



# Livingston City Commission Agenda

September 20, 2016

6:30 PM

City – County Complex, Community Room

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## 1. Call to Order

## 2. Roll Call

## 3. Moment of Silence

## 4. Pledge of Allegiance

## 5. Consent Items

- A. CONSENT - Approve Minutes from Regular 9.6.16 Commission Meeting Page 6
- B. CONSENT - Approve Bills and Claims First Half of Sept 2016 Page 11
- C. CONSENT - Ratify Claim 1st Half Sept 2016 Page 19
- D. CONSENT - Approve Eric Oden to City Tree Board Page 23
- E. CONSENT - Approve waiver request of \$110 for rental of Civic Center for annual Spay/Neuter Clinic
- F. CONSENT - Approve Waiver request from Park High for Homecoming Event Page 25

## 6. Proclamations

## 7. Scheduled Public Comment

- A. Scott Buecker and Brian Viall from AE2S presenting an update on where we currently stand on the project for the new Water Reclamation Facility.
- B. Active Transportation Coalition update and progress report Page 41
- C. Public Comments regarding Highway signage

**8. Public Hearings**

**9. Ordinances**

**10. Resolutions**

- A. RESOLUTION NO. 4697 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA LIFTING THE TEMPORARY BAN ON OUTDOOR BURNING WITHIN THE CORPORATE LIMITS OF THE CITY OF LIVINGSTON, MONTANA. Page 43
  
- B. RESOLUTION NO. 4700-- A RESOLUTION RELATING TO \$750,000 GENERAL OBLIGATION BONDS, SERIES 2016; DETERMINING THE FORM AND DETAILS; AUTHORIZING THE EXECUTION AND DELIVERY; AND LEVYING TAXES FOR THE PAYMENT THEREOF Page 46
  
- C. RESOLUTION NO. 4701 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN INTER- GOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH THE PUBLIC PROCUREMENT AUTHORITY RELATING TO THE PURCHASE OF THE CITY'S NEW FIRE ENGINE AND EQUIPMENT. Page 65
  
- D. RESOLUTION NO. 4698 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA APPROVING LIVINGSTON FIRE AND RESCUE AUTOMATIC AID AGREEMENT WITH PARK COUNTY RURAL FIRE DISTRICT #1 AND AUTHORIZING THE CITY MANAGER AND FIRE CHIEF TO SIGN THE AUTOMATIC AID AGREEMENT. Page 82
  
- E. RESOLUTION NO. 4702 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH XYLEM WATER SOLUTIONS USA, INC. FOR EQUIPMENT AND COMPONENTS NECESSARY FOR THE WATER RECLAMATION FACILITY UPGRADES. Page 89
  
- F. RESOLUTION NO. 4699 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL #630, WHICH AGREEMENT SHALL BE FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2018. Page 162

**11. Action Items**

- A. DISCUSS/APPROVE/DENY - URA RECOMMENDAITON TO APPROVE TD&H REQUEST FOR \$30,000 FOR DESIGN PROPOSAL WITH THE AMENDMENT TO INCLUDE DESIGN COST ESTIMATES FOR ABOVE AND BELOW GROUND TREE PLANTERS Page 191
- B. DISCUSS/APPROVE/DENY -- LETTER TO MONTANA DEPARTMENT OF TRANSPORTATION (MDT) SUPPORTING CHANGE TO INTERSTATE SIGNAGE FOR LIVINGSTON EXISTS ON INTERSTATE 90
- C. DISCUSS/APPROVE/DENY -- SCHEDULE SPECIAL MEETING TO DISCUSS CITY MANAGER FINALIST(S) AND/OR POSSIBLE OFFER
- D. DISCUSS/APPROVE/DENY -- RESCHEDULING 10.4.2016 CITY COMMISSION MEETING TO 10.11.2016

**12. City Manager Comment**

**13. City Commission Comments**

**14. Public Comments**

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

**15. Adjournment**

**16. Calendar of Events**

**Calendar of Events**

**September 14, 2016 - 8:30 a.m. - Urban Renewal Agency - East Room, City/County Complex**

**September 19, 2016 - 4:30 p.m. - City- County Compact Meeting - Community Room, City/County Complex**

**September 20, 2016 - 6:30 p.m. - City Commission Meeting - Community Room, City/County Complex.**

**September 21, 2016 - 4:00 p.m. - Library Board - Park County Library, 228 West Callender**

**September 21, 2016 - 5:00 p.m. - Planning Board - Community Room, City/County Complex**

**September 28, 2016 - 6:30 p.m. - Parks and Trails Committee - Community Room, City/County Complex**

**October 3, 2016 - 5:30 - 7:30 p.m. City Manager Reception - Location to be determined**

**October 4, 2016 City Manager Interviews**

**October 5, 2016 - 1:00 p.m. - Active Transportation Committee - Community Room, City/County Complex**

**October 5, 2016 - 4:00 p.m. - City/County Meeting - MSU Extension Office, 119 South 3rd Street**

## **Supplemental Material**

**Police Department Monthly Report - August 2016**

**Public Works Monthly Report August 2016**

## **Notice**

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





**Backup material for agenda item:**

**CONSENT - Approve Minutes from Regular 9.6.16 Commission Meeting**

## MINUTES

**Livingston City Commission**  
**Tuesday, September 6, 2016**  
**6:30 p.m.**  
**City- County Complex, Community Room**

**1. Call to Order Roll Call**

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

**2. Moment of Silence**

**3. Pledge of allegiance**

**4. Consent Items (00:02:10)**

**A. CONSENT - Approve Minutes from 8.16.16 Regular Commission Meeting**

**B. CONSENT - Approve Bills and Claims 2nd Half of August 2016**

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

**5. Proclamations**

**6. Scheduled Public Comment**

**A. SCHEDULED PUBLIC COMMENT -- PRESENTATION FROM WISPWEST ON PROPOSED REPLACEMENT ANTENNA ON NORTH HILL (00:06:30)**

- Jessie Dupont and Nate Zeinke made comments (00:06:35)

**7. Public Hearings**

**A. RESOLUTION NO. 4695 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2016-2017. (00:22:30)**

- Schwarz made a motion to pass Resolution No. 4695. Friedman seconded.
  - All in favor, motion passed 5-0.

**8. Ordinances**

**9. Resolutions**

**A. RESOLUTION NO. 4696 -- A RESOLUTION RELATING TO GENERAL OBLIGATION BONDS, SERIES 2016; AUTHORIZING THE ISSUANCE AND SALE THEREOF; DELEGATING THE AWARD OF THE BONDS TO CERTAIN CITY OFFICIALS. (00:30:40)**

- Schwarz made a motion to pass Resolution No. 4696. Friedman seconded.
  - All in favor, motion passed 5-0.

**B. RESOLUTION NO. 4682 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH AFSCME LOCAL 2711A FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2019. (00:40:50)**

- Patricia Grabow made comments (01:02:30)
- Friedman made a motion to pass Resolution No. 4682. Hoglund seconded.
  - Motion passed 3-2. (Bennett and Sandberg opposed.)

**C. RESOLUTION NO. 4693 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA DECLARING ITS REVISED POLICY WITH RESPECT TO EXPENDITURES FROM THE BRYANT SKILLMAN BEQUEST. (01:05:27)**

- Cheryl McLaughlin made comments (01:34:30)
- Hoglund made a motion to approve Resolution No. 4693 with the omission of Section # 3. Schwarz seconded.
  - Motion passed 4-1. (Sandberg opposed.)

**10. Action Items**

**A. DISCUSS/APPROVE/DENY -- REQUEST FROM NORTHERN ROCKY MOUNTAIN ECONOMIC DEVELOPMENT DISTRICT (ROB GILMORE) FOR INCREASED FUNDING**

- Jeff Dickerson made comments (01:57:47)
- Patricia Grabow made comments (01:59:17)
- Friedman made a motion to increase funding from \$3,500 to \$5,000.00 to NRMEDD. Schwarz seconded.
  - Motion passed 4-1. (Sandberg opposed.)

**B. DISCUSS/APPROVE/DENY -- CONSIDER OR DEVISE METHOD TO PROMOTE PUBLIC PARTICIPATION IN DECISION ON PROPOSED CHANGES TO INTERSTATE SIGNAGE AT LIVINGSTON'S I-90 EXITS. (02:13:04)**

- Issue discussed and tabled until next meeting to be published for public comment.
- Patricia Grabow made comments (02:26:54)

**C. DISCUSS/APPROVE/DENY -- MCNAIR SKATE PARK REQUEST FOR SKILLMAN BEQUEST FUNDS (02:37:17)**

**C1. DISCUSS/APPROVE/DENY – LIVINGSTON YOUTH SOCCER ASSOCIATION RQUEST FOR SKILLMAN BEQUEST FUNDS (02:37:17)**

- (Action Items C and C1 discussed in tandem.) Sandberg made a motion to provide \$20,000 each to McNair Skate Park and Livingston Youth Soccer Association and leave the remaining balance in the Skillman Bequest Fund. Friedman seconded.
  - Motion failed 2-3. (Bennett, Hogle and Schwarz opposed.)
- Schwarz made a motion to provide \$25,000 each to McNair Skate Park and Livingston Youth Soccer Association and leave the remaining balance in the Skillman Bequest Fund. Friedman seconded.
  - Motion passed 3-2. (Hogle and Sandberg opposed.)

**D. DISCUSS/APPROVE/DENY -- PAYBACK TO SKILLMAN BEQUEST FROM SPECIAL IMPROVEMENT DISTRICT (SID) 180 (02:38:01)**

- Sandberg made a motion to payback the Skillman Bequest Fund immediately in one lump sum. Hogle seconded.
  - All in favor, motion passed 5-0.
- Friedman made a motion to extend the meeting beyond three hours. Schwarz seconded.
  - All in favor, motion passed 5-0.

**E. DISCUSS/APPROVE/DENY -- DETERMINE FINALISTS FOR CITY MANAGER POSITION AND SCHEDULE INTERVIEWS (03:23:23)**

- Sandberg made a motion to interviews five candidates including, Mr. Halstead, Mr. Mitchell, Mr. Kardoes, Mr. Graff and Mr. Riesberg. Schwarz seconded.
  - Motion passed 4-1. (Friedman opposed.)

**12. City Manager Comment**

**13. City Commission Comments**

- Sandberg made comments (03:53:00)
- Hogleund made comments (04:06:00)
- Bennett made comments (04:06:30)

#### **14. Public Comments**

- Patricia Grabow made comments (04:07:16)

#### **15. Adjournment** 10:38 p.m. (04:17:28)

**Backup material for agenda item:**

**B. CONSENT - Approve Bills and Claims First Half of Sept 2016**

For doc #s from 29899 to 30014, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	341010 SALE OF MAPS AND PUBLICAT	54 GATEWAY OFFICE SUPPLY	Misc Credit Per Gate	-6.29
1000 GENERAL	341010 SALE OF MAPS AND PUBLICAT	54 GATEWAY OFFICE SUPPLY	Misc Credit Per Gate	-3.18
1000 GENERAL	410130 CITY COMMISSION	603 MONTANA LEAGUE OF CITIES	MLCT Reg - Friedman	250.00
1000 GENERAL	410360 CITY JUDGE	329 WOOD, WENDY	Court araignments	20.00
1000 GENERAL	410360 CITY JUDGE	329 WOOD, WENDY	Court araignments	20.00
1000 GENERAL	410360 CITY JUDGE	329 WOOD, WENDY	Court araignments	20.00
1000 GENERAL	410360 CITY JUDGE	329 WOOD, WENDY	Court araignments	20.00
1000 GENERAL	410360 CITY JUDGE	329 WOOD, WENDY	Court araignments	20.00
1000 GENERAL	410360 CITY JUDGE	3184 MASTERCARD	City Court Duplicate	1,282.38
1000 GENERAL	410400 CITY MANAGER	54 GATEWAY OFFICE SUPPLY	USB Drive	7.60
1000 GENERAL	410400 CITY MANAGER	54 GATEWAY OFFICE SUPPLY	Red/Blk notebook	14.05
1000 GENERAL	410400 CITY MANAGER	54 GATEWAY OFFICE SUPPLY	Binders x4	19.96
1000 GENERAL	410400 CITY MANAGER	54 GATEWAY OFFICE SUPPLY	Credit Per Gateway	-1.51
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3646 CENTER FOR EDUCATION AND	HR Law Journal	254.95
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	DOT Screenings/Track	315.00
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	DOT Screenings/Track	83.80
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	DOT Screenings/Track	315.00
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	DOT Screenings/Track	79.50
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	DOT Screenings/Track	83.80
1000 GENERAL	410540 FINANCE OFFICER	603 MONTANA LEAGUE OF CITIES	MLCT Reg - Hogg	150.00
1000 GENERAL	410550 ACCOUNTING	153 POWERS, DIANE	Bank & errand runs	34.00
1000 GENERAL	410550 ACCOUNTING	3248 AGENDA PAL	Subscription Service	150.00
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	UB Online Fee	1.50
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	UB Online Fee	1.50
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	Wireless Mouse	29.04
1000 GENERAL	410550 ACCOUNTING	603 MONTANA LEAGUE OF CITIES	MLCT Reg - Cunningha	150.00
1000 GENERAL	411030 PLANNER	3298 EXEC U CARE SERVICES,	Cleaning of PW build	80.00
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Rug Maintenance	8.56
1000 GENERAL	411030 PLANNER	3184 MASTERCARD	Supplies - Costco	94.97
1000 GENERAL	411030 PLANNER	3387 J & H, Inc.	Canon copier Bldg&Pl	25.77
1000 GENERAL	411100 CITY ATTORNEY	3477 CITY OF LIVINGSTON	Driver History recor	11.25
1000 GENERAL	411100 CITY ATTORNEY	3477 CITY OF LIVINGSTON	Copy fee from County	2.75
1000 GENERAL	411100 CITY ATTORNEY	3477 CITY OF LIVINGSTON	Flash drive	26.97
1000 GENERAL	411100 CITY ATTORNEY	3477 CITY OF LIVINGSTON	batteries	6.99
1000 GENERAL	411100 CITY ATTORNEY	2823 WEST PAYMENT CENTER -	Charges August 2016	275.56
1000 GENERAL	411230 FACILITY MAINTENANCE	3391 WEED MASTERS	37% Lawncare	35.15
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	63 HOUSE OF CLEAN	37% Janitorial suppl	89.57
1000 GENERAL	411230 FACILITY MAINTENANCE	63 HOUSE OF CLEAN	37% Janitorial suppl	16.12
1000 GENERAL	411230 FACILITY MAINTENANCE	272 PARK COUNTY	37% Maintenance supp	341.76
1000 GENERAL	411230 FACILITY MAINTENANCE	3298 EXEC U CARE SERVICES,	August Office cleani	1,119.42
1000 GENERAL	411230 FACILITY MAINTENANCE	2001 KARNATZ TREE SERVICE	37% Trim Tree Branch	138.75
1000 GENERAL	411230 FACILITY MAINTENANCE	3042 ARTISTIC LANDSCAPING,LLC	37% Mow/trim lawn/Co	27.75
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	162 CENTURYLINK	Finance Office	373.00
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	272 PARK COUNTY	Phones	101.95
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	110 So B Street	886.06
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E.Callender Inte	3,121.17
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	330 Bennett Internet	886.06
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	Canon Copier lease	213.00
1000 GENERAL	411700 CENTRAL STORES	54 GATEWAY OFFICE SUPPLY	Office supplies	28.08
1000 GENERAL	411700 CENTRAL STORES	1196 MAILFINANCE	Lease- Postage machi	165.39
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel 374gal	764.63



09/13/16  
15:00:32

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 9/16

Page: 2  
Report ID: AP100Z

For doc #s from 29899 to 30014, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel fuel 425 gal	887.38
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	Canon Copier lease	275.29
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	late fee	38.89
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Postage Purchase	100.00
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Stamps.Com Monthly f	24.99
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Rubber bands	3.39
1000 GENERAL	420100 OPERATING ACCOUNT	272 PARK COUNTY	Phones	73.97
1000 GENERAL	420100 OPERATING ACCOUNT	1814 SPECIAL LUBE	Vehicle service - lu	40.00
1000 GENERAL	420100 OPERATING ACCOUNT	3644 FORT HARRISON BILLETING	Lodging Hard MELI Tr	404.00
1000 GENERAL	420100 OPERATING ACCOUNT	2426 GRANITETCS, INC	July IT support	57.00
1000 GENERAL	420100 OPERATING ACCOUNT	3645 SLEEPING GIANT ANIMAL	K-9 Vaccination-Bobi	18.00
1000 GENERAL	420100 OPERATING ACCOUNT	2671 COMDATA	August Fuel	1,086.50
1000 GENERAL	420100 OPERATING ACCOUNT	3376 TRANSUNION RISK &	Investigative search	25.00
1000 GENERAL	420100 OPERATING ACCOUNT	22 ALL SERVICE TIRE &	Vehicle Service/Lube	37.00
1000 GENERAL	420100 OPERATING ACCOUNT	2669 WATSON, GEORGE W., PHD	New Hire Psuch Evalu	775.00
1000 GENERAL	420100 OPERATING ACCOUNT	738 SIRCHIE	Evidence Collection	59.73
1000 GENERAL	420100 OPERATING ACCOUNT	3184 MASTERCARD	Mouthpiece - Past Un	75.85
1000 GENERAL	420100 OPERATING ACCOUNT	3184 MASTERCARD	Taser cartridges	243.07
1000 GENERAL	420100 OPERATING ACCOUNT	3184 MASTERCARD	Evidence Handling Tr	725.00
1000 GENERAL	420400 OPERATING ACCOUNTS	54 GATEWAY OFFICE SUPPLY	Office Supplies	3.18
1000 GENERAL	420400 OPERATING ACCOUNTS	272 PARK COUNTY	Phones	44.38
1000 GENERAL	420400 OPERATING ACCOUNTS	2671 COMDATA	August Fuel	528.95
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE	rivets, Drill bits	24.77
1000 GENERAL	420400 OPERATING ACCOUNTS	2634 MOTOROLA	Portable radios	3,075.00
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Card Reader	14.99
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Printer Cartridges	76.34
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Wildland Pants	261.99
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Book	20.30
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Aerial ladder pin	44.63
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE	Staples	4.99
1000 GENERAL	420403 BUILDING INSPECTION	2671 COMDATA	Fuel	153.73
1000 GENERAL	420403 BUILDING INSPECTION	2437 O'REILLY AUTOMOTIVE, INC	Wiper Blades	39.32
1000 GENERAL	430930 CEMETERY OPERATING	2671 COMDATA	Fuel	0.00
1000 GENERAL	430930 CEMETERY OPERATING	1642 BOZEMAN GRANITE WORKS	Move Monument	55.00
1000 GENERAL	430930 CEMETERY OPERATING	3184 MASTERCARD	Cemetery Cart	134.00
1000 GENERAL	430950 ROAMING OPERATING	59 NORTHERN ENERGY	Tank Rent 500 gal	94.00
1000 GENERAL	430950 ROAMING OPERATING	2087 WISPWEST.NET	Interest	44.95
1000 GENERAL	430950 ROAMING OPERATING	2671 COMDATA	Fuel	601.86
1000 GENERAL	430950 ROAMING OPERATING	402 ALPINE ELECTRONICS RADIO	Flash drive	5.19
1000 GENERAL	430950 ROAMING OPERATING	3040 PRO RENTALS & SALES, INC.	Trencher Attachment	5,315.00
1000 GENERAL	430950 ROAMING OPERATING	2 A-1 MUFFLER, INC.	Auto Repair strut	40.00
1000 GENERAL	430950 ROAMING OPERATING	3184 MASTERCARD	T & C	18.58
1000 GENERAL	430950 ROAMING OPERATING	3184 MASTERCARD	Supplies - Costco	94.98
1000 GENERAL	430950 ROAMING OPERATING	3184 MASTERCARD	Lunch	17.97
1000 GENERAL	430950 ROAMING OPERATING	3184 MASTERCARD	Cemetery UB bill 162	38.21
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	2671 COMDATA	Fuel	124.58
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	90 COLMEY VETERINARY	Stray Cat - 08-11-16	140.00
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	509 DELTA SIGNS & GRAPHICS	Dog Leash/Pick Up Co	280.00
1000 GENERAL	460430 PARKS OPERATING	781 2M COMPANY, INC.	Soccer Field Irrigat	194.25
1000 GENERAL	460430 PARKS OPERATING	781 2M COMPANY, INC.	Soccer Field Irrigat	162.85
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	Fasteners - Picnic t	2.84
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	Fasteners - Splash P	21.71

09/13/16  
15:00:32

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 9/16

Page: 3  
Report ID: AP100Z

For doc #s from 29899 to 30014, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Cemetery supplies	36.98
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Wood - Bike Rack	23.95
1000 GENERAL	460442 CIVIC CENTER ADMIN	782 BRUCO, INC.	Gym Floor Recoat	3,649.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	2087 WISPWEST.NET	Pool Internet	44.95
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Signs Splash Park	53.12
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3184 MASTERCARD	Splash Park Pump hos	120.98
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3364 CITY OF LIVINGSTON	Fee - Student recycl	5.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3364 CITY OF LIVINGSTON	Donation Yellowstone	20.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	3364 CITY OF LIVINGSTON	Laundry - Pool seaso	20.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Albertson's - Summe	265.64
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Abertson's - Pool S	54.37
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Rosa's - Pool Staff	89.50
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Town & Country Summe	26.40
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Town & Country Summe	39.53
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Facebook Advertiseme	44.02
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Fraud Reimbused	-128.04
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Fraud Reimbused	-1.41
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Fraud Reimbused	-5.36
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	City Ads - Facebook	10.11
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Trails Rx Medals - C	208.98
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	AST Cleaning/Office	75.49
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Amazon-Summer Camp S	21.08
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Amazon-Summer Camp S	25.24
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	MT Griz Encounter/Su	135.04
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	City & Rec Ads - Fac	34.89
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3544 MAHER, LESA	Instructor @ Pool 59	590.00
<b>Total for Fund:</b>				<b>34,277.54</b>
2220 LIBRARY	460100 LIBRARY SERVICES	122 DEPARTMENT OF REVENUE	25% Final Payment -L	86.99
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Book	23.99
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Book	29.93
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Book	19.95
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Books	83.94
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Books	26.05
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Books	175.70
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Children's headphone	50.58
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Postage purchase	100.00
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Stamps.com Monthly f	15.99
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Postage Purchase	100.00
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Book	15.84
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Delayed books until	-21.00
<b>Total for Fund:</b>				<b>707.96</b>
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	272 PARK COUNTY	Phones	29.34
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3184 MASTERCARD	Toner- Dispatch	87.21
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3184 MASTERCARD	Dispatch Printer Car	348.84
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3184 MASTERCARD	Tables	239.96
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3184 MASTERCARD	ALT APCO Conference	225.00

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CITY OF LIVINGSTON  
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For doc #s from 29899 to 30014, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
<b>Total for Fund:</b>				<b>930.35</b>
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	162 CENTURYLINK	City shop 50%	61.22
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3298 EXEC U CARE SERVICES,	Cleaning of PW build	80.00
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	2671 COMDATA	Fuel	955.43
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	402 ALPINE ELECTRONICS RADIO	Flash drive	5.19
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	45 PACIFIC STEEL &	Shop supplies	143.11
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	Part for chipper	0.90
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Shop supplies	253.76
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	1920 HORIZON AUTO PARTS	Welding gas	76.19
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	1390 KEN'S EQUIPMENT REPAIR,	Repair sweeper	124.50
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3293 BLACKFOOT COMMUNICATIONS	Internet	50.49
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	102 INDUSTRIAL TOWEL	Rug Maintenance	8.55
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3184 MASTERCARD	Yield Sticker	71.94
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3184 MASTERCARD	T & C	18.59
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3184 MASTERCARD	Supplies - Costco	94.98
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3184 MASTERCARD	Lunch	17.97
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3387 J & H, Inc.	Canon copier Bldg&Pl	25.77
<b>Total for Fund:</b>				<b>1,988.59</b>
2700 PARK IMPROVEMENT SPECIAL	460430 PARKS OPERATING	624 TOM'S JEWELERS	Memorail bench Plaqu	122.25
<b>Total for Fund:</b>				<b>122.25</b>
2820 GAS TAX	430240 STREET DEPARTMENT	2963 WESTERN EMULSIONS, INC.	Chip seal oil	40,302.75
2820 GAS TAX	430240 STREET DEPARTMENT	2963 WESTERN EMULSIONS, INC.	credit invoice	-13,421.50
2820 GAS TAX	430240 STREET DEPARTMENT	3040 PRO RENTALS & SALES, INC.	Rental on walk behin	122.00
<b>Total for Fund:</b>				<b>27,003.25</b>
4010 CAPITAL IMPROVEMENT FUND	411810 CAPITAL IMPROVEMENTS	2634 MOTOROLA	Portable radios	115,707.22
<b>Total for Fund:</b>				<b>115,707.22</b>
4099 RAILROAD CROSSING LEVY	411850 RAILROAD UNDERPASS	1110 DOWL HKM	Liv RRGs Utilitiy Rel	912.55
4099 RAILROAD CROSSING LEVY	411850 RAILROAD UNDERPASS	1110 DOWL HKM	Livingston MRL MOU	155.00
<b>Total for Fund:</b>				<b>1,067.55</b>
5210 WATER OPERATING	430510 WATER ADMINISTRATION	112 MONTANA RAIL LINK	Water Line Agreement	100.00
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3641 FRONTIER PRECISION, INC.	RlTranseiver	1,229.00
5210 WATER OPERATING	430510 WATER ADMINISTRATION	603 MONTANA LEAGUE OF CITIES	MLCT Conference- Whi	75.00
5210 WATER OPERATING	430510 WATER ADMINISTRATION	603 MONTANA LEAGUE OF CITIES	MLCT Conference- Hol	75.00
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Amazon Prime Members	4.00
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Supplies	50.81
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Supplies - Costco	94.98
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Amazon-Protectant 1	42.78
5210 WATER OPERATING	430515 WATER SERVICES	2671 COMDATA	Fuel	778.20
5210 WATER OPERATING	430515 WATER SERVICES	54 GATEWAY OFFICE SUPPLY	H2O Sample to Butte	6.29
5210 WATER OPERATING	430515 WATER SERVICES	54 GATEWAY OFFICE SUPPLY	Surge portector, sup	17.34

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Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
5210	WATER OPERATING	430515 WATER SERVICES	402 ALPINE ELECTRONICS RADIO	Flash drive	5.20
5210	WATER OPERATING	430515 WATER SERVICES	3442 LIVINGSTON PUBLIC WORKS	Propane	10.00
5210	WATER OPERATING	430515 WATER SERVICES	3442 LIVINGSTON PUBLIC WORKS	Sprinkler from Ace	6.99
5210	WATER OPERATING	430515 WATER SERVICES	3472 UTILITIES UNDERGROUND	Utility Locate Notif	20.54
5210	WATER OPERATING	430515 WATER SERVICES	10 MOBILE REPAIR & WELDING,	24"x 3/16x12 Flat ir	20.64
5210	WATER OPERATING	430515 WATER SERVICES	255 PARK COUNTY HEALTH DEPT	Heb B Shots -Evanson	147.00
5210	WATER OPERATING	430515 WATER SERVICES	3184 MASTERCARD	Shipping	7.15
5210	WATER OPERATING	430515 WATER SERVICES	3184 MASTERCARD	Destry Water School	262.00
5210	WATER OPERATING	430515 WATER SERVICES	3184 MASTERCARD	Printer - Costco (De	129.99
5210	WATER OPERATING	430515 WATER SERVICES	3184 MASTERCARD	Office Depot	95.11
5210	WATER OPERATING	430515 WATER SERVICES	3184 MASTERCARD	Lunch	18.59
5210	WATER OPERATING	430515 WATER SERVICES	3184 MASTERCARD	Lowes-	366.85
5210	WATER OPERATING	430515 WATER SERVICES	3184 MASTERCARD	Lunch	17.98
5210	WATER OPERATING	430515 WATER SERVICES	3387 J & H, Inc.	Canon copier Bldg&Pl	25.78
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3298 EXEC U CARE SERVICES,	Cleaning of PW build	80.00
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	102 INDUSTRIAL TOWEL	Rug Maintenance	8.56
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	92 DANA KEPNER COMPANY	Sensus hand held	10,457.05
5210	WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	1196 MAILFINANCE	Lease- Postage machi	165.38
5210	WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	UB Credit Card Scann	80.57
5210	WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	3184 MASTERCARD	B Street Lot Parking	41.30
5210	WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	3184 MASTERCARD	12,600 bill cards	221.96
5210	WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	CC & UB Online Maint	23.33
				<b>Total for Fund:</b>	<b>14,685.37</b>
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	112 MONTANA RAIL LINK	Sewer Pipeline Agree	100.00
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3641 FRONTIER PRECISION, INC.	RITranseiver	1,229.00
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	402 ALPINE ELECTRONICS RADIO	Flash drive	5.20
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3184 MASTERCARD	Amazon Prime Members	3.00
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3184 MASTERCARD	T & C	18.59
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3184 MASTERCARD	Lunch	17.98
5310	SEWER OPERATING	430620 FACILITIES	3298 EXEC U CARE SERVICES,	Cleaning of PW build	80.00
5310	SEWER OPERATING	430620 FACILITIES	102 INDUSTRIAL TOWEL	Rug Maintenance	8.55
5310	SEWER OPERATING	430620 FACILITIES	3184 MASTERCARD	Supplies - Costco	94.98
5310	SEWER OPERATING	430625 SEWER SERVICES	2671 COMDATA	Fuel	430.44
5310	SEWER OPERATING	430625 SEWER SERVICES	603 MONTANA LEAGUE OF CITIES	MLCT Conference- Whi	75.00
5310	SEWER OPERATING	430625 SEWER SERVICES	603 MONTANA LEAGUE OF CITIES	MLCT Conference- Hol	75.00
5310	SEWER OPERATING	430625 SEWER SERVICES	3472 UTILITIES UNDERGROUND	Utility Locate Notif	20.53
5310	SEWER OPERATING	430625 SEWER SERVICES	3184 MASTERCARD	Generator - Costco	699.99
5310	SEWER OPERATING	430625 SEWER SERVICES	3184 MASTERCARD	Glendive WRF Tour lu	36.04
5310	SEWER OPERATING	430625 SEWER SERVICES	3387 J & H, Inc.	Canon copier Bldg&Pl	25.78
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	3637 DALMATION FIRE EQUIPMENT	SCBA Equipment & Mas	578.28
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Nutrients	102.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Nutrients	102.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Wet Test	672.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Nutrients	102.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	2830 LEHRKIND'S COCA-COLA	Water	33.70
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	470 HAWKINS, INC	990 Gal Hypochlorite	8,530.67
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	54 GATEWAY OFFICE SUPPLY	Calculators	28.50
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	2863 KIMBALL MIDWEST	Shop equipment	162.12
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	3044 HUBER TECHNOLOGY	Roller bearings	210.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	1332 SNAP ON	1/2" impact wrench	310.00

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Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3293 BLACKFOOT COMMUNICATIONS	Internet	50.50
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	102 INDUSTRIAL TOWEL	Rug Maintenance	23.90
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3184 MASTERCARD	Office Supplies	43.23
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3184 MASTERCARD	Shopko -Office suppl	37.96
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3184 MASTERCARD	Lodging	106.93
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3184 MASTERCARD	Lodging	106.93
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	1196 MAILFINANCE	Lease- Postage machi	165.38
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	UB Credit Card Scann	80.57
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	3184 MASTERCARD	B Street Lot Parking	41.30
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	3184 MASTERCARD	12,600 bill cards	221.96
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	CC & UB Online Maint	23.34
<b>Total for Fund:</b>				<b>14,653.35</b>
5410 SOLID WASTE	430810 SOLID WASTE	402 ALPINE ELECTRONICS RADIO	Flash drive	5.20
5410 SOLID WASTE	430810 SOLID WASTE	3184 MASTERCARD	Amazon Prime Members	3.99
5410 SOLID WASTE	430810 SOLID WASTE	3184 MASTERCARD	T & C	18.59
5410 SOLID WASTE	430810 SOLID WASTE	3184 MASTERCARD	Lunch	17.98
5410 SOLID WASTE	430820 FACILITIES	3298 EXEC U CARE SERVICES,	Cleaning of PW build	80.00
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Rug Maintenance	8.55
5410 SOLID WASTE	430820 FACILITIES	3184 MASTERCARD	Supplies - Costco	94.98
5410 SOLID WASTE	430820 FACILITIES	3184 MASTERCARD	Scale House UB bill	34.67
5410 SOLID WASTE	430820 FACILITIES	3387 J & H, Inc.	Canon copier Bldg&Pl	25.77
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	84 A & I DISTRIBUTORS	55 Gal drums	175.90
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	84 A & I DISTRIBUTORS	Drum depoist	-35.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	22 ALL SERVICE TIRE &	Tires	640.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	15 JOHN DEERE FINANCIAL	Light bar & bolts	335.25
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	509 DELTA SIGNS & GRAPHICS	Signs - Solid Waste	180.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	2671 COMDATA	Fuel	183.25
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	999999 SOUTH DAKOTA SOLID WASTE	Solid Waste Conf. -S	320.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	26 LIVINGSTON ACE HARDWARE	Extension cords	124.57
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	685 Garbage Truck re	135.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	New Garabage Truck	136.50
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	570 Garbage Truck	916.35
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	570 Garbage Truck	91.60
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Lunch	52.84
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Cellular Plus	34.99
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Solid Waste Conferen	320.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Training	329.73
5410 SOLID WASTE	430840 DISPOSAL	2731 MONTANA WASTE SYSTEMS,	Transfer fees	71,442.55
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	1196 MAILFINANCE	Lease- Postage machi	165.38
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	UB Credit Card Scann	80.57
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3293 BLACKFOOT COMMUNICATIONS	Internet	50.49
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3184 MASTERCARD	B Street Lot Parking	41.30
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3184 MASTERCARD	12,600 bill cards	221.96
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	CC & UB Online Maint	23.33
<b>Total for Fund:</b>				<b>76,256.29</b>
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	272 PARK COUNTY	Phones	44.39
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	1390 KEN'S EQUIPMENT REPAIR,	M4 Oil change	228.20
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	1390 KEN'S EQUIPMENT REPAIR,	M3 Oil change	145.95

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Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	1390 KEN'S EQUIPMENT REPAIR, M2 Oil change	225.50
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC Patient supplies	316.33
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC Patient supplies	385.91
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2671 COMDATA August Fuel	824.56
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2634 MOTOROLA Portable radios	3,075.00
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD July - MedWrite	2,757.24
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD Alaris Charger	107.26
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD Training course	97.00
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD Training course	97.00
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	23 CARQUEST AUTO PARTS Engine oil	21.99
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	14 SHOPKO STORES, LLC Patient supplies	44.47
5510	AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH Patient supplies	42.05
<b>Total for Fund:</b>				<b>8,412.85</b>
7910	PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	958 HARRINGTON, KEVIN Flex Account	25.99
7910	PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	958 HARRINGTON, KEVIN Flex Account	816.42
<b>Total for Fund:</b>				<b>842.41</b>
<b>Total:</b>				<b>296,654.98</b>

**Backup material for agenda item:**

**C. CONSENT - Ratify Claim 1st Half Sept 2016**

09/09/16  
09:39:07

CITY OF LIVINGSTON  
Claim Approval List  
For the Accounting Period: 9/16

For Doc # = 29937, Operating Cash  
\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
29937		2880 HOPKIN, HEATHER		450.00					
	16-17	09/06/16 Flex Account- bal missed on cl		450.00			7910 212970		101000
		<b># of Claims</b>	<b>1</b>	<b>Total:</b>	<b>450.00</b>				



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CITY OF LIVINGSTON  
Fund Summary for Claims  
For the Accounting Period: 9/16

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Fund/Account	Amount
7910 PAYROLL FUND	
101000 CASH	\$450.00
<b>Total:</b>	<b>\$450.00</b>

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CITY OF LIVINGSTON  
Claim Approval Signature Page  
For the Accounting Period: 9/16

LISA LOWY \_\_\_\_\_  
INTERIM - CITY MANAGER

**Backup material for agenda item:**

**D. CONSENT - Approve Eric Oden to City Tree Board**

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

**Appointed Position Seeking:** City Tree Board, Citizen Vacancy

**Date of Application:** September 2, 2016

Name: Eric Oden

Signed: 

Address: 202 S. K St., Livingston, MT 59047

Telephone: daytime (406)404-5487

after 5:00 p.m.: \_\_\_\_\_

Fax Number: \_\_\_\_\_

e-mail address: eric@erictoden.com

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

2. Are you a registered voter? Yes

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

4. Describe the reasons you are interested in this appointment: I am interested in serving on a local government board in order to become more engaged in our community. The city tree board is of particular interest to me because the trees around the city contribute to the quality of life we all enjoy, and I would like to be a responsible custodian of their welfare.

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

A. Occupation: Attorney

B. Education: Undergraduate degree in History, Juris Doctor

C. Experience: I have experience in contract review, drafting, and negotiations.

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? No.

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

A. If yes, please describe those boards. I am the current board President for The Montessori Island School.

8. Current Employer? Self-Employed

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Yes

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Disclose the conflict and recuse myself from any discussion or vote.

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

**Backup material for agenda item:**

**F. CONSENT - Approve Waiver request from Park High for Homecoming Event**

102 View Vista Drive • Livingston, MT 59047  
Telephone (406)222-0448 • Fax (406)222-9404

Sept. 13, 2016

Dear Board Members,

My name is Eden Jones and I am currently the Student Body President at Park High School. Now having reached our 4th year of hosting the Park High School Homecoming Parade, it is with great enthusiasm that we ask for the continued support of our city commissioners and the waiving of city event fees associated with street closures, etc. on Thursday, September 29th, 2016. Each year Student Council works very hard in collaboration with the community and peers to maintain the tradition of a Ranger Homecoming Parade. The success of the parade over the years has helped increase Ranger pride.

My advisor, Ms. Tennant, has discussed the appropriate paperwork with a city commissioner and feel we are on track to getting the parade approved and running on schedule, as it feels that Homecoming is going to be here in no time. Our route is planned out and the organization and registration of floats is expected to begin shortly. Our biggest concern, as it has been in the past two years, is the cost of the whole event. We have increased our support and donations to individual park high classes from \$200 to \$400, such as tissue paper, to get the floats going. We typically do not hold big fundraisers, with the exception of the Power Puff Football game, Iron Man Volleyball, and homecoming t-shirts. As a result we do not have a lot of money as we anticipate using these funds to donate to various charities and our annual hosting of Prom. We would be grateful to have the security of knowing we are able to pay for these activities throughout the school year, and thus, are asking again for a waiver of all fees on the parade route closure. This continued support is greatly appreciated by all who continue to work towards building school and community spirit through our Homecoming Parade.

Thank you all so much for your time and consideration. We are very blessed to have such great community support and involvement. Park High Student Council is incredibly thankful for all that the City of Livingston has done to support us.

Sincerely,

Eden Jones

Student Body President



*"Home of the Rangers"*



# CITY OF LIVINGSTON

## Special Events Policy



*Photos by Livingston  
Enterprise photographer,  
Shawn Raecke*

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## Greetings and Disclaimer

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Thank you for your interest in holding a special event in the City of Livingston. Please review the enclosed information carefully and fill out your application as completely as possible. All aspects of the application are important in the planning of a successful event. The City Administration will review and approve your application. No dates are secure until final approval.

A complete application and all necessary attachments must be submitted to the City of Livingston at least 30 days prior to the scheduled event. An untimely submittal may be summarily denied. The submittal of an application for a special event permit in no way obligates the City of Livingston to issue a special events permit. The issuance of a special event permit by the City of Livingston in no way is to be construed that the City of Livingston is sponsoring, sanctioning, or is in any way responsible for the special event.

## Definition of a Special Event

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If any of the following conditions are met, a Special Events Permit must be submitted to the City of Livingston.

- Event with 300 or more persons**
- Event which charges the public an entrance fee**
- Event which serves and charges the public for food, alcohol or other beverages**
- Event which requires a City street closure**

If the proposed event does not meet following specifications, but you still wish to use or rent City property (Civic Center, Band Shell, Miles Park), please contact the Recreation Department at (406)-222-8155 to obtain a rental form.



## Special Event Conditions

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- i. **Compliance with Law.** Permittees shall obey all City Ordinances, rules and the guidance of City supervisory employees pertaining to the use of City property, including the location and storage of vehicles and equipment, crowd control, and the restoration of premises to their original condition after use for special event purposes.
- ii. **Location Approval.** Permittee shall confine its activities to the locations and time schedules approved by the City of Livingston prior to a special event on City streets and in other public areas.
- iii. **Commercial Reference to City.** Reference to the City of Livingston and/or use of official City logo is prohibited on film or in other advertising of the event unless written approval is granted by the City of Livingston.
- iv. **Security for Costs.** Permittee shall reimburse City for costs incurred in the use of City equipment and assignment of municipal employees to duty in connection with special event activities. A schedule of expected costs shall be prepared by the Director of Public Works after identification of the municipal sites to be used for a special event. Permittee shall post a cash bond as a refundable deposit against such estimated costs when requested.
- v. **Relationship to Parties.** Neither Permittee, nor its agents, employees, servants or helpers shall be or deemed to be, the employee, agent or servant of the City. None of the benefits provided by the City to its employees, including, but not limited to, medical insurance, compensation insurance, and unemployment insurance are available to Permittee or its employees, agents, servants or helpers.
- vi. **Special Events.** *Fees shall be charged for use of City property.* Permittee shall not conduct any event on City property intended to attract or entertain the public or charge fees to spectators without the specific approval of the City in writing. No alterations or changes to City owned property will be allowed without prior written permission from the City Manager or his/her designee.
- vii. **Limitations.** Additional permits and fees may be required for use of facilities of the City and entry upon areas subject to special security requirements, such as municipal swimming pool and Civic Center. Use of such facilities and areas may be further conditioned upon provision of additional insurance coverage's, written assurance of compliance with security requirements and other requirements.
- viii. **Appointment of Agent.** Permittee shall designate a local agent to sign this License who shall have authority to represent Permittee in all matters relating to exercise of the privileges herein granted and who shall be responsible for compliance with these conditions.

- ix. **Use of City Property.** Arrangements for use of city property, i.e. building, streets/alleys, sidewalks, parks or other public places or property owned by the City must be approved by the City Manager in writing in advance of actual use.
- x. **Use of City Equipment.** If Permittee finds it necessary or desirable to use city equipment, only city employees will be allowed to operate said equipment, unless prior arrangements in writing are made and then only with the prior written approval of the City Manager.
- xi. **Use of City Employees.** The Permittee will be required to reimburse the City as provided for in the City of Livingston Fee Schedule for contracting/use of City Services/Equipment/Buildings, or if not addressed, for the wages due to employees, calculated at their hourly overtime rate and including public retirement, insurance, unemployment, workman's compensation and all withholdings required by the federal and state governments.
- xii. **City Animal Policy.** Permittee shall comply with all City Ordinances regarding animals permitted on City property. Dogs are excluded from Sacagawea Park with the exception of periods designated by the City Commission for dog shows (City Code Section 4-46). Dogs are excluded from Miles Park during special events, with the exception of licensed service animals, unless permission is granted through the special events application process (City Code Section 4-47). If Permittee finds it desirable to permit dogs at the event applied for, Permittee shall present a written request at the time the Special Event Application is made. The Permittee shall be responsible for cleaning up after dogs following a special event which allows dogs.

## Insurance Information

**Indemnity.** Permittee does hereby covenant and agree to indemnify and hold harmless City from any and all loss, cost, damages and expenses of any kind, including attorney fees, on account of personal injury or property damage resulting from any activity of Permittee on municipal property or in connection with its use of municipal property.

**Liability Insurance.** In no way limiting the indemnity agreement above, Permittee will furnish to the City a Certificate of Insurance providing liability, casualty and property coverage acceptable to its Legal Department showing combined single limit coverage acceptable to its Legal Department showing combined single limit coverage for death or bodily injury, property damage or loss, marine and fire protection, or the equivalent of such coverage, not less than \$1,000,000.00. Applicant shall, if given permission to sell liquor, provide an insurance enforcement for liquor liability naming the City as additional insured for amount of at least \$1,000,000.00. The City, including its officials, employees and agents, shall be named an additional insured in the liability Policy. Contractual liability coverage insuring the obligations of this Agreement is also required. The insurance may not be canceled or substantially modified without 10 days written notice to the City Finance Officer.

Insurance Company Name	PAYNE WEST INSURANCE, INC.
Address	P.O. BOX 6127
City	Helena
State	MT
Zip	59604
Phone Number	406-442-5360
Contact Person	
Policy Number	64A3EX00000710

I, Lynne Scalia hereby agree to the terms of insurance as set forth by the City of Livingston for my special event, and realize I must attach proof of insurance with this document in order for my application to be considered complete.

Lynne Scalia  
Signature

9-9-2016  
Date



LIVISCH-01

BG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)

32

9/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Helena Office PayneWest Insurance, Inc. P.O. Box 6127 Helena, MT 59604	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (406) 442-5360      FAX (A/C, No): E-MAIL ADDRESS:  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : <b>Princeton Excess &amp; Surplus</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Princeton Excess &amp; Surplus</b>		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  Livingston School District 132 South B St. Livingston, MT 59047															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>**SEE NOTE BELOW**</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		64A3EX000000710	07/01/2016	07/01/2017	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE    OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**\*\*See attached ENDORSEMENT - MONTANA TORT IMMUNITY for restrictions to applicable limits\*\***

Livingston High School homecoming parade to be held on September 29, 2016.

**CERTIFICATE HOLDER****CANCELLATION**

City of Livingston 414 East Callender St. Livingston, MT 59047	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THE PRINCETON EXCESS AND SURPLUS LINES  
INSURANCE COMPANY**

Date Issued: 7/15/2016

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED Montana Schools Property and Liability Insurance Plan  
Policy No. 64-A3-EX-0000007-10 Endorsement Effective: 7/11/2016  
(12:01 A.M.)

Countersignature *Helen C. Moore*  
(Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ENDORSEMENT – MONTANA TORT IMMUNITY**

This endorsement modifies insurance under the following:

**SCHOOLS ALL LINES AGGREGATE COVERAGE FORM – COVERAGE PARTS II AND III**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

In accordance with tort limitations that have been enacted on governmental liability for damages in tort under the substantive law of Montana (Montana Code Annotated 2014, 2-9-108) pursuant to a waiver of sovereign immunity, the following changes apply:

1. The following is added to Coverage Part II – Insurance For General Liability, Section II – Limits Of Insurance:
  5. The following applies to Limits of Insurance only for Coverage II.A. shown in the Declarations under Limits Of Insurance Part A. Specific Excess Insurance:

The Limits of Insurance shown in the Declarations apply to "ultimate net loss".

However, the following limits apply only to "ultimate net loss" excluding legal expenses and defense costs. These limits are part of and not in addition to, and reduce, the Each "Occurrence" and applicable Annual Aggregate Limits of Insurance shown in the Declarations:

\$ 750,000 Each "Claim", \$ 1,500,000 Each "Occurrence" for the Pool

The above stated Each "Claim" Limit is the most we will pay under this Coverage Part for each "claim". The above stated Each "Occurrence" Limit is the most we will pay under this Coverage Part for all covered "claims" and damages arising out of a single "occurrence" or offense.

Any legal expenses and defense costs payable under this Coverage Part will be in addition to the above stated limits, but in no event shall the total "ultimate net loss" including such legal expenses and defense costs exceed the Limits of Insurance shown in the Declarations.

2. The following is added to Coverage Part III – Insurance For Automobile Liability, Section II – Limits Of Insurance:

- C. The following applies to Limits of Insurance only for Coverage III.A. shown in the Declarations under Limits Of Insurance Part A. Specific Excess Insurance:

The Limits of Insurance shown in the Declarations apply to "ultimate net loss".

However, the following limits apply only to "ultimate net loss" excluding legal expenses and defense costs. These limits are part of and not in addition to, and reduce, the Each "Accident" Limits of Insurance shown in the Declarations:

\$ 750,000 Each "Claim", \$1,500,000 Each "Accident" for "Bodily Injury" and/or "Property Damage" for the Pool

The above stated Each "Claim" Limit is the most we will pay under this Coverage Part for each "claim". The above stated Each "Accident" Limit is the most we will pay under this Coverage Part for all covered "claims" and damages arising out of a single "accident".

Any legal expenses and defense costs payable under this Coverage Part will be in addition to the above stated limits, but in no event shall the total "ultimate net loss" including such legal expenses and defense costs exceed the Limit of Insurance shown in the Declarations.

The limits specified in paragraphs 1. and 2. above are inclusive of, and not in excess of, the applicable Self-Insured Retentions listed in Limits Of Insurance Part A. Specific Insurance. These limits are also inclusive of any Clash Coverage payments made by us as described in Limits Of Insurance Part C. Clash Coverage.

In the event the above described substantive law of Montana requires a change in the tort limits for entities subject to sovereign immunity, the limits specified in Paragraphs 1. and 2. above will be amended to reflect the new limits, but in no event will such new amounts exceed the applicable Limits of Insurance shown in the Declarations of the policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

# Special Event Application

Application Contact Name	Miya Tennant	Organization Name	PHS Student Council
Address	1002 Prairie Dr.	Address	102 View Vista Dr.
City	Livingston	City	Livingston
State	MT	State	MT
Zip	59047	Zip	59047
Phone Number	406 223-6207	Phone Number	406 222 0448
Fax Number	406 222 9404	Fax Number	406 222 9404
On-Site Manager Name	Miya Tennant	Alternate On-Site Manager Name	Eden Jones
On-Site Manager Phone #	406 223-6207	Alternate On-Site Manager Phone #	406 599-7439

1. Describe the event proposed to take place in the City.

PARK High School 2016-2017 Homecoming Parade; includes students, staff, and community members. Will take place Thursday Sept. 29, 2016. ~ 3:30 (parade starting around 4:15/4:30)

2. Total number of expected participants:..... 1,000

3. Total number of staff/workers: ..... 30

4. Total number of staff vehicles: ..... NA

a. Please describe parking requirements for staff vehicles. The City may lend barricades and cones for parking purposes if necessary:

5. Will the event necessitate the closure of a City street?  Yes  No

a. If yes, please fill out "Street Closure Form"

See attached map - Parade will commence on the corner of Butte & Second St., heading NW to Calendar St., NE to Main St., finishing up View Vista & ending in PHS Student Parking lot.

6. What are your plans for garbage removal? How many garbage containers will your event require? (See Fee Schedule on page 10. All special events will be charged \$8/container for garbage removal).

NO garbage cans will be needed. volunteers & students will clean up after the parade. We may require a street sweeper as there may be horses in the parade.

7. Will the event require camping or temporary housing?  Yes  No

*Camping is not encouraged in City Parks, but other City properties may be used.*

a. If YES, then contact the Park County Sanitarian at 406-222-4145 to set up a temporary housing plan and answer the following questions on a separate paper and attach it to this document:

- What dates will camping occur
- Location of camp sites
- Number of campers
- Number of tents
- Location of tents
- Will fire rings be needed (*must be authorized by Fire Department*)
- Plan for water/ sanitation facilities
- Parking plan

8. Will alcohol be served at the event?  Yes  No

a. If yes, describe the location of alcohol sales or serving stations, liquor license to be used and measures to insure proper ID for purchases and persons supervising the operation.

b. Attach liquor liability insurance as described in Special Events Condition #5.

c. Where alcohol is to be served at a special event, all alcohol servers, whether a licensee of the State of Montana or an employee thereof, or any other person serving alcohol are hereby required to complete an "Alcohol Server Training" program which complies with the "Montana Responsible Alcohol Sales and Services Act" and/or any administrative rule adopted pursuant to said Act. Attach proof of training that has taken place within the last year for each person that will be serving alcohol.

9. Will food or beverage be served at the event?  Yes  No

a. If yes, contact Park County Sanitarian at 222-4145 to obtain a permit and attach a copy with this application)



11. Requests for special animal policy considerations (see Special Event Conditions #12):

12. **Communications & Promotions:** What other agencies have you contacted regarding the event? Have you received permits from these agencies (if applicable)? Please circle applicable agencies and **attach permit copies**.

- Century Link
- Chamber of Commerce ✓
- Charter Communications
- City/County Sanitarian
- MDT-MT Dept. of Transportation
- MRL – Railroad
- MT Fish, Wildlife & Parks
- Neighborhood Groups/Businesses ✓
- Northwestern Energy
- Park County Commissioners ✓
- Park County Fairgrounds ✓
- Park County Sheriff Office
- Park Rural Co-op
- School District ✓

• Civic Center ✓

13. Agreement to the City of Livingston Special Event conditions. Applicant hereby agrees to comply with the City of Livingston Special Event Conditions (attached and made a part of this application). UPON SIGNING OF THIS APPLICATION, THE APPLICANT AGREES NOT TO VIOLATE ANY STATE OR CITY CODES IN THE PRESENTATION OF THE REQUESTED SPECIAL EVENT.

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Livingston, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person and from all liability claims, actions or judgments which may arise from the activity. Applicants also agree to obtain valid save or hold harmless agreements from all participants in its activity, protecting the City of Livingston from all losses arising out of its activity, including damages of any kind or nature.

9-9-2016  
DATE

Mindy Tennant  
APPLICANT'S SIGNATURE

Reminder: Your Special Event Application will be considered incomplete until all of the following attachments have been submitted to the City (if applicable): liquor liability insurance documents, proof of alcohol server training, additional "Communications & Promotions" permits, food/beverage permits, camping plans, parking plans, street closure form.

# Approval Signatures

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Proposed Special Event: \_\_\_\_\_

Dates of Special Event: \_\_\_\_\_

## Office Use Only

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Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Works Director

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Police Chief

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
City/County Sanitarian

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Fire Chief

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Parks Department Foreman

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Administrative Services Team

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Street Department Foreman

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

# Special Events Fees

## CIVIC CENTER FEES

	TOTAL
<b>City/County located business and citizen</b>	
Rate per day .....	\$110
w/ kitchen.....	\$135
Hourly Rate.....	\$15
<b>Livingston Civic/Non-Profit Organization</b>	
Rate per day .....	\$80
w/ kitchen.....	\$100
Hourly Rate.....	\$10
<b>Concert Rate</b>	
With sale of alcohol.....	\$350
Security Deposit.....	\$500
<b>ROOM RATES</b>	
Day per room.....	\$45
Hour per room.....	\$10
Kitchen per day.....	\$25
<b>PARTIES</b>	
Birthday room & gym (2 hr).....	\$45
Skating w/ room & gym (2 hr).....	\$100
Skating w/ room & gym (1 day).....	\$200
<b>MISCELLANEOUS</b>	
Small basketball rims .....	\$5/each
Scoreboard .....	\$5/hour
Youth basketball concessions .....	\$60/day
Event set-up by City employees .....	\$20 employee/hr

*There is a \$100 Security/Damage required for anyone using the Civic Center at a daily rate. The security/damage deposit will be refunded after the rental is complete and if no damage has been incurred. Renter is responsible for table & chair set up and take-down. Higher rates may apply on weekends and holidays.*

## BAND SHELL FEES

Hourly rate w/ power .....	\$15
Hourly rate no power.....	\$10
Daily rate w/ power .....	\$120
Daily Rate w/ power (non-profit).....	\$90
Daily rate no power .....	\$75
Farmer's Market .....	\$50

## LAW ENFORCEMENT FEES

Standby rate (per officer).....	\$35/hour
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## EMERGENCY MEDICAL SERVICE FEES

Standby rate(standard).....	\$130/hr
Standby rate (non-profit).....	\$65/hr

**MISCELLANEOUS**

City park land use ..... \$25/location \_\_\_\_\_  
Street closure ..... \$100/location \_\_\_\_\_

**CITY PROPERTY SHUT-DOWN FEES**

**Miles Park Shut-Down**

(includes the rental, delivery, set up and take down of the following: Two ticket booths, eight triple rail barricades, 30 small barricades with fencing) .....\$300/event

**'Miles Park Shut-down (Overtime)**

(Friday 4:01 p.m. – Monday 6:59 a.m.): Same equipment rental, delivery, set-up and take down as above, except \$350.00 should be added to cover overtime hours\$650/event

**No Parking on South side of River Drive**

City staff will install and take down "Please No Parking" signs (you may do this on your own at no charge if permission has been granted by the City – see question #6). ..... \$40/event

\*maps depicting the Miles Park Shut are available upon request

Please make checks payable to "City of Livingston."

**Total of all Fee Payments** ..... \_\_\_\_\_

**Backup material for agenda item:**

**B. SCHEDULED PUBLIC COMMENT - Active Transportation Coalition update and progress report**

## CITY/COUNTY ACTIVE TRANSPORTATION COALITION

### **Background:**

The Active Transportation Coalition is a collective and collaborative group that formed in May 2016 and involves a range of stakeholders. In particular, members include City of Livingston and Park County, the MSU Extension Office, business owners, community members, and local organizations. The overarching goals of the group involve connectivity, planning, and collaboration. Meetings are held once per month, and the needs identified to date include the following: a master list to prioritize trail connections at the City-County interfaces, bike routes, design standards, public transit, improved safety, and identification of a transportation corridor from Park County to the City and back to the County.

**Backup material for agenda item:**

- A. RESOLUTION NO. 4697 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA LIFTING THE TEMPORARY BAN ON OUTDOOR BURNING WITHIN THE CORPORATE LIMITS OF THE CITY OF LIVINGSTON, MONTANA.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4697

**Date of First Consideration / Status:** September 20, 2016

**Purpose of Legislation:** A resolution of the City Commission of the City of Livingston, Montana lifting the temporary ban on outdoor burning within the corporate limits of the City of Livingston, Montana.

**Statutory Authority / Reference:** Article XI, Section 4 of the Constitution of Montana, Mont. Code Ann. §§ 7-3-4314, 7-3-4326, and 7-33-4206.

**Background:** The Livingston City Commission passed and adopted Resolution No. 4687, which resolution imposed a temporary ban on outdoor burning within the corporate limits of the City of Livingston, Montana. The aforementioned resolution was passed and adopted in light of fire conditions at the time and with the immediate preservation of the public property, health, and safety in mind. Resolution 4687 also noted that the ban would be in place until further notice from the Commission. Fire Chief Ken MacInnes of Livingston Fire & Rescue will inform the Livingston City Commission that the conditions that necessitated the ban are no longer present and, as a result, the ban is no longer necessary.

**Fiscal Impact:** N/A

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

**Attachments:** None.



**RESOLUTION NO. 4697**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA LIFTING THE TEMPORARY BAN ON OUTDOOR BURNING WITHIN THE CORPORATE LIMITS OF THE CITY OF LIVINGSTON, MONTANA.**

**WHEREAS**, the Livingston City Commission passed and adopted Resolution No. 4687, which resolution imposed a temporary ban on outdoor burning within the corporate limits of the City of Livingston, Montana; and

**WHEREAS**, the aforementioned resolution was passed and adopted in light of fire conditions at the time and with the immediate preservation of the public property, health, and safety in mind; and

**WHEREAS**, the aforementioned resolution also noted that the ban would be in place until further notice from the Commission; and

**WHEREAS**, Fire Chief Ken MacInnes of Livingston Fire & Rescue has informed the Livingston City Commission that the conditions that necessitated the ban are no longer present and, as a result, the ban is no longer necessary.

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

That the ban on outdoor burning put into place via Resolution No. 4687 is hereby lifted and shall be of no force and effect whatsoever from this date forward.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston by a majority vote of all members present, this \_\_\_\_\_ day of September, 2016.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4697**  
**Lifting Temporary Ban on Open Burning Within the Corporate Limits of the City of Livingston, Montana.**

**Page 1**

Backup material for agenda item:

- B. RESOLUTION NO. 4700-- A RESOLUTION RELATING TO \$750,000 GENERAL OBLIGATION BONDS, SERIES 2016; DETERMINING THE FORM AND DETAILS; AUTHORIZING THE EXECUTION AND DELIVERY; AND LEVYING TAXES FOR THE PAYMENT THEREOF**

## CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting Clerk of the Commission of the City of Livingston, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO \$750,000 GENERAL OBLIGATION BONDS, SERIES 2016; DETERMINING THE FORM AND DETAILS; AUTHORIZING THE EXECUTION AND DELIVERY; AND LEVYING TAXES FOR THE PAYMENT THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on September 20, 2016 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following City Commission members voted in favor thereof:

voted against the same:

abstained from voting thereon:

or were absent:

WITNESS my hand and seal officially this \_\_\_\_ day of September, 2016.

(SEAL)

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Clerk of the Commission

**RESOLUTION NO. 4700**

**RESOLUTION RELATING TO \$750,000 GENERAL OBLIGATION BONDS, SERIES 2016; DETERMINING THE FORM AND DETAILS; AUTHORIZING THE EXECUTION AND DELIVERY; AND LEVYING TAXES FOR THE PAYMENT THEREOF**

BE IT RESOLVED by the City Commission (the "City Commission") of the City of Livingston, Montana (the "City"), as follows:

Section 1. Authorization and Sale; Recitals.

1.1. Statutory Authority for Bond Sale. The City is authorized by Montana Code Annotated, Title 7, Chapter 7, Part 42, as amended (the "Act"), to issue general obligation bonds to finance an undertaking that is duly approved by the electors of the City.

The electors of the City at a mail ballot election duly called, noticed and held on November 3, 2015, at which 51.75% of those registered to vote in the City cast ballots, by a vote of 1,156 in favor (67.6%) and 554 opposed (32.4%), authorized this City Commission to issue and sell \$750,000 principal amount of general obligation bonds of the City for the purpose of financing the costs of: (i) acquiring firefighting equipment, including but not limited to a fire truck (the "Equipment"), and (ii) paying costs associated with the sale and issuance of the Bonds. The projects referred to in (i)-(ii) above are collectively referred to in this resolution as the "Project". The City has determined that is necessary and in the best interests of the City to issue its General Obligation Bonds, Series 2016 (the "Bonds"), in the original aggregate principal amount not to exceed \$750,000.

1.2. Authorization and Delegation to Award Committee. At a mail-ballot election conducted on November 3, 2015, the electors of the City authorized this City Commission to issue and sell the Bonds, in the original aggregate principal amount not to exceed \$750,000 for the purpose of financing the Project. On September 6, 2016, the City authorized and provided for the issuance and sale of its general obligation bonds in the amount not to exceed \$750,000 to finance the Project.

The City Commission delegated to the Chairman of the City Commission, Interim City Manager and Finance Director (collectively, the "Award Committee") the authority to accept the sale of the Bonds to D.A. Davidson & Co., Great Falls and Bozeman, Montana ("Davidson"), on behalf of the City if the following criteria are met: (i) the purchase price of the Bonds are not less than 97.5% of the par amount of the Bonds (plus accrued interest, if any to the date of issuance), (ii) Davidson's fee will not exceed 1.0% of the principal amount of the Bonds, and (iii) the true interest cost on the Bonds will not exceed 3.75% percent; provided that the original aggregate principal amount of Bonds does not exceed \$750,000 and the Bonds do not have a final maturity later than July 1, 2036. The Award Committee was authorized to determine the maturity dates, principal amounts of the stated maturities of the Bonds, mandatory redemption provisions with respect to the Bonds, and such other terms of the Bonds as the Award Committee deems most appropriate and in the best interests of the City. The appropriate members of the Award Committee were authorized to execute and deliver a bond purchase agreement with Davidson for the sale of the Bonds (the "Bond Purchase Agreement").

1.3. Debt Limitations. All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Act, in order to make the Bonds valid and binding general obligations in accordance with their terms and in accordance with the terms of this resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required. The

indebtedness to be evidenced by the Bonds and all other indebtedness of the City does not exceed the limitation set forth in Section 7-7-4201 of the Act. The City has full power and authority to issue the Bonds and finance the Project.

Section 2. Bond Terms, Execution and Delivery.

2.01. Term of Bonds. (a) The Bonds shall be designated "General Obligation Bonds, Series 2016." The Bonds may be subject to mandatory sinking fund redemption.

2.02. Registered Form, Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the Bond register of the City hereinafter described. The interest on the Bonds shall be payable semi-annually on January 1 and July 1 in each year, commencing January 1, 2017. Interest on the Bonds shall be payable to the owners of record thereof as such appear on the Bond register as of the close of business on the fifteenth (15<sup>th</sup>) day of the month immediately preceding each January 1 and July 1, whether or not such day is a business day. Interest on, and upon presentation and surrender thereof, the principal of each Bond, and, upon presentation and surrender thereof, shall be payable by check or draft issued by the Registrar described herein.

2.03. Dated Date. Each Bond shall be originally dated as of September 29, 2016, and upon authentication of any Bond the Bond Registrar, Transfer Agent and Paying Agent shall indicate thereon the date of such authentication.

2.04. Maturity Schedule. ~~Subject to changes by the Award Committee, the Bonds shall mature, subject to redemption as hereinafter provided, on July 1 in each of~~ The Bonds maturing on July 1, in the following years and amounts ~~years set forth below~~ will be subject to mandatory redemption prior to maturity by lot in the principal increments of \$5,000, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date:

\$90,000 Term Bond Due July 1, 2019

<u>Payment Date</u> <u>(July 1)</u>	<u>Principal Amount</u>
2017	\$30,000
2018	30,000
2019*	30,000

\*Maturity

\$90,000 Term Bond Due July 1, 2022

<u>Payment Date</u> <u>(July 1)</u>	<u>Principal Amount</u>
2020	\$30,000
2021	30,000
2022*	30,000

\*Maturity

\$135,000 Term Bond Due July 1, 2026

<u>Year Payment Date (July 1)</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Amount</u>
2017	\$30,000	2027	\$35,000
2018	30,000	2028	40,000
2019	30,000	2029	40,000
2020	30,000	2030	40,000
2021	30,000	2031	40,000
2022	30,000	2032	45,000
2023	<u>\$30,000</u>	2033	45,000
2024	35,000	2034	50,000
2025	35,000	2035	50,000
2026*	35,000	2036	50,000

If any Bonds are issued as term bonds, such term bonds will be subject to mandatory sinking fund redemption on each July 1 (each a "Sinking Fund Payment Date"), concluding no later than 2036, in the principal amounts specified in the serial maturity schedule, unless the Bonds are earlier redeemed, at a redemption price equal to the principal amount of such Bonds or portions thereof to be redeemed with interest accrued thereon and payable on January 1 and July 1 to each Sinking Fund Payment Date, in installments and in the same amounts and same dates as the Bonds would have matured if they were not included in a term bond.

\*Maturity

\$115,000 Term Bond Due July 1, 2029

<u>Payment Date (July 1)</u>	<u>Principal Amount</u>
2027	\$35,000
2028	40,000
2029*	40,000

\*Maturity

\$125,000 Term Bond Due July 1, 2032

<u>Payment Date (July 1)</u>	<u>Principal Amount</u>
2030	\$40,000
2031	40,000
2032*	45,000

\*Maturity

\$195,000 Term Bond Due July 1, 2036

<u>Payment Date</u> <u>(July 1)</u>	<u>Principal Amount</u>
2033	\$45,000
2034	50,000
2035	50,000
2036*	50,000

\*Maturity

2.05. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The City hereby appoints U.S. Bank National Association, Salt Lake City, Utah, to act as the initial registrar, transfer agent and paying agent (the “Registrar”). The City reserves the right to appoint a successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended (the “Registration Act”), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed.

The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender to the Registrar for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as the case may be, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount, interest rate and maturity, as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Bond has already matured or such Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

2.06. Optional Redemption. Bonds maturing in the years 2017 through 2026 shall not be subject to redemption prior to maturity. On July 1, 2026 and any date thereafter, the Bonds maturing on or after July 1, 2027 shall each be subject to redemption at the option of the City, in whole or in part, and if in part from such stated maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner it deems fair), at a price equal to the principal of and interest due on the Bonds to the redemption date, without premium. The date of redemption and the principal amount of the Bonds shall be fixed by the Interim City Manager, who shall give notice thereof to the Registrar at least forty (40) days prior to the date of redemption. The Registrar shall cause notice of redemption to be published as required by law, and, at least thirty (30) days prior to the designated redemption date, shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities depository, to the registered owners of each Bond to be redeemed at their addresses as they appear on the bond register described in Section 2.05, but no defect in or failure to give such mailed notice shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. The notice of redemption shall specify the redemption date, redemption price, the numbers, interest rates and CUSIP numbers of the Bonds to be redeemed and the place at which the Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions thereof shall cease to bear interest.

In addition to the notice prescribed by the preceding paragraph, the Registrar shall also give, or cause to be given, notice of the redemption of any Bond or Bonds or portions thereof at least thirty (30) days before the redemption date by certified mail or telecopy to Davidson and all registered securities



depositories then in the business of holding substantial amounts of obligations of the character of the Bonds (such depository now being The Depository Trust Company, of New York, New York (“DTC”)) and one or more national information services that disseminate information regarding municipal bond redemptions; provided that any defect in or any failure to give any notice of redemption prescribed by this paragraph shall not affect the validity of the proceedings for the redemption of any Bond or portion thereof.

2.07. Form. The Bonds shall be prepared in substantially the form set forth in EXHIBIT A hereto, which is hereby incorporated by reference and made a part hereof.

2.08. Execution and Delivery. The Bonds shall be forthwith prepared for execution under the direction of the Interim City Manager, and shall be executed on behalf of the City by the signatures of the Chairman and the Interim City Manager. The Bonds may be imprinted with the official seal of the City, provided that said signatures and the seal may be printed, engraved or lithographed facsimiles thereof. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Bonds have been so executed by said City officers, they shall be registered by the Interim City Manager in accordance with Section 7-7-4257 of the Act. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been fully executed and authenticated, they shall be delivered by the Interim City Manager to Davidson upon payment of the purchase price in accordance with the Bond Purchase Agreement heretofore made and executed.

2.09. Securities Depository for the Bonds.

(a) For purposes of this Section 2.09, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Blanket Issuer Letter of Representations from the City to DTC.

(b) The Bonds shall be initially issued as separately authenticated fully registered Bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of

payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this Resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of Bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the Bonds and Beneficial Owners and payments on the Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this resolution.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of Bond certificates and the method of payment of principal of and interest on such Bonds in the form of Bond certificates.

### Section 3. Security Provisions.

3.01. Project Account; Use of Proceeds. There is hereby created a special account to be designated as the "2016 Project Account" (the "Project Account"), to be held and administered by the

Interim City Manager of the City separate and apart from all other funds of the City. The City appropriates to the Project Account (a) the proceeds of the sale of the Bonds in the amount of \$750,000, (b) any amount received from Davidson as purchaser of the Bonds in excess of \$750,000, and (c) all income derived from the investment of amounts on hand in the Project Account. The Project Account shall be used solely to defray expenses of the Project, including but not limited to the transfer to the Debt Service Account, if necessary, described in Section 3.02 of amounts sufficient for the payment of interest and principal, if any, due upon the Bonds prior to the completion and payment of all costs of the Project. The City shall also pay the costs of issuance of the Bonds from funds on deposit in the Project Account, including the cost of any bond insurance premium. Upon completion and payment of all costs of the Project, any remaining proceeds of Bonds in the Project Account shall be credited and paid to the Debt Service Account.

3.02. Debt Service Account. So long as any of the Bonds are outstanding and any principal thereof or interest thereon unpaid, the Interim City Manager shall maintain a separate and special 2016 Debt Service Account (the "Debt Service Account") to be used for no purpose other than the payment of the principal of and interest on the Bonds. The City irrevocably appropriates to the Debt Service Account: (a) all funds to be credited and paid thereto in accordance with the provisions of Section 3.01, (b) any taxes levied in accordance with this resolution, (c) all income derived from the investment of amounts on hand in the Debt Service Account, and (d) such other money as shall be received and appropriated to the Debt Service Account from time to time.

Section 4. Tax Levies. The full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged to the payment of the Bonds and interest due thereon, and the City shall cause taxes to be levied annually on all taxable property in the City sufficient to pay the interest on the Bonds when it becomes due and to pay and discharge the principal at maturity (and on each Sinking Fund Payment Date) of each and all of the Bonds as they respectively become due.

Section 5. Arbitrage and Certification of Proceedings.

5.01. Certification. The Chairman of the Commission, Interim City Manager, and Finance Director, being among the officers of the City charged with the responsibility for issuing the Bonds, are authorized and directed to execute and deliver to Davidson a certification in accordance with the provisions of Section 148 of the Code and the Treasury Regulations, Section 1.148-2(b), stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable Treasury Regulations. The certification shall further state that to the best of the knowledge and belief of the certifying officers no other facts, estimates or circumstances exist which would materially change this expectation.

5.02. General Tax Exempt Covenant. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest on the Bonds to become subject to taxation under the provisions of the Code and the Treasury Regulations applicable thereunder, and covenants and agrees that it will take or cause its officers, employees or agents to take any action within its or their powers to prevent the interest on the Bonds from becoming includable in gross income for purposes of federal income taxation under the Code and applicable Treasury Regulations.

5.03. Arbitrage Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

Section 6. Defeasance.

6.01. General. When the liability of the City on all Bonds issued under and secured by this Resolution and all interest thereon has been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the Holders of such Bonds shall cease.

6.02. Maturity. The City may discharge its liability with reference to all Bonds and interest thereon which are due on any date by depositing with the Registrar for such Bonds on or before the date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient for the payment thereof in, full with interest accrued to the date of such deposit.

6.03. Redemption. The City may also discharge its liability with reference to any prepayable Bonds which are called for redemption on any date in accordance with their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due thereon, provided that notice of such redemption has been duly given as provided in this Resolution.

6.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to any Bonds subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal, interest and redemption premiums, if any, to become due on such Bonds at their Stated Maturities or, if such Bonds are prepayable and notice of redemption thereof has been given or irrevocably provided for, to such earlier redemption date.

Section 7. Continuing Disclosure.

7.01. City Compliance with Provisions of Continuing Disclosure Undertaking. Although the Bonds are exempt from SEC Rule 15c2-12(b)(5) as to continuing disclosure because the principal amount of the Bonds is less than \$1,000,000, the City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking (described below). Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

7.02. Execution of Continuing Disclosure Undertaking. "Continuing Disclosure Undertaking" means that certain Disclosure Undertaking executed by the Chairman and the Interim City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 8. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2016 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2016 have been designated for purposes of Section 265(b)(3) of the Code.

Section 9. Miscellaneous.

9.01. Official Statement. The Chairman, the Interim City Manager, and Finance Director are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

9.02. Other Certificates. The Chairman and the Interim City Manager, or any other members of the City Commission or officers of the City authorized to execute such documents on behalf of the City are hereby authorized and directed to furnish to Davidson or any other party at the closing such certificates as are required as a condition of sale. In the event that the Chairman or the Interim City Manager is unable or unwilling to execute and delivery any of the documents, instruments, or certificates mentioned in this resolution, any other City Commission member, officer or employee of the City authorized to sign such documents under the terms of the City Charter is hereby authorized to execute and deliver such document, instrument or certificate. Unless litigation has been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Chairman and the Interim City Manager shall also execute and deliver to Davidson a suitable certificate as to absence of material litigation, and the Interim City Manager shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

9.03. Transcript. The officers of the City are authorized and directed to prepare and furnish to Davidson, and to Barnes & Thornburg LLP, as bond counsel to the City, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

(The remainder of this page is intentionally left blank.)

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this 20th day of September, 2016.

\_\_\_\_\_  
Its: Chairman

Attest:

\_\_\_\_\_  
Its: Recording Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Its: City Attorney

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA  
STATE OF MONTANA  
COUNTY OF PARK  
CITY OF LIVINGSTON

GENERAL OBLIGATION BONDS  
SERIES 2016

No. R- \_\_\_\_\_ \$ \_\_\_\_\_

Rate	Maturity	Date of Original Issue	CUSIP
___ %	July 1, 20__	September 29, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Livingston, Park County, State of Montana (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, and to pay interest on said principal amount to the registered owner hereof from September 29, 2016, or from such later date to which interest has been paid or duly provided for until this Bond is paid or, if this Bond is prepayable, until it has been duly called for redemption, at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank National Association, as Bond Registrar, Transfer Agent and Paying Agent, at its operations center in Seattle, Washington, or its successor designated under the Resolution described herein (the "Registrar"). Interest on this Bond is payable semiannually on each January 1 and July 1, commencing on January 1, 2017, by check or draft mailed by the Registrar to the person in whose name this Bond is registered as of the close of business on the 15th day (whether or not a Business Day) of the immediately preceding month, at his address as it appears on the bond register maintained by the Registrar. "Business Day" means any day other than a Saturday, Sunday or legal holiday of the State of Montana.

The principal of and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), or in the name of any other nominee of DTC or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of DTC or other securities depository as agreed to by the City.

This Bond is one of an issue in the total principal amount of \$750,000 (the "Bonds"), all of like date of original issue and tenor except as to serial number, denomination, maturity date, interest rate, and

redemption privilege, all authorized by the favorable vote of more than the requisite majority of the qualified electors of the City voting on the question of the issuance thereof at a mail-ballot election duly conducted for the City for the purpose of financing the costs of: (i) acquiring firefighting equipment, including but not limited to a fire truck (the "Equipment"), and (ii) paying costs associated with the sale and issuance of the Bonds, all pursuant to resolutions duly adopted by the City Commission, including a resolution adopted on September 6, 2016 (the "Resolution"), and in full conformity with the Constitution and laws of the State of Montana thereunto enabling. The Bonds are issuable only as fully registered Bonds of single maturities, in denominations of \$5,000 or any integral multiple thereof.

Bonds of this issue maturing in the years 2017 through 2026 are payable on their respective stated maturity dates and sinking fund payment dates without option of prior payment, but Bonds having stated maturity dates in the years 2027 through 2036 are each subject to redemption at the option of the City, in whole or in part, and if in part from such stated maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner it deems fair), on July 1, 2026 and any day thereafter, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date.

[The Bonds having a stated maturities of July 1, \_\_\_\_\_ shall be subject to mandatory sinking fund redemption and, if not previously purchased by the City in the open market or optionally redeemed, shall be redeemed on July 1 (each a "Sinking Fund Payment Date") in the years and principal amounts set forth in the Resolution, at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the Sinking Fund Payment Date.]

The date of redemption and the principal amount of the Bonds shall be fixed by the Interim City Manager, who shall give notice thereof to the Registrar at least forty (40) days prior to the date of redemption. The Registrar shall cause notice of redemption to be published as required by law, and, at least thirty (30) days prior to the designated redemption date, shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities depository, to the registered owners of each Bond to be redeemed at their addresses as they appear on the bond register. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City in the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

The City has designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").



IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the City according to its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the City Commission will annually levy an ad valorem tax on all of the taxable property in the City sufficient to pay the interest hereon when it falls due and also to pay and discharge the principal of this Bond at maturity; that this Bond, together with all other indebtedness of the City outstanding on the date of original issue hereof and on the date of the delivery of the Bonds of this issue to the original purchaser thereof, does not exceed any constitutional or statutory limitation of indebtedness; and that the opinion attached hereto is a true copy of the legal opinion given by Bond Counsel with reference to the Bonds, dated the date of original issuance and delivery of the Bonds.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Livingston, Park County, State of Montana, by its City Commission, has caused this Bond to be executed by the facsimile signatures of the Chairman and the Interim City Manager and by a facsimile of the official seal of the City.

(Facsimile Signature) \_\_\_\_\_  
Chairman, City Commission

(Facsimile Signature) \_\_\_\_\_  
Interim City Manager

Attest:

(Facsimile Signature) \_\_\_\_\_  
City Clerk

(SEAL)

Date of Authentication: September 29, 2016

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK NATIONAL ASSOCIATION,**  
as Bond Registrar, Transfer Agent, and  
Paying Agent

---

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants  
in common

UTMA.....Custodian .....  
(Cust)....(Minor)

TEN ENT -- as tenants  
by the entireties

under Uniform Transfers  
to Minors Act .....  
(State)

JT TEN - as joint tenants  
with right of  
survivorship and not  
as tenants in common

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEED

\_\_\_\_\_  
Signature(s) must be guaranteed by an "eligible guarantor institution meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Bond Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Document comparison by Workshare Compare on Wednesday, September 14, 2016 3:32:24 PM

Input:	
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Description	#4327189v2<DMS> - Livingston Fire Truck 2016 Bond Resolution
Document 2 ID	C:\NRPortb\DMS\BSKAAR\4327189_3.docx
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Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	71
Deletions	43
Moved from	4
Moved to	4
Style change	0
Format changed	0
Total changes	122

**Backup material for agenda item:**

- C. RESOLUTION NO. 4701 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN INTER-GOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH THE PUBLIC PROCUREMENT AUTHORITY RELATING TO THE PURCHASE OF THE CITY'S NEW FIRE ENGINE AND EQUIPMENT.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4701

**Date of First Consideration / Status:** September 20, 2016

**Purpose of Legislation:** A resolution of the City Commission of the City of Livingston, Montana authorizing the City Manager to sign an Intergovernmental Cooperative Purchasing Agreement that will allow the City to purchase a new fire engine and related equipment.

**Statutory Authority / Reference:** Mont. Code Ann. § 7-3-304(9) and Montana Code Annotated Title 18, Chapter 4, Part 4.

**Background:** Electors of the City of Livingston approved a November 2015 bond measure permitting the City of Livingston to purchase a new fire engine and related equipment for an amount not to exceed seven hundred fifty thousand and no/100 dollars (\$750,000.00). The City of Livingston is able to purchase the necessary engine and related equipment through National Purchasing Partners, a cooperative purchasing group, at a significantly reduced price. National Purchasing Partners performs its own request for proposal process whereby it seeks out the most qualified and responsible bids from manufacturers and suppliers, which process serves to protect the public interest and the tax payers. In order to avail itself of the reduced price negotiated by National Purchasing Partners, the City of Livingston is required to enter into an Intergovernmental Cooperative Purchasing Agreement with the lead contracting agency, which in this case is the Public Procurement Authority. Upon the Livingston City Commission’s approval, the City Manager is ready and willing to execute and enter into the Intergovernmental Cooperative Purchasing Agreement that will allow the City to purchase the fire engine and related equipment.

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

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

**Attachments:** Intergovernmental Cooperative Purchasing Agreement and Fiscal Note.

**RESOLUTION NO. 4701**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN INTER-GOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH THE PUBLIC PROCUREMENT AUTHORITY RELATING TO THE PURCHASE OF THE CITY’S NEW FIRE ENGINE AND EQUIPMENT.**

**WHEREAS**, qualified electors of the City of Livingston approved a November 2015 bond measure permitting the City of Livingston to purchase a new fire engine and related equipment for an amount not to exceed seven hundred fifty thousand and no/100 dollars (\$750,000.00); and

**WHEREAS**, the City of Livingston is able to purchase the necessary engine and related equipment through National Purchasing Partners, a cooperative purchasing group, at a significantly reduced price; and

**WHEREAS**, National Purchasing Partners performs its own request for proposal process whereby it seeks out the most qualified and responsible bids from manufacturers and suppliers, which process serves to protect the public interest and the tax payers; and

**WHEREAS**, in order to avail itself of the reduced price negotiated by National Purchasing Partners, the City of Livingston is required to enter into an Intergovernmental Cooperative Purchasing Agreement with the lead contracting agency, which in this case is the Public Procurement Authority; and

**WHEREAS**, upon the Livingston City Commission’s approval, the City Manager is ready and willing to execute and enter into the Intergovernmental Cooperative Purchasing Agreement that will allow the City to purchase the fire engine and related equipment, which agreement is attached hereto and incorporated herein as Exhibit A.

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

The City Manager is hereby authorized to execute the Intergovernmental Cooperative Purchasing Agreement, which document is attached hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of September, 2016.

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**JAMES BENNETT - Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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**LISA HARRELD**  
**Recording Secretary**

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**ERIK COATE**  
**City Attorney**



## **Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPP"), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1: LEGAL AUTHORITY**

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

## **ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

## **ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

#### **ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

#### **ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

#### **ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

#### **ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.**

**PUBLIC PROCUREMENT AUTHORITY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



Date: 2-13-2014

BY: Jeffrey D. Johnson  
ITS: Administrator/Board Member

**Public Procurement Authority Contact Information:**

Contact Person: Heidi Chames  
Address: 25030 SW Parkway Ave., Suite 330  
Wilsonville, OR 97070  
Telephone No.: 855-524-4572  
Email: questions@procurementauthority.org

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of \_\_\_\_\_ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of \_\_\_\_\_ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

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

**Participating Agency Contact Information:**

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

**PUBLIC PROCUREMENT AUTHORITY  
FIRE APPARATUS Solicitation Synopsis  
Solicitation No. 1420**

**Intent**

The Public Procurement Authority (PPA) served as Lead Agency to solicit proposals for Fire Apparatus. PPA works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba FireRescue GPO, dba Law Enforcement GPO and dba Public Safety GPO (collectively hereinafter "NPPGov"), to service the PPA and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of PPA and NPPGov to "piggy-back" off the resulting Master Price Agreement.

**Determination for issuing RFP vs. Sealed Bid**

PPA has determined that it is advantageous for PPA to procure Fire Apparatus using the competitive RFP process rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, prohibits revision of the offers, and uses price as the predominate deciding factor. Such limitations prevent PPA from awarding the most advantageous contract(s) for PPA and its members.

**Procedure**

PPA issued an RFP (1420) on October 22, 2014.

The RFP was published in USA Today on October 27, 2014.

The RFP was published in the Daily Journal of Commerce on January 12, 2015.

The original RFP close date was January 26, 2015 but was extended to February 12, 2015 due to publication requirements.

The RFP was awarded on April 13, 2015.

The RFP was posted to the following web sites: [www.nppgov.com](http://www.nppgov.com), [www.procurementauthority.org](http://www.procurementauthority.org), and [www.findrfp.com](http://www.findrfp.com)

The text of the published notice of solicitation is as follows:

Public Procurement Authority (PPA)

NOTICE OF SOLICITATION

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Apparatus #1420

Industrial and Medical Gases, Accessories and Equipment #1415

Station Alerting #1425

Responses due 5:00 pm February 12, 2015

For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, questions@procurementauthority.org or download at www.procurementauthority.org

PPA received proposals from the following vendors:

1. Toyne
2. Pierce Manufacturing
3. E.J. Metals
4. Sutphen
5. HME

Proposals were evaluated by PPA based on the criteria contained in the RFP and the following successful proposers were selected:

**National:**

- **E.J. Metals**
- **HME**
- **Pierce Manufacturing**
- **Sutphen**
- **Toyne**

**Evaluation**

The evaluation was based on the following criteria as described in the RFP (weighted):

<b>Pricing:</b> Product price analysis and discounts proposed including favorable pricing for cooperative purchasing.	20
<b>Product Line:</b> Product line offered in indicated coverage area, considering geographic distribution limitations, warranties, any sub-proposers and coordination of manufacturer and distribution in response.	25
<b>Conformance:</b> Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	10
<b>Marketing:</b> The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	20

<u>Customer Service</u> : Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines.	5
<u>Coverage</u> : Ability to provide products and services for indicated coverage region including distribution, retail & service facilities and staff availability. <i>*Note Exhibit 1 from PPW</i>	10
<u>Proven Experience &amp; References</u> : Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10
<b><u>TOTAL</u></b>	100

### **Pricing Structure**

*E.J. Metals*: Proposer provided a discount off list. See Price List Attachment in the resulting Master Price Agreement.

*HME*: Proposer provided a fixed price discount. See Price List Attachment in the resulting Master Price Agreement.

*Pierce Manufacturing*: Proposer provided a fixed price discount. See Price List Attachment in the resulting Master Price Agreement.

*Sutphen*: Proposer provided a discount off list. See Price List Attachment in the resulting Master Price Agreement.

*Toyne*: Proposer provided a fixed price discount. See Price List Attachment in the resulting Master Price Agreement.

### **Additional Information**

National Purchasing Partners  
1100 Olive Way  
Suite #1020  
Seattle, WA 98101

Bruce Busch, Senior VP and Legal Counsel  
bruce.busch@mynpp.com  
(206) 494-4556  
www.nppgov.com



**AFFIDAVIT OF MAILING**

STATE OF Oregon )  
 ) ss.  
 COUNTY OF Washington )

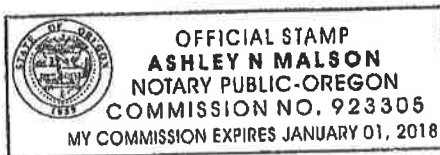
I, Heidi Chames, being first duly sworn on oath, depose and state that I am a Contract Manager for Public Procurement Authority, a government entity performing public procurement functions. On this 22<sup>nd</sup> day of October, 2014, I caused to be deposited in the United States mail at Wilsonville, Washington County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE APPARATUS to the following addresses:

<b>KME Fire Apparatus</b> Phil Gerace Director of Sales & Marketing One Industrial Complex Nesquehoning, PA 18240-1499	<b>Ferrara Fire Apparatus</b> Mike Doran Vice President 312 Littlefield Ave. South San Francisco, CA 94080	<b>Seagrave Fire Apparatus</b> George Kanugh Marketing Manager & Dealer Development 105 East 12 <sup>th</sup> St. Clintonville, WI 54929
<b>Pierce Manufacturing</b> Mike Schoenberger Vice President of Sales & Marketing 2600 American Drive, P.O. Box 2017 Appleton, WI 54912-2017	<b>E-One</b> Sam Itani VP of Global Sales 1601 SW 37 <sup>th</sup> Ave. Ocala, FL 34474	<b>Toyne</b> 104 Granite Ave. Breda, IA 51436
<b>Sutphen Corporation</b> Ken Creese Director, Sales & Marketing 6450 Eiterman Rd. Dublin, OH 43016	<b>E-One</b> Blair Schrock Director of Dealer Development 4955 Wiltshire Lane Suwanee, GA 30024	<b>Toyne</b> Larry Bezemer Western Regional Manager 2315 S. Weimaraner Way Meridian, ID 83642
<b>Rosenbauer</b> Bill Hershman Government Sales Manager 5181 260 <sup>th</sup> Street Wyoming, MN 55092	<b>Spartan ERV</b> Rich Holzman National Sales Account Manager 5712 Kenmore Rd. Baltimore, MD 21210	<b>HME</b> Jim Morgan Western Regional Sales 1950 Byron Center Ave. Wyoming, MI 49519
<b>Rosenbauer</b> Harold Boer 100 Third Street Lyons, SD 57041	<b>Smeal</b> Kent Smith Senior Gov't Contracts Manager 610 West 4 <sup>th</sup> St. Snyder, NE 68664	<b>SVI Trucks</b> Blair Schrock Western Sales 3842 Redman Drive Fort Collins, CO 80524
<b>H&amp;W Emergency Vehicles</b> Jeff Weber VP Sales and Marketing 3150 SW 234 <sup>th</sup> Ave. Suite 100 Hillsboro, OR 97123	<b>American LaFrance, LLC</b> 164 Spring Grove Drive Moncks Corner, SC 29461	

Heidi Chames  
 Heidi Chames

SUBSCRIBED AND SWORN TO before me this 27<sup>th</sup> day of October, 2014 by Heidi Chames.

Ashley Malson  
 NOTARY PUBLIC in the State of Oregon  
 Residing at Canby, Oregon  
 My commission expires: 1/1/18



## AFFIDAVIT OF MAILING

STATE OF Oregon )  
 ) ss.  
 COUNTY OF Washington )

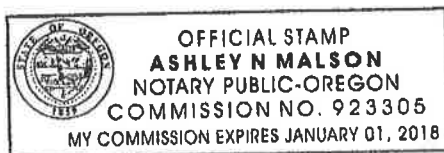
I, Heidi Arnold, being first duly sworn on oath, depose and state that I am a Contract Manager for Public Procurement Authority, a government entity performing public procurement functions. On this 12th day of January, 2015, I caused to be deposited in the United States mail at Wilsonville, Washington County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF Extension of Submission, Selection, Negotiation and Award Dates for the MASTER AGREEMENT FOR FIRE APPARATUS to the following addresses:

KME Fire Apparatus Phil Gerace Director of Sales & Marketing One Industrial Complex Nesquehoning, PA 18240-1499	Ferrara Fire Apparatus Mike Doran Vice President 312 Littlefield Ave. South San Francisco, CA 94080	Seagrave Fire Apparatus George Kanugh Marketing Manager & Dealer Development 105 East 12 <sup>th</sup> St. Clintonville, WI 54929
Pierce Manufacturing Mike Schoenberger Vice President of Sales & Marketing 2600 American Drive, P.O. Box 2017 Appleton, WI 54912-2017	E-One Sam Itani VP of Global Sales 1601 SW 37 <sup>th</sup> Ave. Ocala, FL 34474	Toyne 104 Granite Ave. Breda, IA 51436
Sutphen Corporation Ken Creese Director, Sales & Marketing 6450 Eiterman Rd. Dublin, OH 43016	E-One Blair Schrock Director of Dealer Development 4955 Wiltshire Lane Suwanee, GA 30024	Toyne Larry Bezemer Western Regional Manager 2315 S. Weimaraner Way Meridian, ID 83642
Rosenbauer Bill Hershman Government Sales Manager 5181 260 <sup>th</sup> Street Wyoming, MN 55092	Spartan ERV Rich Holzman National Sales Account Manager 5712 Kenmore Rd. Baltimore, MD 21210	HME Jim Morgan Western Regional Sales 1950 Byron Center Ave. Wyoming, MI 49519
Rosenbauer Harold Boer 100 Third Street Lyons, SD 57041	Smeal Kent Smith Senior Gov't Contracts Manager 610 West 4 <sup>th</sup> St. Snyder, NE 68664	SVI Trucks Blair Schrock Western Sales 3842 Redman Drive Fort Collins, CO 80524
H&W Emergency Vehicles Jeff Weber VP Sales and Marketing 3150 SW 234 <sup>th</sup> Ave. Suite 100 Hillsboro, OR 97123	American LaFrance, LLC 164 Spring Grove Drive Moncks Corner, SC 29461	

Heidi Arnold  
Heidi Arnold

SUBSCRIBED AND SWORN TO before me this 12<sup>th</sup> day of January 2015 by Heidi Chames.

Ashley Malson  
NOTARY PUBLIC in the State of Oregon  
Residing at Wilsonville, Oregon  
My commission expires: 1/1/18



## AFFIDAVIT OF PUBLICATION

# DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
(503) 228-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Marc Caplan**, being first duly sworn, depose and say that I am a **Public Notice Manager** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Notice of Solicitation**

**Public Procurement Authority; Bid Location Wilsonville, OR, Clackamas County; Due 02/12/2015 at 05:00 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

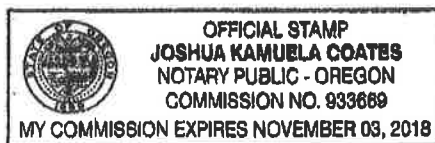
1/12/2015

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 12th DAY OF January, 2015

  
\_\_\_\_\_  
Marc Caplan

  
\_\_\_\_\_  
Notary Public-State of Oregon



**PUBLIC PROCUREMENT  
AUTHORITY (PPA)  
NOTICE OF SOLICITATION**

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Apparatus #1420  
Industrial and Medical Gases, Accessories and Equipment #1415  
Station Alerting #1425  
Responses due 5:00 pm February 12, 2015

For information or a copy of the Request for Proposal contact PPA, Heidi Arnold, at 855-524-4572, questions@procurementauthority.org or download at www.procurementauthority.org  
Published Jan. 12, 2015. 10666917

**Heidi Arnold**  
**Public Procurement Authority**  
25030 SW Parkway Ave Ste 330  
Wilsonville, OR 97070-9609

Order No.: 10666917  
Client Reference No:



June 15, 2015

To Whom It May Concern:

I am a duly authorized representative of Russell Johns Associates LLC, company handling the advertising matters for USA TODAY, a daily newspaper distributed within the US.

The ad for Public Procurement Authority was published in said newspaper within the National Marketplace Today section of the October 27, 2014 edition of USA TODAY.

---



Mary-Lynn Scott  
Executive Assistant

**CAMIKA C. WINTER**  
Notary Public, State of Florida  
My Comm. Expires Apr 07, 2018  
No. FF 110232

State of Florida  
County of Pinellas

On this 17<sup>th</sup> day of June, I attest that the attached document is a true, exact, complete, and unaltered  
tearsheet.



Notary

Reeves Co.  
Wolfcamp A  
WEST TEXAS  
**\$68**  
Niobrara Core  
COLORADO

SOURCE: ROBERT W. BAKER, BAKER HUGHES

massive reserves of crude and natural gas tucked into hard-to-reach shale rock formations and made overnight millionaires of thousands of residents. Last year, drilling in the Eagle Ford Shale had an \$87 billion economic impact and employed 155,000 people in the 21 counties around the formation, according to a recent

ing not existing wells, said Thomas Tunstall, research director at University of Texas-San Antonio's Institute for Economic Development. "A slowdown would be a more realistic scenario than an outright bust," Tunstall said. "They wouldn't just stop drilling across the board."

(8% of deep-water production)  
SOURCE: INTERNATIONAL ENERGY AGENCY ANALYSIS OF RSTAD ENERGY DATA

Many of his newly-enriched neighbors did the same, he said, buying everything cash and wiping out debt — knowing this type of wealth vanishes as fast as it arrives. "It's a hands-on type of investment you have down here," Phillip said. "We all keep our money and investments close to chest."

Nielsen findings: Although many cultural consumers expect to spend considerably more on holiday, they will wait longer while 65% of the general population says it plans to "wait later in the season" to do the of their holiday shopping, number jumps to an average among minorities, says Russo

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For advertising information: 1.800.397.0070 [www.russelljohns.com/usat](http://www.russelljohns.com/usat)

<p><b>NOTICES</b></p> <p><b>PUBLIC NOTICE</b></p> <p><b>Public Procurement NOTICE OF SOLICITATION</b></p> <p>PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov"). Fire Apparatus #1420 Responses due 5:00 pm January 26, 2015 Battery Systems and Related Equipment #1410 Industrial and Medical Gases, Accessories and Equipment #1415 Station Alerting #1425 Responses due 5:00 pm December 10, 2014</p> <p>For information or a copy of the Request for Proposal contact PPA, Heidi Chames at 855-524-4572. questions@procurementauthority.org or download at <a href="http://www.procurementauthority.org">www.procurementauthority.org</a></p>	<p><b>PERSONALS</b></p> <p><b>MEET HOT LOCAL SINGLES</b> Browse Ads &amp; Reply FREE 18+ Call for Your Local Number 888-634-2626, Code 3268</p> <p><b>BUSINESS</b></p> <p><b>BUSINESS CONNECTIONS</b></p> <p><b>INTERNATIONAL CREDIT \$100 MILLION</b> 855-227-4462</p> <p><b>GO PUBLIC WITH YOUR COMPANY</b> We Take Companies Public Including Start-Ups tccs.com 310-888-1870</p>	<p><b>BUSINESS OPPORTUNITIES</b></p> <p><b>OWN YOUR OWN</b></p> <ul style="list-style-type: none"> <li>• DOLLAR STORE</li> <li>• BIG BOX DOLLAR STORE</li> <li>• MAIL/PACK / SHIP &amp; BUSINESS CENTER STORE</li> <li>• DISCOUNT PARTY STORE</li> <li>• TEENS/ TEENS STORE</li> <li>• \$10 CLOTHING STORE</li> <li>• FROZEN YOGURT STORE</li> <li>• 100% FINANCING, OAC</li> </ul> <p>Anywhere - Worldwide 100% TURKEY \$ \$ 1-877-500-7603 \$ \$ <a href="http://WWW.DRSS9.COM">WWW.DRSS9.COM</a></p> <p><b>Real Estate</b> NEW Los Angeles Investment Project Learn to Turn 10K into \$1M in 5yrs FREE Property Portfolio! <a href="http://www.longevitystudygroup.com">www.longevitystudygroup.com</a> pwr/long</p> <p>Additional online listings are available on <a href="http://USATODAYclassifieds.com">USATODAYclassifieds.com</a></p>	<p><b>BUSINESS OPPORTUNITIES</b></p> <p><b>THE NEXT BIG GOLD RUSH !!</b> Make \$\$\$ Off Energy Deregulation Opportunity Of A Lifetime Is Waiting <a href="http://www.WyUtilityPlan.com">www.WyUtilityPlan.com</a></p> <p><b>FINANCIAL SERVICES</b></p> <p><b>BADNEGATIVE CREDIT</b> *** Removed From Credit Report Guaranteed or Your Money Back. Toll Free: 1-877-775-8832</p> <p><b>TAX DEBT OR TAX PROBLEMS???</b> We Can Help! Get your FREE Consultation from Tax Group Center 877-850-4464</p> <p><b>INVESTMENTS</b></p> <p>Accredited investors exploit Tasty Tea™ groundbreaking patent/ world class startup. For this plan 843-552-7799 <a href="mailto:halvme2@gmail.com">halvme2@gmail.com</a></p> <p>USA TODAY is the trusted source for over 2.9 million readers... Your potential customers! Source: GIK WRI Fall 2012</p>	<p><b>BUSINESS SERVICES</b></p> <p><b>FRANCHISE YOUR BUSINESS</b> It's EASIER Than You Think! Quick, Easy &amp; AFFORDABLE! <a href="http://www.TheFranchiseMaker.com">www.TheFranchiseMaker.com</a> Learn More 1-877-615-5177</p> <p><b>HEALTH/FITNESS</b></p> <p><b>VIAGRA</b> cialis LEVITRA STAYM • PROPEDA &amp; MORE FDA-Approved Medications • U.S. Licensed Pharmacies</p> <p><b>VIAMEDIC</b> SAFE • SECURE • DISCREET OVERNIGHT SHIPPING AVAILABLE 800-551-0352 <a href="http://VIAMEDIC.COM">VIAMEDIC.COM</a></p> <p><b>CANCER SPECIALISTS</b> Specializing in late stage cancer survival. Leading authorities concerning Integrative Oncology. Contact Dr. DeFralco @ Trinity Health 855-333-2246</p> <p>Visit us online at: <a href="http://usatoday.com">usatoday.com</a></p>	<p><b>TRAVEL</b></p> <p><b>DISCOUNT TRAVEL</b></p> <p><b>AIR AWARDS</b> BUYSELL UP TO 50% SAVINGS! BUSINESS, FIRST CLASS, INTERNATIONAL TRAVEL. (800) 659-8693 • (952) 461-5050</p>	<p><b>NOTICES</b></p> <p><b>PUBLIC NOTICE</b></p> <p><b>MISSING HAZEL MARTINE</b></p> <p>Do you have a business, real estate, or travel opportunity to market?</p> <p>Do you have a product to sell or service to offer?</p> <p>USA TODAY's MARKETPLACE TODAY is the answer, offering a variety of sizes and frequency rates to fit your budget.</p> <p>For more information, contact us today: 1-800-397-0070</p>
<p><b>DOB:</b> Feb 26, 1997 <b>Missing:</b> Apr 5, 2014 <b>Age Now:</b> 17 <b>From:</b> Raseda, CA NATIONAL CENTER FOR MISSING &amp; EXPLOITED CHILDREN <b>1-800-THE-LO</b></p>	<p><b>DOB:</b> Feb 26, 1997 <b>Missing:</b> Apr 5, 2014 <b>Age Now:</b> 17 <b>From:</b> Raseda, CA NATIONAL CENTER FOR MISSING &amp; EXPLOITED CHILDREN <b>1-800-THE-LO</b></p>	<p><b>DOB:</b> Feb 26, 1997 <b>Missing:</b> Apr 5, 2014 <b>Age Now:</b> 17 <b>From:</b> Raseda, CA NATIONAL CENTER FOR MISSING &amp; EXPLOITED CHILDREN <b>1-800-THE-LO</b></p>	<p><b>DOB:</b> Feb 26, 1997 <b>Missing:</b> Apr 5, 2014 <b>Age Now:</b> 17 <b>From:</b> Raseda, CA NATIONAL CENTER FOR MISSING &amp; EXPLOITED CHILDREN <b>1-800-THE-LO</b></p>	<p><b>DOB:</b> Feb 26, 1997 <b>Missing:</b> Apr 5, 2014 <b>Age Now:</b> 17 <b>From:</b> Raseda, CA NATIONAL CENTER FOR MISSING &amp; EXPLOITED CHILDREN <b>1-800-THE-LO</b></p>	<p><b>DOB:</b> Feb 26, 1997 <b>Missing:</b> Apr 5, 2014 <b>Age Now:</b> 17 <b>From:</b> Raseda, CA NATIONAL CENTER FOR MISSING &amp; EXPLOITED CHILDREN <b>1-800-THE-LO</b></p>	<p><b>DOB:</b> Feb 26, 1997 <b>Missing:</b> Apr 5, 2014 <b>Age Now:</b> 17 <b>From:</b> Raseda, CA NATIONAL CENTER FOR MISSING &amp; EXPLOITED CHILDREN <b>1-800-THE-LO</b></p>

**Backup material for agenda item:**

- D. RESOLUTION NO. 4698 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA APPROVING LIVINGSTON FIRE AND RESCUE AUTOMATIC AID AGREEMENT WITH PARK COUNTY RURAL FIRE DISTRICT #1 AND AUTHORIZING THE CITY MANAGER AND FIRE CHIEF TO SIGN THE AUTOMATIC AID AGREEMENT.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4698

**Date of First Consideration / Status:** September 20, 2016

**Purpose of Legislation:** A resolution of the City Commission of the City of Livingston, Montana approving Livingston Fire and Rescue Automatic Aid Agreement with Park County Rural Fire District #1 and authorizing the City Manager and Fire Chief to sign the Automatic Aid Agreement.

**Statutory Authority / Reference:** Mont. Code Ann. § 7-33-4112.

**Background:** The City of Livingston and Park County Rural Fire District #1 have previously entered into an Automatic Aid agreement which encompasses all areas of land within 5 miles of the City limits of the City of Livingston, Montana. Montana Code Annotated § 7-33-4112 provides for mutual aid agreements for protection against disasters, incidents or emergencies between fire districts and governing bodies of other political subdivisions of the State of Montana for their mutual benefit. The Automatic Aid Agreement attached hereto as Exhibit A which is incorporated herein by this reference sets forth the terms and conditions of providing automatic aid between the City of Livingston and its Fire and Rescue Department and Park County Rural Fire District #1.

**Fiscal Impact:** N/A

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

**Attachments:** Automatic Aid Agreement.

**RESOLUTION NO. 4698**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA APPROVING LIVINGSTON FIRE AND RESCUE AUTOMATIC AID AGREEMENT WITH PARK COUNTY RURAL FIRE DISTRICT #1 AND AUTHORIZING THE CITY MANAGER AND FIRE CHIEF TO SIGN THE AUTOMATIC AID AGREEMENT.**

**WHEREAS**, the City of Livingston and Park County Rural Fire District #1 have previously entered into an Automatic Aid agreement which encompasses all areas of land within 5 miles of the City limits of the City of Livingston, Montana; and

**WHEREAS**, Mont. Code Ann. § 7-33-4112 provides for mutual aid agreements for protection against disasters, incidents or emergencies between fire districts and governing bodies of other political subdivisions of the State of Montana for their mutual benefit; and

**WHEREAS**, the Automatic Aid Agreement attached hereto as Exhibit A which is incorporated herein by this reference sets forth the terms and conditions of providing automatic aid between the City of Livingston and its Fire and Rescue Department and Park County Rural Fire District #1.

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

That the City Manager and the Fire Chief are hereby authorized to enter into the Automatic Aid Agreement with Park County Rural Fire District #1 attached hereto as Exhibit A.

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

\_\_\_\_\_  
**JAMES BENNETT – Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4698**  
**Authorizing City Manager and Fire Chief to Sign Automatic Aid Agreement with Park County Rural Fire District No. 1.**  
**Page 1**



**Automatic Aid Agreement**

This Agreement (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Park County Rural Fire District #1 (“Rural Fire”), and the City of Livingston, Montana, a municipal corporation and political subdivision of the state of Montana (the “City”; and sometimes together with Rural Fire, the “Parties”).

**Whereas**, Rural Fire and the City each maintain equipment and personnel for response to, and the mitigation of, emergency incidents; and

**Whereas**, the City and Rural Fire desire to augment the emergency preparedness and response in their individual jurisdictions; and

**Whereas**, the Parties possess the authority to enter into this agreement pursuant to Mont. Code Ann. § 7-33-4112; and

**Whereas**, it is deemed mutually beneficial for the Parties to render assistance to one another in accordance with these terms;

**THEREFORE IT IS AGREED THAT**

**1. Administration**

**Duration.** This Agreement will remain in effect for an initial term of five (5) years. At the expiration of the initial 5-year term, this Agreement will automatically renew for an additional five (5) years unless one of the agencies exercises its right to terminate this Agreement before such renewal. Proposed changes to this document must be made in writing to all parties with a minimum of 30 days’ notice.

**Entire Agreement.** This Agreement is the entire agreement between the parties. No alteration, amendment, modification or addition shall be binding unless reduced to writing and signed by the parties.

**Fees.** All services under this Agreement shall be rendered without reimbursement unless the Host Agency receives monies from outside sources to offset the cost of mitigating the incident. These funds should then be dispersed to all responding agencies.

**Insurance/Hold Harmless.** Each agency shall obtain appropriate insurance for its equipment and personnel. Each agency shall have liability insurance in at least the minimum amounts specified in 2-9-108 Montana Code Annotated (MCA) and shall provide a certificate of insurance to the other party. In addition, each party (the “Indemnifying Party”) shall release, indemnify and hold harmless the other party (the “Indemnified Party”), its officers, employees, agents and assigns from any and all actions, claims, liabilities, demands or assertions of liability, causes of actions, losses,

costs and expenses including, but not limited to, reasonable attorney's fees involving or relating to any harm, injury or damage suffered or sustained by the Indemnified Party's employees, agents and/or representatives, or any third party which may arise or be alleged to have arisen, or resulted or alleged to have resulted solely from the Indemnifying Party's negligence, intentional or willful acts.

**Interpretation.** This agreement shall be governed by and interpreted according to the laws of the State of Montana. Section headings are for convenience only and not intended to define or limit the scope of any provision contained herein.

**Severability.** The provisions of this agreement are independent and severable and the invalidity, partial invalidity or unenforceability of any one of the provisions, or any portion thereof, shall not affect the validity or enforceability of any other provision.

**Venue.** Venue for any cause of action arising out of this Agreement shall be in the Montana Sixth Judicial District Court, Park County.

## 2. Operations

**Automatic Aid Incident:** The City and Rural Fire agree that each of them will provide the other automatic aid in the event any of the incidents listed below occurs in the other's jurisdiction, provided such incident requires more than one company to handle.

- Structure Fires (any fire or smoke seen or smelled inside any building)
- Chimney Fires (fires reported within the chimney of any building)
- Outside Fires Threatening Structures (wildland fires, dumpster fires, vehicle fires, or other fires within close proximity of any building)
- Wildland Fires (any grass, brush, trees, etc. fire)
- Gas Leaks (gas leaks or odors inside or outside)
- Hazardous Materials Incidents (any releases of chemicals or toxic materials)
- Mass Casualty Incidents (any incident with 3 or more reported patients)
- Explosions (of any type or size, whether inside a building or not)
- Train Derailments (whether injuries or leaks/spills or not)
- Building Collapses (of any size or cause)
- Aircraft Crashes (whether injuries, leaks/spills, fires or not)
- Technical Rescue (any trapped victim, above or below ground, in machinery, confined spaces, etc.)

- Fire Alarms in Commercial Buildings within City Limits
- Vehicle Crashes within City Limits (for extrication and/or traffic control)

**Command:** The Officer in Charge of the first arriving unit will be the Incident Commander until relieved by a higher ranking officer. Command shall be passed to the senior officer of the Host Agency once that senior officer arrives and requests that command be transferred, at which time the said officer shall become the Incident Commander. Transfer of command should be face to face. The Host Agency is responsible for the incident outcome, investigations and incident reporting whether they assume command or not.

**Dispatch:** Automatic aid calls shall be dispatched with the Host Agency dispatched first followed by the assisting agency.

**Host Agency:** For the purposes of this Agreement, the term “Host Agency” shall mean the party within whose area the emergency is located.

**Incident Commander:** For the purposes of this Agreement, the term “Incident Commander” shall mean the individual who assumes operational control over the emergency personnel at the scene.

**Operational Guidelines:** The Parties shall develop joint operational guidelines to be followed by all participants.

**Preparedness:** Each agency agrees to maintain and safely operate its equipment. Agency personnel will abide by all accepted safety standards. Upon request, the Parties respective records will be made available for review by the other party.

**Preplanning:** Building preplans and street maps will be developed and shared by the Parties.

**Response Area:** Encompassing all the area within 5 miles from the City Limits of Livingston, Montana.

**Training:** The agencies agree to train together on a regular basis to ensure efficient and safe operations at emergency incidents.

Park County Rural Fire District #1  
Board of Trustees

City of Livingston

\_\_\_\_\_  
Courtney Lawellin, Chairperson

\_\_\_\_\_  
Lisa Lowy, City Manager

\_\_\_\_\_  
Jonathan Gilbert, Secretary

\_\_\_\_\_  
Ken MacInnes, Fire Chief

\_\_\_\_\_  
Chuck Donovan, Trustee

---

Jeff Schoenen, Trustee

---

Dann Skattum, Trustee

---

Dann Babcox, Fire Chief

**Backup material for agenda item:**

- E. RESOLUTION NO. 4702 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH XYLEM WATER SOLUTIONS USA, INC. FOR EQUIPMENT AND COMPONENTS NECESSARY FOR THE WATER RECLAMATION FACILITY UPGRADES.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4702

**Date of First Consideration / Status:** September 20, 2016

**Purpose of Legislation:** A resolution of the City Commission of the City of Livingston, Montana authorizing the City Manager to sign the Notice of Award and Agreement with Xylem Water Solutions USA, Inc. for purchase of equipment and system components necessary for the Water Reclamation Facility upgrades.

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

**Background:** Following a request for proposals and a subsequent rating process of prospective proposals, the City of Livingston's administration and the City's engineer, Advanced Engineering and Environmental Design Services, Inc., selected Xylem Water Solutions USA, Inc., to provide equipment and components necessary for the Water Reclamation Facility upgrades. A proposed Notice of Award and Agreement setting forth the terms and conditions for providing the equipment and components have been drafted and are awaiting the Livingston City Commission's approval. The City Manager and Xylem Water Solutions USA, Inc. are ready and willing to fully execute the documents upon the Livingston City Commission's approval.

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

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

**Attachments:** Notice of Award, Agreement and Fiscal Note.

**RESOLUTION NO. 4702**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH XYLEM WATER SOLUTIONS USA, INC. FOR EQUIPMENT AND COMPONENTS NECESSARY FOR THE WATER RECLAMATION FACILITY UPGRADES.**

**WHEREAS**, following a request for proposals and a subsequent rating process of prospective proposals, the City of Livingston's administration and the City's project engineer, Advanced Engineering and Environmental Design Services, Inc., selected Xylem Water Solutions USA, Inc., to provide equipment and components necessary for the Water Reclamation Facility upgrades; and

**WHEREAS**, a proposed Notice of Award and Agreement setting forth the terms and conditions for providing the equipment and components have been drafted and are awaiting the Livingston City Commission's approval, which documents are collectively attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager and Xylem Water Solutions USA, Inc. are ready and willing to fully execute the documents upon the Livingston City Commission's approval.

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

The City Manager is hereby authorized to execute the Notice of Award and the Agreement, which documents are collectively attached hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_ day of September, 2016.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4702**

**Authorizing City Manager to Sign Notice of Award and Agreement with Xylem Water Solutions USA, Inc. for Water Reclamation Facility Equipment and Components**

**Page 1**

September 14, 2016

To the Chairman and Commissioners  
of the Livingston Board of City Commission  
c/o Lisa Lowy, Interim City Manager  
414 East Callender Street  
Livingston, MT 59047

**Re: Recommendation to Award the Livingston WRF Upgrades – SBR Equipment Procurement Contract to Xylem Water Solutions USA, Inc.**

Dear Ms. Lowy:

**Recommendation:**

AE2S recommends awarding the Livingston WRF Upgrades – SBR Equipment Procurement Contract (Contract) to Xylem Water Solutions USA, Inc. (Xylem), pending comment from USDA-RD. If acceptable, please approve the requested commission action. Included in this letter you will find a summary of bids received for the contract, an executive summary of the basis for award, specifics of the contract, and a summary of the sequence of events upon commission approval.

**Requested Commission Action:**

Move to approve the submitted Agreement entitled Livingston WRF Upgrades – SBR Equipment Procurement Contract.

**Summary of Bids:**

The invitation for public bids for the SBR Equipment was advertised in the Livingston Enterprise per public bidding law, as well as QuestCDN for broader national exposure. Sealed bids for the Contract were opened publicly on September 2, 2016 at the City of Livingston Finance Department. Three bids were received, while only two bidders were found to be responsive (meeting all requirements of the bid). The results of the responsive bids are outlined in the attached, certified Bid Tabulation.

**Basis for Award:**

The bids were subjected to the bid evaluation process outlined in the bidding documents, which included an evaluation scoring matrix that was designed in collaboration with the City. Selection criteria and total potential scores for each criterion were included for all bidder's reference on the Bid Form.

Each Bidders' proposal has been thoroughly evaluated and scored. The attached score sheet shows that Xylem was the highest scoring bidder. Below is a summary of the strengths and weaknesses identified in each Bidder's proposal. These issues are reflected in the scores awarded in the scoring matrix.

**Xylem**

- Longest track record with this specific process design (continuous-flow SBR technology), with dozens of reference installations.
- Clear and complete process control descriptions, including well-defined sequencing batch cycle times and explanation of programming requirements necessary to achieve the continuous influent flow characteristic the City of Livingston expressly requested.



- Best-in-class decanter mechanism, in terms of construction quality, effluent flow control capability and optimization of effluent quality. The decanter is the most critical differentiator between SBR equipment suppliers, and, in the City of Livingston's case, robust flow control is critical for the sizing of the downstream UV disinfection process.
- Strong show of product support and attention to detail in the interview process.

#### **Parkson**

- Submitted the lowest base bid. However, their process design resulted in a slightly larger volume for the reactor basins. The additional cost for the construction of the basins was applied to the total cost for the system, which reduced the scoring spread for capital cost.
- Could not provide evidence of a significant track record in designing and programming continuous-flow SBRs with fine bubble diffusion and effluent flow dampening.
- Lacked the requisite number of reference projects meeting the operational requirements outlined in the specifications.
- Lacked adequate supporting documentation for equipment and process design - specifically hydraulic design of the decanters, detailed information on the valves and actuators used to control flow from the system, and description of cycle times for the continuous flow characteristic specified.
- The proposed decanter design exceeds the indicated maximum allowable effluent flow rate, which would require increased sizing of downstream UV equipment.
- The proposed method of decant flow control is not recommended for good flow control, is a single-point of failure, lacks redundancy, and may result in excessive wear on the actuator.

#### **Specifics of the Contract:**

The following documents are enclosed for your review: a copy of Xylem's certified bid form, Bid Bond, and the requisite forms for USDA-RD funding. No copy of Xylem's qualification package is included, for purposes of brevity. It is available for review if desired.

The recommended contract includes the cost of Xylem's entire base bid, plus the acceptance of alternate additional items included on lines 14, 15, 16, & 20 of the Bid Form.

- Contract Price: \$1,026,017.00
- Contract Time: To be determined by the Installation Contractor subsequent to award of the Livingston WRF Upgrades general construction contract (pending review and approval).

This procurement contract is initially between the City and Xylem. Once the City awards the final construction contract to a general contractor, anticipated in summer of 2017, the contract will be assigned to the general contractor for the remainder of the project, as described in detail in the Agreement.

#### **Financial Obligations:**

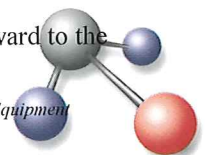
\$7,672.50 (50% of the Design Integration line item, which totals \$15,345) will be due to Xylem 60 days after Notice of Award. The remaining 50% is due to Xylem upon AE2S' final approval of Final Design Shop Drawings (approximately November-December 2016).

Once the equipment has been delivered to the project site, all expenditures are eligible for reimbursement from the State Revolving Fund loan that the City is in the process of securing.

#### **Sequence of Events Upon Approval:**

If acceptable and approved by the City Commission:

- Please sign and return all six copies of the attached Notice of Award.
- AE2S will forward the Notice of Award and the unsigned Agreements to the Contractor for signature.
- The Seller is required to acknowledge the Notice of Award, execute the Agreement, and return all documents with the required supporting documentation.
- Upon receipt of agreements and Sellers documentation, AE2S will review and, if acceptable, forward to the City for final review and execution.



- Once all copies of the Agreement have been fully executed, AE2S will assemble and distribute complete, bound Contract Document sets to all parties, and issue the Notice to Proceed.

We thank you for the opportunity to provide professional engineering services to the City of Livingston and congratulate you on completing a significant milestone in the design process of the Livingston WRF Upgrades project. Should you have any questions or concerns, please do not hesitate to contact me at your convenience.

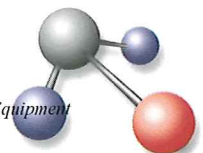
Sincerely,

AE2S



Scott L. Buecker, PE  
Project Manager

- Encl.: Livingston WRF Upgrades – SBR Equipment Contract  
Certified Bid Tabulation – WRF Upgrades: SBR Equipment Procurement  
Bid Form – REVISED 08/17/16 – Xylem Water Solutions USA, Inc.  
Bid Bond – For Xylem Water Solutions USA, Inc.  
USDA-RD Forms – Executed by Xylem Water Solutions USA, Inc.  
Bid Form Composite Evaluation Score Sheet
- C: Shannon Holmes, Public Works Director – City of Livingston  
Dan Emter, Water Reclamation Plant Foreman – City of Livingston  
Jessie Hogg, Finance Officer – City of Livingston  
Jerry Paddock, P.E., Environmental Engineer – Montana DEQ: Technical and Financial Assistance Bureau  
Karen Bucklin Sanchez, P.E., State Engineer – USDA-RD: Montana State Office



# Notice of Award

Dated September 20, 2016

Project: Livingston WRF Upgrades: SBR Equipment Procurement	Owner: City of Livingston, MN	Owner's Contract No.:
Contract:		Engineer's Project No.: P05613-2015-001
Bidder: Xylem Water Solutions USA, Inc.		
Bidder's Address: (send Certified Mail, Return Receipt Requested) 14125 South Bridge Circle  Charlotte, NC 28273		

You are notified that your Bid dated September 2, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Livingston WRF Upgrades SBR Equipment Procurement Contract plus Alternates

Base Bid plus Alternates 14, 15, 16, and 20

One million, twenty-six thousand, seventeen and no/100 Dollars (\$1,026,017.00).

6 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

6 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [6] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

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

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
 City of Livingston  
 Owner

By: \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

Copy to Engineer

**DIVISION 00 - SECTION 00 50 00**

**AGREEMENT**

**Livingston WRF Upgrade – SBR Equipment Procurement Contract**

THIS AGREEMENT for Livingston WRF Upgrades – Equipment Procurement Contract is by and between the City of Livingston, 414 East Callender, Livingston, Montana 59047 (herein called Buyer) and Xylem Water Solutions USA, Inc., 14125 South Bridge Circle, Charlotte, NC 28273 (herein called Seller).

Buyer and Seller, in consideration of the mutual covenants herein set forth, agree as follows:

**ARTICLE 1 – GOODS AND SPECIAL SERVICES.**

Livingston WRF Upgrades – SBR Equipment Procurement Contract.

Seller shall provide to Buyer all Goods and Special Services as described in the Bid Form or indicated in Seller’s Bid.

**ARTICLE 2 - THE PROJECT.**

2.01. The Project, for which the Goods and Special Services, as indicated in the Seller’s Bid, including the Seller’s scope of supply, are to be provided under the Contract Documents, which may be in whole or only a part, is generally described as follows:

**SBR Equipment**

Furnish and deliver new SBR Equipment for construction of a new mechanical water reclamation facility utilizing sequencing batch reactor technology at the Livingston Water Reclamation Facility: 330 North Bennett Street, Livingston, MT 59047. Generally, the SBR Equipment package should include fine bubble aeration diffusers complete with manifolds and drop legs, a positive displacement or rotary compressor blower package, mixing equipment (as required by the manufacturer’s system), decanting systems, waste sludge pump(s), instrumentation and controls and an overall SBR control panel with manufacturer’s logic programming for complete operation and control of the new SBR treatment basins. The system will be installed in the Livingston WRF Upgrades project, to be bid in its entirety in a forthcoming public bid. The work shall also include the following tasks: preparation of shop drawings with revisions as required by Engineer; coordination during final design with Engineer; preparation of operation and maintenance manuals with revisions as required by Engineer; coordination with the eventual General Contractor, who will install the equipment under a separate contract; field inspection; testing; startup services;

training services; warranty; and adherence to requirements established by funding agencies.

ARTICLE 3 – ENGINEER.

3.01. The Contract Documents for the Goods and Special Services have been prepared by AE2S, 1050 East Main St, Suite 2, Bozeman, MT 59715, who is referred to in the Contract Documents as Engineer. Engineer, and its duly authorized agents, is to act as Buyer's representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE 4 - POINT OF DESTINATION.

4.01. The place where the Goods for the SBR Equipment are to be delivered is defined in the Procurement General Conditions as the Point of Destination and is designated as:

City of Livingston  
Livingston Water Reclamation Facility  
330 Bennett St  
Livingston, MT 59047

ARTICLE 5 - CONTRACT TIMES.

5.01. Time of the Essence.

A. All time limits for Milestones (Interim Completion), if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract Documents, are the essence of the Contract.

5.02. Contract Times.

- A. All contract times will be set forth in the Contract Documents for the Livingston WRF Upgrades.
- B. The Seller agrees to honor the price for the Goods and Special Services until the bid and Award of the Livingston WRF Upgrades project OR a period of 12 months after the Notice of Award for the Procurement Contract No. 1 – SBR Equipment. If after 12 months, Buyer has not bid and awarded a Contract for the Livingston WRF Upgrades project, the Seller may be entitled to price escalation as outlined in Section 6.02 – Price Escalation Allowance.
- C. Buyer reserves the right to schedule, delay, postpone, or cancel bidding of the Livingston WRF Upgrades project at any time if deemed to be in the best interest of the Buyer. In the event the Buyer delays,

postpones, or cancels bidding and award of the Livingston WRF Upgrades project, this Agreement will be terminated and Seller will be entitled to payment not to exceed the amount scheduled in Article 7 – Payment Procedures (7.02 – Progress Payments). Buyer shall notify Seller in writing of decision to terminate contract. Seller shall then submit application for payment of Progress Payments due. Engineer shall review application for Progress Payments due in accordance with Article 10 of the Procurement General Provisions. These payment terms shall supersede any payment terms included with Seller’s Bid.

5.03. Submittal of Shop Drawings.

A. All Shop Drawings and Samples required by the Contract Documents shall be submitted to Engineer for review and acceptance within three (3) weeks of an executed Agreement between the parties.

5.04. Date for Delivery of Goods.

A. Date of Delivery of Goods shall be dictated by the “Installation Contractor.” Seller accepts the responsibility of meeting the Date of Delivery of Goods agreed upon by Seller and the Installation Contractor. Installation Contractor will submit expected delivery date to Seller 30 days after the transfer of the Agreement from Buyer to Installation Contractor. Final price of this Agreement shall reflect the cost of accommodating the agreed upon Date of Delivery of Goods between Installation Contractor and Seller.

5.05. Furnishing Special Services.

A. The furnishing of Special Services to Buyer shall be dictated by the Installation Contractor. Installation Contractor will be responsible for coordinating the dates for Seller to Furnish the Special Services. Installation Contractor will submit expected Dates for furnishing the Special Services to Seller 30 days after the transfer of the Agreement from Buyer to Installation Contractor. Dates will be subject to change as construction progresses. Installation Contractor will be responsible for updating Seller on adjusted dates for furnishing the Special Services. Final price of this Agreement shall reflect the cost of accommodating the Installation Contractor’s construction schedule in regards to furnishing the Special Services.

5.06. Liquidated Damages.

A. Buyer and Seller recognize that time is critical to the successful completion of this Project and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.04 above, plus any extensions thereof

allowed in accordance with Article 7 of the Procurement General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500 for each day that expires after the time specified in Paragraph 5.04 for delivery of acceptable Goods.

B. Buyer shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Seller, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

## ARTICLE 6 – CONTRACT PRICE.

### 6.01. Lump Sum

A. Buyer shall pay Seller in current funds, for furnishing Goods and Special Services designated in Article 1 in accordance with the Contract Documents, the following as indicated in seller's bid:

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Price</u>
<b>CONTRACT NO. 1</b>				
<b>Design Assistance</b>				
1	Design Integration	1	LS	\$15,345.00
<b>Construction Coordination</b>				
2	Construction Shop Drawings	1	LS	65,000.00
<b>Equipment</b>				
3.	Blower Package	1	LS	258,152.00
4.	Air Diffusion Equipment	1	LS	117,559.00
5.	Submersible Mixers	1	LS	84,435.00
6.	Decanters	1	LS	128,722.00
7.	WAS Pumps	1	LS	12,965.00
8.	Control System	1	LS	45,532.00
9.	MCC	1	LS	140,097.00
10.	Instrumentation	1	LS	15,208.00
11.	Spare Parts	1	LS	3,500.00
<b>Special Services</b>				
12.	Start-Up and Operation Services	1	LS	98,550.00
<b>Total CONTRACT No. 1</b>				<b>\$985,065.00</b>
<b><u>Alternate Additions</u></b>				
14.	Additional Performance Guarantee	1	LS	Included free of charge in base bid
15.	Extended Service Agreement (20 yr	1	LS	Included (except field service)





## ARTICLE 7 – PAYMENT PROCEDURES.

### 7.01. Submittal and Processing of Payments.

A. Seller shall submit Applications for Payment in accordance with Article 10 of the Procurement General Conditions. Applications for Payment will be processed by Engineer as provided in the Procurement General Conditions. Schedule of Values on Application for Payment shall reflect those values for Bid Items 1-13, and those Alternate Additions accepted by Buyer, on the Bid Form.

### 7.02. Progress Payments.

A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:

- Design Assistance
  - DESIGN INTEGRATION (from Bid Form) – Not to Exceed 5% of Total Bid
  - Shall include all work required to submit Final Design Shop Drawings and make revisions necessary for Engineer to approve Final Design Shop Drawings. Final Design Shop Drawings are those shop drawings necessary for Engineer to complete Final Design of the Livingston WRF Upgrades project. These shall include, but shall not be limited to, equipment data sheets and drawings (equipment, detail, schematic, plan, construction, electrical, and mechanical) for all equipment listed in Seller's Scope of Supply.
  - Payment for DESIGN INTEGRATION shall be approved on the following schedule:
    - 50% - 60 Days following Award of Procurement Contract No. 1 – SBR Equipment
    - 50% - Upon final approval of Final Design Shop Drawings – effectively upon Engineer's completion of Final Design for the Livingston WRF Upgrades project.
- Construction Coordination
  - CONSTRUCTION SHOP DRAWINGS (From Bid Form) – Not to Exceed 10% of Total Bid
  - Shall include all work required to submit, review, finalize and approve all shop drawings required for construction coordination purposes.
  - Payment for Construction Coordination shall be approved upon final approval of all shop drawings required for construction coordination purposes.
- Equipment

- Sum of Bid items 3-12 from Bid Form – Not to Exceed 75% of Total Bid
- Payment for Equipment shall be approved upon the satisfactory delivery of all Goods to the Point of Destination.
- Special Services
  - START-UP AND OPERATION SERVICES (from Bid Form) – No less than 10% of Total Bid
  - Payment for Special Services shall be made upon approval of Owner & Engineer of installation of Goods and performance of Seller's Special Services – otherwise determined as "substantial completion."

B. Upon Assignment, discussed in Article 11.02, below, price for Construction Coordination, Equipment, & Special Services will be transferred to Installation Contractor. Design Assistance will be eligible for payment prior to Assignment and will not be transferred to Installation Contractor's Schedule of Values.

#### 7.03. Final Payment.

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the Procurement General Conditions, Buyer shall pay the remainder of the Contract Price as recommended by Engineer.

#### ARTICLE 8 – INTEREST.

8.01. All moneys not paid when due as provided in Article 10 of the Procurement General Conditions shall bear interest at the rate of 5 percent per annum.

#### ARTICLE 9 – SELLER'S REPRESENTATIONS.

9.01. In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. If specified, or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.

C. Seller is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.

D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.

E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Goods and Special Services.

G. Seller's process design calculations and the performance claims for effluent quality, equipment and/or product functionality, operational descriptions, and any other data presented in Seller's entire proposal package submitted at Bid Date are supportive of and supported by the equipment and/or products provided in Seller's Scope of supply. Seller guarantee's that any equipment or product identified to be not sized for the appropriate performance requirements (either claimed in Seller's proposal package or required by the specifications provided herein) will be replaced and installed by Seller at no additional cost to Buyer with an approved and appropriately sized piece of equipment and/or product, deemed by Engineer to be equal in quality and construction as the one(s) originally provided. This requirement shall be in effect from the date of award through the entire Warranty period.

## ARTICLE 10 – CONTRACT DOCUMENTS.

### 10.01. Contents.

A. The Contract Documents which comprise the entire agreement between Buyer and Seller concerning the furnishing of Goods and Special Services consist of the following:

1. This Agreement.
2. Procurement Performance and Payment Bonds, as applicable.
3. Procurement General Conditions, as applicable.
4. Procurement Supplementary Conditions, as applicable

5. Funding Agency Special Provisions for Montana Public Facility Projects
  6. Specifications, as listed in the Table of Contents of the Project Manual, as applicable.
  7. Addenda No. 1 to 4
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Exhibit A-1 to Agreement between Buyer and Seller dated September 20, 2016, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
    - b. Exhibit A-2 to Agreement between Buyer and Seller dated September 20, 2016, Agreement to Assignment by Seller's Surety.
    - c. Sellers Bid – Including any and all Attachments to This Bid identified in Article 6 of the Bid Form.
  9. Buyer's Forms as listed in the Table of Contents.
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice of Award.
    - b. Notice to Proceed.
    - c. Written Amendment(s).
    - d. Change Order(s).
    - e. Field Order(s).
    - f. Engineer's Written Interpretation(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article.

- D. The Contract Documents may be amended, modified, or supplemented only as provided in Paragraph 3.04 of the Procurement General Conditions.
- E. Where in conflict with any other part of the Contract Documents, those terms and conditions mutually agreed upon by the Seller and Buyer shall take precedence.

## ARTICLE 11 – MISCELLANEOUS.

### 11.01. Defined Terms.

A. Terms used in this Agreement will have the meanings indicated in the Procurement General Conditions and Procurement Supplementary Conditions.

### 11.02. Assignment.

A. Buyer has the right to assign the Contract for furnishing Goods and Special Services hereunder and Seller shall accept such assignment. Forms documenting the assignment of the Contract and consent of Seller's surety to the assignment are attached as exhibits to this Agreement.

1. The Contract will be executed in the name of Buyer initially, and will be assigned to an installation contractor designated by Buyer. The assignment will occur on the effective date of the agreement between Buyer and the General Contractor (Installation Contractor) for the Livingston Water Reclamation Facility Upgrades project, award for which is anticipated in or before June 2017. As of the date of acceptance of assignment by the Installation Contractor, all references in the Contract Documents to Buyer shall mean the designated contractor whose responsibilities will include the installation of the Goods.
2. The assignment of the Contract shall relieve Buyer from all further obligations and liabilities under the Contract. After assignment, Seller shall become a subcontractor to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties and obligations of the assignee.

3. After assignment:
  - a. All performances, warranties, and guarantees required by the Contract Documents will continue to run for the benefit of Buyer and, in addition, for the benefit of the assignee.
  - b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties and obligations of Engineer to assignee and Seller under this Contract will cease.
    - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the Procurement General Conditions.
    - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness such clarifications or interpretations of the Contract Documents, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be final and binding on assignee and Seller unless:
      - a) an appeal from Engineer's clarification or interpretation is made within the time limits and in accordance with the dispute resolution procedures set forth in Article 13 of the Procurement General Conditions; or
      - b) if no such dispute resolution procedures have been set forth, a written notice of intention to appeal is delivered by assignee or Seller to the other within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision (unless otherwise agreed to in writing by assignee and Seller), to exercise such rights or remedies as the appealing party may have with respect to such clarification or interpretation in accordance with applicable Laws and Regulations.
    - 3) When rendering a clarification or interpretation under Paragraph 11.02.A.3.b.2, Engineer will not show partiality

to assignee or Seller and will not be liable in connection with any clarification or interpretation rendered in good faith.

B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 11.03. Successors and Assigns.

A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

#### 11.04. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 11.05. Business Addresses.

A. The business address of Seller given herein is hereby designated as the place to which all notices, letters, and other communication to Seller will be mailed or delivered. The address of Buyer appearing herein is hereby designated as the place to which all notices, letters, and other communication to Buyer shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. One counterpart each has been delivered to Buyer, Seller, Surety, and Engineer.

This Agreement will be effective on September 20, 2016.

Buyer: City of Livingston, MT

Seller: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices

Address for giving notices

414 East Callender

\_\_\_\_\_

Livingston, MT 59047

\_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Title

Title

End of Section



**EXHIBIT A-1** to Agreement Between Buyer and Seller  
Dated September 20, 2016

**ASSIGNMENT OF CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE  
OF ASSIGNMENT**

This assignment will be effective on the Effective Date of the Agreement between Buyer and Installation Contractor. The Contract between the City of Livingston, MT ("Buyer") and

\_\_\_\_\_  
("Seller")  
for furnishing Goods and Special Services under the Contract Documents entitled Procurement Contract No. 1 – SBR Equipment is hereby assigned, transferred, and set over to

\_\_\_\_\_  
("Installation Contractor").  
Installation Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY: \_\_\_\_\_  
City of Livingston, MT  
Buyer

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

By: \_\_\_\_\_  
(Signature) (Title)

Address for giving notices

\_\_\_\_\_  
414 East Callender  
\_\_\_\_\_  
Livingston, MT 59047

ASSIGNMENT  
ACKNOWLEDGED AND ACCEPTED BY:

\_\_\_\_\_  
Seller

(If Seller is a corporation, attach evidence of authority to sign.)

By: \_\_\_\_\_  
(Signature) (Title)

ASSIGNMENT ACCEPTED BY:

\_\_\_\_\_  
Installation Contractor

(If Installation Contractor is a corporation, attach evidence of authority to sign.)

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

Address for giving notices

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

**EXHIBIT A-2** to Agreement Between Buyer and Seller  
Dated September 20, 2016

**AGREEMENT TO ASSIGNMENT BY SELLER’S SURETY**

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled Procurement Contract No 1 – SBR Equipment by and between the City of Livingston, Montana (“Buyer”) and

\_\_\_\_\_ (“Seller”)

may be assigned, transferred, and set over to

\_\_\_\_\_ (“Installation Contractor”),

in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Installation Contractor shall have all the rights of the Buyer under the Procurement Performance Bond.

(Corporate Seal)

Surety

Company: \_\_\_\_\_

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

Signature and Title  
(Attach Power of Attorney)

Address for giving notices

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



**Xylem Water Solutions USA, Inc.**  
 9333 N. 49<sup>th</sup> Street, Brown Deer, WI 53223  
 Tel 414.365.2200 Fax 414.365.2210

**DATE:** September 14, 2016

**TO:** AE2S

**RE:** Livingston WRF  
 Wastewater Treatment Facility Improvements  
 Bid Date: September 2, 2016  
 Sanitaire #23625-12a

Xylem Water Solutions USA is pleased to present this bid proposal for the supply and startup of a complete Sanitaire® Intermittent Cycle Extended Aeration System (ICEAS®) for the Livingston WRF WTF. Sanitaire is proposing equipment for the following specification sections:

Livingston Water Reclamation Facility Upgrades – SBR Equipment Procurement  
 Section 46 53 54 Sequential Batch Reactor System

Xylem is committed to providing the full scope of supply as specified in the bid documents listed above. Should any item be found missing from our scope or outside of compliance with the specifications, Xylem will provide a resolution that meets the specifications at no additional cost to the owner.

#### **A. PROCESS DESIGN DETAILS**

The Sanitaire ICEAS (SBR) system is designed around the following influent conditions:

Peak Month Flow (Design)	2,180,000	gpd
Peak Day Flow	2,570,000	gpd
Peak Hour flow	3,330,000	gpd
BOD <sub>5</sub> (at 20°C)*	196.8	mg/L
TSS*	244.1	mg/L
TKN*	29.4	mg/L
Total Phosphorus*	7.4	mg/L
Alkalinity required (minimum)	180	mg/L
Wastewater Temperature (Range)	8 – 20.7	°C

\*Concentrations based on design mass loading at ADWF

The process design is based on meeting the following effluent criteria (defined by a monthly average):

BOD <sub>5</sub> Conc. (at 20°C)	10	mg/L
TSS Conc.	10	mg/L
NH <sub>3</sub> -N Conc.	3.1	mg/L
Total Nitrogen Conc.	16.17	mg/L
Total Phosphorus Conc.*	4.07	mg/L

\*May require chemical addition.

## **B. EQUIPMENT AND SERVICE:**

The Sanitaire scope of supply for this project includes the following equipment and services:

1. **ICEAS Blower:** Three (3) Gardner Denver RBS-126 Tri-Lobe positive displacement blowers for air supply to the ICEAS basins. Each complete blower package will be supplied with all necessary accessories, including:
  - 150 HP – 1800 RPM – TEFC – 3-phase 1.15 S.F. Motor
  - Discharge check valve
  - Inlet/discharge flexible connectors
  - Discharge butterfly valve
  - V-Belt Drive with guard
  - Inlet Air Filter/Silencer
  - Discharge Silencer
  - Weight Relief Valve
  - Discharge pressure gauge
  - Discharge thermometer
  - Elevated Steel Base
  - Allan Bradley VFD-Variable Frequency Drive (housed in MCC)
  - Sound Enclosure
  
2. **Air Control Valve:** Two (2) 10” diameter air control valves, one (1) for each main react zone grid in the ICEAS tanks, and Two (2) 4” diameter air control valves, one (1) for each pre-react zone grid in the ICEAS tanks. Each valve will be supplied with 120 V, 1 Ph, 60 Hz electric operator, compartment heaters and handwheel for manual operation. Valves will be DeZurik BRS with an AUMA three-phase actuator.

3. **ICEAS Fine Bubble Aeration:** A complete SANITAIRE Fine Bubble aeration system for each ICEAS basin. There are two (2) grids per ICEAS tank. One in the main react zone and one in the pre-react zone. Equipment for each grid will include:
- One stainless steel and PVC vertical drop pipe including flange for connection at the top of the tank and bottom connection to the air manifold.
  - One PVC manifold with connections for each 4 inch diameter air distribution header.
  - Stainless steel manifold supports with hold down clamp and washer.
  - Four-inch diameter PVC air distribution headers including:
    - Fixed anti-rotational joint connection to the air manifold.
    - Factory installed (solvent welded) diffuser holders.
    - Positive locking fixed anti-rotational joint connections.
  - Stainless steel air distribution header support stands with header hold down clamp and locating plate.
  - Fine Bubble Silver Series-II Diffuser Elements with gaskets and retainer rings.
  - Flanges, bolts, nuts and neoprene gaskets necessary to assemble the system.
  - One automated moisture purge system for the SBR aeration system.
  - One manual moisture purge system for the digester aeration system.
  - Stainless steel anchor bolts for the manifold and header supports.

**NOTE:** Anchor bolts are designed for installation in 4000 PSI Concrete per ACI Committee 350 ("Concrete Sanitary Engineering Structures).

4. **Decant Mechanism:** Two (2) SANITAIRE stainless steel decanters, (1) per ICEAS basin. Each decanter will include a 27.5 foot long stainless steel trough, scum exclusion float, downcomer pipes, swivel joint, wall connection, and anchors. Each decanter drive assembly will be provided with electro-mechanical Duff-Norton actuator decanter drive with 1/2 HP, 460V, 3 phase 60 Hz variable speed drive duty motor, decanter drive support, boot and end position limit switches.
5. **Submersible Mixers:** Two (2) Flygt Model 4670 submersible mixers, one (1) per basin. Each mixer will come equipped with 20 Hp, 460 V, 3 Ph, 60 Hz motor. Hoist socket, power cable and lifting cable will be provided for each mixer. Leak detection for the mixers will be provided. One portable hoist will be provided and hoist sockets for each mixer.  
*Optional adder No.19: 1 shelf spare mixer.*
6. **ICEAS Pump:** Two (2) Flygt Model NP 3085 MP submersible pumps, one (1) for each ICEAS basin. Each pump will come equipped with 2.4 Hp, 460 V, 3 Ph, 60 Hz motor, discharge base, guide rail brackets, lifting cable and power cable. One portable hoist will be provided and hoist sockets for each mixer. **Guide rails, discharge piping and valves by others.**  
*Optional adder No.20: 1 shelf spare WAS pump.*

7. **DO Control:** Two (2) YSI FDO 700 dissolved oxygen probes, one (1) analyzer and control system.
8. **Level Indicators:** Two (2) Flygt level transducers, one (1) per ICEAS basin. The transducer shall have a stainless steel body with a head-pressure-sensing bottom Teflon faced diaphragm and an internal precision, gage pressure transducer assembly. The transducer shall be cable mounted and factory calibrated for the basin depth. The transducer shall be a 2-wire type and produce a 4-20ma signal in direct proportion to the measured level.
9. **High Level Storm Float:** Two (2) Flygt high level non-mercury float switches, one (1) per ICEAS basin.
10. **Motor Control Center:** Rockwell Automation Motor Control Center (MCC) for ICEAS motors and other electrical devices. MCC will be provided with motor starters and spare parts as specified.
11. **Control System:** One (1) NEMA 12 control panel with software as required for proper control of the ICEAS process, including all equipment listed in this scope. The system will be supplied with the following items:
  - Allen Bradley Human Machine Interface – Touchscreen HMI
  - Allen Bradley Programmable Logic Controller (PLC) – Compact Logix
  - Control Switches
  - Pilot Lights
  - Telephone Modem
  - Uninterruptable Power Supply (UPS)
  - A local control station for each SBR decanter
12. **SCADA System:** One (1) SCADA system to control and monitor the ICEAS process. The SCADA system will be provided with desktop computer, printer and software, to monitor the ICEAS process. *Additional plant equipment can be tied in to the SCADA system, subject to Change Order.*
13. **Portable Suspended Solids Meter:** One (1) Royce portable electronic suspended solids meter.
14. **Optional Adder No. 16 - Sludge Age Control System:** *Two (2) TSS probes, one (1) per ICEAS basin, two (2) TSS analyzer, (1) for each ICEAS basin, one (1) WAS line TSS probe (and WAS line flow meter).*
15. **Process Performance Guarantee – Optional Adder No. 14**
16. **Engineering Drawings:** Required sets of engineering drawings.

17. **O & M Manuals:** Required sets of O & M Manuals.

18. **Field Installation Supervision and Start-Up Services:**

The following services will be provided as specified.

Start-Up, Training                      Two (2) Trips, Five (5) Days

Process Training/Follow-up      One (1) Trip, Five (5) Days

**C. EXCLUSIONS**

The following from are specifically excluded from our proposal:

1. Equipment unloading or storage at jobsite.
2. Concrete tank or building design and installation.
3. Any and all installation work or other work typically provided by the Construction Contractor.
4. Painting of equipment.
5. All influent piping and influent piping supports (including those in-basin). All effluent piping downstream of the decanter effluent including through the wall piping. Effluent vent piping outside basin where required. All yard piping and valves not listed in Section A including influent, effluent and supernatant piping/valves. Any splitter boxes.
6. Air supply piping between the blower isolation valves and the ICEAS basins at top of basin drop pipes including any valves not listed in Section A.
7. All bolts, gaskets and connectors for attaching drop pipe to upper air main piping.
8. Inside and outside basin sludge piping and valves. All waste sludge piping and valves (including check and plug valves) downstream of each pump discharge elbow/slide-away fitting. Sludge pump guide rails.
9. Any and all electrical work or other work typically provided by the Construction Contractor
10. Field wiring and conduits, field wireways, local disconnect switches.

11. Anchor bolts and other embedded materials except for anchor bolts specifically included in the Section A of this proposal.
12. Platforms, gratings (including those over the influent flow splitter box), handrails, ladders, and stairs.
13. Power, water, and labor for operating equipment.
14. Any field and laboratory testing.
15. Any instrumentation including flow meters, or equipment including disinfection or chemical feed equipment not specifically listed in Section A.
16. All costs associated with video taping services.
17. All field testing (all anchor bolt and support pull-out, leakage, aeration system level, uniformity, mixing and pressure testing, if required)
18. All field supervision or other service days in excess of the 10 days included in this proposal.

#### **D. CLARIFICATIONS**

Please note Xylem is proposing the following notes and exceptions to the contract:

Agreement – Section 00 50 00-1:

##### Section 5.06 (new C)

No liquidated damages will be assessed against Seller unless Seller's late delivery adversely impacts the Buyer's overall project critical path schedule. Payment of liquidated damages shall be Seller's sole liability and Buyer's sole remedy for late delivery. In no event shall liquidated damages exceed ten percent (10%) of the contract price.

##### Section 11.06 (new)

Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or related to the Contract. The parties further agree that the total liability of each party to the other for claims, costs, losses, and damages arising from this Contract shall be limited to the amount established in the Agreement as the Contract Price. The terms of this overall Limitation of Liability (but not the waiver) do not apply to or limit any claim by either party against the other based on the following: (a) costs, losses, or damages asserted by third parties for bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property; or (b) gross negligence or willful misconduct.



**E. ALTERNATE ADDERS**

- No. 13 Rotary Compressor Blowers – Not Used
- No. 14 Process Performance Guarantee – Sanitaire is pleased to offer a process performance guarantee per proposed language detailed in section 7 of our proposal at no additional cost to the owner.
- No. 15 Extended Service Agreement – Sanitaire is committed to providing exceptional customer service to our customers throughout the lifetime of the system. Our 24/7 call center, process engineering services, and design expertise will be provided at no additional charge. Should service days by a Sanitaire representative be required in addition to the 10 days included in this bid, Sanitaire will charge a daily rate for the representative’s visit. Currently this rate stands at \$1,500/day plus travel and living expenses, but is subject to change.
- No. 16 SRT Control – SRT control is included as an optional adder to this bid. Automating SRT control improves both the overall process performance of the plant and its energy efficiency by optimizing the age of the biomass to the treatment conditions and environmental conditions in real time.
- No. 17 Premium Efficiency Diffuser Package – Sanitaire’s Silver Series-II diffusers are a high efficiency aeration product included as base bid at no additional cost. These diffusers are well suited to operation within an SBR environment thanks to their integral check valve feature that seals the aeration grid hen air is turned off throughout the cycle. These diffusers are also suitable for in-situ acid cleaning, which does not require disruption of the treatment process, or removal of the aeration grids from the basin.
- No. 18 I/O Expansion – included as an optional adder
- No. 19 Spare Mixer – shelf spare mixer is included as an optional adder. Please note that the mixer is mounted on guide rails and is extremely easy to replace, with access from the walkway.
- No. 20 Spare WAS pump – shelf spare WAS pump is included as an optional adder. Please note that the pump is mounted on guide rails and is extremely easy to replace, with access from the walkway.

**F. ESTIMATED SUBMITTALS AND DELIVERIES:**

The submittal schedule begins after acceptance of purchase order by Xylem Sanitaire. Delivery schedule begins after receipt of approved drawings; Assume four week turnaround of submittals by the review engineer.

Certified engineered equipment drawings:	6 weeks
Equipment Shipment (after release for fabrication):	10 – 12 weeks

**G. PRICING:**

Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2010, Full freight allowed to destination.

**H. PRICE NOTES**


1. Taxes are not included. Purchaser to pay directly all applicable taxes separate from purchase order to Xylem Water Solutions USA.
2. All prices quoted shall be valid for 90 days from the date of bidding.
3. The prices are based on the equipment being released for shipment as per Article 6.02 of the Agreement and subject to Escalation Allowance specified therein.
4. Prices on orders received after the above deadline or specifying later shipping dates shall be subject to review and possible adjustment in line with the then existing economic conditions.
5. Terms of Payment: As specified in the Agreement, and Bid Form 00 03 00-5
6. An interest charge of 1 1/2% per month will be added to past due accounts.

**I. WARRANTY**

Xylem Water Solutions USA warrants all parts to be free from defective material and workmanship for a period of one (1) year after startup or eighteen (18) months after shipment and to furnish to the Owner replacements for any such items found to be defective within that period.

We appreciate your interest in Sanitaire and look forward to providing Sanitaire-ICEAS process equipment and fully-integrated control system for your treatment plant. If you should have any questions, please do not hesitate to contact us.

Sincerely,



Irina Gokhman  
Sr. Sales Engineer

cc: **Sanitaire Representative:**  
isiWest  
Longmont, CO

# PERFORMANCE BOND FOR PROCUREMENT CONTRACTS

Any singular reference to Seller, Surety, Buyer or other party shall be considered plural where applicable.

SELLER (Name and Address):  
Place

SURETY (Name and Address of Principal  
of Business):

BUYER (Name and Address):

### CONTRACT

Date:  
Amount:  
Description (Name and Location):

### BOND

Date (Not earlier than Contract Date):  
Bond Number:  
Amount:  
Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

#### Seller as Principal

Company: (Corp. Seal)  
(Corp. Seal)

#### Surety

Company:

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

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

Name and Title:

Name and Title:  
(Attach Power of Attorney)  
Address:

Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

#### Seller as Principal

Company: (Corp. Seal)  
(Corp. Seal)

#### Surety

Company:

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

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

Name and Title:

Name and Title:

Address:  
Telephone Number:

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no Buyer Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Buyer has notified Seller and Surety pursuant to paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, subsequently to declare a Seller Default); and
  - 3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in paragraph 3.1; and
  - 3.3. Buyer has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another seller selected pursuant to paragraph 4.3 to perform the Contract.
4. When Buyer has satisfied the conditions of paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and Seller selected with Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or
- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances, either:
  1. determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or
  2. deny liability in whole or in part and notify Buyer citing reasons therefor.
5. If Surety does not proceed as provided in paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.
6. After Buyer has terminated Seller's right to complete the Contract, and if Surety elects to act under paragraph 4.1, 4.2, or 4.3, then the responsibilities of Surety to Buyer shall not be greater than those of Seller under the Contract, and the responsibilities of Buyer to Surety shall not be greater than those of Buyer under the Contract. To a limit of the amount of this Bond, but subject to commitment by Buyer of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from Seller's Default, and resulting from the actions or failure to act of Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Seller.
7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Buyer or its heirs, executors, administrators, successors, or assigns.
8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Goods and Services are located and shall be instituted within two years after Seller Default or within two years after Seller ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Buyer or Seller shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Goods were to be delivered and the Special Services were to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by Buyer to Seller under the Contract after all proper adjustments have been made, including allowance to Seller of any amounts received or to be received by Buyer in settlement of insurance or other Claims for damages to which Seller is entitled, reduced by all valid and proper payments made to or on behalf of Seller under the Contract.
- 12.2. Contract: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Seller Default: Failure of Seller, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. Buyer Default: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

# PAYMENT BOND FOR PROCUREMENT CONTRACTS

Any singular reference to Seller, Surety, Buyer or other party shall be considered plural where applicable.

SELLER (Name and Address):  
Place

SURETY (Name and Address of Principal  
of Business):

BUYER (Name and Address):

**CONTRACT**

Date:  
Amount:  
Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):  
Bond Number:  
Amount:  
Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**Seller as Principal**

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**Surety**

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)  
Address:

Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

**Seller as Principal**

Company: (Corp. Seal)  
(Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**Surety**

Company:

Signature: \_\_\_\_\_  
Name and Title:  
Address:  
Telephone Number:

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. With respect to Buyer, this obligation shall be null and void if Seller:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless Buyer from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Buyer has promptly notified Seller and Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Seller and Surety, and provided there is no Buyer Default.
3. With respect to Claimants, this obligation shall be null and void if Seller promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Seller have given notice to Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Seller:
    1. Have furnished written notice to Seller and sent a copy, or notice thereof, to Buyer, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Seller or not received within 30 days of furnishing the above notice any communication from Seller by which Seller had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Seller.
5. If a notice required by paragraph 4 is given by Buyer to Seller or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of paragraph 4, Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to Buyer, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Buyer to Seller under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Seller furnishing and Buyer accepting this Bond, they agree that all funds earned by Seller in the performance of the Contract are dedicated to satisfy obligations of Seller and Surety under this Bond, subject to Buyer's priority to use the funds for the completion of the furnishing the Goods and Special Services.
9. Surety shall not be liable to Buyer, Claimants or others for obligations of Seller that are unrelated to the Contract. Buyer shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Goods relevant to the claim are located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Buyer or Seller shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Buyer or Seller, however, accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Seller shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. Definitions

- 15.1. Claimant: An individual or entity having a direct contract with Seller or with a Subcontractor of Seller to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for furnishing the Goods and Special Services by Seller and Seller's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Contract: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Buyer Default: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.



WRF Upgrades: SBR Equipment Procurement  
 Livingston, MT  
 P05613-2015-001  
 Bid Opening 3:30 PM, September 2, 2016

Vendor	Acknowledge Addenda 1, 2, 3 & 4	Bid Form	Bid Bond	Bidder Qualifications Package	USDA RD Form	Procurement Contract No. 1 - Base Bid SBR Equipment	Base Bid plus Alternates Additions
1 Parkson Corporation	✓	✓	✓	✓	✓	\$799,794.00	\$1,212,398.00
2 Xylem Water Solutions USA, Inc.	✓	✓	✓	✓	✓	\$985,065.00	\$1,068,344.00*
<i>Engineer's Estimate</i>						\$1,001,000.00	\$1,102,000.00

\*Different from "as read" bid because of math error.

Respectfully Submitted by:




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Scott Buecker, PE



Advanced Engineering and Environmental Services, Inc.  
 1050 E Main St Ste 2  
 Bozeman, MT 59715  
 Tel: 406-219-2633  
 Fax: 406-219-2635

WRF Upgrades - SBR Equipment Procurement  
 Livingston, MT  
 P05613-2015-001  
 Detailed Bid Tab

<u>No.</u> <u>Description</u>	<u>Qty.</u> <u>Unit</u>	<b>Parkson Corporation</b>		<b>Xylem Water Solutions USA, Inc.</b>	
		<u>Price</u>		<u>Price</u>	
<b>CONTRACT NO. 1</b>					
<b>Design Assistance</b>					
1 Design Integration	1 LS	\$20,000.00	3%	\$15,345.00	2%
<b>Construction Coordination</b>					
2 Construction Shop Drawings	1 LS	40,000.00	5%	65,000.00	7%
<b>Equipment</b>					
3. Blower Package	1 LS	188,924.00		258,152.00	
4. Air Diffusion Equipment	1 LS	117,000.00		117,559.00	
5. Submersible Mixers	1 LS	75,270.00		84,435.00	
6. Decanters	1 LS	72,542.00		128,722.00	
7. WAS Pumps	1 LS	21,790.00		12,965.00	
8. Control System	1 LS	77,714.00		45,532.00	
9. MCC	1 LS	93,520.00		140,097.00	
10. Instrumentation	1 LS	10,234.00		15,208.00	
11. Spare Parts	1 LS	2,800.00		3,500.00	
<b>Special Services</b>					
12. Start-Up and Operation Services	1 LS	80,000.00	10%	98,550.00	10%
<b>Total CONTRACT No. 1</b>		<b>\$799,794.00</b>		<b>\$985,065.00</b>	
<b>Alternate Additions</b>					
13. Rotary Compressor Blower Package	1 LS	519,766.00		Not Used	
14. Additional Performance Guarantee	1 LS	3 yr included		Included free of charge in base bid	
15. Extended Service Agreement (20 yr NPV)	1 LS	Not Offered		Included (except field service)	
16. I&C Additions (e.g., SRT Control)	1 LS	39,230.00		34,470.00	
17. Premium Efficiency Diffuser Package	1 LS	132,459.00		Not Used/ base Bid	
18. I/O Expansion, per I/O pt, up to 16 pts	1 EA	950.00		110.00	
19. Spare Mixer	1 EA	19,980.00		42,217.00	
20. Spare WAS Pump	1 EA	6,143.00		6,482.00	
21. Seller Defined Additions	1 LS	N/A		Not Used	
<b>Base Bid with all Alternate Additions</b>		<b>\$1,212,398.00</b>		<b>\$1,068,344.00</b>	*

\*Different from "As Read" bid because of math error.

**SECTION 00 03 00****BID FORM – REVISED 08/17/16****IDENTIFICATION OF GOODS AND SPECIAL SERVICES:****Procurement Contract 1 – SBR Equipment**

Furnish and deliver new SBR Equipment for construction of a new mechanical water reclamation facility utilizing sequencing batch reactor technology at the Livingston Water Reclamation Facility: 330 North Bennett Street, Livingston, MT 59047. Generally, the SBR Equipment package should include fine bubble aeration diffusers complete with manifolds and drop legs, a positive displacement or rotary compressor blower package, mixing equipment (as required by the manufacturer's system), decanting systems, waste sludge pump(s), instrumentation and controls and an overall SBR control panel with manufacturer's logic programming for complete operation and control of the new SBR treatment basins. The system will be installed in the Livingston WRF Upgrades project, to be bid in its entirety in a forthcoming public bid. The work shall also include the following tasks: preparation of shop drawings with revisions as required by Engineer; coordination during final design with Engineer; preparation of operation and maintenance manuals with revisions as required by Engineer; coordination with the eventual General Contractor, who will install the equipment under a separate contract; field inspection; testing; startup services; training services; warranty; and adherence to requirements established by funding agencies.

**ARTICLE 1 – BID RECIPIENT**

1.01. This Bid is submitted to:

Jessie Hogg  
Chief Finance Officer  
110 South "B" Street  
Livingston, MT 59047

1.02. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Buyer in the form included in the Bidding Documents to furnish all Goods and Special Services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for

60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents to Engineer within 15 days after the date of Buyer's Notice of Award.

2.02. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to furnish the Goods and Special Services in accordance with the schedule set forth in the Agreement.

2.03. Bidder accepts the provisions of the Agreement as to the assignment of the Contract for furnishing Goods and Special Services.

2.04. Bidder accepts the responsibility, upon execution of the Agreement, should said Bidder be awarded said project, to guarantee the equipment and products included in Bidder's scope of supply are sized appropriately to meet the performance required by each specification section provided herein and those performance claims for effluent quality and equipment functionality claims presented in Bidder's operational descriptions, process design calculations, drawings, etc. If, at any time after Award, up until the end of the Warranty Period, the equipment and/or products specified in Bidder's proposal are found to be incorrectly sized to meet the performance (required or claimed) and/or functionality claims, Bidder shall replace equipment and/or products with appropriately sized equipment and/or products at no additional cost to Buyer.


2.05. Bidder accepts the provisions of the Agreement as to the Payment Procedures provided therein. No payment terms provided in Seller's Bid Package will be honored. Any and all payment terms, other than those provided for in the Agreement, shall be considered null and void upon the execution of said Agreement with Bidder/Seller.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date / Sealed</u>
No. <u>1</u>	Dated <u>8/4/2016</u>
No. <u>2</u>	Dated <u>8/17/2016</u>
No. <u>3</u>	Dated <u>8/29/2016</u>
No. <u>4</u>	Dated <u>8/30/2016</u>
List plan holders	Dated <u>8/31/2016</u>



9/2/2016

- B. Bidder has been given the opportunity to visit the Point of Destination and site where the Goods and Special Services are to be delivered and provided and has become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of Goods and Special Services.
- C. If specified, or if in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services, Bidder has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of Goods and Special Services.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Goods and Special Services.
- D. Bidder has carefully studied and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; and information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with the respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under Bidding Documents
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Goods and Special Services for which this Bid is submitted.

3.02. Bidder further represents that this Bid is genuine and is not made in the Interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Buyer.

**ARTICLE 4 – BASIS OF BID**

4.01. Total Base Bid. Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for price(s) found in the Livingston WRF Upgrades – Equipment Procurement Contracts Bid Form found on the following page:

**Livingston WRF Upgrades - SBR Equipment Procurement Contract  
Bid Form**

<b>Procurement Contract 1 - SBR Equipment</b>				
	UNIT	QTY	Price	NOTES
<b>Design Assistance</b>				
1 Design Integration	LS	1	\$ 15,345	<u>Progress payments:</u> -Not to exceed 5% of total bid.
<b>Construction Coordination</b>				
2 Construction Shop Drawings	LS	1	\$ 65,000	-Not to Exceed 10% of Total Bid
<b>Equipment</b>				
3 Blower Package	LS	1	\$ 258,152	
4 Air Diffusion Equipment	LS	1	\$ 117,559	
5 Submersible Mixers	LS	1	\$ 84,435	
6 Decanters	LS	1	\$ 128,722	
7 WAS Pumps	LS	1	\$ 12,965	
8 Control System	LS	1	\$ 45,532	
9 MCC	LS	1	\$ 140,097	
10 Instrumentation	LS	1	\$ 15,208	-Not to Exceed 75% of Total Bid for Sum of Items 3-11.
11 Spare Parts	LS	1	\$ 3,500	
<b>Special Services</b>				
12 Start-Up and Operation Services	LS	1	\$ 98,550	-No less than 10% of Total Bid
<b>TOTAL BID - Procurement Contract No. 1 - SBR Equipment</b> (Sum of 1-13, Above)				
			\$ 985,065.0	
Nine hundred and eighty five thousand and sixty five USD				
(Use Words)				(Use Figures)

<b>Alternate Additions</b>				
<b>Alternate Additions</b>				
13 Rotary Compressor Blower Package	LS	1	\$ Not Used	
14 Additional Performance Guarantee	LS	1	\$ Included free of charge in base bid	
15 Extended Service Agreement (20 yr NPV)	LS	1	\$ Included (except field service)	
16 I&C Additions (e.g. SRT Control)	LS	1	\$ 34,470	
17 Premium Efficiency Diffuser Package	LS	1	\$ Not Used/ base Bid	
18 I/O Expansion, per I/O pt, up to 16 pts	EA	1	\$ 110	
19 Spare Mixer	EA	1	\$ 42,217	
20 Spare WAS Pump	EA	1	\$ 6,482	
21 Seller Defined Additions	LS	1	\$ Not Used	
<b>Total: Base Bid with all Alternate Additions</b> (Sum Of Items 1-21, excluding 3 and 4)				
			\$ 1,069,990.0	
One million sixty nine thousand nine hundred and ninety USD				
(Use Words)				(Use Figures)

## ARTICLE 5 – TIME OF COMPLETION

5.01. Bidder agrees that the furnishing of Goods will be completed and ready by the dates set forth in the AGREEMENT.

5.02. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the furnishing of Goods and Special Services by the dates set forth in the AGREEMENT.

## ARTICLE 6 - ATTACHMENTS TO THIS BID

6.01. The following documents are attached to and made a condition of this Bid:

A. TECHNICAL INFORMATION SUBMITTAL – BID EVALUATION CRITERIA. A Technical Information Submittal shall be prepared and be in sufficient detail so that the Buyer can conduct a comparative evaluation process as specified herein. This information submittal is not considered to be part of the Goods and Special Services. One (1) hard copy and one (1) electronic copy (submitted on USB thumb drive) of the Technical Information Submittal shall be submitted with the Bid. The Bidder shall submit information on each of the following topics, in the format identified below.

1) Qualifications

- a) Resumes of following project team members (minimum)
- b) Project Manager
- c) Design Engineer(s)
- d) Start-Up Representative(s)
- e) Other team members as applicable
- f) Statement of Bidder's Qualifications

2) References

- a) Enclose an installation list of 5 projects which the Bidder has provided packages of similar technologies for wastewater treatment plants of similar size and capacity.
- b) Reference project must meet the following criteria:
  - (1) Average plant operating capacity must be greater than or equal to 0.8 MGD
  - (2) Plants utilizing equipment shall have been fully operational for a period of, at minimum, 2 years from date of reference project's final completion.
  - (3) The manufacturer must have installed and had in satisfactory use for a period of not less than five (5) years a minimum of five (5) installations having similar size and type of equipment as compared to the units specified.



- ii) Provide the following information:
  - (1) Project Engineer on reference project
  - (2) Contact Information for City/Project Owner
  - (3) Plant Location
  - (4) Design treatment capacity (maximum month and average annual).
- 3) Comprehensiveness of Proposal
  - a) Score shall reflect overall completeness of the bid proposal. The Following items include the minimum expected submittals from each bidder.
  - b) Complete Scope of Supply
  - c) Bidder's scope of supply shall include a detailed list of all equipment, valves, actuators, decanters, instrumentation devices, control panels, and all other ancillary equipment for a complete operating system.
  - d) Discuss level of technical support and remote support services offered and included in Bid.
  - e) Scope of Supply should also indicate the equipment and requirements expected by Bidder to be "Supplied by Others."
  - f) General Layout Drawings:
    - g) Include tank dimensions for basin volume required by manufacturer, location of valves, actuators, influent and effluent structures and/or wall penetrations, and interconnecting piping
    - h) Include elevations relative to SBR basin floor for major project components.
    - i) Drawings should clearly differentiate from equipment included in the Scope of Supply and components "provided by others."
    - j) Electrical Drawings:
      - k) Include Instrumentation and Control wiring diagrams.
      - l) Detail Drawings:
        - m) Include installation details of decanters, WAS pumps, diffusers, retrieval systems for pumps and mixers, etc.
        - n) Include elevations relative to SBR basin floor for major project components.
        - o) Drawings should clearly differentiate from equipment included in the Scope of Supply and components "provided by others."
        - p) Process and Instrumentation Diagram (P&ID)
        - q) Summary Tabulation of connected electrical loads (HP)
        - r) Include voltage, phase, current draw.
        - s) Include horsepower (HP) and voltage requirements for all equipment.
        - t) Include test data for blowers and mixers (if required in installation) to substantiate the aeration rate and mixing intensity at power usage claimed.
        - u) Complete list and description of accessory or optional equipment.
        - v) Space is left on the Bid Form for the inclusion of Optional Addition under Optional/Alternate Additions.
        - w) Include prices for Optional/Alternate Additions in Bid Form
        - x) Include scope of supply associated with each bid item for which a price was included. Clearly label the scope of supply as "Scope of Supply for Optional Addition X," where X is the variable on the bid form (A through G) associated with the price for said optional scope.

- y) Product data sheets for all equipment proposed, including, but not limited to, the following: valves, actuators, decanters, blowers, diffusers, pumps, PLC's, etc.
  - z) Engineer reserves the right to request additional information from Bidder during the bid evaluation process, as deemed necessary to complete a full evaluation of the proposed SBR system.
- 4) Process Design Calculations:
- a) Complete Bid Form APPENDIX A – Design Parameters, Assumptions, & Results with the values, kinetic-coefficients, yields and results utilized and obtained by design.
    - i) Note values for some values are provided as suggested design values. If Bidder's design utilizes values outside of these recommended ranges, Bidder must submit justification for deviation. If approved, Award may be contingent upon obtaining written approval of deviation from MDEQ.

Provide explicit Calculations supporting those values Bidder provided in Appendix A. Calculations should contain sufficient detail for Engineer to reproduce and verify Bidder's design.

5) Process Equipment:

- a) Bidder shall submit list summarizing all major equipment, including manufacturer name, series name, and model number.
- b) Equipment score shall be awarded to Bidder based on Engineer's and Buyer's evaluation of equipment provided in Bidder's scope of supply. Equipment manufacturers specified will be considered the benchmark of performance and quality. Engineer and Bidder shall award score based on Operational experience

6) Process Control System:

- a) Operational Description
- b) Describe the programming and automation system controlling the SBR treatment process, including:
  - i) Overview of the basin design, Nitrification/denitrification/phosphorus removal, cycle times and sequencing, and how the design accommodates high flow scenarios.
  - ii) Identify process of Operator control and the interface(s) through which the Operator can control the SBR.
  - iii) Identify the amount of manual operation action expected for daily operation.
  - iv) Provide list of I/O points, both input for control of SBR components, and output, but control of other WRF processes.
  - v) Include cycle charts showing operation of all basins in relative time.

7) Capital Cost

- a) Capital Cost for equipment is identified in Bidder's Bid Form.
- b) Capital cost of concrete will be evaluated for each individual SBR basin design. Engineer will calculate quantities based on basin dimension drawings, provided under 6.01 (A)(3) and estimate cost for all basins using identical unit cost and design assumptions for all proposals.

8) Annual Operation and Maintenance Costs

- a) The equipment manufacturer shall submit, with their bid, a schedule of prices for parts commonly requiring replacement and/or maintenance services (i.e. aeration diffusers, controls services, operational assistance, etc.). Scoring for this criterion will account for O&M costs, including replacement and operational costs.
- b) Score may account for Bidders who include in their Bids guaranteed pricing for such goods and services for a fixed period of time after the date of Final Completion.
- c) Manufacturer's recommended schedule for Operation and Maintenance should be provided. Schedule should detail frequency with which WRF operators can expect to perform maintenance on equipment.
- d) Summary tabulation of electrical loads (provided in 3, above) blower curves, and duration of blower operation at design average annual influent flow (provided in 10, below) will be used to calculate average annual operating costs @ \$0.10/kW-hr. To be calculated by Engineer
- e) Summary tabulation of electrical loads (provided in 3, above) blower curves, and duration of mixer operation at design average annual influent flow (provided in 10, below) will be used to calculate average annual operating costs @ \$0.10/kW-hr. To be calculated by Engineer.

9) Warranty and Ongoing Support

- a) Provide a copy of Manufacturer's Standard Warranty.
- b) Describe technical support, maintenance support/assistance, and service support offered to Buyers of Bidder's system – if ongoing service and support requires additional service agreements, include pricing as Alternate Additions Bid Item #15 – Extended Service Agreement (20 year NPV) - See Comprehensiveness of Proposal (vii).
- c) Identify hours of operation of technical support staff.

10) Aeration & Mixing Efficiency

- a) Blower Curves shall be submitted for review.
  - i) Submit individual blower curves of each blower and model included in proposal. Efficiency curves shall be depicted on blower curves.
  - ii) Submit a comprehensive blower network curve of all blowers, excluding redundant/spare blowers, operating in parallel.
  - iii) Comprehensive blower network curves shall depict the following:
    - (1) Volumetric flow versus gauge pressure.
    - (2) Total-efficiency trend lines
    - (3) Total-power ratio

- (4) Design Operating Points @ design population 11,500 people for following conditions:
- (a) Annual Average
  - (b) Peak Month
  - (c) Peak Day
- b) Bidder shall indicate the duration of time each blower will be required to operate per day at design annual average daily flow at population equivalent 11,500 ppl. (hrs. of operation/day/blower).
- c) Bidder shall indicate the duration of time each mixer will be required to operate per day at design annual average daily flow at population equivalent 11,500 ppl. (hrs. of operation/day/mixer).
- d) Motor data for mixers shall depict rated motor efficiency.
- e) Engineer reserves the right to request Bidder provide further evidence to support values provided in Appendix A or other performance claims in Bidder's proposal.
- 11) List of Exceptions
- a) A detailed list of any exceptions, functional differences, or discrepancies between the Bidder's proposed system and the contract requirements should be included with the Bid. Bidder's take note that any exceptions may be justification by Buyer for rejection of Bid. It is assumed that a lack of any statement of exceptions from the Bidder indicates the Bidder takes no exception to Bidding Documents as presented.
  - b) No score will be evaluated for List of Exceptions and does not appear on the bid evaluation sheet.
- 12) Bid Evaluation Score Sheet
- a) Buyer and Engineer will evaluate bids with the information provided above and bids will be scored by means of the "Bid Form Evaluation Scoring Sheet" found below.

Section 00300 - Bid Form		
Bid Form Evaluation Scoring Sheet (For Use By Buyer & Engineer Only)		
Bidder: _____		
Evaluation Criteria	Possible Points	Points Awarded
<b>Resume*</b>	13%	
Qualifications	10	
References	10	
<b>Engineering and Operability</b>	30%	
Comprehensiveness of Proposal	10	
Process Design Calculations (Completeness and Correctness)	10	
Process Equipment (Quality)	15	
Process Control System	10	
<b>Cost and Warranty</b>	47%	
Capital Cost	50	
Annual Operation and Maintenance Costs	10	
Warranty & Ongoing Support	10	
<b>Energy Efficiency</b>	10%	
Aeration and Mixing Efficiency	15	
<b>TOTAL:</b>	<b>150</b>	
<b>Livingston WRF Upgrades: Procurement Contract 1 - SBR Equipment - BID EVALUATION SCORE SHEET</b>		

\*Bidder may provide a process performance bond to compensate for a brief history of providing continuous, plug-flow, sequencing batch reactor packages with fine bubble aeration. Engineer will score process performance bonds based on the strength of the bond language and the surety's financial strength and qualifications.

13) Bid Form Appendix A – Design Parameters, Assumptions, and Results

a) Bidder shall complete Appendix A in its entirety, as follows.

SECTION 00300 Bid Form			
Appendix A - Design Parameters, Assumptions, and Results			
			pg 1
Design Parameters	Units	Value	NOTES
Design Influent Flowrate:	MGD	2.18	8
Design BOD <sub>5</sub> Loading	lb/day	3,387	8
Design TKN Load	lb/day	507	8
Design TP Load	lb/day	127	8
Alkalinity	mg/L	100	1
SVI	mL/g	150	
MLSS	mg/L	5,147	
MLVSS	mg/L	3,603	
Fill Volume: Tank Volume	unitless	0.20*	0.15 - 0.25 (expected)
Dissolved Oxygen	mg/L	2.0	
F/M	lbs BOD/lbs MLSS-day	0.055	0.055 (max)
SBR Process Design	Units	Value	Notes
Number of Process Trains	No.	2	1
Number of Cycles/train/day	No.	5	
Fill Time (t <sub>f</sub> )	hr	Constant Feed; N/A	
Aeration Time (t <sub>A</sub> )	hr	2 /cycle; 1.5 hr at peak flow	
Settle Time (t <sub>s</sub> )	hr	1 / cycle; 0.6 hr at peak flow	
Decant Time (t <sub>D</sub> )	hr	1 / cycle; 0.9 hr at peak flow	
Idle Time (t <sub>i</sub> )	hr	N/A	
Total Cycle Time (T <sub>C</sub> )	hr	4.8	
Total Tank Volume (Cumulative)	ft <sup>3</sup>	121,824 (to TWL)	
Tank Dimensions			
Length (L)	ft	142 (1 ft pre-react wall assumed)	
Width (W)	ft	48	
L:W	Unitless	3.0 (+/- 0.10)	1
Top Water Level (TWL)	ft	18	2
Low Water Level (LWL) - relative to floor	ft	13.92	2

\*Fill volume = volume above BWL at peak flow : footprint x top of wall

SECTION 00300 Bid Form			
Appendix A - Design Parameters, Assumptions, and Results			
			pg 2
Design Results	Units	Value	NOTES
Hydraulic Retention Time (HRT)	hr	19.2	
Solids Retention Time (SRT)	days	16.1	
Sludge Production	lb TSS/day	3,324	<sup>3</sup> (Assume 30 mg/LITSS)
Normal Decant Flow Rate	MGD	4285 (max)	4,283 gpm
Peak Decant Flow Rate	MGD	4720 (max)	4,734 gpm
Aeration Calculations and Coefficients	Units	Value	NOTES
lb O <sub>2</sub> /lb BOD <sub>5</sub>	Unitless	1.2	check
lb O <sub>2</sub> /lb TKN	Unitless	4.6	check
Actual Oxygen Required	lb/day	5,016	<sup>4</sup>
Average O <sub>2</sub> per tank/cycle	lb/day /basin	8,186 (SOR)	
Average O <sub>2</sub> Transfer Rate	lb/hr /basin	819 (SOTR)	
$\alpha$		0.5	<sup>5</sup>
$\beta$	unitless	0.98	
$\theta$ (empirical temperature correction factor)	unitless	1.024	
K <sub>L</sub> a (wastewater)		4.06	
SOTE	%	33	<sup>6</sup>
SOTR	lb O <sub>2</sub> /hp-hr	3.71	
Pressure Correction Factor ( $\Omega$ )	psi	0.84	
Temperature Correction Factor ( $\tau$ )		0.83	
C* <sub>O<sub>2</sub>,20</sub>	mg/L	11.0236	<sup>7</sup>

**Footnotes on Appendix A:**

- <sup>1</sup> Minimal acceptable value or range
- <sup>2</sup> Elevations to be relative to Basin Floor – Basin Floor Elevation = 0.00 ft.
- <sup>3</sup> Provide full equation/calculation supporting sludge production rate provided
- <sup>4</sup> No oxygen credit for denitrification will be given.
- <sup>5</sup> Value given must equal one of the following  $\alpha$  factors for typical aeration diffusers, depending on Bidder's proposed diffuser style:
  - Fine Bubble Diffusers  $\alpha = 0.50$
  - Course Bubble Diffusers  $\alpha = 0.80$
  - Jet Aeration Diffusion  $\alpha = 0.75$
  - Bidders shall submit request for clarification 15 Days prior to Bid Opening and  $\alpha$  factors for alternate diffuser styles may be issues by addendum.

- <sup>6</sup> Standard Oxygen Transfer Efficiency (SOTE). Provide testing and certification results for diffusers submitted to support SOTE value submitted.
- <sup>7</sup> Saturated DO value at sea level and standard temperature (20° C) for diffused aeration, mg/L.
- <sup>8</sup> SBR basins capacity shall be designed to treat Peak Month conditions; aeration design shall be designed to treat Peak Day conditions; "treat" shall mean meet or exceed secondary treatment effluent limits in Buyer's MPDES discharge permit.

**ARTICLE 7 – DEFINED TERMS**

7.01. The terms used in this Bid have the meanings indicated in the Instructions to Bidders, the Procurement General Conditions, and the Procurement Supplementary Conditions.

**ARTICLE 8 – BID SUBMITTAL**

8.01. This Bid is submitted by:

**A Partnership**

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business Address:  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ (Primary Contact)



REVISED 08/17/16

**A Corporation**

Corporation Name: Xylam Water Solutions USA, Inc.

State of Incorporation: DE

Type (General Business, Profession, Service, Limited Liability): \_\_\_\_\_

By: [Signature]  
(Signature – attach evidence of authority to sign)

Name (typed or printed): IRINA GOKHMAN

Title: SR SALES ENGINEER

Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

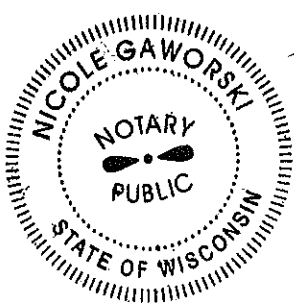
Date of Qualification to do business in Montana is 1/1/16 TBD

Business Address:  
14125 South Bridge Circle  
Charlotte, NC 28273 (HQ)

Phone No. 414-365-2200

Fax No. 414-365-2210

Email Address: irina.gokhman@xylaminc.com (Primary Contact)



[Signature]  
By commission  
Expires 5-2-17

REVISED 08/17/16

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ (Primary Contact)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above.)

REVISED 08/17/16

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's Signature)

Doing business as: \_\_\_\_\_

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ (Primary Contact)

SECTION 00410

BID BOND FOR PROCUREMENT CONTRACTS

Any singular reference to Bidder, Surety, Buyer, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Xylem Water Solutions USA, Inc.
14125 South Bridge Circle
Charlotte, NC 28273

SURETY (Name and Address of Principal Place of Business): Arch Insurance Company
300 Plaza Three
Jersey City, NJ 07311

BUYER (Name and Address): City of Livingston
110 South "B" Street
Livingston, MT 59047

BID
Bid Due Date: August 18, 2016
Project (Brief Description Including Location): Sanitaire ICEAS NDN

BOND
Bond Number:
Date (Not later than Bid due date): August 8, 2016
Penal sum Ten Percent of Amount Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER
XYLEM WATER SOLUTIONS USA, INC. (Seal)
Bidder's Name and Corporate Seal
By: Matthew Fisher, Vire President & Treasurer
Signature and Title
Attest: Kelsey Byars, Finance Administrator
Signature and Title

SURETY
ARCH INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal
By: Cynthia Farrell
Signature and Title Cynthia Farrell, Attorney-In-Fact
(Attach Power of Attorney)
Attest: Halina Kazmierczak
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Buyer upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Buyer) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Buyer accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Buyer) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Buyer, or
  - 3.3. Buyer fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Buyer, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Buyer and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EXHIBIT A-2 to Agreement Between Buyer and Seller  
Dated 8/8/2016

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled Procurement Contract No 1 – SBR Equipment by and between the City of Livingston, Montana ("Buyer") and  
Xylem Water Solutions USA, Inc.

\_\_\_\_\_  
("Seller")

may be assigned, transferred, and set over to

\_\_\_\_\_  
("Installation Contractor"),

in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Installation Contractor shall have all the rights of the Buyer under the Procurement Performance Bond.

(Corporate Seal)



Surety

Company: ARCH INSURANCE COMPANY

By: Cynthia Farrell

Signature and Title  
(Attach Power of Attorney)

Cynthia Farrell, Attorney-In-Fact

Address for giving notices

300 Plaza Three

Jersey City, NJ 07311-1107



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Annette Leuschner, Cynthia Farrell, Debra A. Deming, Evangelina L. Dominick, Jessica Iannotta, Kelly O'Malley and Vivian Carti of New York, NY (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

ARCH INSURANCE COMPANY  
STATEMENT OF FINANCIAL CONDITION  
DECEMBER 31, 2015

Assets

Cash in Banks	\$ 110,818,719
Bonds owned	2,252,133,802
Stocks	443,246,384
Premiums in course of collection	315,190,102
Accrued interest and other assets	<u>424,036,382</u>
 Total Assets	 <u><u>\$ 3,545,425,389</u></u>

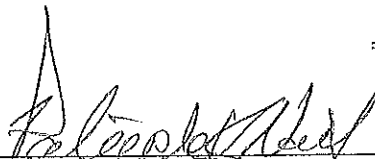
Liabilities

Reserve for losses and adjustment expenses	\$ 1,474,654,524
Reserve for unearned premiums	350,319,009
Ceded reinsurance premiums payable	159,104,960
Amounts withheld or retained by company for account of others	259,454,120
Reserve for taxes, expenses and other liabilities	<u>475,353,408</u>
 Total Liabilities	 2,718,886,021
 Surplus as regards policyholders	 <u>826,539,368</u>
 Total Surplus and Liabilities	 <u><u>\$ 3,545,425,389</u></u>

By:

  
\_\_\_\_\_  
Senior Vice President, Chief  
Financial Officer and Treasurer

Attest:

  
\_\_\_\_\_  
Senior Vice President,  
General Counsel and Secretary

State of New Jersey )

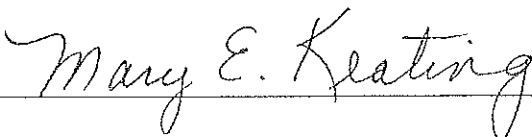
)           SS

County of Hudson )

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and Patrick Kenneth Nails, Senior Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2015.

Subscribed and sworn to before me, this 1<sup>st</sup> day of March, 2016

Notary Public

  
\_\_\_\_\_

MARY E. KEATING  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2449828  
My Commission Expires 9/28/2019



Xylem Water Solutions U.S.A., Inc.

\*\*\*\*\*

UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS

WHEREAS: the undersigned, constituting all of the members of the Board of Directors of Xylem Water Solutions, U.S.A., Inc., a Delaware corporation formed pursuant to the laws of the State of Delaware (the "Corporation"), do hereby consent, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, to the adoption of the resolutions set forth below, with the same effect as if said actions were taken by unanimous approving vote at a meeting at which all of the Directors were present in person:

RESOLVED: That the acts and contracts of the current and past officers of the Corporation are hereby adopted, ratified and approved.

RESOLVED FURTHER: That the following named persons are appointed as officers of the Corporation in the capacities indicated opposite their respective names, to serve as officers from this date forward until their resignation, removal or death or until their successors are duly appointed.

Individuals

Ron Askin  
 Matthew Fisher  
 Jane Dobson  
 Keith Richey  
 Linda Lynch  
 Sonia Hollies  
 Theresa Gladstein  
 Robert Lyons  
 Jim Randall  
 Jim Peterson  
 Patrick Rienks  
 Marda Korinhaber  
 Greg Claffey  
 Joe Vesey

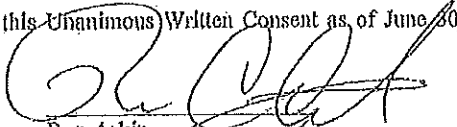
Office

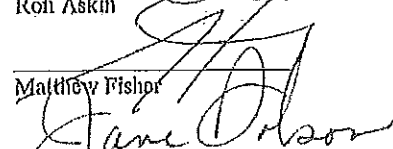
President  
 Vice President, Treasurer  
 Vice President, Secretary & General Counsel  
 Vice President, Assistant Secretary  
 Vice President, Assistant Treasurer  
 Vice President, Assistant Treasurer  
 Vice President, Assistant Treasurer  
 Vice President, Assistant Treasurer  
 Vice President  
 Vice President  
 Vice President  
 Vice President  
 Vice President  
 Vice President

RESOLVED: That any previous appointments of officers for the Company are hereby revoked.

RESOLVED FURTHER: That this Unanimous Written Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same document, and that the different directors of the Company need not be signatories to the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of June 30, 2016.

  
 Ron Askin

  
 Matthew Fisher

  
 Jane Dobson

\_\_\_\_\_  
SRF Project Number

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding Debarment, Suspension, and  
Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

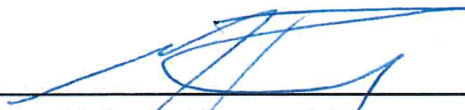
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Matthew Fisher, Vice President, Treasurer

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

  
\_\_\_\_\_  
Signature of Authorized Representative

9/1/16  
\_\_\_\_\_  
Date

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

#### 1.5.4 Prohibition against Listed Violated Facilities

##### A. REQUIREMENTS

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 92-604) and section 308 of the Clean Water Act (33 U.S.C. 1251, as amended), respectively, which relate to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from the listing.

(3) To use his best efforts to comply with clean air and clean water standards at the facilities in which the contract is being performed.

(4) To insert the substance of the provisions of this clause, including this paragraph (4), in any nonexempt subcontract.

##### B. DEFINITIONS

(1) Air Act means the Clean Air Act, as amended (42 U.S.C. 1857 et seq.).

(2) Water Act means the Clean Water Act, as amended (33 U.S.C. 1251 et seq.).

(3) Clean Air Standards means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 (d) of the Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111 (c) or section 111(d), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) Clean Water Standards means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of Water Act (33 U.S.C. 1317).

(5) Compliance means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency in accordance with the requirements of the Air Act or Water Act and regulations.

(6) Facility means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be used in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

#### 1.5.5 Discovery of Archaeological and other Historical Items

In the event of an archaeological find during any phase of construction, the following procedure will be followed:

(1) Construction shall be halted, with as little disruption to the archaeological site as possible.

(2) The Contractor shall notify the Owner who shall contact the State Historical Preservation Officer.



Section 00900

July 2016

(3) The State Historical Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.

(4) The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

A similar procedure should be followed with regard to more recent historical resources. Should any artifacts, housing sites, etc., be uncovered, the same procedure should be followed as for an archaeological find.

In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment.

### **1.5.6 Williams-Steiger Occupational Safety and Health Act of 1970**

#### **A. AUTHORITY**

(1) The contractor is subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

(2) These construction documents and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s), including but not limited to the latest amendment of the following:

- a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596;
- b. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- c. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

#### **B. SAFETY AND HEALTH PROGRAM REQUIREMENTS**

(1) This project, its prime contractor and its subcontractors, shall at all times be governed by Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction (29 CFR 22801), as amended to date.

(2) To implement the program and to provide safe and healthful working conditions for all persons, general project safety meetings will be conducted at the site at least once each month during the course of construction, by the construction superintendent or his/her designated safety officer. Notice of such meeting shall be issued not less than three (3) days prior, stating the exact time, location, and agenda to be included. Attendance by the owner, architect, general foreman, shop steward(s), and trades, or their designated representatives, witnessed in writing as such, shall be mandatory.

(3) To further implement the program, each trade shall conduct a short gang meeting, not less than once a week, to review project safety requirements mandatory for all persons during the coming week. The gang foreman shall report the agenda and specific items covered to the project superintendent, who shall incorporate these items in his/her daily log or report.

(4) The prime contractor and all subcontractors shall immediately report all accidents, injuries, or health hazards to the owner and architect, or their designated representatives, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.

(5) This program shall become a part of the contract documents and the contract between the owner and prime contractor, prime contractor and all subcontractors, as though fully written therein

### 1.5.7 Wage Determination

The Contractor and all subcontractors shall pay for all labor employed at no less than the minimum standard prevailing rate of wages for each classification, which shall be the higher of either the Montana Prevailing Wage Rates or the Federal Davis-Bacon Prevailing Wage Rates.

Please refer to EXHIBIT C for Federal Labor Standards Provisions for Federally Assisted Construction Contracts.

If you have a question about complying with the prevailing wage regulations (occupations, payroll forms, payment of fringe benefits, travel or per diem, etc.), you should contact the Labor Standards Bureau Wage and Hour Unit of the Montana Department of Labor and Industry or visit their website: <http://dli.mt.gov/>

### 1.5.8 Access

1. The recipient must insure that representatives of the Environmental Protection Agency and the State will have access to project records and the project work whenever it is in preparation or progress and must provide proper facilities for such access and inspection. The recipient must allow the Regional Administrator, the Comptroller General of the United States, the State agency, or any authorized representative, to have access to any books, documents, plans, reports, papers, including records of contractors which are pertinent to the project for the purpose of making audit, examination, excerpts, copies, and transcriptions thereof. The recipient must insure that a party to a subagreement will afford access to such project work, sites, documents, and records.

### 1.5.9 Construction Site Erosion and Sediment Control Measures

Every effort shall be made by the contractors and subcontractors to prevent and correct problems associated with erosion and runoff processes which could occur during and after project construction. The efforts should be consistent with applicable local ordinances, the EPA Nonpoint Source Pollution Control Guidance and Department of Environmental Quality Stormwater Management Plan.

Wherever appropriate, the contractor's efforts shall reflect the following engineering principles:

1. When appropriate, land grading and excavating should be kept at a minimum to reduce the possibility of creating runoff and erosion problems which require extensive control measures.
2. Whenever possible, topsoil should be removed and stockpiled before grading begins.
3. Land exposure should be minimized in terms of area and time.
4. Exposed areas subject to erosion should be covered as quickly as possible by means of mulching or vegetation.
5. Natural vegetation should be retained whenever feasible.
6. Appropriate structural or agronomic practices to control runoff and sedimentation should be provided during and after construction.
7. Early completion of stabilized drainage systems (temporary and permanent systems) will substantially reduce erosion potential.
8. Roadways and parking lots should be paved or otherwise stabilized as soon as feasible.
9. Clearing and grading should not be started until a firm construction schedule is known and can be effectively coordinated with the grading and clearing activity.



### 1.5.10 American Iron and Steel (AIS) Requirements

On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," (Public Law 113-76, Section 436) was enacted. This law provides appropriations for both the Clean Water State Revolving Fund and the Drinking Water State Revolving Fund for federal fiscal year 2014, while adding an American iron and steel requirement to these already existing programs.

The Act includes a provision for "Use of American Iron and Steel," in Section 436(a)(1). None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products permanently incorporated in the project are produced in the United States.

The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, rebar, and construction materials. The iron and steel products used in the project must comply with the American Iron and Steel requirements of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76) and as further interpreted by applicable EPA guidance (see [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)).

**AIS CERTIFICATION FORMS** – The Contractor must ensure that all qualifying iron and steel components used in the project have met the AIS requirements. To verify AIS compliance, the Contractor must obtain a "Manufacturer Certification" form (or equivalent statement) from the product manufacturer. Upon completion of the project, the Contractor shall provide the Owner with the "Contractor Certification" form and copies of all "Manufacturer Certification" forms and/or statements. The referenced certification forms are located in Exhibit E of Section 00900.

**AIS WAIVERS** - A waiver from the American Iron and Steel requirements may be issued by the Administrator of the Environmental Protection Agency if it is found that: 1) applying the American Iron and Steel provisions would be inconsistent with the public interest; 2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or 3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent. Waiver requests must be submitted to the state for review and submittal to the EPA.

**NATIONAL AIS WAIVERS** - The EPA has issued the following national waivers; 1) De Minimis (April 15, 2014); 2) Product Waiver for Pig Iron and Direct Reduced Iron (February 18, 2015); 3) Minor Components in Iron and Steel Products (October 27, 2015); and 4) One-Year Extension of Stainless Steel Nuts and Bolts used in Pipe Couplings, Restraints, Joints, Flanges and Saddles (February 22, 2016).

### 1.6 Exhibits

This form is available electronically.

OMB No. 0505-0027  
Expiration Date: 12/31/2018

United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

***(Read Instructions On Page Two Before Completing Certification)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

Xylem Water Solutions USA, Inc.

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Matthew Fisher, Vice President, Treasurer

SIGNATURE(S)

DATE

9/1/16

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*



USDA  
Form RD 400-6  
(Rev.12-09)

Form Approved  
OMB No. 0575-0018

### COMPLIANCE STATEMENT

This statement relates to a proposed contract with City of Livingston

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I  have,  have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.  
  
 If the proposed contract is for \$50,000 or more: or  If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract,  I have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 9/1/10

  
Matthew Fisher,  
*(Signature of Bidder or Prospective Contractor)* Vice President,  
Treasurer

14125 South Bridge Circle, Charlotte, NC 28273  
Address (including Zip Code) (headquarters)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
(name) Matthew Fisher


9/1/14  
\_\_\_\_\_  
(date)

Vice President, Treasurer  
\_\_\_\_\_  
(title)

oOo

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>  	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: <u>Matthew Fisher</u> Title: <u>Vice President, Treasurer</u> Telephone No.: _____ Date: <u>9/1/16</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**Livingston WRF Upgrades - SBR Equipment Procurement**  
 FINAL Bid Evaluation Scoring Sheet of Responsive Bidders  
 AE2S Project Number: P05613-2015-001

<b>Section 00300 - Bid Form</b>			
<b>Bid Form Evaluation Scoring Sheet (For Use By Buyer &amp; Engineer Only)</b>			
Evaluation Criteria	Possible Points	Points Awarded	
		Parkson	Xylem
<b>Resume*</b>	13%		
Qualification	10	6	10
References	10	2	9
<b>Engineering and Operability</b>	30%		
Comprehensiveness of Proposal	10	5	7
Process Design Calculations (Completeness and Correctness)	10	7	7
Process Equipment (Quality)	15	6	9
Process Control System	10	6	9
<b>Cost and Warranty</b>	47%		
Capital Cost	50	50	45
Annual Operation and Maintenance Costs	10	7	7
Warranty & Ongoing Support	10	7	8
<b>Energy Efficiency</b>	10%		
Aeration and Mixing Efficiency	15	6	6
<b>TOTAL:</b>	<b>150</b>	<b>102</b>	<b>117</b>

Livingston WRF Upgrades: Procurement Contract 1 - SBR Equipment - BID EVALUATION SCORE SHEET

\*Bidder may provide a process performance bond to partially compensate for a short history of providing continuous, plug-flow sequencing batch reactor packages. Engineers scoring of the process performance bond will be based on the strength of the bond language and the surety.

Respectfully Submitted by:



*Scott L. Buecker*

Scott L. Buecker, PE

## CITY OF LIVINGSTON FISCAL NOTE

Ordinance # \_\_\_\_\_  
 Resolution # \_\_\_\_\_ 4702

### Fiscal Analysis Assumptions

- This contract is for a portion of the equipment necessary for the water reclamation facility upgrades.
- A formal bid was conducted and this is the recommended award amount.
- This will be financed with a combination of grants and loans along with the rest of the facility upgrade.

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

<u>Costs by Object</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Personnel			
Operating			
Capital	\$ 1,026,017		
Debt Service			
 Total Costs	 <u>\$ 1,026,017</u>	 <u>\$ -</u>	 <u>\$ -</u>

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Fund Name      Sewer Fund	\$ 1,026,017		
 Total	 <u>\$ 1,026,017</u>	 <u>\$ -</u>	 <u>\$ -</u>

Signature      Jessie R. Hogg  
 Date              9/15/2016

**Backup material for agenda item:**

- F. RESOLUTION NO. 4699 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL #630, WHICH AGREEMENT SHALL BE FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2018.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4699

**Date of First Consideration / Status:** September 20, 2016

**Purpose of Legislation:** A resolution of the City Commission of the City of Livingston, Montana authorizing the City Manager to sign a new collective bargaining agreement with International Association of Fire Fighters (“IAFF”) Local 630, which agreement will cover the period of July 1, 2016 through June 30, 2018.

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

**Background:** The City of Livingston and IAFF Local #630 previously entered into a collective bargaining agreement via Resolution No. 4407. The collective bargaining agreement approved via Resolution No. 4407 was to be in full force and effect through June 30, 2016, and thereafter the parties were to engage in collective bargaining on a new collective bargaining agreement. The parties have mutually negotiated a new Collective Bargaining Agreement for the period of July 1, 2016 through June 30, 2018.

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

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

**Attachments:** Collective Bargaining Agreement and Fiscal Note.

**RESOLUTION NO. 4699**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL #630, WHICH AGREEMENT SHALL BE FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2018.**

**WHEREAS**, the City of Livingston and IAFF Local #630 previously entered into a collective bargaining agreement via Resolution No. 4407; and

**WHEREAS**, the collective bargaining agreement approved via Resolution No. 4407 was to be in full force and effect through June 30, 2016, and thereafter the parties were to engage in collective bargaining on a new collective bargaining agreement; and

**WHEREAS**, the parties have mutually negotiated a new Collective Bargaining Agreement for the period of July 1, 2016 through June 30, 2018, which is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager is ready and willing to sign the Collective Bargaining Agreement attached hereto as Exhibit A upon the City Commission’s approval.

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

That the Collective Bargaining Agreement between the City and IAFF Local #630 is hereby approved and the City Manager is hereby authorized to sign said agreement on behalf of the City of Livingston, Montana, which agreement is attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of September, 2016.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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





Livingston IAFF Local 630

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## LABOR AGREEMENT

This agreement is entered into by and between: the CITY OF LIVINGSTON, Livingston, Montana, hereinafter referred to as the EMPLOYER; and LOCAL # 630, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment where Union members are participating.

### **ARTICLE 1 – RECOGNITION**

**Section 1.1- Recognition** -The Employer recognizes the Union as the exclusive agent for employees of the Livingston Fire & Rescue Department, excluding the following classifications:

- \*Fire Chief
- \*Operations Director(s) [*when and if position is established*]
- \*Reserve Chief & all Reserve members

### **ARTICLE 2 – UNION SECURITY**

**Section 2.1 – Agency Shop** – Any present or future employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge as a contribution toward the administration of this agreement.

**Section 2.2 – Maintenance of Membership** – Each employee who, on the effective date of this agreement is a member of the Union, and each employee who becomes a member after the date, shall, as a condition of employment, maintain their membership in the Union.

**Section 2.3 – Union Dues** – Union dues and/or service charge, as certified by the Secretary-Treasurer of the Union, will be withheld from each employee's pay by the City upon written authorization of the employee, and at the end of each month the withholdings will be forwarded to the Secretary-Treasurer of the Union.

**Section 2.4 – Discrimination** – The Employer agrees not to discriminate against an employee for his/her activity in behalf of, or membership in, the Union. The Employer and Union agree that there be no discrimination against any employee because of race, creed, color, religion, national origin, age, marital status, or sex.

### **ARTICLE 3 – PREVAILING RIGHTS**

**Section 3.1 – Prevailing Rights** – All rights and privileges held by the employee at the present time which have not been included in any manner in this Agreement shall remain in force, unchanged and unaffected.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

**Section 4.1 – Management Rights** – Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights:

- A. To reprimand, suspend, discharge, or otherwise discipline employees, for cause;
- B. To hire employees, determine their qualifications, and assign and direct their work;
- C. To promote, demote, transfer, lay-off, recall to work, and rehire employees;
- D. To set the standards of productivity, and/or the services to be rendered;
- E. To maintain the efficiency of operations;
- F. To determine the personnel, methods, means, organizational structure, job classifications, and facilities by which operations are conducted;
- G. To control and regulate the use of machinery, tools, equipment, and all other property of the Employer;
- H. To determine the number, location and operation of departments, divisions, and all other units of the Employer;
- I. To issue, amend and revise policies, rules, regulations, and practices;
- J. To take whatever action may be necessary to carry out the missions of the agency in situations of emergency;

Failure of the Employer to exercise any right, prerogative, or function in a particular way, shall not be deemed a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement. The above enumerated management rights are understood to be exclusive rights of management. These rights shall not abrogate the terms of this Agreement.

### **ARTICLE 5 – POLICY & PROCEDURES**

**Section 5.1 – Policies and Procedures** – Any policy contained with the City of Livingston Personnel Policy Manual, effective before July 01, 2016 and not contrary to any item covered by this Agreement shall be controlling in the absence of any other written agreements between the Employer and the Union.

**Section 5.2 – Policies Affecting Working Conditions** – The Employer agrees that any subsequent policy or procedure changes which affect working conditions and performance shall

be subject to the grievance procedure. If such policies or procedures propose to change working conditions, such changes will be collectively bargained by both parties.

**Section 5.3 – Use of Fire Station** – Fire and Rescue employees may use the fire station for minor maintenance (drivable on 10 minutes notice) and washing of their personally owned motors, lawn mowers, chain saws, outboard motors, etc., after 1800 hours during the weekday and after 1200 hours on weekend days with permission of the Officer in Charge. Such work shall stop at 2200 hours. The Officer giving permission for such use should take into consideration outside weather conditions, so that Fire Department equipment is not left outside with the engine running during inclement weather while work is being done on personal vehicles and equipment. Employees shall not use consumable department supplies (oil, soap, etc.) for the purpose of the activities permitted above. The Officer in Charge, or the Chief, may limit or prohibit personal use of the fire station at any time.

Employees shall provide the Employer with a copy of their vehicle insurance policies.

## **ARTICLE 6 – WAGES, HOURS, HOLIDAYS**

**Section 6.1 – Wages** – See Appendix ‘A’ for wages

**Section 6.1.1 – Health insurance premium contribution, as related to retirement calculation** – The City’s contribution toward employee health insurance will be added to the employee’s gross pay for purposes of computing retirement compensation. As part of this collective bargaining agreement, employees are required to authorize a payroll deduction from the employee’s gross pay equal to the City’s contribution toward employee’s health insurance. This deduction from the employee’s gross pay will be paid to provide health insurance benefits for employees.

The purpose of including the City’s contribution toward employee’s health insurance in the employee’s gross pay is solely for the purpose of augmenting the employee’s eventual retirement benefit. The purpose of including the City’s health insurance contribution in the employee’s gross pay is not to result in additional net income to the employee. It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income – causing a decrease to the net income of the employee. The City’s additional expenses due to rolling health insurance into the base pay for purposes of retirement computation shall be recognized as part of the base for wage parity comparison purposes with other jurisdictions.

It is also acknowledged that the inclusion of the City’s health insurance contribution in the employee’s gross pay does not by its nature affect overtime compensation, future pay increases, or other similar benefits. In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City’s health insurance contribution in the employee’s gross pay affects overtime compensation then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay, or benefit, to carry out this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

**Section 6.2 – Overtime Pay** – Overtime is defined as hours worked in excess of 121 hours in the defined 16 day work period. Overtime [except for the EMS Director and Training Officer positions, see Section 6.2.1] will be compensated at 1 ½ times the regular hourly rate for all hours worked in excess of 121 hours in the defined 16 day work period, as set forth in Section 7 (K) of the Fair Labor Standards Act. Sick leave, scheduled vacation, and bereavement leave shall accrue towards the 121 hours. There shall be no pyramiding of overtime or premium rates.

Premium hours in excess of 121 hours in a 16 day period shall not be added to the hours worked.

Premium hours less than 121 hours in a 16 day period shall be counted as hours worked until hours worked exceed the 121 hour limit.

Non-Emergency call backs below and above 121 hours in a 16 day period are compensated at a premium rate with the exception of call backs on a holiday which is compensated at the rate of double time.. Compensation for emergency call backs is calculated as set forth in Section 6.3.1, with the exception for a call back on a holiday which is compensated at a rate of double time.

**Section 6.2.1 – EMS Director and Training Officer, Overtime**- Since the EMS Director and Training Officer work a standard forty-hour week, they will be paid overtime at the rate of 1 ½ times the regular hourly rate for all hours worked in excess of 40 hours within the work week.

**Section 6.3 – Non Emergency Call Back** – A non-emergency situation includes, but is not limited to transfers, one employee filling in for another's leave and events standby. All employees covered by the terms of this Agreement who are called back to work while off-duty for a non-emergency situation shall be compensated at a rate of 1 ½ times the regular hourly rate of pay for two hours of call back status. The two hours of 1 ½ pay for the initial call back shall be considered compensation for all callbacks within the same 2 hour period. Employees will be compensated at a rate of 1 ½ times the regular hourly rate of pay for transfers. Call back hours are subject to compensation rates consistent with the requirements of Section 6.2 of this Agreement.

**Section 6.3.1 – Emergency Call Back** – All employees covered by the terms of this Agreement who are called back to work while off-duty for an emergency situation shall be compensated at a rate of 1 ½ times the regular hourly rate for the first one hour of call back status. Emergency call back pay at the overtime rate is limited to the first one hour of the emergency call back; all hours worked in excess of the first one hour of emergency call back shall be compensated at straight time or the appropriate rate, provided, however, that the total straight number of hours worked in the 16 day work period have not exceeded 121 hours; all emergency call back hours worked in excess of 121 hours in the 16 day work period, shall be compensated at the overtime, or holiday, rate whichever is appropriate under the circumstances.

The one hour of 1 ½ pay for the initial emergency call back shall be considered compensation for all emergency call backs within the same one hour period. Emergency call back hours are subject to compensation rates consistent with the requirements of Section 6.2 of this Agreement.

**Section 6.3.2 - Transfer Pay** - Paramedics and Critical Care Paramedics will receive the below incentive pay for participation in inter-facility transfers:

- Paramedics and Critical Care Paramedics shall receive \$100 per inter-facility transfer per participant.
- Critical Care Paramedics shall also receive \$175 for providing care in each critical care inter-facility transfer.
- Paramedics shall also receive \$87.50 for providing care during critical care inter-facility transfers.
- Flight team transfers within Park County in which patient care is not performed by LFR staff shall not qualify for the additional \$175 for Critical Care Paramedics or \$87.50 for Paramedics. Flight team transfers shall qualify for \$100 of incentive pay. Flight teams shall be staffed with one Critical Care Paramedic or Paramedic, unless circumstances dictate for more personnel. If additional personnel are required, those personnel shall also qualify for \$100 of incentive pay.
- All inter-facility transfers shall qualify for incentive pay for off-duty personnel. On-duty personnel performing inter-facility transfers shall qualify for Critical Care incentive pay only for Critical Care Paramedics. Critical Care Paramedics performing inter-facility transfers while on-duty shall receive the \$175 incentive pay, but will not qualify for the \$100 participant incentive pay.
- On duty-personnel shall make a minimum of two attempts to page in off-duty personnel for non-emergent patient transfers. If no off-duty personnel are available, on-duty personnel may be sent at the discretion of the Captain/Watch Commander, and/or the Fire Chief, dependent on availability.
- In-town transfers shall not qualify for incentive pay.

Critical Care transfers shall be defined as any transfer in which the patient requires transport to receive care not available locally.

**Section 6.4 – Holidays** – All members of the Fire Department shall receive thirteen paid holidays per year and any day declared a holiday by the City. Holidays are as follows:

New Years Day – January 1  
 Martin Luther King, Jr.'s Birthday  
 Lincoln's Birthday -- February 12  
 Washington's Birthday – February 22  
 Good Friday  
 Memorial Day  
 Independence Day – July 4  
 Labor Day  
 Columbus Day – October 12  
 General Election Day (state or federal elections)

Veteran’s Day  
Thanksgiving Day  
Christmas Day

**Section 6.5 – Holiday Pay** -- Each member shall receive holiday pay every pay period based on the following formula: Base pay plus an individual’s longevity and certification pay if any, multiplied by 24 pay periods, divided by 2080 hours, equals that individuals hourly rate, multiplied by 104 hours, divided by 24 pay periods, equals the holiday pay for one pay period to that employee (4.33 hours equivalent each pay period). Union holidays begin at midnight (000 hours) and end at 23:59 hours. Employees who actually work on a holiday shall be compensated at a rate of 1 ½ times the regular hourly rate for hours worked during the time of the actual holiday.

**Section 6.6 – Working out of Classification** – Any member covered by this agreement who is required to accept the responsibility and carry out the duties of a position of rank above that which they normally hold, shall be paid at the rate for that position or rank while so acting.

**Section 6.7 – Shift Changes** – Employees shall have the right to exchange shifts when the change does not interfere with the best interest of the Fire Department and is approved by the Fire Chief, who may delegate his/her authority. No extra money will be involved. Shift exchanges are not counted as hours worked by the employee working another employee’s shift.

**Section 6.8 – Overtime Scheduling** – Overtime will be filled from a list of the members based on seniority, qualifications, and as equally distributed as the work schedule allows. Members will have the opportunity to refuse such overtime. If insufficient members are available to staff a shift, the shift will be filled by the person originally refusing the overtime assignment.

## **ARTICLE 7 – VACATIONS**

**Section 7.1 – Vacation Accumulation, Based on Service** – Annual vacation leave is accumulated in accordance with MCA 2-18-617. Employees covered by this Agreement shall accrue vacation leave, based on service time, as follows:

	<u>40 hr/wk Employee</u>	<u>42 hr/wk Employee</u>
1 to 10 Years of Service	10 hr/mo	10.6 hr/mo.
11 to 15 Years of Service	12 hr/mo.	12.6 hr/mo.
16 to 20 Years of Service	14 hr/mo	14.7 hr/mo.
20 Years of Service and beyond	16 hr/mo.	16.7 hr/mo.

Local # 630 of the IAFF and its membership agree that the Employer (City), by increasing vacation leave for employees that work under the 7(k) schedule, does not become obligated to retroactively increase vacation leave to the date the 7(k) schedule was established to the date of this Agreement; and, Local #630 of the IAFF and its membership agree to waive any and all claims for increased vacation leave from the date the 7(k) schedule was established to the date of this Agreement.



**Section 7.2 – Vacation Leave Bidding** – November 1<sup>st</sup> through December 31<sup>st</sup>, employees may bid for annual vacation leave. Vacation awards shall be made by seniority. Vacations should be scheduled to maintain a proper mix of personnel to meet department needs. After April 15<sup>th</sup>, vacation time shall be granted on a first come first serve basis. Where an employee has not scheduled his/her full vacation time during the bidding period, a one weeks notice of intent to use remaining time must be given, provided a conflict does not exist with another scheduled vacation.

**Section 7.3 – Scheduling Vacation Vacancies** – Shifts will be 24 or 12 hours, which will be filled from a list of members based on seniority, qualifications, and as equally distributed as the work schedule allows. Members scheduled to work vacation vacancies are responsible for the coverage of that shift.

**Section 7.4 -- Maximum Annual Vacation Accumulation** - The maximum annual leave amount accumulated is twice the number of days earned annually at the end of any calendar year. If the employee's vacation leave exceeds the maximum amount the employee will have the following option;

1. The employee can request the amount, not to exceed 72 hrs, in a cash payout. The remaining hours must be used within the 90 calendar days of the next year.
2. The employee can request the amount, not to exceed 72 hrs, be transferred into sick leave. The remaining hours must be used within the 90 calendar days of the next year.
3. After choosing option 1 or option 2 above, not both, vacation leave exceeding the maximum amount must be used within 90 calendar days of the next year in which the excess was accrued or it will be forfeited.

The Employee will be notified by January 15 if he/she has exceeded the maximum amount as calculated above. The Employee will notify the City by January 31<sup>st</sup> in writing on which option they will choose. If the employee chooses option 1, they will receive a check for the amount requested by April 5<sup>th</sup>. If they choose option #2, the excessive amount will be rolled over into their sick leave by April 5<sup>th</sup>.

## **ARTICLE 8 - SICK & BEREAVEMENT LEAVE**

**Section 8.1 – Sick Leave Accumulation** – Members shall earn eight (8) hours of sick leave for each month of service. For the purpose of this Agreement as it applies to those members working 42 hour per week, one (1) day of sick leave shall include eight and one-half (8 ½ ) hours.

Local # 630 of the IAFF and its membership agree that the Employer (City), by increasing sick leave for employees that work under the 7(k) schedule, does not become obligated to retroactively increase sick leave to the date the 7(k) schedule was established to the date of this Agreement; and, Local #630 of the IAFF and its membership agree to waive any and all claims for increased sick leave from the date the 7(k) schedule was established to the date of this agreement.

**Section 8.2 – Unused Sick Leave** - Upon a members severance from the Fire Department, twenty five percent (25%) of the accumulated sick leave will be paid.

**Section 8.3 – Bereavement Leave** - In the event of a death in the immediate family of an employee, as defined by city personnel policy, the employee shall be granted a minimum leave, as follows:

Members working a 24-72 hours shift shall receive one (1) working day for local services or services within 300 miles and two (2) working days, with full pay for services over 300 miles away.

Members working either 8 or 10 hour days, shall receive three (3) working days for local services or services within 300 miles and five (5) working days with full pay for services over 300 miles.

## **ARTICLE 9 - GROUP MEDICAL COVERAGE**

Section 9.1 – Medical Insurance Benefit – Employer shall provide a Health Plan/Schedule C for each employee desiring such coverage for him/herself and his/her dependents, if any. Moreover, the employer’s monthly insurance contribution shall be \$795 effective 7/01/16 and \$819 effective 7/01/17. The City will pay the monthly contribution, toward the health insurance coverage. The employee shall decide plan selection, within the City’s provider. Additional funds, not used in premiums, will be deposited into a Flex or HSA account for full time employees and a pro-rated amount for part time employees subject to the following limitations:

1. If an employee is receiving enough insurance contribution from the City to pay at least the single rate, then that employee must be enrolled in the group plan.
2. If an employee accumulated less than enough contribution to cover the single insurance rate, then that employee shall have one of the following options:
  - a. Pay the difference to receive single health insurance coverage under the City of Livingston group; or,
  - b. Not receive group health insurance coverage or any Flex Plan payment.

**Section 9.2 – Employee Responsibility for Additional Premiums** – The employee shall pay for any additional premium amounts above the City's contribution. The City may change carriers providing substantially the same coverage, however any changes in coverage would be mutually agreed upon with the City and the Insurance Committee representing the interests of all City employees.

## ARTICLE 10 - DESIGNATIONS, VACANCIES AND PROMOTIONS

**Section 10.1 – Promotion** - When a permanent vacancy occurs in any union position in the Fire Department, it shall be filled upon official severance of the departing member. The Livingston Fire and Rescue Department has the following promoted/appointed positions:

- \*Training Officer
- \*EMS Director
- \*Captain
- \*Watch Commander

Captain, EMS Director, and Training Officer shall be determined by a competitive promotional process. Watch Commander shall be obtained by completion of eligibility requirements.

### **Promotion timeline**

The promotional process for the position of Captain will begin when a permanent vacancy occurs. The Chief will issue an announcement of the vacancy and call for interested candidates to submit a letter of intent.

- Candidates will have one week to submit letters of intent and resumes.
- The Department and the IAFF local 630 will have 16 days to develop the criteria for the assessment process.
- The position will be filled within 60 days by the highest scoring candidate. The positions of Training/Prevention Officer and EMS Director will be filled within 60 days of a permanent vacancy.

### **Eligibility Requirements**

#### **Watch Commander**

- The Fire Chief shall have the final determination, based upon *qualifications, vacancies, and employee performance*.
- 10 evaluated shifts, 5 which may be evaluated by the members ~~shift~~ Captain.
- 2 years experience with Livingston Fire and Rescue.
- Have and maintain Firefighter I and II certification.
- Have and maintain Fire Officer I certification.
- Have and maintain EMT-P certification.

#### **Captain**

- 4 years experience with the Livingston Fire and Rescue Department and 8 years total of Career Fire experience (Experienced valued at: Career Professional 1:1, LFR Reserve ½:1, Non LFR Volunteer/Reserve ¼:1)

- 21 College Credits (Effective 07/01/2019)
- Have and maintain Firefighter I and II certification.
- Have and maintain Fire Officer I certification.
- Have and maintain EMT-P certification.
- Have not been subject to a written or above in the last 12 months.

#### Training Officer/Fire Inspector

- Must be a Captain with LFR for 2 years.
- Must attend 3 NFA courses (if available) within first 3 years of appointment. Courses must be approved by Chief
- Have not been subject to a written or above in the last 12 months.
- Must obtain Inspection I and II certification within one year of appointment.

#### EMS Director/Budget Officer

- Must be a Captain with LFR for 2 years.
- Must attend 3 NFA courses (if available) within first 3 years of appointment. Courses must be approved by Chief
- Have not been subject to a written or above in the last 12 months.
- Must obtain EMS Training Coordinator certification within one year of appointment.

The Chief and HR Officer will review candidates eligibility.

#### **Promotional Committee**

The promotional committee will consist of:

- A minimum of 5 outside assessors from other Professional Fire Agencies for the Critical Thinking and Practical Exercises.

The Fire Chief will not participate in the testing process.

#### **Assessment Process**

The candidate assessment process will have 3 components:

1. Critical Thinking (Inbox)
2. Practical Exercises
3. Interview

Critical Thinking (Inbox): Will consist of an assessment, based on the open position, of the candidate's ability to prioritize activities and actions required for daily Fire Department Operations. Upon completion the candidate will then be asked to explain and/or defend his/her decision.

Practicals: This will consist of 2 officer position related scenarios where candidates will be rated on their responses and actions. One exercise will be Fire and EMS in nature. It will be limited to 15 minutes for preparation and 30 minutes for execution. The second exercise will be Human Relations/Conflict. It will be limited to 15 minutes preparation time and 15 minutes for execution.

Interview: Will be composed of a structured interview panel (minimum of 3 outside public safety officers) not involved in the Critical Thinking or Tactical Fire/EMS Scenarios. All candidates will be asked the same questions. The Panel may ask additional questions directly related to the answers given.

### **Scoring**

Each segment of the Assessment process will be scored on a scale of 1 to 10 with 10 being the highest value. Assessors will be given guidelines for scoring and will have the correct answers to the scenarios. At the conclusion of the assessment process the scores will be totaled and the candidate with the most points will be awarded the promotion. In the case of a tie score, the candidate with the most seniority with LFR will be given preference.

### **List Longevity**

The rank order list of candidates generated by the assessment process will stay in effect for a period of 1 year, unless a new candidate qualifies for application if they so choose to pursue promotion.

### **After assessment Review**

Within 14 days of the conclusion of the assessment process, candidates will be provided a written evaluation of their performance and recommendations for improvement. Candidates may request a meeting with the Chief to review the results.

## **ARTICLE 11 - NEW EMPLOYEES**

**Section 11.1 – Probationary Period** - Any new, or promoted, employee will serve a six (6) month probation period at a rate of \$100.00 less per month than the new classification. The Fire Chief may recommend to the City Manager an additional six (6) months probation period. During the probationary period, for new employees only, management may terminate the employee without cause.

**Section 11.2** – Upon Fire Chief approval, a temporary employee who has served 6 consecutive months or more of a probationary period and subsequently is hired to regular full-time status may have their probationary period shortened as deemed appropriate, not to exceed 12 months total.

## **ARTICLE 12 - PERSONNEL REDUCTION**

**Section 12.1- Personnel Reduction** - In the case of personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until the laid off employee has been given the opportunity to return to work. The returning employee who has been off longer than sixty (60) days will serve a training period, determined by the Fire Chief, at the current pay scale. The returning employee who has been off for more than one (1) year must meet the requirements of a physical examination and probation requirements with the current base pay. Upon being notified to return to work, the employee has fourteen (14) days to report to duty.

## **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

**Section 13.1 – Disciplinary Procedure** – Employees may be disciplined or discharged for Cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance: however, the level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.

The Employee shall be entitled to have Union and/or legal representation present at any meeting held with the Employer to discuss potential disciplinary action. The City will not pay for such employee representation.

The Employer may suspend an Employee with pay in accordance with M.C.A. 7-33-4123 and local laws pending the final decision as to the appropriate discipline or the overturning of the discipline by the appropriate authority as provided for in M.C.A. 7-33-4124, which reads as follows:

### **Suspension procedure:**

1. In any case in which a member of the municipal fire department is suspended from duty, the person suspended must be furnished with a copy of the charge, in writing, setting forth the reasons for the suspension. Subject to subsection (2), The suspended member of the fire department may request in writing that the charges be presented to the council or commission for a hearing. The hearing must be held within 30 days of the request. The suspended member may invoke the right of privacy to request a closed hearing. At the hearing, the suspended member of the fire department may appear in person or by counsel and provide a defense against the charges.
2. If the suspended member of the fire department does not request a hearing by the council or commission within 5 business days of receiving the suspension charge, the suspended member forfeits the option of requesting a hearing by the council or commission.

3. If the charges are not presented before the council or commission within 30 days of the request for a hearing or if the council or commission determines the charges to be unfounded, the suspended person must be reinstated and is entitled to the person's usual compensation for the time of the suspension.
4. If the charges are proven by the council or commission, the council or commission, by a vote of a majority of the whole council or commission, may impose a penalty commensurate to its determination of what the offense warrants, including either the continuation of the suspension for a limited time or the removal of the suspended person from the fire department.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 14.1 – Grievance Procedure** – A grievance is defined as a dispute concerning an interpretation or application of the terms of this collective bargaining agreement. Grievances or disputes which may arise, including the interpretation of this agreement, shall be settled in the following manner. The Union grievance committee upon receiving a written and signed petition shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary by the grievance committee, but the employee has the right to appeal to the next level.

If a grievance does exist, they shall, with or without the employee, present their grievance within twenty (20) working days of the alleged violation or the knowledge of such violation, to the Chief of the Fire Department for adjustment. If within fifteen working days no settlement has been reached, an appeal to the City Manager must be made within fifteen (15) working days in writing. The City Manager shall investigate and file his/her response and decision within fifteen working days. If the City Manager does not respond within the prescribed time limits, the grievance shall be settled in favor of the grievant. If the City Manager's response does not satisfactorily settle the grievance, the grievance may be submitted to arbitration by the grievant or the Union upon notice to the City.

The grievance shall then be submitted to an arbitration board consisting of a representative of the City, a representative of the Union, and a Labor Arbitrator. Within ten (10) working days of a request to arbitrate, a request for a list of five (5) names will be made to the State Department of Labor and Industry, or other source. Upon receipt of the list of arbitrators, the two representatives shall within fifteen (15) working days meet to determine the Arbitrator by the representatives tossing a coin. The representative winning the coin toss shall determine who shall strike the first name from the list and then the representative of the other party shall strike a name until the name remaining shall be the arbitrator.

The Arbitrator shall have no power to alter, amend or delete any provisions of this Agreement, City or Fire Department Policy, or State Law. The Arbitrator shall render his/her decision within thirty (30) calendar days following the hearing. The cost of the Arbitrator shall be

shared equally by both parties. The finding of the Arbitrator shall be final and binding on all parties.

## **ARTICLE 15 - TRAINING**

**Section 15.1 – Training Scheduling** -- The City shall schedule paid department training of at least 35 annual hours per member, from July 1 to June 30. Attendance at such trainings, shall be mandatory. If training is scheduled two weeks in advance, personnel on prior authorized absences, approved by the Fire Chief, shall not be expected to attend. If training is scheduled within two weeks, attendance is not mandatory.

**Section 15.2 – Professional Training Expenses** - The City of Livingston encourages Firefighters to continue their education. The City agrees to reimburse a Firefighter 50% of tuition and 100% of books upon the successful completion of an approved planned program directed toward a job-related degree. A Firefighter to be eligible to participate in the degree program must agree to a planned program of courses leading to a job-related degree, and receive prior written approval of the planned program from the Fire Chief and the City Manager. A Firefighter, once their plan has been accepted by the City, need only to submit individual course enrollment to the Fire Chief for approval. Reimbursement to be made at the successful completion of each semester's courses.

All requests shall be submitted to the Fire Chief no later than April 1 of any year to allow for budgeting.

A Firefighter enrolling in individual courses which are job-related, regardless of time remaining in the department, shall obtain prior written approval from the Fire Chief within budget limitations. Such courses shall be reimbursed 100% of tuition and required books, upon successful completion of the course. All requests shall be submitted to the Fire chief not later than 30 days in advance of the class to allow for budgeting.

All course books and materials shall become a part of the Fire Department library and become property of the City of Livingston. Any books not desirable for the Library shall be sold back to the College Book Store with the funds being returned to the City.

**Section 15.3 – Instructor Pay** – Employees assigned to teach classes approved by the Fire Chief for the Fire Department shall be compensated at straight time.

**Section 15.4 – Training Coverage** – For employees attending a required training, as shown in the list below, approved by the Fire Chief, will have their shifts covered with office staff or from the overtime list; leaving the Fire Chief with discretion to choose which coverage method to utilize. An employee returning from class shall be expected to return to work the remainder of his/her shift.

For this section, required training shall mean –



- ❖ Firefighter I (NFPA or Pro-Board Equivalent)
- ❖ Firefighter II (NFPA or Pro-Board Equivalent)
- ❖ Officer I (NFPA or Pro-Board Equivalent)

## **ARTICLE 16 – HOURS OF WORK**

**Section 16.1 – Hours of Work** – The members, excluding the EMS Director and Training Officer, shall work 24 hours on duty, 72 hours off duty. Twenty-four hour shifts shall begin and end at 8:00 AM.

**Section 16.2 – Hours of Work, EMS Director and Training Officer** – The Training Officer and EMS Director shall work Monday through Friday, 8:00 AM to 5:00 PM, or a schedule mutually agreed upon by the Fire Chief and affected employee covered under this section, at a minimum of forty hours per week,

**Section 16.3 – Standby Hours** – Shifts shall begin and end at 8:00 AM

## **ARTICLE 17 - SUPPLEMENTAL AGREEMENT**

**Section 17.1 – Supplemental Agreements** – This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations at any time during the life of the Agreement. Either party may notify the other party in writing of its desire to negotiate. A Supplemental Agreement, will be signed by the responsible Union and City officials. Supplemental agreements thus completed shall become a part of the larger agreement and subject to all of its provisions.

## **ARTICLE 18 – MISCELLANEOUS PROVISIONS**

**Section 18.1 - Paging Alerts** – All off duty full time employees and reserves may be paged out simultaneously. Full time employees shall not be denied call back pay due to a position being filled by a reserve.

**Section 18.2 – Mandatory Retirement** – The mandatory retirement age will be sixty-two.

**Section 18.3 – Physical Fitness Test** - A physical fitness test will be conducted for all firefighters and participation will be optional. The Firefighter Combat Challenge will be used as an assessment, which includes a stair climb with a high-rise pack, hose hoist, forcible entry, hose advance and victim rescue. The setup of the test shall maintain the criteria established as the standard for the Firefighter Combat Challenge. The test will be completed in NFPA compliant turnouts. The test will be completed by the 31st of May and will be proctored by the Fire Chief and a IAFF Local 630 representative.

**Incentive** – Upon successful completion of the Firefighter Combat Challenge, employees will be rewarded at the following scale:

3:00 or < - \$400.00  
4:00 or < - \$300.00  
5:00 or < - \$200.00  
6:00 or < - \$100.00

**Section 18.4 - Regular Labor Management Meetings** - The Fire Chief will host monthly senior staff meetings. Senior staff consists of all Captains and the Local 630 President or designated representative. The Fire Chief will host quarterly Labor/Management meetings. Quarterly Labor/Management meetings will include the Fire Chief and Local 630 President at a minimum. The Fire Chief will host an annual City Manager's meeting. The City Manager's meeting will include the City Manager, Fire Chief and Local 630 President at a minimum. The Fire Chief will host the meetings at a time and place convenient to required attendees.

**Section 18.5 - Equipment Committee** - The Fire Chief will establish an Advisory Equipment Committee to evaluate and Provide recommendations for the purchase of apparatus, equipment systems, and other substantial operational items affecting working conditions. A seat on the Advisory Equipment Committee will be reserved for the Local 630 President or their designated representative. While purchase of apparatus and equipment are a management right, the Fire Chief will fully consider the recommendations of the Advisory Equipment Committee as a component of the purchase process.

**Section 18.6 - Medical Expense Retirement Program (MERP)** - Beginning July 1, 2016, with each monthly payroll, the Employer shall make monthly contributions on a pre-tax basis of \$100 for each employee to the Washington State Council of Fire Fighters (WSCFF) Employee Benefit Trust, as follows:

1. Contributions are made in addition to the salaries listed in Appendix A.
2. This Trust shall remain separate and apart from any Employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.
3. The Employer shall be obligated to payment of contributions in the amount provided above by the twentieth (20) of every month or next business day if necessary for that month's contributions.
4. The Internal Revenue Service codes require all eligible employees to participate; there is no individual election to continue contributions. The Union and the employees agree to hold the employer harmless and indemnify the employer from any and all liability, claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The Union and

the employees shall be one hundred percent (100%) liable for any and all liabilities that arise out of the MERP. The Union and employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP. Under no circumstances whatsoever will the employer be liable for direct pay of any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

**Section 18.7** Whereas, the Livingston Professional Firefighters Local 630 and the City of Livingston recognize fiscal and staffing issues, both parties hereby agree to form a Staffing Overtime Committee. The committee will include at least 2 union representatives, the Fire Chief, City Manager or Administrative Service Director, and 1 City Commissioner. The intent of this committee is to determine the best, mutually agreed upon, action(s) to address overtime/staffing expenditures. This agreement is limited to the length of this contract

## **ARTICLE 19 - SAVINGS CLAUSE**

**Section 19.1 – Savings Clause** – If any provision of this Agreement is declared invalid by any court, only that provision shall be affected and all other provisions shall remain in full force and effect. Any ordinance enacted during the term of this Agreement shall not abridge, abrogate, or alter any of the terms of this Agreement.

## **ARTICLE 20 - TERM OF AGREEMENT**

**Section 20.1 – Term of Agreement** – This Agreement shall be in Full Force and effect from the first day of July 2016 to June 30, 2018. The Agreement shall be opened for negotiations on wages and insurance benefits and conditions of employment on or before Thirty-One March 2018. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing at least sixty (60) days prior to the anniversary or termination date of this Agreement that it desires to modify the Agreement.

**Section 20.2 – Existing Conditions** – Existing wages, hours, and other conditions of employment rising out of this Agreement shall not be changed by the action of either party without the consent of the other during the negotiation, mediation, fact finding or arbitration of the next contract, and any additional cost of maintaining the items listed in this paragraph, after the expiration of this Agreement, shall be figured in the financial settlement of the next Agreement.

## **ARTICLE 21 – SIGNATURES**

**IN WITNESS WHEREOF THE PARTIES HERETO**, Acting by and through their respective and duly authorized officer's and representatives, have hereto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE CITY OF LIVINGSTON

FOR LOCAL 630 OF THE  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Vice President

**City of Livingston – Firefighters Local IAFF 630  
Collective Bargaining Agreement  
APPENDIX “A” (Page 1)**

- 1. The City of Livingston will classify and pay the employees of its Fire and Rescue Department as follows:

<b>Position</b>	<b>Monthly Base Wage 7/1/16</b>	<b>Monthly Base Wage 7/1/17</b>
<b>Firefighter</b> (For Retirement Only)	\$ 3,221.75 +\$795 HI	\$ 3,318.33 +\$819 HI
<b>Captain</b> (For Retirement Only) (1 Captain per shift)	\$ 3,887.92 +\$795 HI	\$ 4,004.58 +\$819 HI
<b>Training Officer/Fire Inspector</b>		
<b>Captain</b> (For Retirement Only)	\$ 4,178.25 +\$795 HI	\$ 4,303.58 +\$819 HI
<b>EMS Director/Budget Officer</b>		
<b>Captain</b> (For Retirement Only)	\$ 4,178.25 +\$795 HI	\$ 4,303.58 +\$819 HI

- 1. The employer agrees to the following longevity. One-half (1/2) percent of an individual’s monthly base pay per years of service added to each month’s pay.
- 2. The Employer agrees to the following wage increase:

Effective 7/1/16 –1% base wage increase.  
Effective 7/1/17 –3% base wage increase.

- 3. A uniform subsistence/allowance (clothing, toiletries, food on transfers runs, etc.) of \$50.00 per month, to be paid every member once every three months.

**City of Livingston – Firefighters Local IAFF 630  
Collective Bargaining Agreement  
APPENDIX “A” (Page 2)**

4. Certification Pay

EMS certifications are to be paid at the highest certification level attained in each category. The Fire Certifications are to be paid for each category completed. Certification pay is to be considered part of the base salary for pension and overtime. All certifications must be kept current in order to be eligible for certification pay. EMS certifications must be based on the National Registry of Emergency Medical Technicians and be recognized by the Montana State Board of Medical Examiners. All EMS providers must be able to practice in accordance with State and Local Protocols pertaining to their current level of certification to be paid at that level. If the provider is found to be consistently practicing outside of State and Local Protocols, that provider’s current level of certification and pay can be suspended or down graded. EMS endorsements are based on the Montana State Board of Medical Examiners rules and regulations. Fire certifications may be obtained through Montana State Fire Training School (FSTS). If FSTS is not utilized to provide the certification Management and the Union will mutually agree upon the accepting certification including but not limited to NFPA, Pro-Board, and IFSAC. Fire Certifications will be maintained by the continuing education program from Livingston Fire Department Training Section.

**CERTIFICATION PAY**

**EMS**

Paramedic	\$285
Pediatric Advanced Life Support (PALS)	\$20

**FIRE**

In order to transition from previous practice with regard to Fire Certification Pay, the City will pay at the new certification levels as the members, covered by this contract, provide documentation that they have achieved current certification in the areas below:

<b>FF 1</b>	\$50.00	per month
<b>FF 2</b>	\$30.00	per month
<b>OFF 1</b>	\$30.00	per month
<b>Hazmat Tech</b>	\$10.00	per month

**CITY OF LIVINGSTON FISCAL NOTE**

Ordinance # \_\_\_\_\_  
 Resolution # 4699

**Fiscal Analysis Assumptions**

- Base Pay Increases FY 17: 1%, FY 18: 3%
- 3% increase in Health Insurance Stipend for each of the 2 years.
- Medical Expense REimbursement Program \$100/mo for each of the 2 years

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

<u>Costs by Object</u>	<u>FY 17</u>	<u>FY 18</u>
Personnel	\$ 32,402	\$ 32,002
Operating		
Capital		
Debt Service		
 Total Costs	 <u>\$ 32,402</u>	 <u>\$ 32,002</u>

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>
Fund Name General Fund	\$ 6,114	\$ 14,629
Fund Name Fire Pension	839	2,012
Fund Name Health Insurance	11,823	2,290
Fund Name Ambulance	13,626	13,071
 Total	 <u>\$ 32,402</u>	 <u>\$ 32,002</u>

Signature Jessie R. Hogg  
 Date 9/14/2016





**Backup material for agenda item:**

- A. DISCUSS/APPROVE/DENY - URA RECOMMENDATION TO APPROVE TD&H REQUEST FOR \$30,000 FOR DESIGN PROPOSAL WITH THE AMENDMENT TO INCLUDE DESIGN COST ESTIMATES FOR ABOVE AND BELOW GROUND TREE PLANTERS**



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August 3, 2016

City of Livingston  
330 Bennett Street  
Livingston, MT 59047

Attn: Shannon Holmes

Re: **Vault Infill Construction Cost and Fee Proposal**  
TD&H Job #B15-081

Mr. Holmes,

Per your request, TD&H has provided approximate construction cost and design fee estimates for the proposed vault infill project around the 100 block of West Callendar Street, Livingston, Montana. This amends the original fee proposal provided and dated June 30, 2016. Based on additional information provided within partially complete Beaudette Engineering plans, more complete dimensions were obtained to refine the cost proposal. The costs are based on the assumption that all vaults will be infilled per a previous report by TD&H Engineering, dated June 20, 2016. It should be noted that the construction design estimates are based on preliminary information provided by CTA and Beaudette Engineering.

TD&H proposes to perform the design for a **lump sum fee of \$30,000**. The individual property owner's portion of the design fee is shown in the attached spreadsheet. This assumes the following scope:

1. TD&H will field verify the existing vault dimensions and conditions in order to provide accurate plan information for bidding purposes.
2. Provide plans and necessary details for the specific and differing vault conditions present.
3. Provide on plan specifications as necessary for the project.
4. This assumes that the design will be completed as a single contract and construction plan set. TD&H can work individually with the specific property Owners, however, it should be noted that individual costs will most certainly be higher than a proportional percentage of the single lump sum fee. Data collection and plan preparation will be significantly more efficient if handled as a single project as opposed to multiple individual projects. Additionally, this assumes that all the properties listed below are included in the project. The design fees will be reassessed if one or more property Owners opts out of this project.
5. This assumes limited RFI response and shop drawing review.
6. A single on-site preconstruction meeting is included. Additional site visits are not included in this fee.
7. This does not include materials testing services or special structural inspection services as required by the IBC. These services can be provided for an additional fee.
8. This assumes that properties at the following locations are to be included in this design:
  - a. 102 W. Callendar Street, Paoli and Brow Law Offices
  - b. 104 S. Main Street, Taylor-Levitt Insurance
  - c. 109 W. Callendar Street, Sax and Fryer and Wild West Custom Clothing

- 
- d. 101 S. Main Street, The Frame Garden
  - e. 102 N. Main Street, The Mint Bar and Liquor Store
  - f. 101 N. Main Street, The Livingston Bakery & Bodega
  - g. 102 Callendar Street, The Salon
  - h. 110 Callendar Street, Curated Closet
  - i. 112 W. Callendar Street, Reed Lehman Pottery
  - j. 206 S. Main Street, Park County Senior Citizens Center
9. Additional vaults for properties not listed in item #8 would require an adjustment of the fee proposal.
10. This does not include any design services for sidewalk replacement or other civil related tasks other than spot patching holes created in the sidewalk for installation of flowable fill. It is assumed that sidewalk and curb replacements will be handled as part of the street project currently being designed by TD&H.

Additionally, we recommend that the individual property owners hire an independent consultant to investigate the use and condition of any utilities that are to be encapsulated as part of the infilling process.

We appreciate the opportunity to provide these preliminary construction cost estimates and look forward to working with you on this project. Please don't hesitate to contact us with any questions you may have.

Sincerely,



**Scott W. Mahurin, PE**  
**Structural Engineer**  
**TD&H Engineering**

**Backup material for agenda item:**

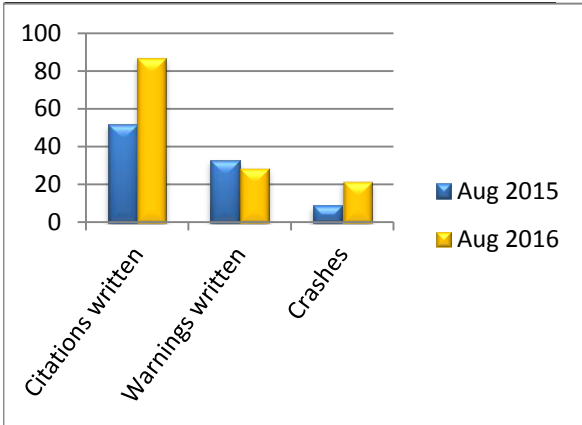
**Police Department Monthly Report - August 2016**



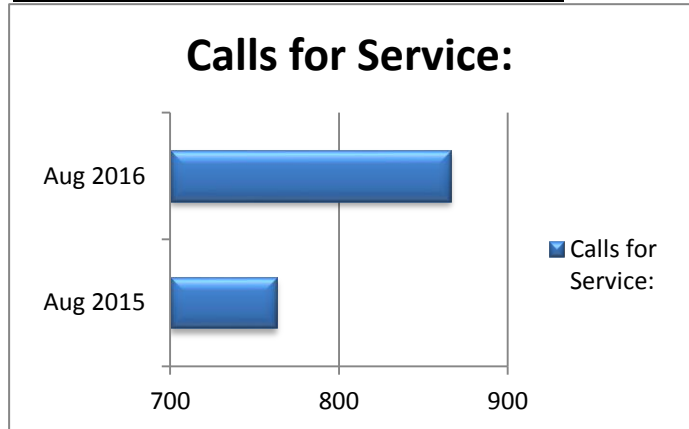
# Livingston Police Department Monthly Report - August 2016



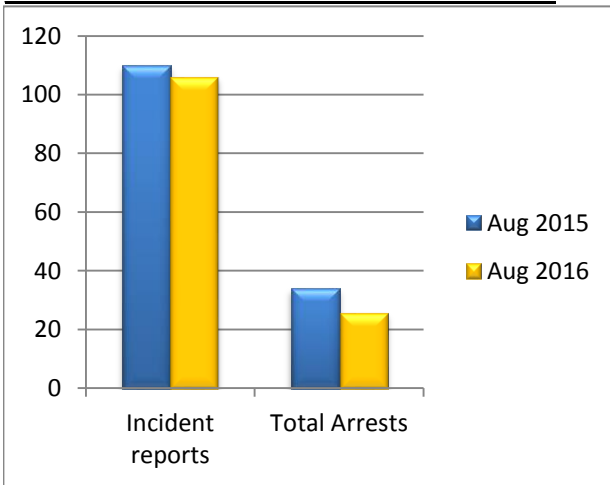
	<u>Aug 2015</u>	<u>Aug 2016</u>
<b>Citations written</b>	52	87
<b>Warnings written</b>	33	29
<b>Crashes</b>	9	22



	<u>Aug 2015</u>	<u>Aug 2016</u>
<b>Calls for Service:</b>	763	866



	<u>Aug 2015</u>	<u>Aug 2016</u>
<b>Incident reports</b>	110	106
<b>Total Arrests</b>	34	26



Notes:

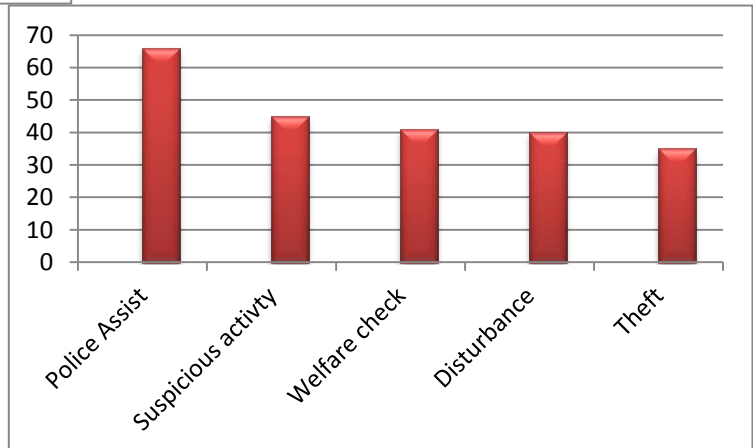
It was a very busy summer and we had a very high call volume with fewer officers than typical. With summer over we are expecting our call volume to start going down (thankfully)

Our two newest officers are doing great. Officer LaBaty is off his training and is a very productive member of our team.

With school back in session, please be sure to pay more attention to kids walking and riding bikes as they go to school and home.

Top 5 categories investigated by the LPD in August

- 1- Police Assist 66
- 2- Suspicious activity 45
- 3- Welfare check 41
- 4- Disturbance 40
- 5- Theft 35



**Backup material for agenda item:**

**Public Works Monthly Report August 2016**

Project	Details	Status
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## Public Works Projects



Soccer Field's Field House	Construction of a field house at soccer complex.	Finishing touches are being made to the building.
2015 Capital Improvement Project	Water and Sewer lines will be upgraded in alley between Main and B Street from Callender to Geysler.	Williams Construction finished major work on the project and is working on completing punch list items. Paving of alleys is being bid to be completed this fall.
Transportation Alternatives Sidewalk Project	Replacing sidewalk approaches at 5 <sup>th</sup> and E street intersections with ADA approved ramps, curb and gutter.	Pedestrian crossings were recently painted and final walkthrough will be done soon. Road regrading at 5 <sup>th</sup> and Gallatin is scheduled for this week.
O Street Trail	Creating a pedestrian and bike trail connecting O Street and the Veterans Bridge.	Stahly Engineering completed the design. Administration has met with MDT officials to discuss the project. This project is a priority to apply for a TA grant.
Summit Street Repair	Fix Summit Street between Main and B Street by regrading and paving street.	Project is completed.
WRF Upgrades	Upgrading current plant to better treat waste water to meet new DEQ regulations and allow for growth.	For updates see website at <a href="http://www.livingstonwrf.com">www.livingstonwrf.com</a> Equipment procurement contract is completed. Another RBC unit at the current plant is in the process of being repaired.
Sun Ave Sewer and Culvert	Due to inadequate storm drainage the north side of the culvert has experienced a rapid erosion issue and is currently closed to pedestrians. Using video it was determined that the main has a low spot that needs immediate attention.	Project has been completed with fence installed this week.
Murdoch's Infrastructure	Extension of Water and Sewer from Willow Drive to Travertine Lane. Upgrades to Streets on Willow Drive, Travertine Lane, and Billman Lane.	Building Construction has begun. Work on city infrastructure is has begun.
6 <sup>th</sup> and 7 <sup>th</sup> Street Water Upgrades	Replacing water mains in S 6 <sup>th</sup> and 7 <sup>th</sup> Street. Two of the lines in town	Design work has been sent to DEQ for approval.

	that have been the most prone to breaking and leaking.	
Sewer Main Replacement	Replacing Sewer Main between 9 <sup>th</sup> and 10 <sup>th</sup> street from Geysers to Crawford.	Public Works and TD&H are working on securing Cost Estimates. Work is slated for this fall.
Pressure Reducing Valve	Connecting pressure zones and tanks in our water system to better serve in case of high water use from fires or main breaks.	Public Works is working on Cost Estimates from local contractors. Work is slated for this fall.
Skate Park	Building of a skate park to the east of civic center.	Geotech investigation and report has been completed. Next stage involves site plan for entire civic center area and design of skate park.
Callender Street CIP Project	Infrastructure improvements from 2 <sup>nd</sup> to B Street along Callender.	