05/2019	2.42	.00	2.42	89736	09/10/2019
		1122	Remote Server Monitor-50	208	09/05/2019	1.45	.00	1.45	89736	09/10/2019
		1122	Remote Server Monitor-50	209	09/05/2019	4.84	.00	4.84	89736	09/10/2019

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		1122	Remote Server Monitor-50	210	09/05/2019	4.84	.00	4.84	89736	09/10/2019
		1122	Remote Server Monitor-50	211	09/05/2019	33.81	.00	33.81	89736	09/10/2019
		1122	VIDEO CONF- JUL	212	09/05/2019	79.38	.00	79.38	89736	09/10/2019
		1122	IT CITY PORTION- JUL	213	09/05/2019	204.61	.00	204.61	89736	09/10/2019
		1122	COL G-TAC SERVICE - A	214	09/05/2019	493.41	.00	493.41	89736	09/10/2019
		Total 272:				41,550.17	.00	41,550.17		
391	RECORDED BOOKS,LLC	76502390	1 Audiobook	1	08/14/2019	99.00	.00	99.00	89779	09/24/2019
		76506819	1 Audiobook	1	08/27/2019	62.20	.00	62.20	89779	09/24/2019
		Total 391:				161.20	.00	161.20		
402	ALPINE ELECTRONICS R	10257968	Batteries	1	08/26/2019	39.98	.00	39.98	89575	08/29/2019
		10258045	Office Supply	1	08/29/2019	25.98	.00	25.98	89707	09/10/2019
		10258148	Batteries	1	09/05/2019	39.98	.00	39.98	89707	09/10/2019
		59000300	Finance Charge	1	08/31/2019	.45	.00	.45	89707	09/10/2019
		Total 402:				106.39	.00	106.39		
423	NORTHWEST PIPE FITTI	5194541	PVC Coupling	1	08/27/2019	275.74	.00	275.74	89836	09/25/2019
		Total 423:				275.74	.00	275.74		
470	HAWKINS, INC	4561061	Chlorine	1	08/15/2019	693.00	.00	693.00	89626	09/03/2019
		Total 470:				693.00	.00	693.00		
603	MONTANA LEAGUE OF CI	2019_09	MLCT Reg - Fetterhof	1	08/08/2019	150.00	.00	150.00	89731	09/10/2019
		Total 603:				150.00	.00	150.00		
776	KENYON NOBLE	7329960	Wood	1	09/16/2019	45.00	.00	45.00	89818	09/25/2019
		7334359	Wood	1	09/18/2019	178.92	.00	178.92	89818	09/25/2019
		7334660	Waferboard	1	09/18/2019	20.99	.00	20.99	89818	09/25/2019
		7334793	Torx Drive	1	09/18/2019	34.99	.00	34.99	89818	09/25/2019
		Total 776:				279.90	.00	279.90		
781	2M COMPANY, INC.	20092554-00	2' Reduced Pressure Assy	1	08/29/2019	482.50	.00	482.50	89785	09/25/2019
		Total 781:				482.50	.00	482.50		
798	JUNIOR LIBRARY GUILD	473680	19-20 Book Subscription	1	09/03/2019	2,814.60	.00	2,814.60	89774	09/24/2019
		Total 798:				2,814.60	.00	2,814.60		
879	VERIZON WIRELESS	9837665506	September Cellhpones	1	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	2	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	3	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	4	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	5	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	6	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	7	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	8	09/08/2019	34.15	.00	34.15	89850	09/25/2019
		9837665506	September Cellhpones	9	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	10	09/08/2019	23.38	.00	23.38	89850	09/25/2019

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		9837665506	September Cellhpones	11	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	12	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	13	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	14	09/08/2019	52.24	.00	52.24	89850	09/25/2019
		9837665506	September Cellhpones	15	09/08/2019	18.41	.00	18.41	89850	09/25/2019
		9837665506	September Cellhpones	16	09/08/2019	18.42	.00	18.42	89850	09/25/2019
		9837665506	September Cellhpones	17	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	18	09/08/2019	23.38	.00	23.38	89850	09/25/2019
		9837665506	September Cellhpones	19	09/08/2019	52.24	.00	52.24	89850	09/25/2019
		9837665506	September Cellhpones	20	09/08/2019	13.75	.00	13.75	89850	09/25/2019
		9837665506	September Cellhpones	21	09/08/2019	13.72	.00	13.72	89850	09/25/2019
		9837665507	September Cellhpones	1	09/08/2019	22.56	.00	22.56	89850	09/25/2019
		9837665507	September Cellhpones	2	09/08/2019	32.95	.00	32.95	89850	09/25/2019
		9837665507	September Cellhpones	3	09/08/2019	80.14	.00	80.14	89850	09/25/2019
		9837665507	September Cellhpones	4	09/08/2019	11.28	.00	11.28	89850	09/25/2019
		9837665507	September Cellhpones	5	09/08/2019	11.28	.00	11.28	89850	09/25/2019
		9837665507	September Cellhpones	6	09/08/2019	22.56	.00	22.56	89850	09/25/2019
		9837665507	September Cellhpones	7	09/08/2019	13.23	.00	13.23	89850	09/25/2019
		9837665507	September Cellhpones	8	09/08/2019	13.23	.00	13.23	89850	09/25/2019
		9837665507	September Cellhpones	9	09/08/2019	50.41	.00	50.41	89850	09/25/2019
		9837665507	September Cellhpones	10	09/08/2019	22.56	.00	22.56	89850	09/25/2019
		9837665507	September Cellhpones	11	09/08/2019	22.56	.00	22.56	89850	09/25/2019
		9837665507	September Cellhpones	12	09/08/2019	22.56	.00	22.56	89850	09/25/2019
		9837665507	September Cellhpones	13	09/08/2019	22.56	.00	22.56	89850	09/25/2019
		9837665507	September Cellhpones	14	09/08/2019	22.56	.00	22.56	89850	09/25/2019
		9837665507	September Cellhpones	15	09/08/2019	50.41	.00	50.41	89850	09/25/2019
		9837665507	September Cellhpones	16	09/08/2019	13.02	.00	13.02	89850	09/25/2019
		9837665507	September Cellhpones	17	09/08/2019	50.41	.00	50.41	89850	09/25/2019
		9837665507	September Cellhpones	18	09/08/2019	23.22	.00	23.22	89850	09/25/2019
		9837665507	September Cellhpones	19	09/08/2019	22.56	.00	22.56	89850	09/25/2019
		9837665507	September Cellhpones	20	09/08/2019	22.56	.00	22.56	89850	09/25/2019
		9837665507	September Cellhpones	21	09/08/2019	13.27	.00	13.27	89850	09/25/2019
		9837665507	September Cellhpones	22	09/08/2019	13.24	.00	13.24	89850	09/25/2019
		9837665507	September Cellhpones	23	09/08/2019	13.25	.00	13.25	89850	09/25/2019
						<u>1,122.63</u>	<u>.00</u>	<u>1,122.63</u>		
	Total 879:									
1390	KEN'S EQUIPMENT REPA	53728	Volvo Backhoe	1	08/01/2019	335.75	.00	335.75	89721	09/10/2019
		53754	New Rolloff	1	08/06/2019	45.00	.00	45.00	89721	09/10/2019
		53761	410L JD Backhoe	1	08/07/2019	45.00	.00	45.00	89721	09/10/2019
		53764	Credit	1	08/12/2019	250.00-	.00	250.00-	89721	09/10/2019
		53764	Correct Credit Amount	2	08/12/2019	247.50	.00	247.50	89817	09/25/2019
		53769	410L JD Backhoe	1	08/12/2019	745.30	.00	745.30	89721	09/10/2019
		53811	621 Repairs	1	08/15/2019	325.90	.00	325.90	89721	09/10/2019
		53878	Bobcat	1	08/27/2019	354.00	.00	354.00	89721	09/10/2019
		53902	G2 repair	1	08/12/2019	2,033.00	.00	2,033.00	89721	09/10/2019
		53923	New Rolloff	1	08/29/2019	135.00	.00	135.00	89721	09/10/2019
						<u>4,016.45</u>	<u>.00</u>	<u>4,016.45</u>		
	Total 1390:									
1522	DAVE'S LOCK & KEY	15016	Keys	1	08/22/2019	19.50	.00	19.50	89624	09/03/2019
						<u>19.50</u>	<u>.00</u>	<u>19.50</u>		
	Total 1522:									
1539	INGRAM LIBRARY SERVI	41471612	4 Books	1	08/20/2019	77.85	.00	77.85	89773	09/24/2019
		41471613	2 Books	1	08/20/2019	45.51	.00	45.51	89773	09/24/2019
		41522301	1 Book	1	08/22/2019	30.86	.00	30.86	89773	09/24/2019

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		41522302	3 Books	1	08/22/2019	62.46	.00	62.46	89773	09/24/2019
		41531935	1 Book	1	08/23/2019	34.68	.00	34.68	89773	09/24/2019
		41554631	1 Book	1	08/23/2019	27.26	.00	27.26	89773	09/24/2019
		41608775	1 Book	1	08/27/2019	22.06	.00	22.06	89773	09/24/2019
		41608776	8 books	1	08/27/2019	121.04	.00	121.04	89773	09/24/2019
		41608777	1 Book	1	08/27/2019	27.23	.00	27.23	89773	09/24/2019
		41608778	1 Book	1	08/27/2019	15.24	.00	15.24	89773	09/24/2019
		41626714	1 Book	1	08/28/2019	33.34	.00	33.34	89773	09/24/2019
		41656569	2 Books	1	08/29/2019	59.70	.00	59.70	89773	09/24/2019
		41669586	1 Book	1	08/29/2019	32.64	.00	32.64	89773	09/24/2019
		416922331	1 Book	1	08/30/2019	32.64	.00	32.64	89773	09/24/2019
		41728597	5 books	1	09/03/2019	106.04	.00	106.04	89773	09/24/2019
		41759256	2 Books	1	09/04/2019	36.82	.00	36.82	89773	09/24/2019
		41834800	10 books	1	09/09/2019	171.31	.00	171.31	89773	09/24/2019
		41850686	1 Book	1	09/10/2019	20.79	.00	20.79	89773	09/24/2019
		41850687	3 Books	1	09/10/2019	52.48	.00	52.48	89773	09/24/2019
		41850688	2 Books	1	09/10/2019	44.26	.00	44.26	89773	09/24/2019
		41886519	2 Books	1	09/11/2019	43.65	.00	43.65	89773	09/24/2019
		41912514	2 Books	1	09/12/2019	46.67	.00	46.67	89773	09/24/2019
	Total 1539:					1,144.53	.00	1,144.53		
1747	CANON FINANCIAL SERV	20569754	Civic Center Printer	1	09/24/2019	76.10	.00	76.10	89794	09/25/2019
	Total 1747:					76.10	.00	76.10		
1783	J & H OFFICE EQUIPMEN	25432702	Canon Copier	1	08/27/2019	360.23	.00	.00	89589	08/29/2019
		25432702	Canon Copier	2	08/27/2019	360.23	.00			
		25432702	Canon Copier	3	08/27/2019	360.23	.00	360.23	89618	08/29/2019
	Total 1783:					360.23	.00	360.23		
1845	GENERAL DISTRIBUTING	00789592	Patient Supplies	1	08/29/2019	140.44	.00	140.44	89717	09/10/2019
		00792885	Patient Supplies	1	08/31/2019	30.38	.00	30.38	89717	09/10/2019
	Total 1845:					170.82	.00	170.82		
2087	WISPWEST.NET	505437	CC internet	1	09/01/2019	50.12	.00	50.12	89744	09/10/2019
	Total 2087:					50.12	.00	50.12		
2219	BLACKSTONE PUBLISHI	1136362	1 Audiobook	1	08/16/2019	50.00	.00	50.00	89767	09/24/2019
		1138070	1 Audiobook	1	08/16/2019	50.00	.00	50.00	89767	09/24/2019
	Total 2219:					100.00	.00	100.00		
2338	DEPARTMENT OF LABOR	J. WOODHU	Building code education fu	1	09/17/2019	810.14	.00	810.14	89750	09/17/2019
	Total 2338:					810.14	.00	810.14		
2426	GRANITE TECHNOLOGY	2369	Troubleshoot Antenna	1	09/15/2019	261.25	.00	261.25	89809	09/25/2019
	Total 2426:					261.25	.00	261.25		
2501	D.W. BURNS PLUMBING	17686	New Urinal	1	09/12/2019	1,186.06	.00	1,186.06	89801	09/25/2019

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2501:						1,186.06	.00	1,186.06		
2516	FRONTLINE AG SOLUTIO	686911	Bolts & Nuts	1	09/16/2019	13.28	.00	13.28	89807	09/25/2019
		686948	Bolts & Nuts	1	09/16/2019	9.98	.00	9.98	89807	09/25/2019
Total 2516:						23.26	.00	23.26		
2528	SNAP-ON INDUSTRIAL	40933293	Tools	1	08/20/2019	144.97	.00	144.97	89608	08/29/2019
Total 2528:						144.97	.00	144.97		
2604	MUNICIPAL EMERGENCY	1372300	Structure Boot for Reserve	1	08/28/2019	317.44	.00	317.44	89733	09/10/2019
Total 2604:						317.44	.00	317.44		
2631	MONTANA STATE - FIRE	34-142	Instructor 1 Cert	1	08/22/2019	190.00	.00	190.00	89732	09/10/2019
Total 2631:						190.00	.00	190.00		
2662	BOUND TREE MEDICAL,	83318493	Patient Supplies	1	08/20/2019	190.73	.00	190.73	89576	08/29/2019
		83322929	Patient Supplies	1	08/23/2019	159.98	.00	159.98	89576	08/29/2019
		83327927	Patient Supplies	1	08/28/2019	176.14	.00	176.14	89709	09/10/2019
		83336198	Patient Supplies	1	09/05/2019	20.58	.00	20.58	89709	09/10/2019
		83338397	Patient Supplies	1	09/06/2019	72.72	.00	72.72	89709	09/10/2019
		8336197	Patient Supplies	1	09/05/2019	157.86	.00	157.86	89709	09/10/2019
Total 2662:						778.01	.00	778.01		
2796	GALE	67688300	1 Book	1	08/21/2019	25.41	.00	25.41	89770	09/24/2019
		68177856	1 Book	1	09/06/2019	25.41	.00	25.41	89770	09/24/2019
		68263324	2 Books	1	09/09/2019	52.46	.00	52.46	89770	09/24/2019
Total 2796:						103.28	.00	103.28		
2830	LEHRKIND'S COCA-COLA	1675612	Water	1	08/28/2019	25.55	.00	25.55	89725	09/10/2019
Total 2830:						25.55	.00	25.55		
2840	DICK ANDERSON CONST	20	WRF pay application 20	1	07/25/2019	284,183.55	.00	284,183.55	89752	09/17/2019
Total 2840:						284,183.55	.00	284,183.55		
2863	KIMBALL MIDWEST	7370927	Supplies	1	08/28/2019	176.84	.00	176.84	89722	09/10/2019
Total 2863:						176.84	.00	176.84		
2907	SHI INTERNATIONAL CO	B10498599	Treatment Plant	1	08/29/2019	125.75	.00	125.75	89632	09/03/2019
		B10503543	Recreation	1	08/29/2019	125.75	.00	125.75	89632	09/03/2019
		B10546192	Computers for Fire	1	09/10/2019	377.25	.00	377.25	89764	09/17/2019
Total 2907:						628.75	.00	628.75		
2999	TEAR IT UP L.L.C.	41744	60# Finance Office	1	09/18/2019	33.20	.00	33.20	89847	09/25/2019
Total 2999:						33.20	.00	33.20		

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
3040	MIDWAY RENTAL, INC.	5-1092447	Forklift	1	08/20/2019	76.50	.00	76.50	89598	08/29/2019
Total 3040:						76.50	.00	76.50		
3058	MUNICIPAL CODE CORP	00328431	Admin Support Fee 06/01/	1	06/03/2019	275.00	.00	275.00	89761	09/17/2019
		00333088	Subscription 09/01/2019-0	1	09/10/2019	150.00	.00	150.00	89761	09/17/2019
Total 3058:						425.00	.00	425.00		
3069	BILLINGS CLINIC TRAINI	16678	CPR/AED eCards	1	09/10/2019	68.00	.00	68.00	89748	09/17/2019
		16678	BLS eCard	2	09/10/2019	6.00	.00	6.00	89748	09/17/2019
Total 3069:						74.00	.00	74.00		
3143	SAFETRAC	27600	Drug Testing - September	1	09/01/2019	240.35	.00	240.35	89763	09/17/2019
Total 3143:						240.35	.00	240.35		
3184	MASTERCARD	FETTERHOF	Office supplies	1	09/01/2019	227.63	.00	227.63	89827	09/25/2019
		FETTERHOF	Paper	2	09/01/2019	1,499.99	.00	1,499.99	89827	09/25/2019
		FETTERHOF	Membership renewal	3	09/01/2019	180.00	.00	180.00	89827	09/25/2019
		FETTERHOF	Postage	4	09/01/2019	100.00	.00	100.00	89827	09/25/2019
		FETTERHOF	Postage	5	09/01/2019	24.99	.00	24.99	89827	09/25/2019
		GRADY 2019	purchase	1	09/01/2019	100.00	.00	100.00	89827	09/25/2019
		GRADY 2019	toner	2	09/01/2019	20.00	.00	20.00	89827	09/25/2019
		GRADY 2019	book	3	09/01/2019	15.10	.00	15.10	89827	09/25/2019
		GRADY 2019	service charges	4	09/01/2019	17.99	.00	17.99	89827	09/25/2019
		GRADY 2019	book	5	09/01/2019	28.99	.00	28.99	89827	09/25/2019
		GRADY 2019	fuel	6	09/01/2019	51.80	.00	51.80	89827	09/25/2019
		GRADY 2019	purchase	7	09/01/2019	100.00	.00	100.00	89827	09/25/2019
		GRADY 2019	computer supplies	8	09/01/2019	17.30	.00	17.30	89827	09/25/2019
		GRADY 2019	13.108 gal fuel at \$2.769/g	9	09/01/2019	36.30	.00	36.30	89827	09/25/2019
		HARRINGTO	Training Manual	1	09/01/2019	30.00	.00	30.00	89827	09/25/2019
		HARRINGTO	Gloves	2	09/01/2019	53.97	.00	53.97	89827	09/25/2019
		HARRINGTO	Blue Card Course	3	09/01/2019	385.00	.00	385.00	89827	09/25/2019
		HARRINGTO	Gloves	4	09/01/2019	109.92	.00	109.92	89827	09/25/2019
		HOFFMAN 2	computer supplies	1	09/01/2019	389.97	.00	389.97	89827	09/25/2019
		HOLMES 20	Signs	1	09/01/2019	404.24	.00	404.24	89827	09/25/2019
		HOLMES 20	App	2	09/01/2019	49.99	.00	49.99	89827	09/25/2019
		JOHANSSO	C-fold towels	1	09/01/2019	67.23	.00	67.23	89827	09/25/2019
		JOHANSSO	Air Duster	2	09/01/2019	61.99	.00	61.99	89827	09/25/2019
		JOHANSSO	Sweetner	3	09/01/2019	13.32	.00	13.32	89827	09/25/2019
		JOHANSSO	Doorstopper - hooodor	4	09/01/2019	9.90	.00	9.90	89827	09/25/2019
		JOHANSSO	Toilet paper - WRF	5	09/01/2019	157.90	.00	157.90	89827	09/25/2019
		JOHANSSO	Hardhats	6	09/01/2019	287.47	.00	287.47	89827	09/25/2019
		JOHANSSO	Dog bags	7	09/01/2019	1,235.63	.00	1,235.63	89827	09/25/2019
		JOHANSSO	Hardhats	8	09/01/2019	56.00	.00	56.00	89827	09/25/2019
		JOHANSSO	Hardhats	9	09/01/2019	56.00	.00	56.00	89827	09/25/2019
		JOHANSSO	Paper Towels	10	09/01/2019	39.98	.00	39.98	89827	09/25/2019
		JOHANSSO	Paper Towels	11	09/01/2019	39.98	.00	39.98	89827	09/25/2019
		JOHNSON 2	Training	1	09/01/2019	85.00	.00	85.00	89827	09/25/2019
		JOHNSON 2	In car Printer Paper	2	09/01/2019	116.00	.00	116.00	89827	09/25/2019
		JOHNSON 2	Office Supply	3	09/01/2019	189.84	.00	189.84	89827	09/25/2019
		JOHNSON 2	Radio Supplies	4	09/01/2019	568.63	.00	568.63	89827	09/25/2019
		JOHNSON 2	Refund	5	09/01/2019	5.47-	.00	5.47-	89827	09/25/2019
		KARDOES 2	Training	1	09/01/2019	154.78	.00	154.78	89827	09/25/2019
		KINNICK 201	Creamer	1	09/01/2019	48.98	.00	48.98	89827	09/25/2019

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
		KINNICK 201	Training	2	09/01/2019	191.61	.00	191.61	89827	09/25/2019	
		LOWY 2019_	Subscription Survey Monke	1	09/01/2019	384.00	.00	384.00	89827	09/25/2019	
		LOWY 2019_	Auto Charge	2	09/01/2019	12.99	.00	12.99	89827	09/25/2019	
		LOWY 2019_	Table	3	09/01/2019	63.99	.00	63.99	89827	09/25/2019	
		LOWY 2019_	Autocharge - staff schedule	4	09/01/2019	12.25	.00	12.25	89827	09/25/2019	
		LOWY 2019_	Leadership - Digital version	5	09/01/2019	14.99	.00	14.99	89827	09/25/2019	
		LOWY 2019_	Leadership	6	09/01/2019	15.37	.00	15.37	89827	09/25/2019	
		LOWY 2019_	Recruiting	7	09/01/2019	264.44	.00	264.44	89827	09/25/2019	
		MACINNIS 2	July	1	09/01/2019	5,949.15	.00	5,949.15	89827	09/25/2019	
		MACINNIS 2	NFA	2	09/01/2019	181.88	.00	181.88	89827	09/25/2019	
		MACINNIS 2	M2 Connector	3	09/01/2019	29.99	.00	29.99	89827	09/25/2019	
		MACINNIS 2	Cleaning Supply	4	09/01/2019	7.90	.00	7.90	89827	09/25/2019	
		MACINNIS 2	Chief Lodging	5	09/01/2019	117.63	.00	117.63	89827	09/25/2019	
		MACINNIS 2	Hydrant Markers	6	09/01/2019	81.44	.00	81.44	89827	09/25/2019	
		MACINNIS 2	MSCF Membership	7	09/01/2019	175.00	.00	175.00	89827	09/25/2019	
		MACINNIS 2	code books	8	09/01/2019	581.88	.00	581.88	89827	09/25/2019	
		MACINNIS 2	Battery	9	09/01/2019	54.93	.00	54.93	89827	09/25/2019	
		MACINNIS 2	Office Supply	10	09/01/2019	22.99	.00	22.99	89827	09/25/2019	
		MACINNIS 2	Chief CFO renewal	11	09/01/2019	650.00	.00	650.00	89827	09/25/2019	
		MACINNIS 2	Chainsaw	12	09/01/2019	586.49	.00	586.49	89827	09/25/2019	
		PURKETT 20	Hotel Holding Fee	1	09/01/2019	191.61	.00	191.61	89827	09/25/2019	
		PURKETT 20	Tavel Insurance	2	09/01/2019	45.50	.00	45.50	89827	09/25/2019	
		PURKETT 20	Flight for Caselle Training	3	09/01/2019	248.00	.00	248.00	89827	09/25/2019	
		PURKETT 20	Flight for Caselle Training	4	09/01/2019	248.00	.00	248.00	89827	09/25/2019	
		SINGER 201	Office supplies	1	09/01/2019	372.99-	.00	372.99-	89827	09/25/2019	
		TARR 2019_	Summer Camp Activity	1	09/01/2019	240.00	.00	240.00	89827	09/25/2019	
		TARR 2019_	Summer Camp Activity	2	09/01/2019	295.00	.00	295.00	89827	09/25/2019	
		TARR 2019_	Summer Camp Supplies	3	09/01/2019	7.67	.00	7.67	89827	09/25/2019	
		WULF 2019_	Trauma Course	1	09/01/2019	97.00	.00	97.00	89827	09/25/2019	
		WULF 2019_	Trauma Course	2	09/01/2019	97.00	.00	97.00	89827	09/25/2019	
		WULF 2019_	Fire Pole Mat	3	09/01/2019	461.04	.00	461.04	89827	09/25/2019	
		WULF 2019_	Reserve Clothing	4	09/01/2019	8.00	.00	8.00	89827	09/25/2019	
		Total 3184:					17,991.09	.00	17,991.09		
3204	MONTANA STATE FUND	12856769	2019-20 Installment 1 of 4	1	09/17/2019	4,013.58	.00	4,013.58	89778	09/24/2019	
		Total 3204:					4,013.58	.00	4,013.58		
3234	DANA SAFETY SUPPLY, I	591069	Radio Holder	1	08/21/2019	59.95	.00	59.95	89802	09/25/2019	
		Total 3234:					59.95	.00	59.95		
3237	WHISTLER TOWING, LLC	9747	LPD Tow	1	09/19/2019	150.00	.00	150.00	89851	09/25/2019	
		Total 3237:					150.00	.00	150.00		
3298	EXEC U CARE SERVICES	1956	August Janitorial service	1	08/29/2019	2,005.00	.00	2,005.00	89754	09/17/2019	
		Total 3298:					2,005.00	.00	2,005.00		
3357	ADVANCED TECHNOLOG	23112	DPD Powder	1	08/30/2019	73.00	.00	73.00	89786	09/25/2019	
		Total 3357:					73.00	.00	73.00		
3371	BALCO UNIFORM COMPA	54313	Holster	1	09/18/2019	148.95	.00	148.95	89789	09/25/2019	
		55190	Reserve Uniform	1	09/05/2019	57.00	.00	57.00	89708	09/10/2019	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 3371:						205.95	.00	205.95		
3387	J & H, Inc.	566934	Driver Install	1	09/05/2019	28.50	.00	28.50	89720	09/10/2019
		567070	Civic Center copier	1	09/09/2019	194.33	.00	194.33	89720	09/10/2019
Total 3387:						222.83	.00	222.83		
3440	CHARTER COMMUNICATI	0195445081	City Library	1	08/18/2019	244.95	.00	244.95	89768	09/24/2019
Total 3440:						244.95	.00	244.95		
3461	WATCH GUARD VIDEO	SPINV00195	Repair Unit	1	08/21/2019	324.00	.00	324.00	89637	09/03/2019
Total 3461:						324.00	.00	324.00		
3472	UTILITIES UNDERGROU	9085083	Excavation Notifications	1	08/31/2019	113.04	.00	113.04	89765	09/17/2019
		9085083	Locate notifications	2	08/31/2019	113.04	.00	113.04	89765	09/17/2019
Total 3472:						226.08	.00	226.08		
3492	ZINIKER, PAULINE	840-5590003	Postage	1	08/22/2019	8.81	.00	8.81	Multiple	09/24/2019
Total 3492:						8.81	.00	8.81		
3515	GILBERT, JONATHAN	FIRE INVES	MILEAGE REIMBURSEME	1	09/04/2019	108.48	.00	108.48	89757	09/17/2019
		MEDIC 2 TR	MILEAGE REIMBURSEME	1	09/13/2019	139.40	.00	139.40	89757	09/17/2019
Total 3515:						247.88	.00	247.88		
3593	HYDRO INTERNATIONAL	SIN-001473	Tailroll	1	08/28/2019	2,728.48	.00	2,728.48	89718	09/10/2019
Total 3593:						2,728.48	.00	2,728.48		
3622	MACINNES, KEN	2019_08_31	Station Supplies	1	08/31/2019	45.55	.00	45.55	89729	09/10/2019
Total 3622:						45.55	.00	45.55		
3657	MONTANA LIBRARY ASS	FALL RETRE	Fall Retreat 2019-Grady	1	09/24/2019	125.00	.00	125.00	89777	09/24/2019
Total 3657:						125.00	.00	125.00		
3688	MURDOCH'S RANCH & H	D34337	Husky XP	1	09/17/2019	19.74	.00	19.74	89835	09/25/2019
Total 3688:						19.74	.00	19.74		
3728	PORTEEN, JAY	2019_09_11	Travel - Employment Law	1	09/16/2019	191.08	.00	191.08	89839	09/25/2019
Total 3728:						191.08	.00	191.08		
3753	BAREFOOT CLEANING A	1641	Star Road Restoration Ser	1	09/09/2019	2,731.25	.00	2,731.25	89747	09/17/2019
		1641	Star Road Restoration Ser	2	09/09/2019	2,731.25	.00	2,731.25	89747	09/17/2019
		1641	Star Road Restoration Ser	3	09/09/2019	2,731.25	.00	2,731.25	89747	09/17/2019
		1641	Star Road Restoration Ser	4	09/09/2019	2,731.25	.00	2,731.25	89747	09/17/2019
Total 3753:						10,925.00	.00	10,925.00		

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
3763	CASELLE	97474	Support and Maint.	1	09/01/2019	2,837.00	.00	2,837.00	89712	09/10/2019
		97474	Support and Maint.	2	09/01/2019	90.68	.00	90.68	89712	09/10/2019
		97474	Support and Maint.	3	09/01/2019	90.68	.00	90.68	89712	09/10/2019
		97474	Support and Maint.	4	09/01/2019	152.32	.00	152.32	89712	09/10/2019
		97474	Support and Maint.	5	09/01/2019	152.32	.00	152.32	89712	09/10/2019
		97474	Support and Maint.	6	09/01/2019	243.00	.00	243.00	89712	09/10/2019
Total 3763:						3,566.00	.00	3,566.00		
3808	MONTANA AIR CARTAGE	LVQ 83119	09.19 Courier Service	1	09/01/2019	202.50	.00	202.50	89776	09/24/2019
Total 3808:						202.50	.00	202.50		
999999	MISC, (999999)	079078	Fuel Reimbursement- Cas	1	09/12/2019	14.20	.00	14.20	89753	09/17/2019
		1511200	Overpayment on Account	1	09/12/2019	72.93	.00	72.93	89755	09/17/2019
		CR2019-004	Jury Duty	1	09/16/2019	12.00	.00	12.00	89788	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	25.00	.00	25.00	89854	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	25.00	.00	.00	89830	09/25/2019
		CR2019-004	JURY DUTY	2	09/16/2019	25.00	.00			
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89792	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89793	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89799	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	25.00	.00	25.00	89805	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89808	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89810	09/25/2019
		CR2019-004	Bailiff	1	09/16/2019	30.00	.00	30.00	89811	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	25.00	.00	25.00	89813	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89820	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89826	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89833	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	25.00	.00	25.00	89834	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89838	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89840	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	12.00	.00	12.00	89842	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	25.00	.00	25.00	89844	09/25/2019
		CR2019-004	JURY DUTY	1	09/16/2019	25.00	.00	25.00	89852	09/25/2019
		TK2019-0179	JURY DUTY	1	09/20/2019	12.00	.00	12.00	89812	09/25/2019
Total 999999:						423.13	.00	423.13		
1000014	REPUBLIC SERVICES #6	0670-000166	Disposal/Recycling	1	08/31/2019	93,231.75	.00	93,231.75	89841	09/25/2019
Total 1000014:						93,231.75	.00	93,231.75		
1000036	TISCHLERBISE, INC.	201990026	2019 Impact Study Fee	1	09/01/2019	255.04	.00	255.04	89666	09/04/2019
		201990026	2019 Impact Study Fee	2	09/01/2019	299.07	.00	299.07	89666	09/04/2019
		201990026	2019 Impact Study Fee	3	09/01/2019	280.11	.00	280.11	89666	09/04/2019
		201990026	2019 Impact Study Fee	4	09/01/2019	1,160.82	.00	1,160.82	89666	09/04/2019
		201990026	2019 Impact Study Fee	5	09/01/2019	2,008.49	.00	2,008.49	89666	09/04/2019
		201990026	2019 Impact Study Fee	6	09/01/2019	2,112.47	.00	2,112.47	89666	09/04/2019
Total 1000036:						6,116.00	.00	6,116.00		
1000041	SWS Equipment	0116679	Broom	1	08/19/2019	1,379.54	.00	1,379.54	89611	08/29/2019
Total 1000041:						1,379.54	.00	1,379.54		

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
1000047	BRUCE E. BECKER, P.C.	2019_08	Contracted service	1	08/31/2019	472.50	.00	472.50	89710	09/10/2019
Total 1000047:						472.50	.00	472.50		
1000083	WASTEQUIP, LLC.	7125718	Winch	1	08/24/2019	25,548.00	.00	25,548.00	89617	08/29/2019
Total 1000083:						25,548.00	.00	25,548.00		
1000086	NORTHWEST SCIENTIFI	5124381	Nochromix	1	08/27/2019	164.65	.00	164.65	89735	09/10/2019
Total 1000086:						164.65	.00	164.65		
1000104	US BANK EQUIPMENT FI	393474200	Equipment Rental Copier	1	09/20/2019	280.76	.00	280.76	89780	09/24/2019
Total 1000104:						280.76	.00	280.76		
Grand Totals:						521,738.74	.00	521,738.74		

Report Criteria:

Detail report type printed

Item Attachment Documents:

B. APPROVE MINUTES FROM SEPTEMBER 17, 2019 CITY COMMISSION MEETING

LIVINGSTON CITY COMMISSION

MINUTES

September 17, 2019 5:30 PM

City-County Complex, Community Room

1 Call to Order

2 Roll Call

* Heglund, Schwarz, Friedman, Mabie, and Nootz were present.

3 Moment of Silence

4 Pledge of Allegiance

5 Public Comments

* Michelle Uberuaga (00:00:00)

6 Action Items E & F moved (00:04:17)

E. Discuss/Approve/Deny: Links for Learning requesting a fee waiver for the 2019 Moose Run.

* Schwarz motioned for approval, Friedman seconded.

All in favor, motion passed 5-0.

F. Discuss/Approve/Deny: Park High Schools request for fee waiver for the 2019 annual Ranger Homecoming parade. (00:07:48)

* Mabie motioned for approval, Schwarz seconded.

All in favor, motion passed 5-0.

7 Consent Items (00:12:08)

* Schwarz motioned to approve consent items, Friedman seconded.

8 Proclamations

9 Scheduled Public Comment (00:12:35)

* Jerry Zieg of Sandfire America, with video presentation regarding the Black Butte Copper Mine in White Sulphur Springs.

10 Public Hearings (01:09:45)

* RESOLUTION NO. 4882- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2018-2019, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$2,952,743 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$3,000,326.

* Friedman motioned for approval, Nootz seconded.

All in favor, motion passed 5-0.

11 Ordinances (01:11:03)

* ORDINANCE NO. 2082 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, OF IT'S INTENT TO AMEND ORDINANCE 1999 AND ORDINANCE 2049 CHAPTER 9, ARTICLE IV, SEC. 9-222 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED "PARKING, STOPPING STANDING" BY DEFINING "ELECTRIC VEHICLE" AND ESTABLISHING TWO (2) RESERVED TWO-HOUR PARKING SPACES FOR THE CHARGING OF ELECTRIC VEHICLES, ON THE NORTH SIDE OF WEST CLARK STREET ADJACENT TO NEPTUNE'S TAP HOUSE AND EATERY LOCATED AT 232 SOUTH MAIN ST. AND ESTABLISHING A PENALTY FOR VIOLATIONS THEREOF.

* Michelle Uberuaga made comments (01:14:09)

* Schwarz made comments (01:14:50)

* Nootz made comments (01:16:04)

* Mabie made comments (01:16:37)

Mabie made motion, Nootz seconded.

All in favor, motion passed 5-0.

12 Resolutions

13 Action items (01:18:08)

A. Discuss/Approve/Deny- Scheduling Commissioners tour of the Black Butte Copper Mine in White Sulphur Springs.

* Joseph Bullington made public comment (01:25:45)

- * Michelle Uberuaga (01:27:42)
- * Patricia Grabow (01:28:55)

B. Discuss/Approve/Deny-Scheduling commissioners work session with Dan Clark on the different forms of government. (01:31:31)

Meeting scheduled for 11/5/2019 at 5:30 pm

C. Discuss/Approve/Deny- City Conservation Board Draft By-laws (01:38:33)

- * Discussion about proposed amendments
- * Schwarz motioned to approve draft by-laws with amendments, Mabie seconded
- * All in favor, motion passed 5-0.

D. Discuss and share information regarding O St. connector trail naming dedication. (01:56:01)

- * Kardoes provided update to the Commission
- * Mike Gomez made comment (02:00:03)
- * Patricia Grabow made comments (02:02:28)

14 City Manager Comments

15 City Commissioner Comments

- * Nootz made comments (02:09:05)
- * Mabie made comments (02:09:41)
- * Friedman declined comments
- * Schwarz made comments (02:11:18)
- * Hoglund made comments (02:11:30)

16 Adjournment (02:12:35) 07:43 pm

Item Attachment Documents:

C. APPROVE APPLICATION FOR SPECIAL PARKING SPACE FOR DICK EGGAR.

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

Name of Applicant: Dick Eggar

Address: 421 N Yellowstone St Livingston Phone: 406-223-0047

Type of Special Parking Space Requested:

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

Specific Location of the Requested Space: 421 N Yellowstone St, Livingston, MT 59047

Reason for the Request:

Cancer patient that needs to park closer to the front door.
Has problems walking long distance.

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

1. Do you operate a vehicle displaying a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol, or the letters "DV" issued to disabled veteran's, or do you possess a special parking permit issued by the State of Montana to persons with a disability?
(Please provide a copy of the vehicle registration). Yes No
2. Is the requested parking space adjacent to your permanent residence? Yes No
3. Does reasonably accessible and practicable off street parking exist? Yes No
4. License plate number of vehicle(s) designated to use the space: 49-9593D, 49-7971D
5. Are the designated vehicles operated by you? Yes No

Administrative Use Only

Date application received: 9-26-19 Reviewed by: Craig Nahn

Does request meet criteria? Yes No

Comments _____

City Commission Action: Approved Denied Date: _____

Installation of Sign:

Sign installed by: _____ Date: _____

Amount Collected: _____ Check no. _____

Removal of Sign

Sign removed by: _____ Date _____

Reason for Removal: _____

**IMPORTANT: REMOVE BEFORE
DRIVING VEHICLE**



Any Alteration Voids Permit

A 104622

**Disabled Persons Parking
Identification Permit**

MONTH	EXPIRES	YEAR
Y		18
FEB		19
MAR)
APR		21
MAY		22
JUN		23
JUL		24
AUG		25
SEP		26
OCT		27
NOV		28
DEC		29



ILLEGAL TO DUPLICATE THIS PERMIT

D.L.E.

DOJ/MVD
P.O. Box 201430, 302 N. Roberts • Helena, MT 59620-1430

TEMPORARY
Permit expires last
day of month indicated above.



Item Attachment Documents:

- A. SCHEDULED PUBLIC COMMENT: MARY PLEAS WAGING WAR WITH SEWAGE PRESENTATION TO LIVINGSTON CITY COMMISSION.**

Waging war with sewage

Tentative Outline

Brief description of sewer back-up at 1001 River Drive

Determining cause

Time-Line

Aging Sewers and equipment

Dangers of sewage spills

Vaccines and HAZMAT clothing

Responsiveness

Duties of city to citizens?? sewage removal

Who to call?

--what departments in city government?

--private companies

--medical

--insurance homeowner's insurance or city insurance

Paying for clean-up until insurance is resolved:

-home equity loan

-credit card

-company financing

Insurance requirements

--documentation difficult since HAZMAT situation

--photos

--contents

--requirements of storing ruined sewage-soaked items

--non-responsiveness of MMIA

Time line for repayment and repair.

Suggestion: Webpage or handout to help homeowners—now there is nothing available



August 21, 2018

Mary Plese
419 North 5th
Livingston MT 59047

Re: Member Entity: City of Livingston
Claimant: Mary Plese
Claim Number: LB2018003576
Date of Event: 8/20/2018

Dear Mary Plese:

This will confirm our telephone conversation regarding the sewer back-up damage at your property. I have been requested to investigate this on behalf of our member, City of Livingston. I realize that this type of claim is unpleasant and I will work to respond to your claim as soon as possible.

In the interim, please be aware that you should take all reasonable efforts to mitigate your damages. This should include extraction of all fluid and reasonable efforts to dry out affected areas. If personal property items are involved they should be moved to a dry location and retained for inspection. Items that cannot be cleaned will be valued at actual cash value, which means replacement cost less applicable depreciation. Please keep track of your time and expenses to mitigate your damages. All damages should be carefully documented.

You may wish to consult with a water remediation professional for assistance with the mitigation. They have the expertise to deal with sewer back-up damages. Listings should be available in your local phone directory or on-line. MMIA does not guarantee payment of the fees incurred from the water remediation professional and reserves the right to dispute fees deemed not reasonable. Should you choose to involve a remediation professional, please advise me of their name and contact information. In the alternative, please ask them to contact me.

In the event that you have also notified your insurer, please advise me of their name and contact information. In the alternative, please ask them to contact me direct.

Thank you for your cooperation. In the meantime should you have any questions or concerns, please contact me.

Sincerely,

Amanda Krissovich

Amanda Krissovich, SCLA
Liability/Property Claims Adjuster
800-635-3089 Ext: 115
406-495-7005
akrissovich@mmia.net

CC: City of Livingston



Buffalo Restoration, Inc.

555 Manley Road
Bozeman MT 59715
406-586-8109

Invoice

Invoice#: 26319

Date: 09/17/2018

Billed To: Left Bank LLC
419 N 5th
Livingston MT 59047

Project: Left Bank LLC
1001 River Drive
Livingston MT 59047

Due Date: 10/02/2018

Terms: 15DY

Description	Amount
Water Mitig - 4186924	33,792.67

Notes:

Thank you for your trust in Buffalo Restoration.

For questions regarding individual line items in the scope of work, please contact Brett Koppel, the estimator for this project. He can be reached at brett.koppel@buffalorestoration.com or 406-600-5810.

If you would like assistance with an insurance claim, please provide your claim number and adjuster information to our office. We would be glad to help. Your insurance company may send you a check or may pay us directly. If we receive an insurance payment, we will send you a statement showing the amount applied to your account. If the insurance payment is made to you, you are responsible for sending us funds to cover your account balance with us.

We accept payment in the form of cash, check, or credit card. To help cover the cost of processing payments, a fee of 3.5% is added for the use of credit cards. The amount of this fee is not more than the cost of accepting these cards. There is no fee for debit cards. If you are interested in financing options, please call Nancy at 406-586-8109.

15% *A service charge of 15% per annum will be charged on all amounts overdue on regular statement dates.*

We appreciate your business. Thank you for your prompt payment!

To help cover the cost of processing payments, we add a fee of 3.5% for the use of credit cards. The amount of this fee is not more than the cost of accepting these cards. There is no fee for debit cards.

Amount Due	33,792.67
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BANK 7% w/ LOAN INITIATION FEES
CREDIT CARD 16.99% - 24% VARIABLE





MMIA

1 message

Mary Plese <mary.plese@gmail.com>

Mon, Oct 29, 2018 at 8:23 AM

To: Shannon Holmes <sholmes@livingstonmontana.org>, citymanager@livingstonmontana.org

Dear Sirs,

We received a phone call from MMIA late Friday in response to our email regarding an independent, impartial assessment of the lift station, fuses, wiring and circuit panel. The woman identified herself as a "colleague of Amanda Krissovich" and informed us that Left Bank LLC "can't ask for anything without going through the court process of discovery".

We do not understand why MMIA is being so aggressive about denying this independent assessment. Our email stated that we had arranged an independent outside expert to assess the panel. We suggested that we be contacted by phone or email if the time was inconvenient. Even though over seventy days will have elapsed---during which evidence may have been destroyed or lost---we felt it crucial to ascertain if an impartial assessment came to the same conclusion as MMIA prior to filing a lawsuit against the city of Livingston---which we would prefer not to be forced to do.

We can only guess that the MMIA's aggressive move against an independent evaluation is that city has something to hide. If City of Livingston is confident of Beau Coffman's assessment of his own work, then why not allow an assessment by an electrician/engineer who has no conflict of interest?

Amanda Krissovich notified us on Friday, October 26 that she "was finally able to speak to the electrician" for the first time that day, more than sixty-five days after the alarm failed and the sewage filled our building. She had previously received most of the estimates of mitigation and loss for this event. She informed us that she made her "final determination" that the failure was "unavoidable" after speaking with Mr. Coffman about a "surcharge". Apparently, Ms. Krissovich made her determination over two months after a sewage spill that was known to be caused by an electrical problem and following that one brief phone call with the electrician who had performed the work and who had motive to protect himself from liability as well as to protect his employer. We would assume that even the appearance of a conflict of interest should have been avoided. This was a serious breach of duty and, in our opinion, independent assessments should have been sought prior to a final determination. Having Mr. Coffman be the definitive voice in this situation is a case of allowing the fox to guard the hen-house.

We had no communication from the City of Livingston or MMIA about this large loss until October 26, 2018. Ms. Krissovich would not respond to emails from myself or Buffalo Restoration or to my phone calls. When I called MMIA attempting to get information, I was told she was "in a meeting" or had "just stepped out". When I spoke with a city employee about the dumping fee for the sewage soak items, I was told Mr. Holmes or MMIA would contact me.

Ms. Krissovich stated that she accepted Mr. Coffman's word that the problem was due to a "surcharge". I reminded her that I had attended the meeting between MMIA and the City of Livingston crew. During that meeting it was clearly stated that 1) Northwestern Energy had completed their investigation and found there was no lightning strike or identifiable surge; 2) that the City of Livingston's new electrician, Beau Coffman, had recently worked on the panel; and 3) that the problem was not simply the pump failure, but the fact that the alarm and light had been reworked; that there was possibly a "fuse issue"; and that the city had discussed simple "call out devices" that could have been installed on the panel which would notify the city via cell phone when a pump failed. These simple alarm devices would have prevented the serious health and safety issues presented with discharging raw sewage. The City of Livingston employee stated that he had spoken with Mr. Holmes about the reduncant alarm and had researched them but they "had not gotten around to buying it."

Perhaps if you could view this from our shoes---you would see that our request for an objective assessment is justified and reasonable. MMIA is a "Self-Funded Insurance Fund" and as such is not under the jurisdiction of the Montana State Auditor or the Montana Office of Consumer Protection. It appears MMIA can do whatever they want without government oversight. When contacted Montana's office of Consumer Protection and were told to work with the City of Livingston or "the only option is to hire an attorney and file a lawsuit."

These are all issues that the citizens of Livingston need to be aware of.

Regards,

Mary Plese et al

Left Bank LLC

From: Mary Plese [mailto:mary.plese@gmail.com]
Sent: Friday, October 26, 2018 3:54 PM
To: Shannon Holmes <sholmes@livingstonmontana.org>; akrissovich@mmia.net
Subject: Forensic Electrical Determination

Mr. Holmes and Ms. Krissovich,

A licensed electrician and Industrial Engineer, Brian Leland, will be in Livingston on Friday, November 2, 2018 at 10:00 to perform a forensic examination of the electrical panel on the lift station located in front of 1001 River Drive, Livingston, MT 59047.

Please ensure he has access to all of the documents including work orders and work flow performed by your electrician, Beau Coffman.

If one week is not sufficient notice to accommodate his examination, please contact me by replying to this email or calling 406-223-1070.

Mary Plese

For Left Bank LLC



Meeting Confirmation

1 message

Mary Plese <mary.plese@gmail.com>

Fri, Nov 9, 2018 at 10:22 AM

To: Mathew Whitman <mwhitman@livingstonmontana.org>

Mr. Whitman,
Brian Leland needs to know if the date/time of the meeting is confirmed.
Thank you.
Mary Plese
For Left Bank LLC

LHRS-Leland Electric
528 N. Bozeman
Bozeman, MT 59715
406-220-6148
leland@montana.com

Dec. 6, 2018

RE: Meeting w/ Livingston et.al. representatives

In attendance: Todd King Advance Waste Water, Keith Wareing TDH, Amanda Krissovich MMIA, Shannon Holms Livingston Public Works Dept., Tom Schweigert Public Works Dept., Matt Whitman Project Mgr. Public Works Dept., Al Fuhs Sewer Dept., Dennis Fisher Sewer Dept., Beau Coffman Electrical contractor for the City of Livingston. I, Brian Leland LHRS- Leland Electric.

Meeting convened at 10:00 AM 12/6/2018. The failure of the City lift station at 1001 River Drive occurred on or about August 10th, 2018. The alarm system failed to work hence the exact time of the failure is unknown. According to the Public Works Dept. (PWD) routine maintenance was performed in July 2018. Upon the August discovery of sewage backed up in the office building at 1001 River Drive, Northwester Energy was contacted but found no loss of power to the lift station. PWD then contacted Mr. Coffman who determined that one of two primary fuses and the lone secondary fuse were both blown. This resulted in the loss of the control and alarm system. Mr. Coffman replaced the fuses and the system resumed operation. Mr. Leland asked the group what steps have been taken to insure there is no repeat of the August event. PWD and Sewer Dept. representatives stated that city personnel were stopping by the lift station once a day to check that the lights on the control panel were on indicating the control power was on. They stated that no other modifications to the system had been done. The meeting discussion then focused on the possible causes of the fuse failures. System age was estimated using

shop as-built drawings in the control panel dated 3/16/92. It was not known if the fuses were the originals. The fuses are located in the control panel on a false-back mounting panel and are subject to vibration from the contactors engaging and disengaging and transformer vibration. Both Fuses were discarded so exact type of failure, broken fuse element or overload, or short circuit, is unknown. Mr. Leland continued to express skepticism that lift station reliability was dependent on only one fuse, since loss of any one of the three different control transformer fuses would lead to catastrophic failure. Mr. Coffman then pointed out a battery enclosed behind a circuit board in the control panel. A review of the documentation manual kept in the control panel identified the battery as the standby power source for the alarm system in the event of loss of utility power. A test was then conducted where the alarm float was triggered with utility power on, after a short delay the alarm light and buzzer turned on. Upon turning off the breaker to the control transformer (which simulated the blown control voltage transformer fuses) both the light and buzzer ceased operation. With control voltage power still off Mr. Leland measured the battery voltage and found no voltage present. When utility power was turned back on voltage at the battery was measured at 14 volts DC. this showed that the battery charging circuitry was still trying to charge the failed battery. None of the city employees appeared to be aware of the battery's existence and no one had any recollection of it having ever been tested or replaced during the life of the system.

Conclusion: For some as yet undetermined reason, fuses protecting the control voltage transformer failed. This caused the sewage pumps to stop operating. The standby battery had failed prior to the August event resulting in the disabling of the alarm system. This led to an undetected backup of sewage in the system and the subsequent damage to the building at 1001 River Dr.

Note: The operation and maintenance literature for the lift station control system undoubtedly advises periodic replacement of the 12 volt standby battery. In addition, normal operating procedure should have

included periodic testing of the standby system. Also, as an ageing critical infrastructure system, an independent automated call alert system would greatly reduce the chance of future catastrophic failure.

https://www.cdc.gov/healthywater/global/sanitation/workers_handlingwaste.html

<https://www.cdc.gov/niosh/docs/2002-149/pdfs/2002-149.pdf>

<https://www.plumbingsupply.com/what-to-do-when-your-sewer-backs-up.html>

<http://www.balkanplumbing.com/sewer-backup-risks-prevention/>

<https://www.in.gov/isdh/22963.htm>

<https://www.thebalance.com/replacement-cost-insurance-vs-actual-cash-value-4154015>

https://www.google.com/search?sxsrf=ACYBGNSkZWLTcoDZxEi2zA-ajkljAIUKRg%3A1569355242537&ei=6nWKXaa1IInN-gT_jqWADw&q=sewage+pumping+livingston+mt&oq=sewage+pumping+livingston+mt&gs_l=psy-ab.3..33i299.1427.2415..2704...0.0..0.85.460.7.....0.....1..gws-wiz.....35i39.pSIrmH083ko&ved=0ahUKEwim0ofunrkAhWJpp4KHx9HCfAQ4dUDCAo&uact=5#spf=1569355572321

<https://www.weforum.org/agenda/2017/02/government-responsibility-to-citizens-anne-marie-slaughter/>

Item Attachment Documents:

- A. ORDINANCE NO. 2083 REPEALING CHAPTER 2 SECTION IV SECTIONS 2-47 THROUGH 2-53 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED DEPARTMENTS.**

ORDINANCE NO. 2083

AN ORDINANCE OF THE CITY COMMISSION OF LIVINGSTON, OF THE CITY OF LIVINGSTON, MONTANA OF IT’S INTENT TO REPEAL LIVINGSTON MUNICIPAL CODE CHAPTER 2, ARTICLE IV SECTIONS 2-47 THROUGH 2-53 ENTITLED “DEPARTMENTS”.

Preamble.

The purpose of this ordinance is to eliminate portions of the Livingston Municipal Code that no longer pertain to current organizational structures and legislate organizational processes that are an administrative function of the City Manager. The referenced sections of code are not legislative in nature and unnecessarily constrain the City Manager in fulfilling his duties under State Law and City Ordinances.

WHEREAS, the Livingston City Commission recognizes that the City has begun the process of re-writing portions of the Livingston Municipal Code that are outdated as directed by the Livingston City Commission under the Organizational Strategic Plan; and

WHEREAS, it is believed by the City Commission that Chapter 2 Article IV sections 2-47 through 2-53 is an administrative function performed by the City Manager.

NOW, THEREFORE, BE IT ORDAINED, by the City Commission of the City of Livingston, that Chapter 2 Article IV entitled “Departments”, Sections 2-47 through 2-53 are hereby repealed as follows with deletions struck-through:

~~Article IV. Departments~~

~~Sec. 2-47. Establishment of departments and department heads.~~

~~A. The administrative functions of City government are divided into the following departments: Finance, Planning, Public Works, Police, Fire and Law.~~

~~B. A department head will be appointed for each department who shall be hired and supervised by the City Manager.~~

~~(Ord. 1981, 12/4/06)~~

~~Sec. 2-48.—Acting department heads.~~

~~During a vacancy or periods when any department head is on an authorized leave of absence, the Manager may appoint a person to undertake the duties and responsibilities of the officer for a designated time and such person shall be designated as "acting" in such capacity.~~

~~(Ord. 1981, 12/4/06)~~

~~Sec. 2-49.—City Finance Director who may also be referred to as Finance Officer.~~

~~The Finance Officer shall be responsible for the following duties:~~

- ~~A.—Keeping an accurate accounting of all City funds according to standards of municipal accounting;~~
- ~~B.—Collecting, depositing and investing all City funds;~~
- ~~C.—Assisting in providing information for budget preparations;~~
- ~~D.—Filing proper reports with all Federal and State agencies as to City employee wages and benefits;~~
- ~~E.—Day to day supervision of Finance Department personnel; and~~
- ~~F.—Performing such other functions as may be assigned by the City Manager.~~

~~(Ord. 179, 10/17/94; Ord. 1981, 12/4/06)~~

~~Sec. 2-50.—Public Works Director.~~

~~The Public Works Director shall perform all duties incident to the supervision of the maintenance, operation and construction of the streets, alleys, water, sewer, sanitation, garbage, cemetery, building, parks and recreation departments and the employees and personnel thereof, subject to the direction of the City Manager.~~

~~(Ord. 1981, 12/4/06)~~

~~Sec. 2-51.—Department of Law.~~

- ~~A.—Department of Law. The Department of Law is hereby established under the direction, supervision and administration of the City Manager.~~
- ~~B.—Department Head. The City Attorney, who shall be appointed by the City Manager, shall be in charge of the Department of Law.~~

~~C.—Qualifications. The City Attorney shall be a resident and an elector of the City of Livingston, a citizen of the United States and shall have been admitted to the practice of law for at least five (5) years before the date of appointment.~~

~~D.—Duties. The City Attorney shall be the chief legal advisor of the City and of all the City's departments and offices. The City Attorney shall appear before all courts, administrative agencies and all legal proceedings which involve the City as a municipal corporation and political subdivision of the State of Montana. The City Attorney shall prosecute all misdemeanor criminal offenses committed within the jurisdiction of the City Court. The City Attorney shall draft all contracts, ordinances, resolutions, deeds, easements, and other legal documents for the City and shall provide legal advice and render written opinions on questions pertaining to the duties, rights, liabilities and powers of the City, its officers and employees, as may be requested by the City Manager or the City Commission and perform such other duties as may be required by law or ordinance.~~

~~(Ord. 1969, 6/5/06; Ord. 1981, 12/4/06)~~

~~Sec. 2 52.— Nepotism, public contracts and interest in sales or purchases.~~

~~All officers and employees shall be subject to State law with regard to restrictions upon nepotism in the appointment or employment of any person.~~

~~All officers and employees shall be subject to State law prohibiting an interest, as defined by State law, in any City contract or in sales or purchases by the City.~~

~~(Ord. 1981, 12/4/06)~~

~~Sec. 2 53.— Suspension or removal from office.~~

~~The Chairman may suspend or remove, with the consent of a majority of the City Commission, any appointive officer, for neglect of duty or misbehavior, after notice to the party affected and hearing before the City Commission.~~

~~(Ord. 1981, 12/4/06)~~

This Ordinance shall take affect 30 days after its final passage an approval.

PROVISIONALLY PASSED AND ADOPTED at a regular session of the City Commission of the City of Livingston, Montana held on October 1, 2019.

FAITH KINNICK
Recording Secretary

PUBLIC NOTICE

The public is invited to attend and comment at a public hearing to be held on October 1, 2019, at 5:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on the first reading of **AN ORDINANCE OF THE CITY COMMISSION OF LIVINGSTON, OF THE CITY OF LIVINGSTON, MONTANA OF IT'S INTENT TO REPEAL LIVINGSTON MUNICIPAL CODE CHAPTER 2, ARTICLE IV SECTIONS 2-47 THROUGH 2-53 ENTITLED "DEPARTMENTS"**. A copy of the ordinance is available on the City bulletin board for inspection at the City Office, 414 East Callender Street, Livingston, MT 59047. For further information, call Faith Kinnick at (406) 823- 6002.

Faith Kinnick
City of Livingston

FINALLY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Livingston, Montana, upon second reading at a regular session thereof held on October 15, 2019

DOREL HOGLUND, CHAIR

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

PUBLIC NOTICE

The public is invited to attend and comment at a public hearing to be held on October 15, 2019, at 5:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on the second reading of **AN ORDINANCE OF THE CITY COMMISSION OF LIVINGSTON, OF THE CITY OF LIVINGSTON, MONTANA OF IT'S INTENT TO REPEAL LIVINGSTON MUNICIPAL CODE CHAPTER 2, ARTICLE IV SECTIONS 2-47 THROUGH 2-53 ENTITLED "DEPARTMENTS"**. A copy of the ordinance is available on the City bulletin board for inspection at the City Office, 414 East Callender Street, Livingston, MT 59047. For further information, call Faith Kinnick at (406) 823- 6002.

Item Attachment Documents:

- A. RESOLUTION NO. 4883: A RESOLUTION OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA ACCEPTING THE PRELIMINARY ENGINEERING REPORT (PER) FROM TD&H ENGINEERING (TD&H) REGARDING THE LIVINGSTON WASTEWATER COLLECTION SYSTEM, AND ACCEPTING RECOMMENDED IMPROVEMENTS BASED ON ENGINEERS PRELIMINARY ENGINEERING REPORT.**

RESOLUTION NO. 4883

A RESOLUTION OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA ACCEPTING THE PRELIMINARY ENGINEERING REPORT (PER) FROM TD&H ENGINEERING (TD&H) REGARDING THE LIVINGSTON WASTEWATER COLLECTION SYSTEM, AND ACCEPTING RECOMMENDED IMPROVEMENTS BASED ON ENGINEERS PRELIMINARY ENGINEERING REPORT.

WHEREAS, the City of Livingston is responsible for providing sanitary wastewater services for the public health and wellbeing of its citizens within the city limits; and

WHEREAS, the majority of the city’s wastewater service lines were originally installed in the 1920’s and constructed from clay tile pipe which has a life expectancy of only 50-60 years, and is prone to collapse or root penetration. A few sewer main extensions have been added over the years, currently the majority of the city wastewater services lines are greater than 50 years old; and

WHEREAS, the City commissioned TD&H Engineering for the purpose of the evaluating the City’s aged wastewater infrastructure, modeling the collection system for capacity, cataloging the wastewater line information, identifying “high-risk” lines and or deficiencies, providing a prioritized list of potential improvements to accommodate reasonable growth, and to provide estimates for each improvement; and

WHEREAS, TD&H has submitted their findings as a 198-page Preliminary Engineering Report (PER). The executive summary has been extracted from the PER attached to and incorporated herein as “Exhibit A” the entire document is available on the city webpage at <http://www.livingstonmontana.org/Final%20Livingston%20Collection%20System%20PER%20Flattened.pdf> .

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

The City Commission hereby accepts and adopts the entire Preliminary Engineering Report from TD&H Engineering regarding the Livingston Wastewater Collection System, and concurs with the recommended improvements based on the prioritized list contained within the findings. The City Manager and staff are hereby authorized to initiate the planning process.

DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

0.0 EXECUTIVE SUMMARY

A. SUMMARY

The purpose of this Preliminary Engineering Report (PER) is to provide a review of the existing gravity collection system in Livingston, Montana and develop possible solutions to any identified problems. This study will:

- Evaluate the conveyance capacity of the current system with existing and projected 20-year design flows
- Catalog gravity collection with respect to pipe age, material, size and known defects
- Identify high-risk mains, expected to be contributing to the City's high inflow and infiltration
- Develop possible collection system alternatives, including preliminary cost estimates
- Evaluate alternatives with respect to cost, feasibility, required operations and maintenance (O&M), and impacts the human health and the environment
- Prioritize potential improvements.

The wastewater collection system is owned and operated by:

The City of Livingston
330 N. Bennett Street
Livingston, Montana 59047

This report evaluates the collection system to determine immediate needs for reliability, safety and public health. The City of Livingston has experienced consistent annual growth are 0.25% in recent years. Given the population boom happening in the neighboring Gallatin Valley, the local population growth is expected to increase to 2.6% annually.

B. ALTERNATIVES CONSIDERED

Nine alternatives were considered. These alternatives included:

- Alternative 1-No Action
- Alternative 2-N. 5th Street Capacity Increase
- Alternative 3-Northern Trunk Main Capacity Increase
- Alternative 4-Park Street Capacity Increase
- Alternative 5-W. Geyser Street Capacity Increase
- Alternative 6-E. Lewis Street Replacement
- Alternative 7-Green Acres Subdivision
- Alternative 8- Civic Center
- Alternative 9-Centennial Lift Station

C. SUMMARY OF RECOMMENDED IMPROVEMENTS

Throughout the evaluation presented in this PER, Alternatives 2, 3, 4, 5, 6, 7,8, and 9 were deemed feasible and beneficial to the City of Livingston. As such, each of these eight

alternatives are recommended. The recommended improvements have been prioritized based on estimated construction cost, impacts to human health and the environment, logistical feasibility, and required O&M procedures.

The prioritized list and associated costs are summarized in Table 0-1.

Table 0-1 Project Cost Estimate Summary		
Priority	Project Name	Total Estimated Construction Cost
1	Northern Trunk Main Capacity Increase	\$1,291,000
2	W Geyser Street Capacity Increase	\$1,992,000
3	N 5th Street Capacity Increase	\$3,116,000
4	Centennial Lift Station	\$474,000
5	Park Street Capacity Increase	\$4,332,000
6	E. Lewis Street Replacement	\$2,709,000
7 (tie)	Greens Acres Subdivision	\$2,260,000
7 (tie)	Civic Center	\$616,000

Conversations with City staff regarding financial planning are necessary at this time. It is believed that the City's need for the existing aging and undersized mains to be replaced and upsized could result in a competitive application for grant and low interest loans.

D. ACKNOWLEDGEMENTS

City of Livingston personnel, including Mr. Shannon Holmes - Public Works Director, Mr. Matt Whitman - Project Manager, and Mr. Tom Schweigert - Water/Sewer Foreman were helpful in providing data and other historic information on the system. Their direction guided the recommendations in this report. The community has shown concern for the potential problems with the aging wastewater systems included in this report and has a strong desire to address the problem in the way that allows for future growth and reduces risk to public health and the environment.

Item Attachment Documents:

- B. RESOLUTION NO. 4884: A RESOLUTION OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH BURTON PLANNING SERVICES, FOR THE CITY'S GROWTH POLICY UPDATE.**

RESOLUTION NO. 4884

A RESOLUTION OF THE CITY COMMISSION, OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH BURTON PLANNING SERVICES, FOR THE CITY’S GROWTH POLICY UPDATE.

WHEREAS, the City of Livingston seeks to update the City’s Growth Policy to reflect the needs and desires of the community that will provide meaningful guidance to the City for future land use decisions; and

WHEREAS, there are sufficient funds to undertake this project, the City desires to commission Burton Planning Services to perform the growth policy update according to the terms and conditions set forth in the professional services agreement which is attached to and incorporated herein as “Exhibit 1”;

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

The professional services agreement with Burton Planning Services is hereby approved. The City Manager is hereby authorized to sign the said agreement on behalf of the City and execute fully.

DOREL HOGLUND, Chair

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK
Recording Secretary

JAY PORTEEN
City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2019, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the "City"), and BURTON PLANNING SERVICES, an Ohio company with its principal office located at 252 Electric Ave., Westerville OH 43081 (hereinafter referred to as the "Consulting Professional"; and together with the City, the "Parties").

RECITALS:

- A. The City desires to have a comprehensive update to the City's Growth Policy. The update will reflect the desires and needs of the community and will provide meaningful guidance to the City for future land use decisions.
- B. Because there are sufficient funds to undertake this project, the City now desires for the above named Consulting Professional to perform the comprehensive growth policy update, and the Consulting Professional desires to perform the comprehensive growth policy update, all according to the terms and conditions set forth below.
- C. The Consulting Professional is engaged in the business of professional planning consulting, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the Services (as defined below), and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. CONSULTING PROFESSIONAL'S SERVICES. City agrees to retain Consulting Professional to perform all services and comply with all obligations, including but not limited to the timelines, specified or indicated in the Scope of Work attached hereto and incorporated herein as **Exhibit A** (collectively, the "Services").

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

4. NATURE OF RELATIONSHIP.
 - a. The Consulting Professional states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Consulting Professional shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Consulting Professional has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Consulting Professional shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor. Because Consulting Professional is an independent contractor, Consulting Professional is not entitled to any worker's compensation or any benefit of employment with the City.

 - b. The Consulting Professional agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for itself or for any employees engaged by the Consulting Professional in performance of this Agreement.

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

5. COMPENSATION.

- a. For the satisfactory completion of the Services, the City will pay the Consulting Professional a sum not to exceed Seventy-Four Thousand, Seven Hundred and Ninety-Five and No/100 Dollars (\$74,795.00).
- b. The Consulting Professional shall submit an invoice every month if it has provided the City with Services during the preceding month. The invoices will include charges for the Services actually performed during the associated billing period. The invoices shall include, at a minimum, the following information: (i) a clear description of the tasks performed; (ii) identification of the project with which all charges are associated; (iii) the contracted dollar amount for the Services, if applicable; (iv) the Services completed to date for the associated project; and (v) the Services that remain to be completed for the associated project.
- c. In addition to the requirements set forth in subpart 5.b., above, in connection with obtaining payment under this Agreement, the Consulting Professional agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Consulting Professional assumes responsibility for the late filing of a claim.
- d. In the event the Consulting Professional seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Consulting Professional must seek prior written authorization from the City before such expenditure is incurred. If the Consulting Professional fails to obtain prior written authorization, the Consulting Professional shall not be entitled to payment for the unauthorized work, materials or services.

6. CONSULTING PROFESSIONAL'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES. The Consulting Professional represents and warrants as follows:

- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services.

- b. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing of the Services.
 - c. It has reviewed and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
 - d. In connection with the Services, it will exercise the standard of care that is ordinarily used by members of the Consulting Professional's profession practicing under similar conditions at the same time and in the same locality.
7. OWNERSHIP OF DOCUMENTS. All data, information, work in progress, documents, reports, and intellectual property developed in connection with any work under this Agreement, both in hard-copy form and as may be embodied on computer diskettes or similar information recording and storage media, is deemed the City's property and, upon request, shall be delivered to the City. Following the City's acceptance of materials described in this paragraph, the City shall indemnify and hold Consulting Professional harmless for any changes or revisions to the plans and related documents the Consulting Professional prepares under this Agreement that are made without Consulting Professional's knowledge and written consent. The City's use of any files that are secured from the Consulting Professional that are not in final format is at the City's own risk.
8. TERMINATION OF THIS AGREEMENT.
- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Consulting Professional shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of twenty-one (21) days after receiving the written notice from the Consulting Professional to cure the failure to perform. If the City fails to cure its failure to perform within the 21-day cure period, the Consulting Professional shall provide the City with a written notice to terminate this Agreement. The Consulting Professional may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Consulting Professional is at fault for the City's nonpayment.
 - b. The City may terminate this Agreement upon not less than thirty (30) days prior written notice to Consulting Professional. If the City terminates this Agreement for

a reason other than fault of the Consulting Professional, the Consulting Professional shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

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

 10. INSURANCE. In addition to any other insurance which Consulting Professional may choose to carry, the Consulting Professional shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers' compensation as required by the law of the state in which Consulting Professional is located; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate; and (c) professional liability with a limit of \$1,000,000 per claim and ~~\$1,500,000~~ aggregate made against Consulting Professional for errors or omissions in the performance of this Agreement. Consulting Professional's certificates of insurance are attached hereto and incorporated herein as **Exhibit B**. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
- KAB* \$1,000,000
11. COMPLIANCE WITH LAWS. The Consulting Professional agrees it will comply with all federal, state and local laws, rules and regulations.

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

18. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Consulting Professional or the City from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
21. VENUE. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue under this Agreement.
22. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.
23. LIAISON. The designated liaison with the City is Jim Woodhull, who can be reached at (406) 222-4903. The Consulting Professional's liaison is _____, who can be reached at _____.
24. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the state of Montana, without regard to its conflicts of law principles.

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

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

CITY OF LIVINGSTON

BURTON PLANNING SERVICES



Michael Kardoes, City Manager

Name: Kimberly Burton

Title: President

[EXHIBIT 1]

[Exhibit A]

[Scope of Work]

Public Participation Plan

Informing and Educating the Public

The following mechanisms will be utilized to inform and educate the public about the Growth Policy update and the significant issues under consideration. Use of these mechanisms will motivate participation of residents and stakeholders in the process and encourage meaningful dialogue that will help shape the Growth Policy.

- Branding of the project.
- Project webpage or website, which will be updated regularly to include relevant and timely information and opportunities for public and stakeholder participation. Opportunity will also be provided for residents to subscribe to an email update list through the website.
- Utility bill mailers that draw attention to the planning process and opportunities for public and stakeholder involvement. There will be two instances of mailing invitations for public meetings.
- Social media campaign, which will include regular posts to inform audience of relevant information and opportunities in a timely manner.
- Coordination of cross-posting on partners' websites and social media.
- Email blasts - periodic "opt-in" emails to residents and other stakeholders about relevant and timely information and opportunities
- Media releases – five instances:
 1. Plan Kick-off
 2. Public meeting announcement
 3. Online survey
 4. Public meeting announcement
 5. Draft Plan adoption
- Newspaper articles – per media interest from releases.

Gathering Responses

The following mechanisms for public participation will be used in gathering responses to our team's inquiries:

- E-survey via digital survey platform such as SurveyMonkey.
- Booth at public event (such as a community festival or fair).
- Presentation to Planning Board introducing the planning team and project.
- Stakeholder interviews to collect critical information from community leaders.
- Public meeting to collect information from members of the community.
- Public meeting to gather feedback on Draft Plan.

- Presentation to Planning Board to collect feedback on the Draft Plan.
- Presentation of the Draft Growth Policy.

The following mechanisms will be used for presenting the draft growth policy to the general public and the City:

- Webpage/website with comment function
- Social media
- Media releases
- Newspaper article (per media interest from release)
- Public meeting to gather feedback on the Draft Plan
- Presentation to Planning Board to collect feedback on the Draft Plan
- Meeting with City of Livingston to receive feedback on Draft Plan
- Final Presentation to Planning Board and/or City
- Project close-out with City

Documenting Public Participation

We will utilize a variety of mechanisms for documenting public participation and the analysis of the responses. The documentation resulting from the following mechanisms will be compiled and provided as an appendix to the Growth Policy. Graphics will be used whenever appropriate.

- Sign-in sheets from public meetings.
- Written summaries of public meetings.
- Written summaries of meetings with the City's staff.
- List and written summary of comments received via the webpage/website at different stages of the Growth Policy update process.
- Microsoft Excel and/or online surveying tool analysis of survey results.
- Written summary of survey analysis.
- Webpage/website analytics.
- List and written summary of any other comments received by the public via social media, email, and hard copy letters.

Examples:

See the attached selection of public engagement material examples from our other projects on page 31.

- Website (<http://burtonplanning.com/plancr25a/>)
- Public meeting invitation utility bill insert
- Public meeting invitation
- Meeting Summary
- Meeting Exhibit



Personnel:

Public participation responsibilities will be shared among our team members. Specific roles include:

- Susan Vincent: Branding
- Anna van der Zwaag: Webpage/website development, social media campaign
- Amelia Mansfield: Public meetings and presentations, media releases, newspaper articles
- Jim Lenner: Public meetings and presentations
- Kathleen McMahon: Public meetings and presentations, survey development

Staff Availability

The BPS team has the capacity to proceed immediately with this proposed process. Our team will be managing multiple contracts during this project time period of September 2019 through August 2020. Below is the availability of the key staff that will be working on this project.

Staff Availability

Key Staff	Firm	Main Project Role	Workload Availability
Kimberly Burton	BPS	Project Management	15%
Amelia Mansfield	BPS	Project Management, Strategies & Implementation, Public Involvement	40%
Kathleen McMahon	AC	Needs Assessment, Public Involvement	25%
Jim Lenner	BPS	Needs Assessment, Strategies & Implementation, Public Involvement	30%
Susan Vincent	BPS	Needs Assessment, Strategies & Implementation, Public Involvement	60%
Anna van der Zwaag	BPS	Public Involvement	40%
Brett Morris	BPS	Needs Assessment	55%



Project Timeline

The Growth Policy Update project schedule is divided into five major tasks which will take place over a twelve-month time period. The proposed project timeline is detailed below.

TASK	START	END	2019			2020								
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1: Project Initiation and Management	Tue, 10/15/19	Wed, 9/30/20	[Green bar spanning Oct 2019 to Sep 2020]											
Project Initiation	Tue, 10/15/19	Fri, 11/15/19	[Green bar]											
Ongoing Project Management	Tue, 10/15/19	Wed, 9/30/20	[Green bar spanning Oct 2019 to Sep 2020]											
Project Close-Out	Tue, 9/1/20	Wed, 9/30/20												[Green bar]
2: Needs Assessment	Tue, 10/15/19	Tue, 3/31/20	[Green bar]											
Review 2017 Growth Policy	Tue, 10/15/19	Tue, 10/15/19	[Green bar]											
Collect Base Information	Tue, 10/15/19	Fri, 11/29/19	[Green bar]											
Establish Goals and Objectives	Mon, 12/2/19	Fri, 1/31/20				[Green bar]								
Analyze Base Information	Thu, 1/2/20	Fri, 2/28/20				[Green bar]								
Project Trends	Mon, 2/3/20	Tue, 3/31/20				[Green bar]								
Identify Needs	Mon, 3/2/20	Tue, 3/31/20				[Green bar]								
3: Growth Policy Update	Mon, 3/2/20	Tue, 6/30/20				[Green bar]								
Identify Strategies	Mon, 3/2/20	Fri, 5/29/20				[Green bar]								
Create Implementation Plan	Wed, 4/1/20	Tue, 6/30/20				[Green bar]								
Other Inclusions	Mon, 3/2/20	Fri, 5/29/20				[Green bar]								
4: Growth Policy Review & Adoption	Wed, 7/1/20	Wed, 9/30/20							[Green bar]					
Review of Draft Growth Policy	Wed, 7/1/20	Fri, 7/31/20							[Green bar]					
Review of Final Growth Policy	Mon, 8/3/20	Mon, 8/31/20							[Green bar]					
Adoption	Tue, 9/1/20	Wed, 9/30/20							[Green bar]					
5: Public Involvement	Tue, 10/15/19	Wed, 9/30/20	[Green bar spanning Oct 2019 to Sep 2020]											

Budget

Task	BPS Labor Costs	Subconsultant Costs	Direct Costs	Total Costs
Task 1: Project Initiation & Management	\$7,250	\$480	\$95	\$7,825
Task 2: Needs Assessment	\$23,250	\$4,480	\$0	\$27,730
Task 3: Growth Policy Update	\$8,750	\$0	\$0	\$8,750
Task 4: Growth Policy Review & Adoption	\$3,500	\$320	\$1,000*	\$4,820
Task 5: Public Involvement & Meetings	\$14,500	\$6,880	\$4,450**	\$25,580
Totals	\$57,250	\$12,000	\$5,545	\$74,795

* Printing of one (1) unbound, reproducible copy and ten (10) bound copies of the draft final Growth Policy document (shipping cost for the documents is under Task 1).

** Includes 5 team visits to Livingston by BPS and subconsultant where public involvement activities, ground work, and meetings with the client will be consolidated in order to be budget-conscious.

[EXHIBIT 1]

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[Exhibit B]

[Certificates of Insurance]

Item Attachment Documents:

- B. DISCUSS/APPROVE/DENY- APPROVING LIVINGSTON CONSERVATION BOARD FINAL DRAFT BY-LAWS.**

CITY CONSERVATION BOARD

BY-LAWS

October 2019

ARTICLE I – CITY CONSERVATION BOARD, PURPOSE

Section 1: The name of this municipal board shall be The Livingston City Conservation Board.

Section 2: The Livingston City Conservation Board is organized for the purpose of identifying opportunities for the City of Livingston to reduce costs and promote sustainable growth by implementing energy efficient equipment, procedures, or systems and incorporate renewable energy feasible. Additionally, the Board can aid in community-wide sustainability education and promote opportunities for citizens to fund private energy saving projects. The Board shall advise the City Commission on topics such as:

- Building efficiency strategies
- Renewable energy
- Recycling
- Tracking of energy use
- Energy saving initiatives

ARTICLE II – MEMBERSHIP

Section 1: The membership of the Livingston City Conservation Board shall consist of five (5) citizen members and one (1) youth member appointed by the Chair of the Commission with the consent of the Commission.

ARTICLE III – MEETINGS

Section 1: The monthly meetings will be held on the second Thursday of each month at the City-County Building. The meetings will start at 5:30 p.m.

Section 2: Special Meetings. Special meetings may be called by the Chair and one other Board member.

Section 3: Notice. All meetings will be noticed in accordance with City noticing policy, City Ordinance and State law.

Section 1: Board Role, Size, Compensation. The Livingston City Conservation Board shall have five (5) members. A sixth (6th) seat shall be reserved for a youth member between the ages of 15-19, if available, and will be granted full voting rights. It is desired the Board strive to maintain representation from the business community and environmental organizations. The Board receives no compensation other than reasonable expenses.

Section 2: Terms. Members shall be appointed to two (2) year overlapping terms based on the calendar year with the youth member serving a one (1) year term based on the school year (July-June). To establish the overlapping terms of office, the appointment of three Conservation Board members shall be for a one (1) year term and two members shall be appointed to two (2) year terms and the youth member will be appointed in the first July after the Board is created. Thereafter, all other appointments to the Livingston City Conservation Board shall be for two year terms with the exception of the youth member.

Section 3: Quorum. A quorum consists of a majority of appointed Board members. No official action can be transacted or motions made or passed without a quorum present.

Section 4: Officers and Duties. At the first meeting of each calendar year, the Board will elect, from its members, a Chair and a Vice-Chair. The Chair will perform the following duties:

1. Control and run all meetings to include deciding who will have the floor, how debate will take place, and maintaining order.
2. Sign all official documents of the Board.
3. Assure that minutes are taken of the Board's meetings.
4. Promote efficient use of the Board's time while assuring that all interested parties have an opportunity to participate in Board activities.

The Vice-Chair shall perform the duties of the Chair in the Chair's absence.

The Board may choose to elect a Secretary. The Secretary shall be responsible for keeping records of the Board actions and/or recommendations, including overseeing the taking of audio recordings and minutes, sending out meeting announcements and distributing copies of minutes and the agenda to each Board member. If the Board chooses not to elect a Secretary, the Secretary duties shall be accomplished by the Chair.

Section 5: Order. Meetings will be run under "Robert's Rules of Order". All speakers, including board members, must be recognized by the Chair and granted the floor before proceeding. Speakers should direct their comments to the Board through the Chair and avoid speaking directly to any member. Likewise, members must ask the Chair's permission to directly question a speaker.

Formality must be maintained when conducting a public hearing. Comments for and against an issue must be called for three (3) times each and the Chair needs to see that the comment stays on the subject and does not become repetitive.

When voting on an issue, the Chair shall call for those “in favor” and those “opposed”. The Chair will tally the votes and, once the vote is done, will announce whether the motion passes or fails and state the number of votes for and against. The vote of each member will be reflected in the minutes of the meeting.

Section 6: Conduct of Business and Communication. In making recommendations to the City Commission relating to energy conservation, the Conservation Board will seek to ensure the integrity of the public record of its proceedings.

The Conservation Board’s communication with the Governing Body shall be through its formal recommendation for conservation measure. The Board’s recommendation will, at a minimum, include: A cover letter stating the recommendation; the Board’s supporting facts, and any exhibits relating to the issue.

Section 7: Vacancies. When a vacancy on the Board exists, the City Administration will initiate the advertising process outlined in the City Commission’s Board policy.

Section 8: Resignation, Termination and Absences. Resignation from the Board must be in writing and received by the Secretary or Chair. The Board shall recommend to the City Commission the removal of any member who has accumulated three unexcused absences from Board meetings in one year. A Board member may be removed for cause by the City Commission.

ARTICLE V – AMEMDMENTS

Section 1: These Bylaws may be amended when necessary by majority vote of the City Commission.

These Bylaws were approved at a regular meeting of the Livingston City Commission on

This _____ of _____, 2019.