



Livingston City Commission Agenda

October 01, 2024

5:30 PM

City – County Complex, Community Room

Join Zoom Meeting

<https://us02web.zoom.us/j/85934361030?pwd=SjICWlVlVWdhIL2N5NDVTUXFZWnQ1dz09>

Meeting ID: 859 3436 1030

Passcode: 026211

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Consent Items

- A. APPROVAL OF MINUTES FROM SEPTEMBER 17, 2024, REGULAR MEETING P. 4**
- B. APPROVAL OF CLAIMS PAID 9/12/24 - 9/25/24 P. 43**
- C. STREET SWEEPER P. 54**
- D. 1 TON DUMP P. 95**
- E. AGREEMENT 20119 WITH MONTANA DEPARTMENT OF TRANSPORTATION FOR FUNDING OF MONTANA ST. STPU PROJECT P. 111**
- F. AGREEMENT 20120 WITH BNSF RAILWAY FOR THE LEASE OF LAND. P. 127**

5. Proclamations

- A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA RECOGNIZING FIRE PREVENTION WEEK 10/6/24 - 10/12/24 IN LIVINGSTON MONTANA P. 151**
- B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA RECOGNIZING OCTOBER 16, 2024 AS CUB SCOUT DAY IN LIVINGSTON MONTANA P. 153**

6. Scheduled Public Comment

7. Action Items

- A. PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS P. 155**
- B. ORDINANCE 3055: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2 OF THE LIVINGSTON MUNICIPAL CODE,**

ENTITLED GOVERNMENT AND ADMINISTRATION, TO CONFORM NOTICING PROVISIONS TO STATE LAW, REFLECT THE EXISTENCE OF THE CITY CLERK POSITION, MODIFY CITY COMMISSION VOTING RULES, ACKNOWLEDGE A NEW FEDERAL HOLIDAY AND MAKE TECHNICAL AND CONFORMING CHANGES. P. 160

C. RESOLUTION NO. 5147: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2023-2024, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$244,092 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,801. P. 168

D. RESOLUTION NO. 5148: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA UPDATING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS. P. 173

E. CLOSED SESSION TO DISCUSS LEGAL STRATEGY PURSUANT TO MCA 2-3-203(4)(A)

8. City Manager Comment

9. City Commission Comments

10. Adjournment

Calendar of Events

Supplemental Material

Notice

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

File Attachments for Item:

A. APPROVAL OF MINUTES FROM SEPTEMBER 17, 2024, REGULAR MEETING



Livingston City Commission Minutes

September 17, 2024

5:30 PM

City – County Complex, Community Room

Join Zoom Meeting

<https://us02web.zoom.us/j/86194966427?pwd=cC9uS3gycjZWYTFLS25Dc1JYMEROUT09>

Meeting ID: 861 9496 6427

Passcode: 274859

1. Call to Order

Chair Kahle called the meeting to order at 5:31pm

2. Roll Call

City Commission in attendance at start of meeting: Chair Kahle, Vice-Chair Nootz, Commissioner Schwarz, Commissioner Lyons, and Commissioner Willich

Staff in attendance: City Manager Grant Gager, Asst. Chief Andrew Emanuel, Public Works Director Shannon Holmes

3. Public Comment

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

- Lindie Gibson addressed the commission regarding outdated and inaccurate signage near the city swimming pool. She requested that the City update the signs to reflect correct historical information, specifically referencing the "Miles Park Lagoon." She explained that she has been raising this issue for three years, approaching various city staff and departments without a resolution.

4. Consent Items

A. APPROVAL OF MINUTES FROM SEPTEMBER 03, 2024, REGULAR MEETING

B. APPROVAL OF CLAIMS PAID 8/29/24 - 9/11/24

C. APPROVAL OF SPECIAL EVENT EXCEPTION TO ALCOHOL POSSESSION AND CONSUMPTION RESTRICTIONS FOR THE OKTOBERFEST

Chair Kahle pulled Consent item A.

Motion to approve I consent agenda items B&C was made by Commissioner Lyons and seconded by Commissioner Willich. The motion passed unanimously by the five members present.

Chair Kahle noted a minor correction to the minutes on page 7, where part of a sentence was missing. The City Manager stated sentence should read: "The city manager offered that amending the growth policy occurs by a different process."

Motion to approve consent item A was made by Chair Kahle and seconded by Commissioner Schwarz. The motion passed unanimously by the five members present.

5. Proclamations

A. NATIONAL IT PROFESSIONALS DAY 9/17/24

Chair Kahle read the proclamation.

The City Manager thanked the IT staff lead my Director Erica Hoffman.

Commissioner Schwarz agreed with the City Manager

Commissioner Willich commended IT professionals for their dedication, especially in combating cyber threats such as elder fraud. He provided statistics on elder fraud and encouraged public awareness of the issue.

https://www.ic3.gov/Media/PDF/AnnualReport/2023_IC3ElderFraudReport.pdf

B. NATIONAL THANK A POLICE OFFICER DAY 9/21/24

Chair Kahle read the proclamation. She then thanked Asst. Chief Emanuel.

The City Manager also thanked Asst. Chief Emanuel.

Asst. Chief Emanuel stated he will pass the thanks on to his team.

6. Scheduled Public Comment

A. PARKS MASTER PLAN TEAM AND PROCESS INTRODUCTION

Chair Kahle introduced this item.

The City Manager introduced Dave Locke from Stockwell Engineers.

Dave Locke introduced the team working on the Parks Master Plan update.

Key Points from the Presentation:

- The project team spent the day visiting parks across the city with the Parks Superintendent.
- A series of focus group meetings will be held with key stakeholders, including sports organizations and event organizers.

- Public feedback is critical, and there will be opportunities for input at the Farmers Market and through an upcoming community-wide survey.
- The survey will guide recommendations for park improvements and system updates.
- A public meeting will be held after initial survey analysis to present findings and draft recommendations, with the final report expected in early 2025.

Vice-Chair Nootz inquired about trail surface materials and safety, specifically related to pea gravel trails, and asked if trail accessibility would be addressed in the master plan. She also asked if Miles Park and signs would be included.

The City Manager stated yes to both Miles Park and signage now that we have a logo solidified.

Vice-Chair Nootz asked if there were other ways for people to engage beside social media and Farmers Market.

Dave Locke reminded of the surveys that will be coming out as well.

Vice-Chair Nootz asked who will be reviewing the drafts before it comes to the City Commission.

The City Manager stated some of it will happen at a staff level and focus groups.

Vice-Chair Nootz asked how Reservoir Park is going to fit into this.

The City Manager stated there are several parks not included this Parks Master Plan, specifically Katie Bonnell Park and Reservoir Park because Katie Bonnell Park is part of the Wellness Center project and Reservoir Park they are trying a different process because its largely a non-developed piece of land.

7. Action Items

A. DISCUSSION OF REGIONAL WATER SYSTEM PRELIMINARY ENGINEERING REPORT

Chair Kahle introduced the item

The City Manager introduced Public Works Director Shannon Holmes and City Engineer Matt McGee and the provided and update on the Regional Water System.

- **Key Points from the Presentation:**
 - The project will extend water services to the newly annexed areas of Green Acres, Montague, and Sleeping Giant subdivisions.
 - The project is still in the early stages, with public input meetings scheduled to gather resident feedback on potential water system designs.
 - Challenges of aging infrastructure in Green Acres, including undersized water mains, dead-end pipes, and water quality issues.
 - There will be multiple public meetings, and construction is planned for 2025, depending on funding availability.

Commissioner Schwarz asked for clarification on where Sleeping Giant Subdivision is.

Public Works Director Shannon Holmes stated it's the trailer park between Miles and Garnier,

Vice-Chair Nootz gained clarification on lines and sizing. She touched on public outreach and is glad there is a plan for that. She wanted to recognize how much disruption is happening in that part of town with water and sewer and soon the Wellness Center and feels it would be great to find a way to minimize disruption for that neighborhood.

Public Works Director Shannon Holmes stated there is not a timeline for this project just yet because they are in the very beginnings of this project and they are following State law requirements.

Commissioner Lyons stated that this water project, combined with the recent sewer project, would serve as a model for future annexations. He urged city staff to maintain high levels of public engagement to build trust with the community.

Commission Willich asked about size of the lines in Green Acres and when it was put in.

Public Works Director Shannon Holmes stated it was the early 60's

Vice-Chair Nootz expressed that we still have work to do to gain community trust.

Public Comment was offered by:

- Patty Smith expressed understanding that folks in her neighborhood feel the emotional distress from the annexation and hopes for better communication in the future to build up better trust. She also wondered about the potential requirement to abandon private wells if connected to the city's water system. She asked for clarification on whether residents could still use their wells for irrigation purposes.
- Patty Altman voiced frustrations about the lack of communication during the previous sewer project and urged the city to improve its outreach efforts for the water project. She noted that many elderly residents do not use online platforms and would benefit from direct mailings or neighborhood signage about upcoming meetings. She also emphasized the financial burden residents faced from the sewer project and asked for transparency about costs related to the water project.

Vice-Chair Nootz asked Patty Altman how much notice she was given to come up with payment for annexation. Patty stated they were given about a month to decide to pay in full or set up a type of payment arrangement that would be included in property taxes.

The City Manager spoke to Patty Smith's question about wells and stated we do have allowances for irrigation wells within City Code and they are not forbidden, but he doesn't have the information on hand about specific properties.

The City Manager answered the question about why the water and sewer projects were done at different times and stated it was mostly due to cost.

Chair Kahle asked if the water project will be as disruptive as the sewer project.

The City Manager stated it will be similar to the sewer project where they are digging up roads and adding lines to homes.

Commissioner Lyons added that he is sympathetic to the burdens of connecting to City water and sewer as he has had to do it too.

B. ORDINANCE 3055: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2 OF THE LIVINGSTON MUNICIPAL CODE, ENTITLED GOVERNMENT AND ADMINISTRATION, TO CONFORM NOTICING PROVISIONS TO STATE LAW, REFLECT THE EXISTENCE OF THE CITY CLERK POSITION, MODIFY CITY COMMISSION VOTING RULES, ACKNOWLEDGE A NEW FEDERAL HOLIDAY AND MAKE TECHNICAL AND CONFORMING CHANGES.

Chair Kahle called on the City Manager to introduce the item.

The City Manager stated this ordinance includes some recent operational changes as well as statutory changes that were made in the recently ended legislative session.

Commissioner Lyons and City Manager clarified the language about quorums to reflect the correct and new changes.

Commissioners asked for specific examples to be reviewed at the second reading of this ordinance.

Commissioner Schwarz moved to approve the ordinance with edits to 2-15 and Commissioner Lyons seconded the motion

6:57PM Commissioner Schwarz motioned for a 10 minute break seconded by Vice Chair Nootz. Unanimously approved.

The item was approved unanimously by the five commissioners present.

8. City Manager Comment

The City Manager reminded of dates he will out of the office for conferences.

9. City Commission Comments

Commissioner Willich expressed excitement about his ride along in the garbage truck. He expressed thanks to Burlington Northern for moving all the cars.

Commissioner Lyons – no comment

Commissioner Schwarz will be getting involved with the Parks Master Plan

Vice-Chair Nootz is excited to hear about the crossing

Chair Kahle thanked everyone for a great meeting tonight and encouraged the community to get involved in all the things going on.

10. Adjournment

7:14pm Commissioner Lyons motioned to adjourn the meeting seconded by Commissioner Schwarz. Unanimously approved.

Calendar of Events

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FEDERAL BUREAU of INVESTIGATION
Elder Fraud Report
2023



INTERNET CRIME COMPLAINT CENTER

2023 ELDER FRAUD REPORT

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INTRODUCTION

Dear Reader,

Every day, the Federal Bureau of Investigation (FBI) Internet Crime Complaint Center (IC3) receives thousands of complaints reporting a wide array of scams, many of them targeting the elderly. In 2023, total losses reported to the IC3 by those over the age of 60 topped \$3.4 billion, an almost 11% increase in reported losses from 2022. There was also a 14% increase in complaints filed with IC3 by elderly victims. However, these numbers do not fully capture the frauds and scams targeting this vulnerable cross-section of our population, as only about half of the more than 880,000 complaints received by IC3 in 2023 included age data. The FBI is publishing the 2023 IC3 Elder Fraud Annual Report in hopes of shining a spotlight on the frauds and scams impacting those over 60 and preventing not only future victimization but also revictimization.

Combatting the financial exploitation of those over 60 years of age continues to be a priority of the FBI. Along with our partners, we continually work to aid victims and to identify and investigate the individuals and criminal organizations that perpetrate these schemes and target the elderly. The IC3 serves as the FBI's central intake point for reports of frauds and scams. Compilation of statistics based on these reports helps law enforcement develop strategies to combat these schemes and protect victims from loss. This year, as in 2022, tech support fraud was the number one crime type impacting complainants over 60, while investment scams continued to be the costliest to the elderly in terms of financial losses suffered.

Frauds and scams will continue to evolve, but many characteristics of these schemes remain the same even as new trends develop. I encourage the public to review previous IC3 Annual Reports and Public Service Announcements (PSAs) to further educate and protect yourself, as well as your family, friends, and community.

I also want to thank all those who have reported these schemes and encourage the public to report any kind of fraud or scam, even attempted fraud, to the IC3 as soon as possible. Reporting fraud helps the FBI identify trends and typologies, open new investigations, enhance ongoing investigations, and produce public awareness messaging. Do not be afraid or embarrassed to report. The FBI stands ready to assist and is here to help combat these threats.



Michael D. Nordwall
Assistant Director
Federal Bureau of Investigation
Criminal Investigative Division

THE IC3

Today’s FBI is an intelligence-driven and threat focused national security organization with both intelligence and law enforcement responsibilities. We are focused on protecting the American people from terrorism, espionage, cyber-attacks, and major criminal threats which are increasingly emanating from our digitally connected world. To do that, the FBI leverages the IC3 as a mechanism to gather intelligence on internet crime so that we can provide the public and our many partners with information, services, support, training, and leadership to stay ahead of the threat.

The IC3 was established in May 2000 to receive complaints crossing the spectrum of cyber matters, to include online fraud in its many forms including Intellectual Property Rights (IPR) matters, Computer Intrusions (Hacking), Economic Espionage (Theft of Trade Secrets), Online Extortion, International Money Laundering, Identity Theft, and a growing list of Internet-facilitated crimes. As of December 31, 2023, the IC3 has received over eight million complaints. The IC3’s mission is to provide the public and our partners with a reliable and convenient reporting mechanism to submit information concerning suspected cyber-enabled criminal activity and to develop effective alliances with law enforcement and industry partners to help those who report. Information is analyzed and disseminated for investigative and intelligence purposes for law enforcement and public awareness.

The information submitted to the IC3 can be impactful in the individual complaints, but it is most impactful in the aggregate. That is, when the individual complaints are combined with other data, it allows the FBI to connect complaints, investigate reported crimes, track trends and threats, and, in some cases, even freeze stolen funds. Just as importantly, the IC3 shares reports of crime throughout its vast network of FBI field offices and law enforcement partners, strengthening our nation’s collective response both locally and nationally.

To promote public awareness and as part of its prevention mission, the IC3 aggregates the submitted data and produces an annual report on the trends impacting the public as well as routinely providing intelligence reports about trends. The success of these efforts is directly related to the quality of the data submitted by the public through the www.ic3.gov interface. Their efforts help the IC3, and the FBI better protect their fellow citizens.



BY THE NUMBERS

IC3 Over 60 Complaints by the Numbers



2023

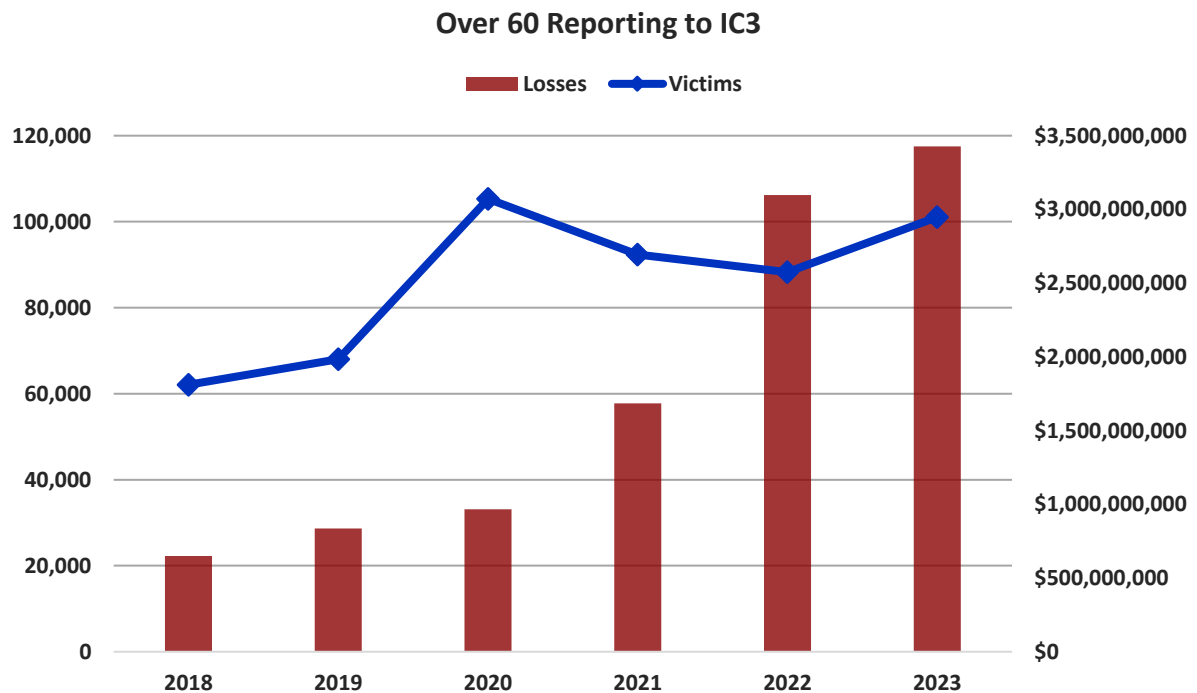


¹ Accessibility description: Image depicts key statistics regarding Over 60 complaints. The total number of complaints received in 2023 was 101,068. Total losses of \$3.4 billion were reported. Over 60 complainants experienced 11 percent increase in losses from 2022. 5,920 individuals lost more than \$100,000. The average loss per complaint was \$33,915.

2023 COMPLAINTS BY AGE GROUP

COMPLAINTS		
Age Range ²	Total Count	Total Loss
Under 20	18,174	\$40,703,428
20 - 29	62,410	\$360,743,568
30 - 39	88,138	\$1,167,165,071
40 - 49	84,052	\$1,501,216,581
50 - 59	65,924	\$1,681,873,944
Over 60	101,068	\$3,427,717,654

COMPLAINTS FILED BY INDIVIDUALS OVER 60 TRENDS³



² Not all complaints include an associated age range—those without this information are excluded from this table. Please see Appendix B for more information regarding IC3 data.

³ Charts describe Count and Loss Trends for those Over 60 from 2018 – 2023.

2023 CRIME TYPES

COMPLAINANTS OVER 60			
Crime Type	Count	Crime Type	Count
Tech Support	17,696	Other	1,447
Personal Data Breach	7,333	Spoofing	1,171
Confidence/Romance	6,740	Employment	1,079
Non-payment/Non-Delivery	6,693	Overpayment	698
Investment	6,443	Harassment/Stalking	568
Extortion	5,396	Data Breach	336
Government Impersonation	3,517	Ransomware	175
Credit Card/Check Fraud	3,182	SIM Swap	174
BEC	3,080	IPR/Copyright and Counterfeit	152
Identity Theft	3,010	Threats of Violence	115
Advanced Fee	1,951	Malware	67
Lottery/Sweepstakes/Inheritance	1,771	Crimes Against Children	26
Real Estate	1,498	Botnet	17

Descriptors*		
Cryptocurrency	12,284	These descriptors relate to the medium or tool used to facilitate the crime and are used by the IC3 for tracking purposes only. They are available only after another crime type has been selected. Please see Appendix B for more information regarding IC3 data.
Cryptocurrency Wallet	4,684	

* Regarding BEC counts: A whole number is given to depict the overall complaint count and includes when a Complainant Over 60 may be reporting on behalf of a business or personally.

2023 CRIME TYPES *Continued*

COMPLAINANTS OVER 60 LOSS			
Crime Type	Loss	Crime Type	Loss
Investment	\$1,243,010,600	Data Breach	\$23,913,130
Tech Support	\$589,759,770	Extortion	\$23,093,451
BEC	\$382,372,731	SIM Swap	\$15,148,072
Confidence/Romance	\$356,888,968	Overpayment	\$7,496,049
Government Impersonation	\$179,646,103	Employment	\$6,835,684
Personal Data Breach	\$109,724,027	Threats of Violence	\$5,128,768
Other	\$72,707,042	Spoofing	\$2,623,837
Advanced Fee	\$67,923,263	Harassment/Stalking	\$1,930,347
Lottery/Sweepstakes/Inheritance	\$67,396,206	Crimes Against Children	\$1,159,939
Real Estate	\$65,634,851	Ransomware	\$635,548
Non-payment/Non-Delivery	\$59,018,965	Malware	\$261,144
Credit Card/Check Fraud	\$37,862,023	IPR/Copyright and Counterfeit	\$183,169
Identity Theft	\$34,551,900	Botnet	\$23,142

Descriptors*		
Cryptocurrency	\$1,336,565,297	These descriptors relate to the medium or tool used to facilitate the crime and are used by the IC3 for tracking purposes only. They are available only after another crime type has been selected. Please see Appendix B for more information regarding IC3 data.
Cryptocurrency Wallet	\$316,919,147	

* * Regarding BEC counts: A whole number is given to depict the overall complaint count and includes when a Complainant Over 60 may be reporting on behalf of a business or personally.

** Regarding Ransomware adjusted losses, this number does not include estimates of lost business, time, wages, files, equipment, or any third-party remediation services acquired by a complainant. In some cases, complainants do not report any loss amount to the FBI, thereby creating an artificially low overall ransomware loss rate. Lastly, the number only represents what complainants report to the FBI via the IC3 and does not account for complainants directly reporting to FBI field offices/agents.

LAST 3 YEARS COMPARISON

OVER 60 COMPLAINT COUNT			
Crime Type	2023	2022	2021
Advanced Fee	1,951	3,153	3,029
BEC	3,080	3,938	3,755
Botnet	17	33	--
Civil Matter	--	--	184
Computer Intrusion	--	--	176
Confidence Fraud/Romance	6,740	7,166	7,658
Credit Card/Check Fraud	3,182	4,956	3,164
Crimes Against Children	26	84	42
Data Breach	336	333	158
Denial of Service/TDoS	--	--	61
Employment	1,079	1,286	1,408
Extortion	5,396	4,285	5,987
Gambling	--	--	19
Government Impersonation	3,517	3,425	3,319
Harassment/Stalking	568	754	--
Health Care Related	--	--	74
IPR/Copyright and Counterfeit	152	235	686
Identity Theft	3,010	4,825	8,902
Investment	6,443	4,661	2,104
Lottery/Sweepstakes/Inheritance	1,771	2,388	2,607
Malware	67	125	134
Non-payment/Non-Delivery	6,693	7,985	13,220
Other	1,447	2,016	2,933
Overpayment	698	1,183	1,448
Personal Data Breach	7,333	7,849	6,189
Phishing/Spoofing	2,856	8,369	9,767
Ransomware	175	215	365
Real Estate	1,498	1,862	1,764
SIM Swap	174	301	--
Tech Support	17,696	17,810	13,900
Threats of Violence	115	166	719
Cryptocurrency/Cryptocurrency Wallet	16,968	9,991	5,109

LAST 3 YEARS COMPARISON, *CONTINUED*

OVER 60 COMPLAINT LOSSES			
Crime Type	2023	2022	2021
Advanced Fee	\$67,923,263	\$49,322,099	\$36,464,491
BEC	\$382,372,731	\$477,342,728	\$355,805,098
Botnet	\$23,142	\$120,621	--
Civil Matter	--	--	\$6,530,661
Computer Intrusion	--	--	\$4,575,956
Confidence Fraud/Romance	\$356,888,968	\$419,768,142	\$432,081,901
Credit Card/Check Fraud	\$37,862,023	\$61,649,198	\$39,019,072
Crimes Against Children	\$1,159,939	\$48,373	\$550
Data Breach	\$23,913,130	\$17,681,749	\$7,095,746
Employment	\$6,835,684	\$6,403,021	\$9,610,615
Extortion	\$23,093,451	\$15,555,047	\$19,533,187
Gambling	--	--	\$20,116
Government Impersonation	\$179,646,103	\$136,500,338	\$69,186,858
Harassment/Stalking	\$1,930,347	\$254,659	--
Health Care Related	--	--	\$1,233,632
IPR/Copyright and Counterfeit	\$183,169	\$203,140	\$4,954,221
Identity Theft	\$34,551,900	\$42,653,578	\$59,022,153
Investment	\$1,243,010,600	\$990,235,119	\$239,474,635
Lottery/Sweepstakes/Inheritance	\$67,396,206	\$69,845,106	\$53,557,330
Malware	\$261,144	\$1,851,421	\$1,177,864
Non-payment/Non-Delivery	\$59,018,965	\$51,531,615	\$52,023,580
Other	\$72,707,042	\$31,410,237	\$22,196,542
Overpayment	\$7,496,049	\$10,977,231	\$9,214,129
Personal Data Breach	\$109,724,027	\$127,736,607	\$103,688,489
Phishing/Spoofing	\$3,355,436	\$36,715,205	\$28,639,277
Ransomware	\$635,548	\$210,052	\$424,852
Re-shipping	--	--	\$360,455
Real Estate	\$65,634,851	\$135,239,020	\$102,071,631
SIM Swap	\$15,148,072	\$19,515,629	--
Tech Support	\$589,759,770	\$587,831,698	\$237,931,278
Threats of Violence	\$5,128,768	\$376,458	\$361,549
Cryptocurrency/Cryptocurrency Wallet	\$1,653,484,444	\$1,088,330,051	\$241,143,166

2023 OVERALL STATE STATISTICS

COMPLAINTS FILED BY INDIVIDUALS OVER 60 BY STATE*					
Rank	State	Count	Rank	State	Count
1	California	11,622	30	Kentucky	908
2	Florida	8,138	31	New Mexico	759
3	Texas	7,035	32	Louisiana	736
4	Arizona	5,003	33	Iowa	674
5	New York	4,328	34	Arkansas	665
6	Ohio	3,299	35	Kansas	579
7	Pennsylvania	3,020	36	Idaho	514
8	Colorado	2,905	37	Hawaii	453
9	Illinois	2,887	38	Mississippi	434
10	Washington	2,873	39	New Hampshire	408
11	Virginia	2,475	40	Maine	397
12	North Carolina	2,423	41	West Virginia	386
13	Georgia	2,114	42	Nebraska	381
14	Michigan	2,109	43	South Dakota	369
15	New Jersey	2,049	44	Montana	359
16	Maryland	1,985	45	Delaware	314
17	Nevada	1,824	46	Alaska	297
18	Massachusetts	1,611	47	Rhode Island	274
19	Oregon	1,606	48	Puerto Rico	215
20	Tennessee	1,577	49	Wyoming	190
21	Missouri	1,502	50	District of Columbia	185
22	South Carolina	1,485	51	Vermont	163
23	Indiana	1,255	52	North Dakota	127
24	Minnesota	1,230	53	Virgin Islands, U.S.	21
25	Wisconsin	1,119	54	United States Minor Outlying	17
26	Alabama	976	55	Guam	15
27	Oklahoma	955	56	American Samoa	3
28	Connecticut	949	57	Northern Mariana Islands	2
29	Utah	945			

*Note: This information is based on the total number of complaints from each state, American Territory, and the District of Columbia when the complainant provided state information. Please see Appendix B for more information regarding IC3 data.

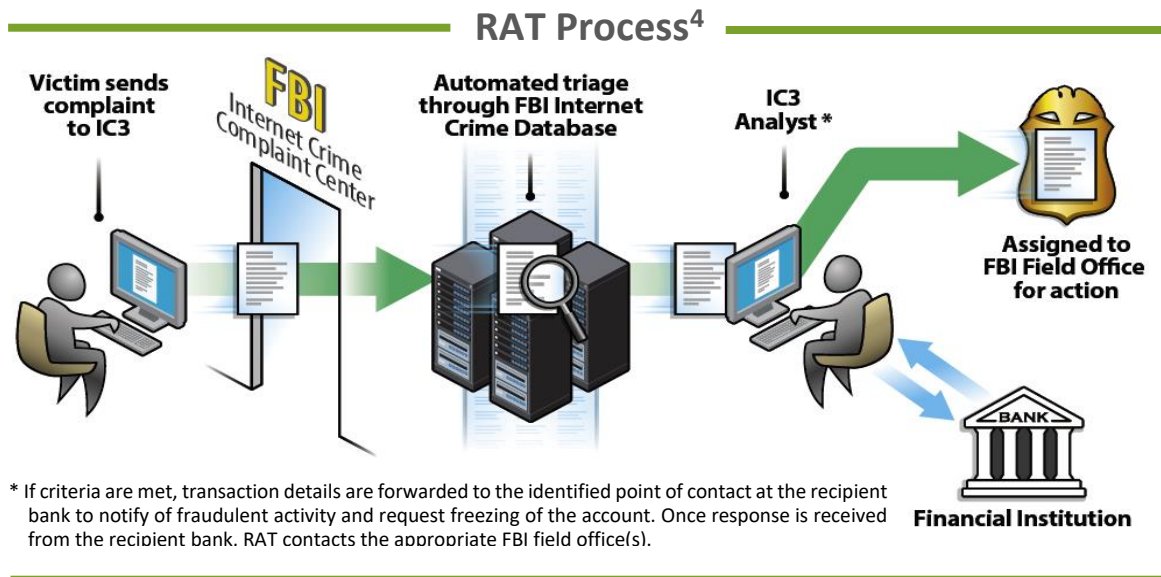
2023 OVERALL STATE STATISTICS, CONTINUED

COMPLAINTS FILED BY INDIVIDUALS OVER 60 LOSSES BY STATE*					
Rank	State	Loss	Rank	State	Loss
1	California	\$643,230,534	30	Wisconsin	\$26,069,500
2	Florida	\$293,817,911	31	Oklahoma	\$22,430,973
3	Texas	\$278,320,107	32	Idaho	\$20,844,974
4	New York	\$203,437,635	33	New Mexico	\$17,784,632
5	Illinois	\$137,940,620	34	Iowa	\$16,434,421
6	Arizona	\$127,977,700	35	Delaware	\$15,363,401
7	Pennsylvania	\$117,427,238	36	Arkansas	\$14,696,548
8	New Jersey	\$104,087,085	37	Kansas	\$13,900,498
9	Virginia	\$94,037,054	38	Kentucky	\$12,769,949
10	Georgia	\$92,422,609	39	West Virginia	\$11,829,064
11	Washington	\$88,958,679	40	New Hampshire	\$11,339,097
12	North Carolina	\$77,364,165	41	District of Columbia	\$10,645,609
13	Maryland	\$72,384,277	42	Nebraska	\$9,642,093
14	Ohio	\$64,434,384	43	Mississippi	\$9,328,015
15	Massachusetts	\$63,771,718	44	Alaska	\$8,732,051
16	Michigan	\$58,552,106	45	Montana	\$7,917,918
17	Minnesota	\$54,886,221	46	Rhode Island	\$7,377,668
18	Colorado	\$54,454,519	47	Maine	\$7,162,225
19	Missouri	\$52,775,722	48	Wyoming	\$5,689,358
20	Nevada	\$45,239,607	49	Vermont	\$4,880,944
21	Oregon	\$44,271,609	50	North Dakota	\$4,405,702
22	South Carolina	\$43,758,611	51	South Dakota	\$3,804,551
23	Tennessee	\$43,753,076	52	Puerto Rico	\$2,845,110
24	Connecticut	\$38,693,615	53	Guam	\$597,922
25	Indiana	\$37,812,966	54	United States Minor Outlying	\$335,268
26	Alabama	\$33,942,649	55	American Samoa	\$297,660
27	Louisiana	\$31,037,438	56	Virgin Islands, U.S.	\$88,477
28	Hawaii	\$27,965,497	57	Northern Mariana Islands	\$9,489
29	Utah	\$26,101,164			

*Note: This information is based on the total number of complaints from each state, American Territory, and the District of Columbia when the complainant provided state information. Please see Appendix B for more information regarding IC3 data.

THE IC3 RECOVERY ASSET TEAM (RAT)

The FBI IC3 Recovery Asset Team (RAT) was established in February 2018 to streamline communication with financial institutions and assist FBI field offices with the freezing of funds for individuals who made transfers to domestic accounts under fraudulent pretenses.



The RAT functions as a liaison between law enforcement and financial institutions supporting statistical and investigative analysis.

In 2023, the IC3 RAT initiated the Financial Fraud Kill Chain (FFKC) for 626 incidents involving complaints filed by individuals over 60, with a combined total reported loss of \$58,176,605. The RAT was able to freeze \$32,079,603 of the funds with the support of domestic banking partners. The top reported crime types for these specific FFKC incidents were Tech Support scams, BEC scams and BEC scams with a Real Estate nexus, and Investments scams.

Guidance for Individuals who send Wire Transfers

- Contact the originating financial institution as soon as fraud is recognized to request a recall or reversal and a Hold Harmless Letter or Letter of Indemnity.
- File a detailed complaint with www.ic3.gov. It is vital the complaint contain all required data in provided fields, including banking information.
- Never make any payment changes without verifying the change with the intended recipient; verify email addresses are accurate when checking email on a cell phone or other mobile device.

⁴ Accessibility description: Image shows the different stages of a complaint in the RAT process.

COMMON FRAUDS COMMONLY AFFECTING OVER 60 INDIVIDUALS

Call Center Fraud: Tech and Customer Support / Government Impersonation



Illegal call centers defraud thousands of people each year. Two categories of fraud reported to IC3, Tech/Customer Support and Government Impersonation, are responsible for over \$1.3 billion in losses among all complaints reported to IC3.

Call centers overwhelmingly target older adults, to devastating effect. Almost half the complainants reported to be over 60 (40%), and experienced 58% of the losses (almost \$770 million). Complainants over the age of 60 lost more to these scams than all other age groups combined, and reportedly remortgaged/foreclosed homes, emptied retirement accounts, and borrowed from family and friends to cover losses in these scams. Some incidents have resulted in suicide because of shame or loss of sustainable income.

	<u>Complaints</u>	<u>Losses</u>	<u>Trend</u>
Government Impersonation	3,517	\$179,646,103	▲ 32%
Tech and Customer Support	<u>17,696</u>	<u>\$589,759,770</u>	▲ 3%
TOTAL	21,213	\$769,405,872	

In 2023, newer trends identified include the “Phantom Hacker” scam and the use of couriers to retrieve cash and precious metals from individuals in call center-related scams. Additional information regarding “Phantom Hacker” is available in the published I-091223-PSA .

The use of cash, gold, and other precious metals by criminals are increasing. Criminals instruct individuals, many of whom are senior citizens, to protect their funds by liquidating their assets into cash and/or buy gold, silver, or other precious metals. Criminals then arrange for couriers to meet in-person to pick up the cash or precious metals. From May to December 2023, the IC3 saw an uptick in this activity with aggregated losses over \$55 million.

IC3 2023 PSAs Related to Tech/Customer Support and Government Impersonation

- ["Phantom Hacker" Scams Target Senior Citizens and Result in Victims Losing their Life Savings](#)
- [Increase in Tech Support Scams Targeting Older Adults and Directing Victims to Send Cash through Shipping Companies](#)
- [Criminals Pose as Chinese Authorities to Target US-based Chinese Community](#) ([简体中文版](#)) ([繁體中文版](#))

Investment



Investment fraud involves complex financial crimes often characterized as low-risk investments with guaranteed returns. They comprise of advanced fee frauds, Ponzi schemes, pyramid schemes, market manipulation fraud, real estate investing, and trust-based investing such as cryptocurrency investment scams. More than 6,400 complaints from individuals over the age of 60 reported losses over \$1.2 billion to these schemes.

Most cryptocurrency investment scams are socially engineered and trust-enabled, usually initiating through a romance or confidence scam, and evolving into cryptocurrency investment scam. Criminals often target individuals using dating applications, social media platforms, professional networking sites, or encrypted messaging applications. Criminals use fictitious identities to develop relationships and establish rapport with targeted individuals.

IC3 publications in 2023 Related to Investment Fraud

- [The FBI Warns of a Spike in Cryptocurrency Investment Schemes](#)
- [FBI Guidance for Cryptocurrency Scam Victims](#)
- [Increase in Companies Falsely Claiming an Ability to Recover Funds Lost in Cryptocurrency Investment Scams](#)
- [Criminals Pose as Non-Fungible Token \(NFT\) Developers to Target Internet Users with an Interest in NFT Acquisition \(ic3.gov\)](#)

Confidence/Romance Scams



Confidence/Romance scams encompass those designed to pull on an individual’s “heartstrings”. In 2023, the IC3 received reports from 6,740 individuals over the age of 60 who experienced almost \$357 million in losses to Confidence/Romance scams.

Romance scams occur when a criminal adopts a fake online identity to gain an individual’s affection or confidence. The scammer uses the illusion of a romantic or close relationship to manipulate and/or steal from an individual. The criminals will seem genuine, caring, and believable, with the intent to quickly establish a relationship and endear themselves to someone. They gain trust and eventually will ask for money. Scam artists often claim to be serving in the military or employed in a trade-based industry engaged in projects outside the U.S. This makes it easier to avoid meeting in person, and more plausible when they request money be sent overseas for a medical emergency or unexpected legal fee.

Also contained within this category are Grandparent Scams, which occur when a criminal impersonates a panicked loved one, usually a grandchild, nephew, or niece of an older person, and claims to be in trouble and needs money immediately. In 2023, the IC3 received over 200 complaints from people over the age of 60 reporting Grandparent Scams, with approximate losses of \$2.3 million.

Sometimes, confidence/romance scams can evolve into sextortion if the individual has provided illicit pictures to the scammer. In 2023, complainants over the age of 60 reported 3,318 sextortion complaints with reported losses over \$6 million.

IC3 2023 PSA Related to Confidence/Romance Fraud

- [FBI Warns of Scammers Targeting Senior Citizens in Grandparent Scams and Demanding Funds by Wire, Mail, or Couriers](#)

Cryptocurrency



In 2023, the IC3 received over 15,000 complaints from individuals over the age of 60 involving the use of cryptocurrency, such as Bitcoin, Ethereum, Litecoin, or Ripple. Losses to these complaints totaled over \$1.1 billion.

The largest losses among complainants over the age of 60 are from cryptocurrency investment scams, which account for approximately 64% of all losses related to cryptocurrency for this age group. Call center fraud, such as Tech and Customer Support scams and Government Impersonation, are second with approximately 16% of losses associated with cryptocurrency.

The use of cryptocurrency ATMs and kiosks has continued to increase as a payment mechanism, especially among Tech and Customer Support, Government Impersonation, and Confidence/Romance scams. Scammers convince targeted individuals to withdraw large sums of cash and deposit into cryptocurrency ATMs or kiosks at locations provided by the scammers. Once cash is deposited and converted into cryptocurrency, the scammer transfers it to other cryptocurrency accounts. Over 2,000 complaints were filed by individuals over the age of 60 regarding the use of cryptocurrency ATMs and kiosks.

COMPLAINTS FILE BY INDIVIDUALS OVER 60 WITH A CRYPTOCURRENCY NEXUS			
Crime Type	Count	Crime Type	Count
Investment	3,292	Lottery/Sweepstakes/Inheritance	57
Tech Support	2,076	Employment	50
Extortion	1,963	Ransomware	36
Confidence/Romance	810	Overpayment	30
Personal Data Breach	792	BEC	16
Government Impersonation	223	Real Estate	15
Spoofing	178	Data Breach	9
Advanced Fee	175	Malware	9
Credit Card/Check Fraud	144	Harassment/Stalking	6
Phishing	140	IPR/Copyright and Counterfeit	5
Non-payment/Non-Delivery	134	Threats of Violence	3
SIM Swap	98	Botnet	2
Identity Theft	97	Crimes Against Children	1
Other	71		

COMPLAINTS FILED BY INDIVIDUALS OVER 60 LOSSES WITH A CRYPTOCURRENCY NEXUS			
Crime Type	Loss	Crime Type	Loss
Investment	\$716,466,087	Lottery/Sweepstakes/Inheritance	\$3,517,513
Tech Support	\$166,138,710	Other	\$3,479,107
Confidence/Romance	\$93,483,020	Extortion	\$3,461,352
Personal Data Breach	\$58,734,792	Employment	\$956,324
Government Impersonation	\$19,955,542	Overpayment	\$499,037
SIM Swap	\$11,211,168	BEC	\$465,534
Phishing	\$5,603,806	Malware	\$69,963
Spoofing	\$5,315,101	Harassment/Stalking	\$51,240
Advanced Fee	\$4,902,036	Ransomware	\$37,500
Real Estate	\$4,590,165	Threats of Violence	\$21,769
Credit Card/Check Fraud	\$4,560,408	IPR/Copyright and Counterfeit	\$3,135
Non-payment/Non-Delivery	\$4,526,507	Crimes Against Children	\$1,300
Identity Theft	\$3,816,394	Botnet	0
Data Breach	\$3,622,102		

APPENDIX A: DEFINITIONS

Advanced Fee: An individual pays money to someone in anticipation of receiving something of greater value in return, but instead, receives significantly less than expected or nothing.

Business Email Compromise (BEC): BEC is a scam targeting businesses or individuals working with suppliers and/or businesses regularly performing wire transfer payments. These sophisticated scams are carried out by fraudsters by compromising email accounts and other forms of communication such as phone numbers and virtual meeting applications, through social engineering or computer intrusion techniques to conduct unauthorized transfer of funds.

Botnet: A botnet is a group of two or more computers controlled and updated remotely for an illegal purchase such as a Distributed Denial of Service or Telephony Denial of Service attack or other nefarious activity.

Confidence/Romance: An individual believes they are in a relationship (family, friendly, or romantic) and are tricked into sending money, personal and financial information, or items of value to the perpetrator or to launder money or items to assist the perpetrator. This includes the Grandparent's Scheme and any scheme in which the perpetrator preys on the complainant's "heartstrings."

Credit Card Fraud/Check Fraud: Credit card fraud is a wide-ranging term for theft and fraud committed using a credit card or any similar payment mechanism (ACH, EFT, recurring charge, etc.) as a fraudulent source of funds in a transaction.

Crimes Against Children: Anything related to the exploitation of children, including child abuse.

Data Breach: A data breach in the cyber context is the use of a computer intrusion to acquire confidential or secured information. This does not include computer intrusions targeting personally owned computers, systems, devices, or personal accounts such as social media or financial accounts.

Employment: An individual believes they are legitimately employed and loses money, or launders money/items during the course of their employment.

Extortion: Unlawful extraction of money or property through intimidation or undue exercise of authority. It may include threats of physical harm, criminal prosecution, or public exposure.

Government Impersonation: A government official is impersonated in an attempt to collect money.

Harassment/Stalking: Repeated words, conduct, or action that serve no legitimate purpose and are directed at a specific person to annoy, alarm, or distress that person. Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his/her safety or the safety of others or suffer substantial emotional distress.

Identity Theft: Someone steals and uses personal identifying information, like a name or Social Security number, without permission to commit fraud or other crimes and/or (account takeover) a fraudster obtains account information to perpetrate fraud on existing accounts.

Investment: Deceptive practice that induces investors to make purchases based on false information. These scams usually offer large returns with minimal risk. (Retirement, 401K, Ponzi, Pyramid, etc.).

IPR/Copyright and Counterfeit: The illegal theft and use of others' ideas, inventions, and creative expressions – what's called intellectual property – everything from trade secrets and proprietary products and parts to movies, music, and software.

Lottery/Sweepstakes/Inheritance: An Individual is contacted about winning a lottery or sweepstakes they never entered, or to collect on an inheritance from an unknown relative.

Malware: Software or code intended to damage, disable, or capable of copying itself onto a computer and/or computer systems to have a detrimental effect or destroy data.

Non-Payment/Non-Delivery: Goods or services are shipped, and payment is never rendered (non-payment). Payment is sent, and goods or services are never received, or are of lesser quality (non-delivery).

Overpayment: An individual is sent a payment/commission and is instructed to keep a portion of the payment and send the remainder to another individual or business.

Personal Data Breach: A leak/spill of personal data which is released from a secure location to an untrusted environment. Also, a security incident in which an individual's sensitive, protected, or confidential data is copied, transmitted, viewed, stolen, or used by an unauthorized individual.

Phishing/Spoofing: The use of unsolicited email, text messages, and telephone calls purportedly from a legitimate company requesting personal, financial, and/or login credentials.

Ransomware: A type of malicious software designed to block access to a computer system until money is paid.

Real Estate: Loss of funds from a real estate investment or fraud involving rental or timeshare property.

SIM Swap: The use of unsophisticated social engineering techniques against mobile service providers to transfer a person's phone service to a mobile device in the criminal's possession.

Tech Support: Subject posing as technical or customer support/service.

Threats of Violence: An expression of an intention to inflict pain, injury, self-harm, or death not in the context of extortion.

APPENDIX B: ADDITIONAL INFORMATION ABOUT IC3 DATA

- As appropriate, complaints are reviewed by IC3 analysts, who apply descriptive data, such as crime type and adjusted loss.
- Descriptive data for complaints, such as crime type or loss, is variable and can evolve based upon investigative or analytical proceedings. Statistics are an assessment taken at a point in time, which may change.
- Each complaint will only have one crime type.
- Complainant is identified as the individual filing a complaint.
- Some complainants may have filed more than once, creating a possible duplicate complaint.
- All location-based reports are generated from information entered when known/provided by the complainant.
- Losses reported in foreign currencies are converted to U.S. dollars when possible.
- Complaint counts represent the number of individual complaints received from each state and do not represent the number of individuals filing a complaint.

APPENDIX C: PUBLIC SERVICE ANNOUNCEMENTS PUBLISHED IN 2023

TITLE	PUBLISHED
Scammers Targeting Owners of Timeshares in Mexico	3/3/2023
Criminals Steal Cryptocurrency through Play-to-Earn Games	3/9/2023
The FBI Warns of a Spike in Cryptocurrency Investment Schemes	3/14/2023
Business Email Compromise Tactics Used to Facilitate the Acquisition of Commodities and Defrauding Vendors	3/24/2023
For-Profit Companies Charging Sextortion Victims for Assistance and Using Deceptive Tactics to Elicit Payments	4/7/2023
Criminals Pose as Chinese Authorities to Target US-based Chinese Community	4/10/2023
Multinational Non-Governmental Organizations Potentially Exploited in Aftermath of Earthquakes Affecting Turkey and Syria	4/28/2023
The FBI Warns of False Job Advertisements Linked to Labor Trafficking at Scam Compounds	5/22/2023
Business Email Compromise: The \$50 Billion Scam	6/9/2023
Malicious Actors Manipulating Photos and Videos to Create Explicit Content and Sextortion Schemes (ic3.gov)	7/5/2023
Increase in Tech Support Scams Targeting Older Adults and Directing Victims to Send Cash through Shipping Companies	7/18/2023
Criminals Pose as Non-Fungible Token (NFT) Developers to Target Internet Users with an Interest in NFT Acquisition	8/4/2023
Increase in Companies Falsely Claiming an Ability to Recover Funds Lost in Cryptocurrency Investment Scams	8/11/2023
Cyber Criminals Targeting Victims through Mobile Beta-Testing Applications (ic3.gov)	8/14/2023
FBI Guidance for Cryptocurrency Scam Victims	8/24/2023
Violent Online Groups Extort Minors to Self-Harm and Produce Child Sexual Abuse Material	9/12/2023
"Phantom Hacker" Scams Target Senior Citizens and Result in Victims Losing their Life Savings	9/29/2023
Situation in Israel	10/10/2023
Cybercriminals are Targeting Plastic Surgery Offices and Patients	10/17/2023
Additional Guidance on the Democratic People's Republic of Korea Information Technology Workers	10/18/2023
Scammers Solicit Fake Humanitarian Donations	10/24/2023
Threats Associated with the Israel-HAMAS Conflict	10/26/2023
2023 Holiday Shopping Scams	11/15/2023
FBI Warns of Scammers Targeting Senior Citizens in Grandparent Scams and Demanding Funds by Wire, Mail, or Couriers	11/17/2023
Threat of Violence Likely Heightened Throughout Winter	12/12/2023

CITY OF LIVINGSTON

REGIONAL WATER SYSTEM PRELIMINARY ENGINEERING REPORT

AUGUST 2024



OVERVIEW

- Existing System Summary
- Improvement Alternatives
- Project Schedule
- Public Outreach
- Introduction to Bennett Street Water Loop Extension

EXISTING SYSTEM

- Green Acres Subdivision is connected to the City's public water system.
- Montague Subdivision and Sleeping Giant Development water supply is private wells.

EXISTING SYSTEM-GREEN ACRES

- **Dead Ends**
 - Present throughout Green Acres water system
 - Cause water stagnation, negatively impact water quality
 - Main replacement/breaks can cause multiple homes to be without water
- **Inadequate Isolation**
 - Not enough isolation valves
- **Water Services Across Adjacent Property**
 - Tana Lane, Spruce Lane, and Chestnut Lane home's water service crosses neighbor's property
- **Fragile, A-C water mains**

EXISTING SYSTEM- MONTAGUE AND SLEEPING GIANT

- Not currently on public water system
- Private wells
- Historic septic tanks in the region.
 - Put groundwater quality at risk

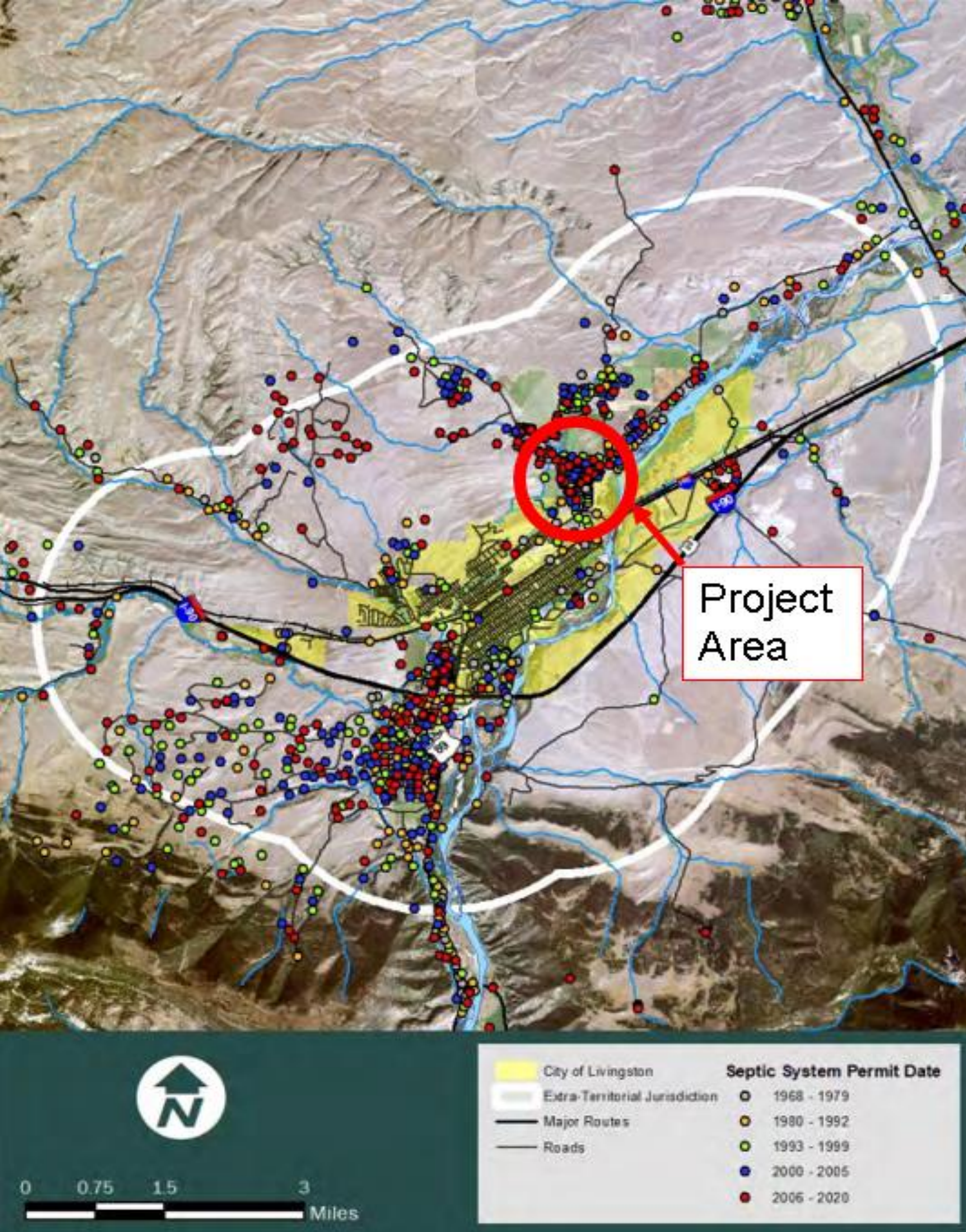
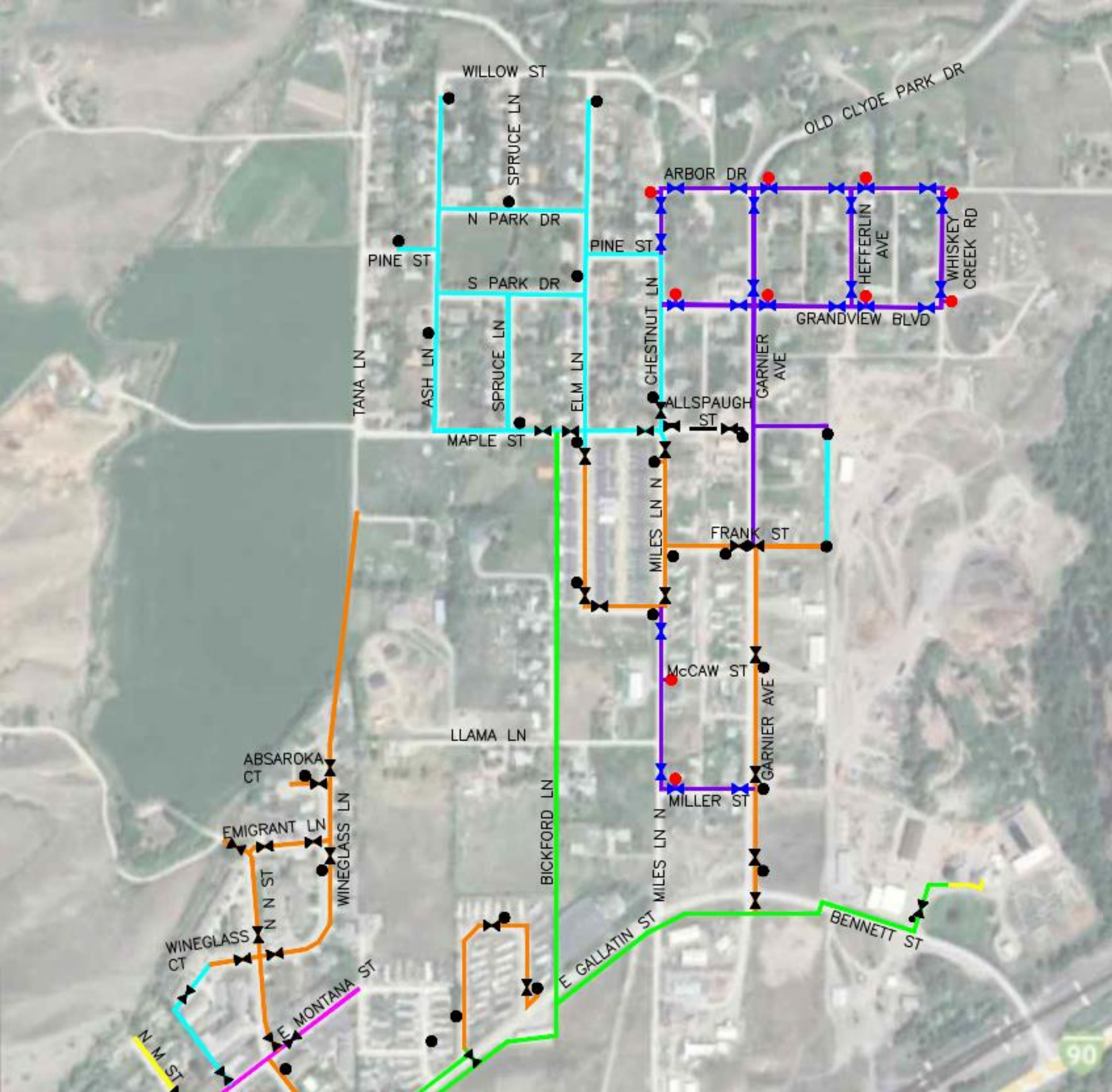


Figure 2-2: Issued Septic Permits-1968 through 2020

ALTERNATIVE 1

- NEW 8-INCH MAIN EXTENDING NORTH ALONG GARNIER AVENUE
- NEW 8-INCH MAINS WITHIN SLEEPING GIANT AND MONTAGUE SUBDIVISION
- NEW VALVES AND FIRE HYDRANTS
- NO IMPROVEMENTS TO GREEN ACRES



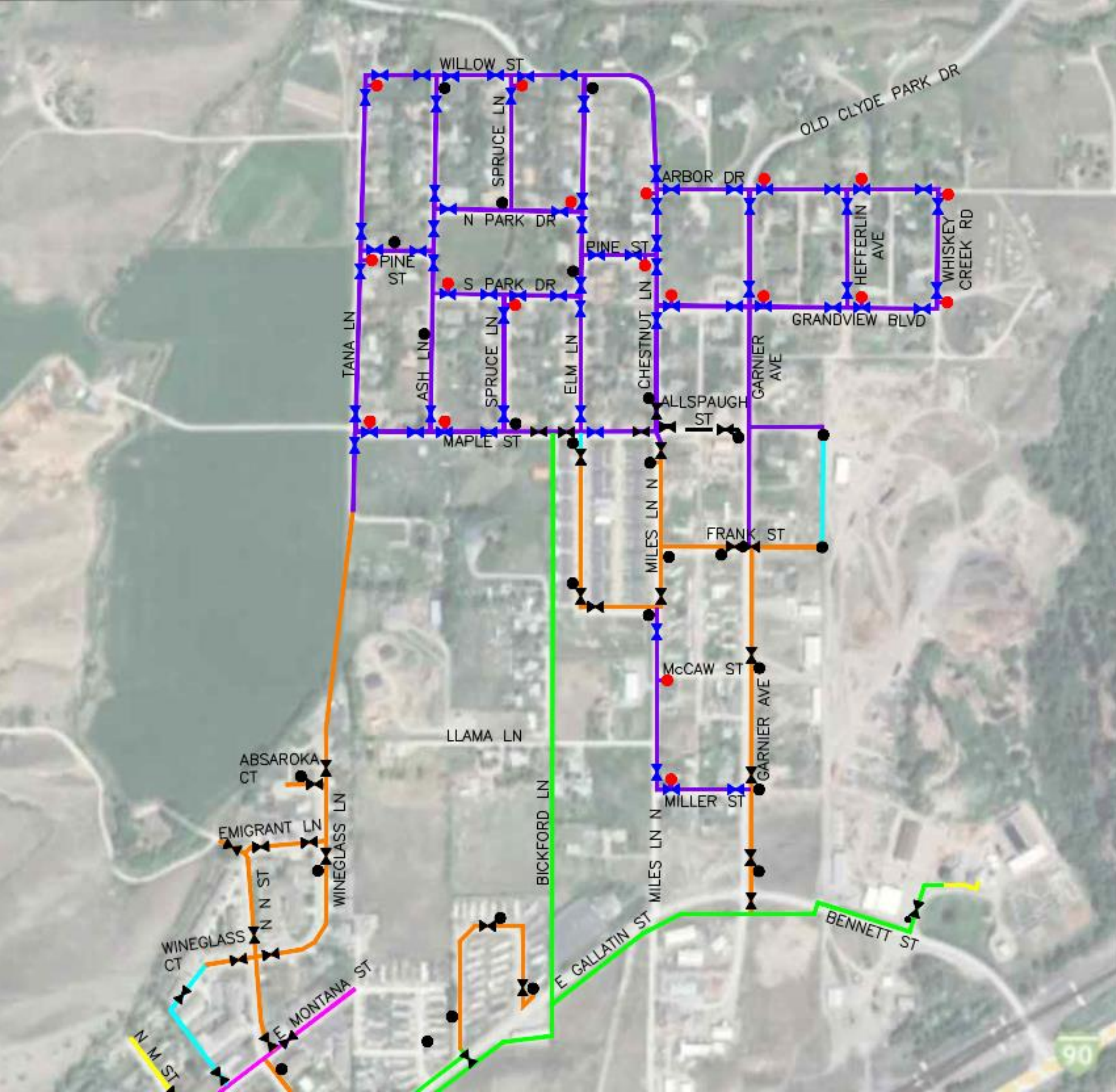
LEGEND

- 4-INCH
- 6-INCH
- 8-INCH
- 10-INCH
- 12-INCH
- - - UNKNOWN
- NEW 6-INCH
- NEW 8-INCH
- NEW HYDRANT
- ⋈ NEW VALVE
- HYDRANT
- ⋈ VALVE



ALTERNATIVE 2

- NEW 8-INCH MAIN ALONG GARNIER AVENUE AND CHESTNUT AVENUE
- NEW 8-INCH MAINS WITHIN GREEN ACRES, SLEEPING GIANT AND MONTAGUE SUBDIVISION
- LOOPING MAINS IN GREEN ACRES
- NEW VALVES AND FIRE HYDRANTS



LEGEND

	4-INCH
	6-INCH
	8-INCH
	10-INCH
	12-INCH
	UNKNOWN
	NEW 6-INCH
	NEW 8-INCH
	NEW HYDRANT
	NEW VALVE
	HYDRANT
	VALVE

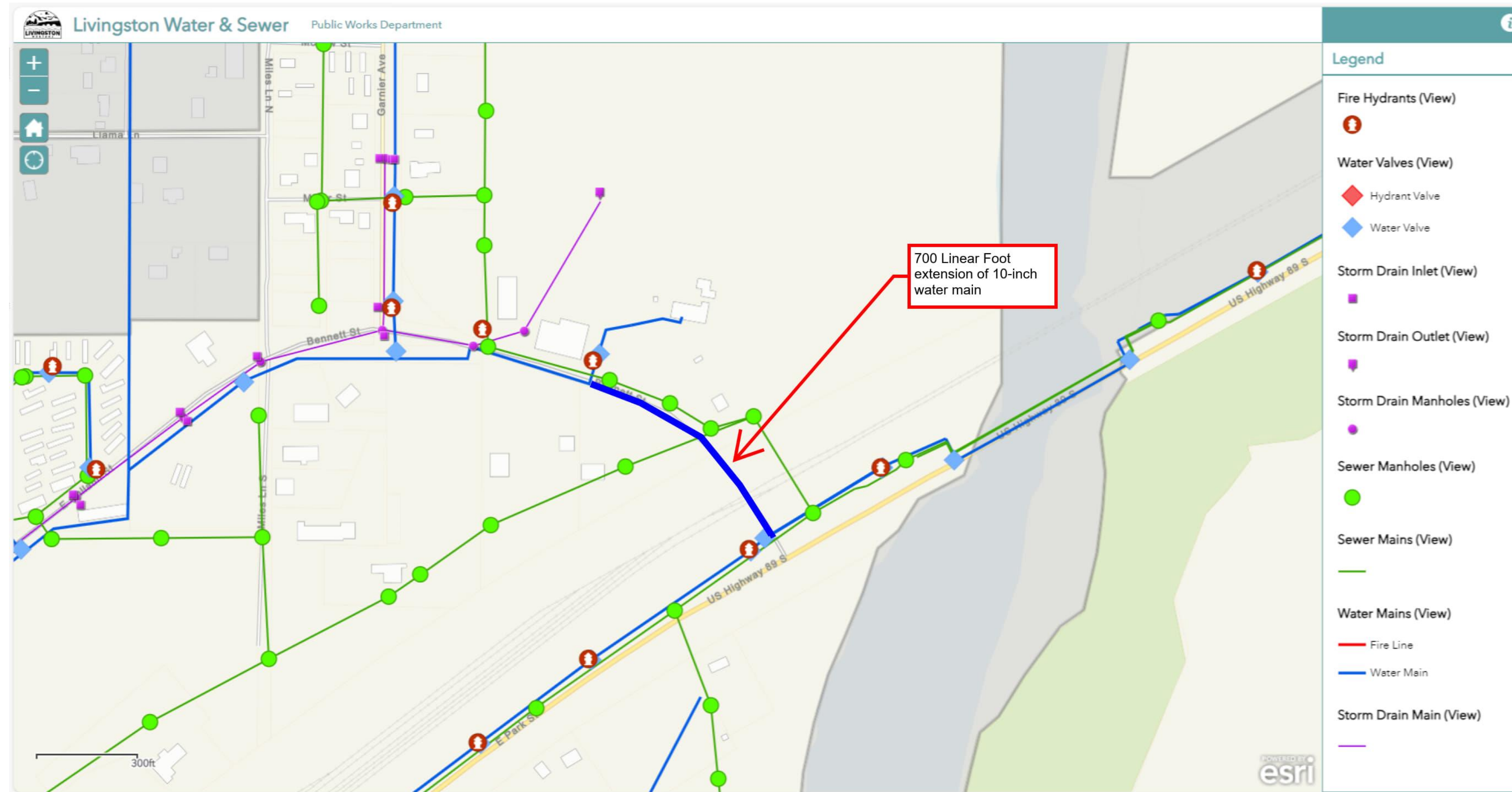
PROJECT SCHEDULE (PER)

- Kickoff Meeting: August 2024
- Data Review and Analysis: September 2024
- Develop PER and Public Meetings: September/October 2024
- Public Hearings and Finalize PER: November/December 2024
- Construction Start: TBD

PUBLIC OUTREACH (PER)

- Schedule a total of three public meetings to involve residents in preliminary phases of the project similar to the effort for the Regional Sewer Extension project
- Work with NeighborWorks and residents on the Sleeping Giant Community
- Gain historical knowledge and information from residents regarding existing system
- Pursue all potential funding sources for project budget

BENNETT LOOP WATER EXTENSION



QUESTIONS?

Matt McGee, PE, TD&H

Matt.McGee@tdhengineering.com

Shannon Holmes, Public Works Director, City of Livingston

Sholmes@livingstonmontana.org

File Attachments for Item:

B. APPROVAL OF CLAIMS PAID 9/12/24 - 9/25/24

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	68887	Oil Change	09/12/2024	90.00	90.00	09/24/2024
22	ALL SERVICE TIRE & ALIGNME	68902	Flat repair	09/16/2024	6.00	6.00	09/24/2024
Total ALL SERVICE TIRE & ALIGNMENT:					96.00	96.00	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10308622	SUPPLIES	09/12/2024	30.88	30.88	09/18/2024
Total ALPINE ELECTRONICS RADIO SHACK:					30.88	30.88	
ALSCO							
10005	ALSCO	LBIL1973803	TOWEL SERVICE	09/04/2024	26.70	26.70	09/24/2024
10005	ALSCO	LBIL1974372	330 BENNETT	09/06/2024	15.90	15.90	09/18/2024
10005	ALSCO	LBIL1974372	330 BENNETT	09/06/2024	15.90	15.90	09/18/2024
10005	ALSCO	LBIL1974372	330 BENNETT	09/06/2024	15.91	15.91	09/18/2024
10005	ALSCO	LBIL1974372	330 BENNETT	09/06/2024	15.91	15.91	09/18/2024
Total ALSCO:					90.32	90.32	
AMERICAN AUTOMOTIVE							
3378	AMERICAN AUTOMOTIVE	7219	BRAKE PADS	09/13/2024	753.79	753.79	09/24/2024
Total AMERICAN AUTOMOTIVE:					753.79	753.79	
BALCO UNIFORM COMPANY, INC.							
3371	BALCO UNIFORM COMPANY, IN	80689	NAMEPLATES	08/26/2024	82.00	82.00	09/24/2024
3371	BALCO UNIFORM COMPANY, IN	80866	NAMEPLATES	09/09/2024	10.00	10.00	09/24/2024
3371	BALCO UNIFORM COMPANY, IN	80942	Uniform-oneill	09/17/2024	332.20	332.20	09/24/2024
Total BALCO UNIFORM COMPANY, INC.:					424.20	424.20	
BLACKSTONE PUBLISHING							
2219	BLACKSTONE PUBLISHING	2167294	2 AUDIOBOOKS	08/23/2024	80.00	80.00	09/24/2024
Total BLACKSTONE PUBLISHING:					80.00	80.00	
BNSF RAILWAY COMPANY							
10006	BNSF RAILWAY COMPANY	24009122	BF71441	09/11/2024	100.00	100.00	09/24/2024
10006	BNSF RAILWAY COMPANY	24009188	NP88715	09/11/2024	100.00	100.00	09/24/2024
Total BNSF RAILWAY COMPANY:					200.00	200.00	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	85298583	Patient Supplies	04/01/2024	359.98	359.98	09/18/2024
Total BOUND TREE MEDICAL, LLC:					359.98	359.98	
BOZEMAN TROPHY & ENGRAVING							
967	BOZEMAN TROPHY & ENGRAVI	29356	RETIREMENT PLAQUE	09/18/2024	97.75	97.75	09/24/2024
Total BOZEMAN TROPHY & ENGRAVING:					97.75	97.75	
BRIDGER ANALYTICAL LAB							
3820	BRIDGER ANALYTICAL LAB	2408314	ANALYSIS	08/16/2024	288.00	288.00	09/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BRIDGER ANALYTICAL LAB:					288.00	288.00	
BRUCO, INC.							
782	BRUCO, INC.	426684	GYM RECOATING	08/20/2024	4,628.00	4,628.00	09/18/2024
Total BRUCO, INC.:					4,628.00	4,628.00	
CARDINAL TRACKING INC							
10006	CARDINAL TRACKING INC	136734	CONTRACT	09/14/2024	552.00	552.00	09/18/2024
Total CARDINAL TRACKING INC:					552.00	552.00	
CHARTER COMMUNICATIONS							
3440	CHARTER COMMUNICATIONS	172677901080	ELEVATOR PHOBE	08/07/2024	49.99	49.99	09/18/2024
3440	CHARTER COMMUNICATIONS	172677901090	ELEVATOR PHONE	09/04/2024	49.99	49.99	09/24/2024
Total CHARTER COMMUNICATIONS:					99.98	99.98	
COMDATA							
2671	COMDATA	IB986-2040968	BRZ70	08/01/2024	191.23	191.23	09/18/2024
Total COMDATA:					191.23	191.23	
CRESCENDO PLANNING & DESIGN LLC							
10005	CRESCENDO PLANNING & DES	23002-LDMP-0	PROFESSIONAL SERVICES	09/13/2024	15,229.13	15,229.13	09/24/2024
Total CRESCENDO PLANNING & DESIGN LLC:					15,229.13	15,229.13	
CULLIGAN WATER CONDIITIONING							
10000	CULLIGAN WATER CONDIITIONI	575X02095808	SERVICE CALL	08/31/2024	245.00	245.00	09/24/2024
Total CULLIGAN WATER CONDIITIONING:					245.00	245.00	
DELL MARKETING L.P.							
745	DELL MARKETING L.P.	10771931570	MONITOR-BRUMMEL	09/16/2024	143.83	143.83	09/18/2024
Total DELL MARKETING L.P.:					143.83	143.83	
DEMCO INC							
199	DEMCO INC	7506396	Book Prep Supplies	07/12/2024	141.94	141.94	09/18/2024
199	DEMCO INC	7519529	Book Prep Supplies	08/13/2024	154.36	154.36	09/24/2024
199	DEMCO INC	7523177	Book Prep Supplies	08/21/2024	86.11	86.11	09/24/2024
199	DEMCO INC	7523180	Book Prep Supplies	08/21/2024	59.13	59.13	09/24/2024
Total DEMCO INC:					441.54	441.54	
DENVER FORENSIC PSYCHOLOGICAL SERVICES							
10006	DENVER FORENSIC PSYCHOL	000139	EVALUATION	08/09/2024	600.00	600.00	09/18/2024
Total DENVER FORENSIC PSYCHOLOGICAL SERVICES:					600.00	600.00	
DIVISION OF MOTORIST SERVICES							
10006	DIVISION OF MOTORIST SERVI	2024.9.18	DRIVER HISTORY	09/18/2024	10.00	10.00	09/18/2024
Total DIVISION OF MOTORIST SERVICES:					10.00	10.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
EMERALD SERVICES INC.							
3380	EMERALD SERVICES INC.	95323926	OIL SERVICES	08/30/2024	315.58	315.58	09/18/2024
Total EMERALD SERVICES INC.:					315.58	315.58	
ENCODE CORPORATION							
1548	ENCODE CORPORATION	45390	QUARTERLY HAVAC MAINT	08/02/2024	1,988.00	1,988.00	09/18/2024
Total ENCODE CORPORATION:					1,988.00	1,988.00	
FARSTAD OIL							
3353	FARSTAD OIL	119729	Diesel 214G	09/09/2024	625.74	625.74	09/24/2024
3353	FARSTAD OIL	119734	Diesel 612G	09/11/2024	1,760.11	1,760.11	09/24/2024
3353	FARSTAD OIL	119753	Diesel 228G	09/12/2024	651.17	651.17	09/24/2024
Total FARSTAD OIL:					3,037.02	3,037.02	
FISHER SAND AND GRAVEL							
2904	FISHER SAND AND GRAVEL	12119	ROUND NATURAL	11/18/2023	331.80	331.80	09/18/2024
2904	FISHER SAND AND GRAVEL	28853	WASHED SAND, CHIPS	08/06/2024	13,331.02	13,331.02	09/24/2024
2904	FISHER SAND AND GRAVEL	30472	ROAD MIX	08/24/2024	6,719.68	6,719.68	09/24/2024
2904	FISHER SAND AND GRAVEL	6481	Con ROCK	09/09/2023	388.65	388.65	09/18/2024
Total FISHER SAND AND GRAVEL:					20,771.15	20,771.15	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	1172891	CLAMP	09/05/2024	36.81	36.81	09/18/2024
2516	FRONTLINE AG SOLUTIONS, LL	1173824	FUEL RAIL PRESSURE	09/09/2024	906.90	906.90	09/24/2024
Total FRONTLINE AG SOLUTIONS, LLC:					943.71	943.71	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	0001413666	Acetylene	08/31/2024	36.83	36.83	09/24/2024
Total GENERAL DISTRIBUTING COMPANY:					36.83	36.83	
GRONDAHL RECREATION INC							
10004	GRONDAHL RECREATION INC	24L726	BLEACHERS	09/01/2024	9,874.00	9,874.00	09/24/2024
Total GRONDAHL RECREATION INC:					9,874.00	9,874.00	
HANSER'S AUTOMOTIVE & WRECKER							
1687	HANSER'S AUTOMOTIVE & WR	LIV5423	Towing-GMC	05/06/2024	100.00	100.00	09/18/2024
1687	HANSER'S AUTOMOTIVE & WR	LIV5460	Towing-NISSAN	05/20/2024	100.00	100.00	09/18/2024
Total HANSER'S AUTOMOTIVE & WRECKER:					200.00	200.00	
HEATHER'S GARDEN SERVICE							
10004	HEATHER'S GARDEN SERVICE	2023.10.18	CLEANUP	10/18/2023	3,922.30	3,922.30	09/24/2024
10004	HEATHER'S GARDEN SERVICE	2024.6.18	WEEDED BEDS	06/18/2024	494.65	494.65	09/24/2024
10004	HEATHER'S GARDEN SERVICE	2024.7.2	GARDEN SERVICE	07/02/2024	265.85	265.85	09/24/2024
Total HEATHER'S GARDEN SERVICE:					4,682.80	4,682.80	
HILLYARD OF MONTANA							
63	HILLYARD OF MONTANA	605546612	Supplies	07/26/2024	269.08	269.08	09/18/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HILLYARD OF MONTANA:					269.08	269.08	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	009357	GAUGE	08/27/2024	19.94	19.94	09/24/2024
1920	HORIZON AUTO PARTS	010107	FILTERS	09/05/2024	133.63	133.63	09/18/2024
1920	HORIZON AUTO PARTS	010632	WELDING GLOVES	09/11/2024	12.49	12.49	09/24/2024
1920	HORIZON AUTO PARTS	010745	HOSE CONNECTOR	09/12/2024	6.09	6.09	09/24/2024
1920	HORIZON AUTO PARTS	011096	AIR FILTER	09/16/2024	12.82	12.82	09/24/2024
Total HORIZON AUTO PARTS:					184.97	184.97	
INFOUSA MARKETING, INC.							
10001	INFOUSA MARKETING, INC.	10004230570	POLK CITY DIRECTORY	07/11/2024	297.40	297.40	09/18/2024
Total INFOUSA MARKETING, INC.:					297.40	297.40	
INGRAM LIBRARY SERVICE							
1539	INGRAM LIBRARY SERVICE	82769879	2 Books	07/16/2024	45.48	45.48	09/18/2024
Total INGRAM LIBRARY SERVICE:					45.48	45.48	
JORDAN BRUMMEL							
10002	JORDAN BRUMMEL	2024.9.4	REIMB-TRAVEL	09/04/2024	171.52	171.52	09/18/2024
Total JORDAN BRUMMEL:					171.52	171.52	
JUNIOR LIBRARY GUILD							
798	JUNIOR LIBRARY GUILD	687679	12 BOOKS	07/11/2024	77.00	77.00	09/18/2024
798	JUNIOR LIBRARY GUILD	688273	JR BOOK PLAN	07/15/2024	3,405.84	3,405.84	09/18/2024
Total JUNIOR LIBRARY GUILD:					3,482.84	3,482.84	
KELLEY CREATE							
10006	KELLEY CREATE	37347313	AGREEMENT 112-1689019	09/02/2024	402.92	402.92	09/18/2024
10006	KELLEY CREATE	I1705159	JH206696	08/02/2024	25.51	25.51	09/18/2024
10006	KELLEY CREATE	I1707185	JH16535	08/06/2024	137.46	137.46	09/18/2024
10006	KELLEY CREATE	IN1734564	JH13332	09/05/2024	35.92	35.92	09/18/2024
10006	KELLEY CREATE	IN1734564	JH13332	09/05/2024	35.92	35.92	09/18/2024
10006	KELLEY CREATE	IN1734564	JH13332	09/05/2024	35.92	35.92	09/18/2024
10006	KELLEY CREATE	IN1734564	JH13332	09/05/2024	35.95	35.95	09/18/2024
Total KELLEY CREATE:					709.60	709.60	
KEN'S EQUIPMENT REPAIR, INC							
1390	KEN'S EQUIPMENT REPAIR, IN	53398	Data Link	08/29/2024	220.00	220.00	09/18/2024
1390	KEN'S EQUIPMENT REPAIR, IN	62672	PARKING BRAKE	04/23/2024	506.80	506.80	09/24/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63210	TUBE, SLEEVE, INSERT	07/31/2024	18.70	18.70	09/24/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63213	G-2 ARM REPAIRS	07/31/2024	8,374.30	8,374.30	09/18/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63237	BRAKE PULL	08/05/2024	894.50	894.50	09/24/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63241	HOIST CONTROL VALVE	08/06/2024	1,222.50	1,222.50	09/24/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63252	IDLER BEARINGS	08/07/2024	304.15	304.15	09/24/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63292	Data Link	08/14/2024	652.50	652.50	09/24/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63319	DATA LINK	08/19/2024	415.00	415.00	09/18/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63329	LEAKING HYD FITTING	08/20/2024	130.80	130.80	09/18/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63339	RESEAL OIL LEAK	08/21/2024	65.50	65.50	09/18/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63366	CLINIC LIFT GEN	08/26/2024	20.00	20.00	09/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1390	KEN'S EQUIPMENT REPAIR, IN	63387	CONVEX MIRROR	08/28/2024	780.00	780.00	09/18/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63391	TRANS OIL	08/29/2024	45.00	45.00	09/18/2024
1390	KEN'S EQUIPMENT REPAIR, IN	63444	ROLL OFF	09/06/2024	5.15	5.15	09/18/2024
Total KEN'S EQUIPMENT REPAIR, INC:					13,654.90	13,654.90	
KIMBALL MIDWEST							
2863	KIMBALL MIDWEST	102548426	DOT KIT	08/27/2024	1,171.62	1,171.62	09/24/2024
Total KIMBALL MIDWEST:					1,171.62	1,171.62	
LIVINGSTON DAYCARE, LLC							
3407	LIVINGSTON DAYCARE, LLC	2024.10	Parking Lease	09/23/2024	3,000.00	3,000.00	09/24/2024
Total LIVINGSTON DAYCARE, LLC:					3,000.00	3,000.00	
LIVINGSTON UTILITY BILLING							
147	LIVINGSTON UTILITY BILLING	2024.7.31	1012100 228 W CALLENDER	07/31/2024	755.68	755.68	09/18/2024
Total LIVINGSTON UTILITY BILLING:					755.68	755.68	
MICHELE BOYD							
10003	MICHELE BOYD	415300798198	reimb-summer reading program	08/19/2024	80.43	80.43	09/18/2024
Total MICHELE BOYD:					80.43	80.43	
MICROCOMM							
10000	MICROCOMM	19214	2 MILL-BOOSTER STATION ANT	09/06/2024	904.89	904.89	09/24/2024
Total MICROCOMM:					904.89	904.89	
MISC							
99999	MISC	77679546	Refund GAZEBO	09/11/2024	50.00	50.00	09/18/2024
99999	MISC	TK2024-0200	Bond Refund	09/13/2024	515.00	515.00	09/13/2024
99999	MISC	TK2024-0205	Bond Refund	09/13/2024	550.00	550.00	09/13/2024
99999	MISC	TK2024-0316	Bond Refund	09/13/2024	420.00	420.00	09/13/2024
Total MISC:					1,535.00	1,535.00	
MOBILE REPAIR & WELDING, INC							
10	MOBILE REPAIR & WELDING, IN	35479	E85 BLADE	08/26/2024	38.34	38.34	09/24/2024
Total MOBILE REPAIR & WELDING, INC:					38.34	38.34	
MONTANA AIR CARTAGE							
3808	MONTANA AIR CARTAGE	LVQ73124	Courier CONTRACT	07/31/2024	321.75	321.75	09/18/2024
3808	MONTANA AIR CARTAGE	LVQ83124	Courier Service	08/31/2024	297.00	297.00	09/24/2024
Total MONTANA AIR CARTAGE:					618.75	618.75	
MOTOROLA							
2634	MOTOROLA	1411115016	CODY CAMERA LICENSE	09/01/2024	1,560.00	1,560.00	09/24/2024
Total MOTOROLA:					1,560.00	1,560.00	
MOUNTAIN EQUIPMENT TECHNOLOGY, INC							
10001	MOUNTAIN EQUIPMENT TECHN	3785	FLOW VERIFICATION	09/09/2024	2,500.00	2,500.00	09/18/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOUNTAIN EQUIPMENT TECHNOLOGY, INC:					2,500.00	2,500.00	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0107897-1 08/	228 W CALLENDER	08/09/2024	1,382.79	1,382.79	09/18/2024
151	NORTHWESTERN ENERGY	0107897-1 202	228 W CALLENDER	09/10/2024	763.57	763.57	09/24/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	09/13/2024	148.50	148.50	09/24/2024
151	NORTHWESTERN ENERGY	0709793-4 202	City Shop Building 50% 406 Benn	09/13/2024	148.50	148.50	09/24/2024
151	NORTHWESTERN ENERGY	0709794-2 202	WRF 316 Bennett	09/09/2024	82.90	82.90	09/24/2024
151	NORTHWESTERN ENERGY	0709796-7 202	97 View Vista Drive	09/13/2024	6.00	6.00	09/24/2024
151	NORTHWESTERN ENERGY	0709869-2 202	Carol Lane	09/13/2024	122.87	122.87	09/24/2024
151	NORTHWESTERN ENERGY	0709870-0 202	G Street Park - 422 S G	09/13/2024	83.53	83.53	09/24/2024
151	NORTHWESTERN ENERGY	0709871-8 202	Star Addition - Lights	09/13/2024	283.81	283.81	09/24/2024
151	NORTHWESTERN ENERGY	0709873-4 202	800 W Cambridge - Pump Station	09/13/2024	24.48	24.48	09/24/2024
151	NORTHWESTERN ENERGY	0709874-2 202	Werner Addition Pump	09/09/2024	668.92	668.92	09/24/2024
151	NORTHWESTERN ENERGY	0709875-9 202	900 River Drive Pump	09/09/2024	4,261.06	4,261.06	09/24/2024
151	NORTHWESTERN ENERGY	0709876-7 202	132 South B Street - B St Well	09/10/2024	2,275.14	2,275.14	09/24/2024
151	NORTHWESTERN ENERGY	0709878-3 202	227 River Drive - Concessions sta	09/10/2024	98.05	98.05	09/24/2024
151	NORTHWESTERN ENERGY	0709879-1 202	227 River Drive - Softball Field	09/10/2024	8.70	8.70	09/24/2024
151	NORTHWESTERN ENERGY	0709891-6 202	15 Fleshman Creek-Cemetery Wo	09/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	0709892-4 202	40 Water Tower Avenue	09/13/2024	59.16	59.16	09/24/2024
151	NORTHWESTERN ENERGY	0709894-0 202	56 Water Tower	09/09/2024	393.76	393.76	09/24/2024
151	NORTHWESTERN ENERGY	0709914-6 202	1011 River Dr - Edge Water Sewe	09/09/2024	16.04	16.04	09/24/2024
151	NORTHWESTERN ENERGY	0719058-0 202	3 Rogers Lane Lift Station	09/09/2024	66.10	66.10	09/24/2024
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	09/09/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	09/09/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720048-8 202	330 Bennett 1/4	09/09/2024	.00	.00	
151	NORTHWESTERN ENERGY	0720176-7 202	Weimer Park	09/13/2024	51.03	51.03	09/24/2024
151	NORTHWESTERN ENERGY	1134866-1 202	N 2nd & Montana & Chinook	09/13/2024	43.91	43.91	09/24/2024
151	NORTHWESTERN ENERGY	1134879-4 202	N 7th & Montana & Chinook	09/13/2024	21.91	21.91	09/24/2024
151	NORTHWESTERN ENERGY	1155965-5 202	229 River Drive	09/13/2024	11.46	11.46	09/24/2024
151	NORTHWESTERN ENERGY	1290352-2 202	School Flasher Park & 13th	09/13/2024	10.39	10.39	09/24/2024
151	NORTHWESTERN ENERGY	1441030-2 202	D & Geyser Well House	09/10/2024	2,178.51	2,178.51	09/24/2024
151	NORTHWESTERN ENERGY	1452951-5 202	Starlow on Monroe	09/09/2024	222.52	222.52	09/24/2024
151	NORTHWESTERN ENERGY	1493850-0 202	412 W Callender	09/13/2024	42.47	42.47	09/24/2024
151	NORTHWESTERN ENERGY	1498936-2 202	I90 & 89S-ing	09/13/2024	6.30	6.30	09/24/2024
151	NORTHWESTERN ENERGY	1594141-2 202	9th & 10th Lift Station	09/09/2024	35.74	35.74	09/24/2024
151	NORTHWESTERN ENERGY	1613803-4 202	M & N on Callender	09/13/2024	41.89	41.89	09/24/2024
151	NORTHWESTERN ENERGY	1728687-3 202	Transfer Station 408 Bennett Stre	09/09/2024	337.56	337.56	09/24/2024
151	NORTHWESTERN ENERGY	1747570-8 202	D & E on Callender	09/13/2024	23.33	23.33	09/24/2024
151	NORTHWESTERN ENERGY	1747572-4 202	F & G on Callender	09/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	1893530-4 202	600 W Park	09/13/2024	42.62	42.62	09/24/2024
151	NORTHWESTERN ENERGY	1893536-1 202	E Street & Alley	09/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	1893541-1 202	18 W Park	09/13/2024	67.28	67.28	09/24/2024
151	NORTHWESTERN ENERGY	1906055-7 202	815 North 13th - Soccer Fields (Irr	09/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	2023479-5 202	900 W Geyser Street School Light	09/13/2024	6.44	6.44	09/24/2024
151	NORTHWESTERN ENERGY	2023484-5 202	1100 W Geyser Street School Lig	09/13/2024	6.44	6.44	09/24/2024
151	NORTHWESTERN ENERGY	2114861-4 202	132 South B Street Lights	09/13/2024	114.82	114.82	09/24/2024
151	NORTHWESTERN ENERGY	2138754-3 202	G Street Park - Mike Webb Park	09/13/2024	545.13	545.13	09/24/2024
151	NORTHWESTERN ENERGY	2171060-3 202	Scale House 408 Bennett Street	09/13/2024	35.68	35.68	09/24/2024
151	NORTHWESTERN ENERGY	3015965-1 202	330 Bennett - Fire Training Center	09/13/2024	37.67	37.67	09/24/2024
151	NORTHWESTERN ENERGY	3093003-6 202	114 West Summit	09/13/2024	18.97	18.97	09/24/2024
151	NORTHWESTERN ENERGY	3093023-4 202	320 North Main	09/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3093027-5 202	105 West Park	09/13/2024	20.48	20.48	09/24/2024
151	NORTHWESTERN ENERGY	3141997-1 202	C & D on Lewis	09/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3184602-5 202	202 South 2nd	09/13/2024	15.31	15.31	09/24/2024
151	NORTHWESTERN ENERGY	3210240-2 202	616 River Drive	09/13/2024	9.56	9.56	09/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
151	NORTHWESTERN ENERGY	3258086-2 202	2800 East Park Lift Station	09/13/2024	80.57	80.57	09/24/2024
151	NORTHWESTERN ENERGY	3258262-9 202	320 Alpenglow Lift Station	09/09/2024	139.26	139.26	09/24/2024
151	NORTHWESTERN ENERGY	3267010-1 202	330 Bennett - Compactor	09/09/2024	211.06	211.06	09/24/2024
151	NORTHWESTERN ENERGY	3287727-6 202	320 Alpenglow LN-	09/13/2024	39.10	39.10	09/24/2024
151	NORTHWESTERN ENERGY	3386783-9 202	Btwn G and H on Clark	09/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3386845-6 202	Btwn I and K on Callender	09/13/2024	23.92	23.92	09/24/2024
151	NORTHWESTERN ENERGY	3386846-4 202	Btwn 7th and 8th on Summit	09/13/2024	8.12	8.12	09/24/2024
151	NORTHWESTERN ENERGY	3506014-4 202	Brookstone/Elm	09/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3566038-0 202	114 East Callender	09/13/2024	19.60	19.60	09/24/2024
151	NORTHWESTERN ENERGY	3566039-8 202	115 East Lewis	09/13/2024	15.59	15.59	09/24/2024
151	NORTHWESTERN ENERGY	3585235-9 202	New WRF 316 Bennett	09/09/2024	15,420.62	15,420.62	09/24/2024
151	NORTHWESTERN ENERGY	3643752-3 202	115 East Clark	09/13/2024	.00	.00	
151	NORTHWESTERN ENERGY	3643753-1 202	112 East Clark	09/13/2024	34.64	34.64	09/24/2024
151	NORTHWESTERN ENERGY	3678204-3 202	502 River Dr. Pmp	09/10/2024	521.69	521.69	09/24/2024
151	NORTHWESTERN ENERGY	3725873-8 202	340 Bennett	09/13/2024	33.54	33.54	09/24/2024
151	NORTHWESTERN ENERGY	3753023-5 202	410 Bennett Transfer St Shop	09/09/2024	318.14	318.14	09/24/2024
151	NORTHWESTERN ENERGY	3787060-7 202	Green Acres Lights	09/13/2024	72.93	72.93	09/24/2024
151	NORTHWESTERN ENERGY	3787427-8 202	Green Acres	09/13/2024	220.88	220.88	09/24/2024
151	NORTHWESTERN ENERGY	3828216-6 202	203 W Callender	09/13/2024	8.66	8.66	09/24/2024
151	NORTHWESTERN ENERGY	3837245-4 202	220 E PARK	09/12/2024	169.24	169.24	09/24/2024
151	NORTHWESTERN ENERGY	3867654-0 202	2222 Willow Dr. Lt A	09/13/2024	27.86	27.86	09/24/2024
151	NORTHWESTERN ENERGY	3913678-3 202	Green Acres Park -	09/09/2024	299.26	299.26	09/24/2024
151	NORTHWESTERN ENERGY	3950711-6 202	Scenic Drive & Sweetgrass Lane	09/13/2024	45.12	45.12	09/24/2024
151	NORTHWESTERN ENERGY	4094896-0 202	207 Antelope Drive Lift Station (Fe	09/09/2024	24.60	24.60	09/24/2024
151	NORTHWESTERN ENERGY	4134094-4 202	200 E Reservoir	09/13/2024	.00	.00	
Total NORTHWESTERN ENERGY:					32,575.70	32,575.70	
PARK COUNTY							
272	PARK COUNTY	10771590869	MONITOR LIBRARY	09/13/2024	143.83	143.83	09/24/2024
272	PARK COUNTY	2024.7.1	LIBRARY INTERNET	07/01/2024	426.64	426.64	09/24/2024
272	PARK COUNTY	2024.9.24	LIBRARY INTERNET	09/24/2024	4.64	4.64	09/24/2024
272	PARK COUNTY	BH242583	LIBRARY SHARE-COMPUNET	07/22/2024	1,170.96	1,170.96	09/18/2024
Total PARK COUNTY:					1,746.07	1,746.07	
PARK PAINTING LLC							
10006	PARK PAINTING LLC	183914	TAPE & TEXTURE PAINT	09/18/2024	3,000.00	3,000.00	09/18/2024
Total PARK PAINTING LLC:					3,000.00	3,000.00	
REPUBLIC SERVICES #670							
10000	REPUBLIC SERVICES #670	0670-0004810	DISPOSAL/RECYCLING	08/31/2024	73,108.45	73,108.45	09/18/2024
Total REPUBLIC SERVICES #670:					73,108.45	73,108.45	
RIVERSIDE HARDWARE LLC							
3659	RIVERSIDE HARDWARE LLC	232981	GREASE GUN KIT	09/10/2024	269.99	269.99	09/18/2024
Total RIVERSIDE HARDWARE LLC:					269.99	269.99	
SNYDER INDUSTRIES INC							
3827	SNYDER INDUSTRIES INC	528994	Cans	09/03/2024	11,199.20	11,199.20	09/24/2024
Total SNYDER INDUSTRIES INC:					11,199.20	11,199.20	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SPECIAL LUBE							
1814	SPECIAL LUBE	224-280-21789	Oil Change	09/13/2024	64.59	64.59	09/24/2024
1814	SPECIAL LUBE	224-280-21919	Oil Change	09/18/2024	105.31	105.31	09/24/2024
Total SPECIAL LUBE:					169.90	169.90	
SPURLINE, INC.							
3046	SPURLINE, INC.	M23855	Straw BALES	08/13/2024	48.00	48.00	09/24/2024
Total SPURLINE, INC.:					48.00	48.00	
STATE PRINT & MAIL							
3829	STATE PRINT & MAIL	000018127	Envelopes	09/12/2024	1,645.32	1,645.32	09/18/2024
Total STATE PRINT & MAIL:					1,645.32	1,645.32	
SUKUT, LISA							
2583	SUKUT, LISA	135803	REIMB summer reading program	08/19/2024	39.61	39.61	09/18/2024
Total SUKUT, LISA:					39.61	39.61	
SYSTEMS NORTHWEST, LLC							
3311	SYSTEMS NORTHWEST, LLC	17268	FIX BEAM DETECTOR	09/10/2024	560.00	560.00	09/24/2024
3311	SYSTEMS NORTHWEST, LLC	17269	ANNUAL INSPECTION	09/10/2024	745.00	745.00	09/24/2024
Total SYSTEMS NORTHWEST, LLC:					1,305.00	1,305.00	
TARR, MARGARET							
3586	TARR, MARGARET	2024.7.24	REIMB LOS PINOS	07/24/2024	91.00	91.00	09/18/2024
Total TARR, MARGARET:					91.00	91.00	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	62897	ShreADING	09/18/2024	50.80	50.80	09/24/2024
Total TEAR IT UP L.L.C.:					50.80	50.80	
THE MAIN PRINT SHOP							
10006	THE MAIN PRINT SHOP	19590	LEAD SERVICE TRIFOLD	09/12/2024	1,061.94	1,061.94	09/24/2024
10006	THE MAIN PRINT SHOP	19624	BUDGET BOOKS	09/16/2024	1,472.83	1,472.83	09/18/2024
Total THE MAIN PRINT SHOP:					2,534.77	2,534.77	
TORGERSON'S LLC							
10006	TORGERSON'S LLC	P33499	BROOM	08/21/2024	1,969.98	1,969.98	09/24/2024
Total TORGERSON'S LLC:					1,969.98	1,969.98	
US BANK EQUIPMENT FINANCE							
10001	US BANK EQUIPMENT FINANCE	535316624	COPIER	08/06/2024	306.13	306.13	09/18/2024
10001	US BANK EQUIPMENT FINANCE	537532806	PRINTER	09/06/2024	283.43	283.43	09/24/2024
Total US BANK EQUIPMENT FINANCE:					589.56	589.56	
VERIZON WIRELESS							
879	VERIZON WIRELESS	9973400071	SEPT CELLPHONES	09/08/2024	62.25	62.25	09/24/2024
879	VERIZON WIRELESS	9973400071	SEPT CELLPHONES	09/08/2024	47.51	47.51	09/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					229,292.31	229,292.31	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

C. STREET SWEEPER

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
James Willich
Quentin Schwarz
Torrey Lyons

Date: 10/2/2024
To: Chair Kahle and City Commissioners
From: Shannon Holmes, Public Works Director

Staff Report for Purchase of Schwarze M6 Sweeper

Recommendation and Summary

Staff is recommending the Commission Approve the purchase of a new 2023 Schwarze M6 Avalanche mechanical broom sweeper by adopting the following motion:

“I move to approve the purchase of a 2023 Schwarze M6 Avalanche mechanical broom sweeper from Torgerson’s Equipment and authorize the City Manager to sign quote 7414 and purchase order 20117.”

Justification for recommendation:

- Trade in Value: The City has a 2018 Schwarze A7 to trade in for this purchase for \$105,000.00
- Operational Performance: The Street Department would like to return to a mechanical broom sweeper like the M6 Avalanche instead of the regenerative air A7 Tornado unit.
- Procurement Compliance: The City worked directly with Torgerson’s Equipment through Sourcewell to purchase the M6 Avalanche street sweeper.

Introduction and History

In 2018, the City purchased the Schwarze A7 Tornado. It is a regenerative air or vacuum sweeper. This unit has served our community well but has limits due to the vacuum system with our uneven street network, primarily the gutters and valley pans at intersections. The A7 Tornado would lose its vacuum on uneven surfaces and the operator would need to continually resweep those areas. The M6 has a 5-foot-long main mechanical broom gutter brooms with air suspension and in cab adjustments for uneven surfaces or obstacles. The M6 Mechanical broom will be purchased through Sourcewell, a cooperative purchasing entity that procures on behalf of public entities and meets the procurement process of the State of Montana and City of Livingston.

Analysis

The Public Works Department conducted demonstrations of municipal sweepers from both Schwarze and Elgin. The Schwarze M6 Avalanche and Elgin BroomBear both performed admirably during these tests. The financial breakdown is as follows:

- **Elgin BroomBear:**
 - Cost: \$360,296.00
 - Trade-in Value: \$30,000
 - Total Cost: \$330,296.00

- **Schwarze M6 Avalanche:**
 - Cost: \$345,546.00
 - Trade-in Value: \$105,000
 - Total Cost: \$240,546.00

Fiscal Impact

While this is partially budgeted in the FY25 budget, the financials in the Street Maintenance Fund have ample working capital present to make the purchase and not present a negative impact to the fund.

Strategic Alignment

This proposal aligns with the City of Livingston Organizational Goal #3 - Infrastructure: Build and maintain infrastructure now and into the future in a strategic and responsible manner that promotes and sustains existing neighborhoods and accommodates growth. Owning reliable equipment to ensure we maintain or improve our current level of service. New Equipment will ensure our scheduled street sweeping routes are completed in an efficient manner. Maintenance and Operations costs of a new street sweeper will be lower.

Attachments

- Attachment A: Quote # 7414
- Attachment B: Elgin Quote
- Attachment B: Capital Request Form
- Attachment C: Purchase Order



Purchase Order

Number: 20117
 Date: 09/23/2024

Vendor: TORGERSON'S EQUIPMENT
 5900 JACKRABBIT
 BELGRADE MT 59714

Quote Ref: 20117

Quantity	Item #	Description	Unit Cost	Total Cost
1	404538	NEW AVALANCHE SWEEPER	\$345,546.00	\$345,546.00
1	18A7000806	2018 A7 SWEEPER TRADE IN	-105,000.00	\$-105,000.00
			Total	\$240,546.00

The City of Livingston is a tax-exempt political subdivision of the State of Montana.

Please confirm this City of Livingston Purchase Order with Shannon Holmes, at Sholmes@LivingstonMontana.org or (406) 222-5667.

Please Ship Above Listed Items to:

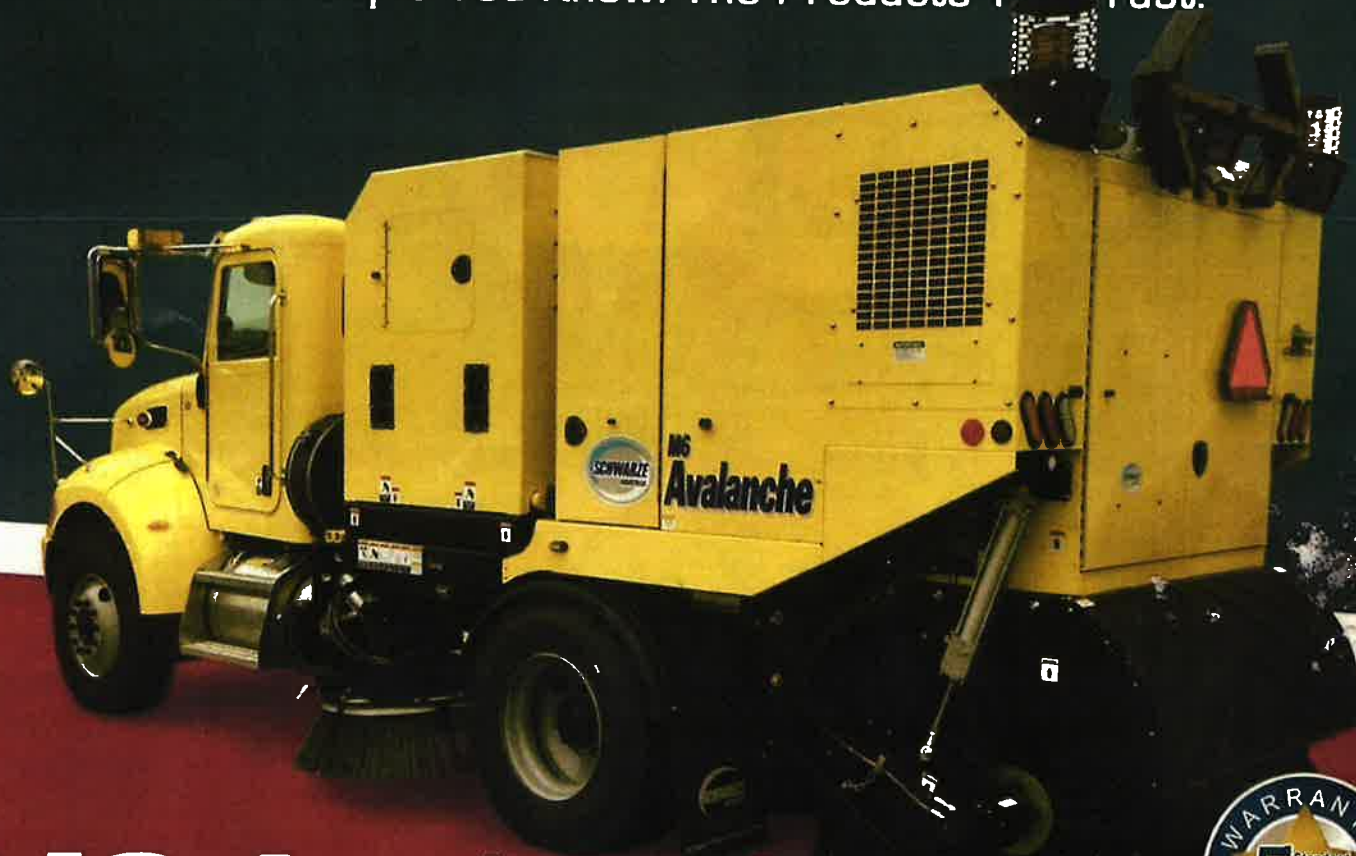
City of Livingston
 Attn: Shannon Holmes
 220 E. Park Street
 Livingston, MT 59047

Order Submitted By:

Grant Gager
 City Manager



The People You Know. The Products You Trust.



M6 Avalanche™

5 Cubic Yard Mechanical Broom Street Sweeper

*Sweeper shown with optional equipment



- Easy Change Conveyor System
- Central Located Control Components
- Illuminated Hopper Interior
- 5 Micron Water Filter System



Quality



Performance



Public Safety



Value



Customer Support

800.879.7933

www.schwarze.com

M6 Avalanche™ 5 Cubic Yard Mechanical Broom Street Sweeper

Up to 138" Dump Height



*Optional Equipment Shown, Blue Frame Special Order

Variable high dump with up to 52 degree dump angle.

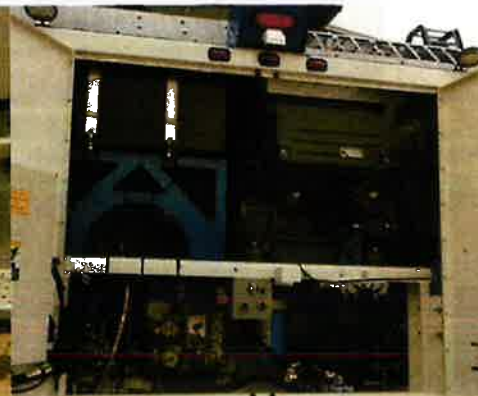
Easy to use backlit switches with text and icon labels.



9" Diameter Side Broom(s) with Outer Broom Extension Override.



Easy access to sweeping and control components.



MUST HAVE OPTIONS

CONVEYER

Choose between a belt or squeegee conveyer.

GREATER VISION

Add up to two additional cameras (3 total) to the backup camera system.

PRESSURE WASHING

Add a pressure washer with hose reel for easy cleanup and pressure washing.

GET NOTICED

With your choice of arrowboard, extra flood lights and extensive safety lighting.



Available With
CUMMINS
Tier 4
Sweeper Engine



VALUE

We are dedicated to satisfying our customers by providing the most advanced training for their specific needs. Our training programs are designed to help operators of all skill levels learn the best operating practices for their Schwarze equipment.



PERFORMANCE

There is a lot riding on creating solutions that are suited to the particular needs of different industry applications. Innovation often involves high technology, but doesn't always have to be. Some of our best ideas have been simple, based on a clear and deep understanding of our customers' working lives.



QUALITY



In a Schwarze product, end user concerns like fuel efficiency, serviceability, durability, purchase cost, service cost, etc. are all taken into account. We also consider the needs and strive for ease of use and application optimization. It should be obvious, because when it comes to cost of ownership, quality pays.



PUBLIC SAFETY

No other name speaks safety louder than Schwarze. Protecting operators, those around them, and minimizing our environmental impact are traditional values that continue to shape our product design philosophy.

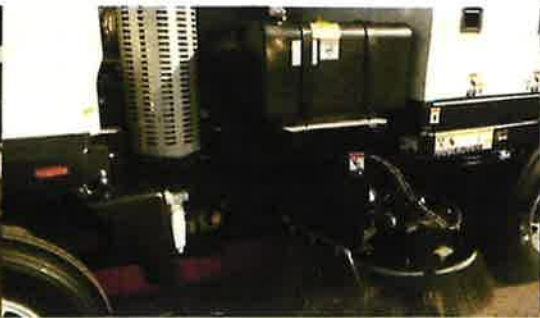


CUSTOMER SUPPORT

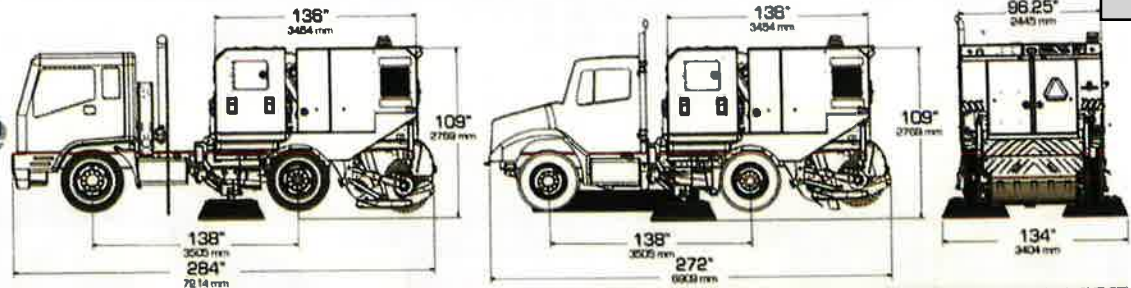
Being a Schwarze customer means having a complete set of services at your fingertips. Schwarze can offer you a long-term relationship, protect your revenue and provide a full range of customer solutions, delivered by passionate people. At Schwarze, we don't see effective service and support just as an added value to your purchase, but as an integral part of it.



so Available from Schwarze Industries, Inc.



M6 Avalanche



* TYPICAL MEASUREMENTS SHOWN - EXACT DIMENSIONS DEPEND ON OPTIONS AND TRUCK MANUFACTURER

CONVEYER

Bearings	Self-aligning, triple-sealed and shielded
Conveyor floor	Bolt-on; replaceable
Speed	Forward and reverse, in-cab variable speed standard, independent from engine rpm
Adjustment	Threaded rack
Drive	Direct drive hydraulic; forward and reverse
Hopper connection	Positive seal to eliminate debris spillage
Suspension	Air cylinders with in-cab adjustment for lower conveyor lift
Conveyor jam warning	Console-mounted, light and alarm

CONVEYER / SQUEEGEE

Conveyor	Squeegee with replaceable flights
Conveyor chain	Precision, heavy duty, constant-radius roller chain
Flexibility	Flexes for large object passage
Cleaning	Built-in flushing system with high volume fan jet nozzles

CONVEYER / BELT

Conveyor	Heavy duty multi-ply belt with full width cleats
Cleaning	Built-in flushing system with high volume fan jet nozzles and lower roller flush

WATER SYSTEM

Capacity of tank	<i>SE conventional:</i> 350 gal (1325 L) <i>SE cabover:</i> 350 gal to 700 gal (1325 L to 2650 L) <i>TE conventional:</i> 200 gal (1230 L) <i>TE cabover:</i> 350 gal to 500 gal (1325 L to 2555 L)
Construction	Polyethylene
Filler	4 in (102 mm) air gap fill; tubular protected fill receptacle
Fill	Hose 25 ft with 2.5 in nst hydrant coupling (7620 mm x 63.5 mm)
Mounting	Bolt-on, removable
Pump	Electric diaphragm pump, 5.88 gpm (22.3 Lpm) at 50 psi (3.5 bar)
Spray bars	In-cab, independent control; 7 nozzles located across front bumper, 4 nozzles at each gutter broom and 5 nozzles across the main broom
Spray nozzles	All brass 80 degree fan pattern with 100 mesh tip strainer
Filter	200 mesh screen primary with 5 micron high capacity secondary filter

FUEL SYSTEM

Fuel tank	<i>Diesel,</i> 50 gallons (189.25 L) <i>CNG,</i> 50 DGE (Diesel Gal. Equivalent) at 3600 psi
-----------	---

HYDRAULIC SYSTEM

Pump	Variable displacement load sense piston pump
Reservoir	35 gal (133 L) mounted above pump
Oil cooler	120 000 btu twin electric fans
Valves	Electro-mechanical; 12 V dc with lighted din connectors
Protection	Pressure relief
Controls	In-cab; all electric
Filtration	100-mesh suction, 10-micron return, 5-micron breather

ELECTRICAL SYSTEM

Voltage	12 V
Alternator	160 amp

Note: Specifications are subject to change without notice.

SWEeper ENGINE (TWIN ENGINE ONLY)

Type	QSF2.8 diesel Tier 4F
Manufacturer	Cummins
Displacement	171 cu in (2.8 L)
Brake horsepower	74 @ 2500 rpm
Cooling system	Liquid-cooled

GUTTER BROOMS

Location	Behind cab
Diameter	49 in (1245 mm)
Type	5 segment wire filled plastic recyclable head
Speed	in-cab variable speed standard, independent from engine rpm

Suspension	Free-floating with air suspension and air extension
Drive	Full hydraulic
Adjustments	Manual tilt; in-cab remote hydraulic tilt (optional)
Bristles	26 in (660 mm) wire
Center deflector	Raises and lowers automatically with main broom

MAIN BROOM

Diameter	36 in (914 mm)
Length	58 in (1473 mm)
Bristles	Replaceable solid core, poly wafer, poly wafer/steel combo or strip broom
Lift control	In-cab pneumatic lift with positive lock
Drive	Direct drive hydraulic motor
Mounting	Full floating
Speed	Forward and reverse, in-cab variable speed Standard, independent from engine rpm
Bearings	Self-aligning
Dirt shoes	Trailing arm design with 2 in (51 mm) wide Tungsten carbide shoe with elastomeric flex link
Suspension	Air suspension with in-cab adjustment and display

DEBRIS HOPPER

Volumetric capacity	5.0 cu yds (3.82 cu m)
Construction	3/16 in floor, 10 gauge sides/roof, temper pass/pickled in oil carbon steel optional stainless steel
Gross lift capacity	14 000 lbs (6350 kg)
Dumping	Scissor-lift with hopper tilt
Dump height	(Variable) 16 in (406 mm) to 138 in (3505 mm)
Inspection	Side door with ladder access, front view window with double skylight and led illumination

GENERAL

Wheelbase	<i>SE and TE -</i> 139 in (3532 mm) <i>Cabover -</i> 132 in (3353 mm)
Length	<i>SE and TE -</i> 273 in (6934 mm) <i>Cabover -</i> 269 in (6833mm)
Travel width	96 in (2438 mm)
Sweeping width	134 in (3404 mm) (brooms extended)
Overall height	113 in (2870 mm)
GVWR	33 000 lbs (14 969 kgs)

PAINT

One coat of sealer/primer and two coats of in standard white color.	
Paint	White; Sherwin Williams
	Genesis G2 #100268977

WARRANTY

All schwarze sweepers come with a standard one-year / 1200 hours parts & labor warranty with extended warranty options that provide the same warranty coverage as the standard warranty but extends the coverage from 2 up to 5 years.

Sourcewell

Awarded Contract

Contract # 093021-SWZ

HGACBuy
THE SMART PURCHASING SOLUTION



© 2022 Schwarze Industries
1055 Jordan Road
Huntsville, AL 35811
800.879.7933
An Alamo-Group Company

1055 Jordan Road
Huntsville, AL 35811



800-879-7933
www.schwarze.com

The People You Know. The Products You Trust.

CUSTOMER PO TO DEALER AUTHORIZATION LETTER

Date: July 29, 2024

To: City of Livingston
Montana

RE: DEALER AUTHORIZATION TO RECEIVE SOURCEWELL MEMBER PO

To Whom It May Concern,

We authorize your local dealer, Torgerson's Equipment, to receive a Purchase Order from you for the purchase of a demo stock Schwarze sweeper model M6SE Avalanche quoted to you on 07/29/2024 according to the terms of our Sourcewell Contract Number 093021-SWZ. This letter is for a one-time authorized assignment of Contract Number 093021-SWZ, and cannot be duplicated on future orders, or quotations without specific written consent of Schwarze Industries, Inc. Please provide us with a copy of your purchase order for our records. You may email the Purchase Order to sourcewell@schwarze.com

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

M.J. DuBois

MJ DuBois
Contract Administrator



07/29/2024

SOURCEWELL CONTRACT 093021-SWZ
SCHWARZE M6SE AVALANCHE SWEEPER DEMONSTRATOR

Customer: CITY OF LIVINGSTON

Delivery: MONTANA

Description	
Schwarze Model M6 AVALANCHE Single Engine street sweeper with all standard equipment *Demo Unit	
Freightliner M2 Plus Chassis with Dual Steer '23	
Body mounting on chassis	
Squeegee conveyor with 3/16" AR floor plate	
Main broom, tube, standard	
Dual gutter brooms shall be provided	
Remote grease point, conveyor/main broom	
Three camera system	
DC Backup hydraulic system	
Hydraulic filter restriction alarm and indicator	
Water fill strainer	
Hopper, Stainless Steel (C12) Lifetime Warranty	
Strobe, rear with guard LED	
Arrow board, Traffic Guide, Split LED	
Hopper dump light, LED	
Paint: Standard	
Decal Kit	

Description	
Mirror 12" parabolic, set	
Block heater	
One Year or 1200 Hours Sweeper Warranty	
Local dealer pre delivery inspection	
Training & local delivery to customer facility	
Freight	
TOTAL CONTRACT PRICE	\$387,505.00
Additional Discount Offered For Demo Unit	(\$41,959.00)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$345,546.00

SOURCEWELL CONTRACT 093021-SWZ

Vendor/Contract Holder: Schwarze Industries Inc. 1055 Jordan Road, Huntsville, AL 35811

PURCHASE ORDER TO BE MADE TO: Schwarze Industries

Contact: M.J. DuBois Phone: 410-924-1004 Email:Sourcewell@schwarze.com



Torgerson's Equipment

5900 Jackrabbit
Belgrade MT 59714
United States
406.388.8500

Printed 2024-08-15

Customer Quote

Page 1 of 1

Name/Company CITY OF LIVINGSTON		Telephone 4062220082
Address 330 BENNET ST		Account Manager Logan Winkler
City/Town, State/Province MT	Location Belgrade	Quote No. 7414
Postal/Zip Code	Quote Date 2024-08-15	In Effect Until 2024-01-31
Quantity	Description	Price \$
	Sales Items	
2023 - New - Misc	M6SE Misc	\$345,546.00
Stock No.: 404538	Serial No.: 23-M6SE-155	
1	BE Base Equipment	
	Sub-Total	\$345,546.00
	Sale Items Subtotal	\$345,546.00
	Trades	
2018 - a7 Sweeper		\$105,000.00
Serial No.: 18a7000806		
Hours : 2000		
	Total Price of Sale Items	\$345,546.00
	Total Price of Trades	(\$105,000.00)
	Balance	\$240,546.00
	Contract Amount	\$240,546.00
Account Manager _____		Accepted by _____
Logan Winkler Email: logan.winkler@torgerson.biz		



Presents a

Proposal Summary

BroomBear[®]
Powerful. Proven.
Single-Engine Mechanical Sweeper.

For: City of Livingston





BroomBear

Total Price: \$360,296.00

Sidebrooms/Steering

Dual Sidebroom/Dual Steering

Fuel Type

Diesel

Hopper Capacity

4.5 Yard

Domicile

Continental USA

Basic Chassis Info

Source

Elgin

Chassis Brand/Model

20XX M2 Dual Steer

Chassis Mounting Charge

Chassis Mounting Charge

Chassis Equipment

Chassis Battery Disconnect

Yes

Horn Options

Standard Electric

Cab Mounted Convex Mirrors

12" Non-Heated

In Cab Air Restriction Gauge Chassis

Yes

Cab Mounted Rectangular Mirrors

Right And Left Hand Heated And Remote Controlled Mirrors

Brooms

Sidebroom Material

Steel Bristles with Polyethylene Segments

Sidebroom Tilt Option Right Hand

Yes Including Indicator





Mainbroom Material	Single Wrap Polypropylene - Disposable
Hydraulic Float Mainbroom Suspension	Yes
Sidebroom Speed Controls	Manual Sidebroom Speed Controls, Not Reversing

Conveyance & Hopper

Conveyor Stall Alarm	Yes
Conveyor Type	Belt (Rubber)
Lower Roller Deflector	Yes
Hopper Coating Systems	None (Painted Only)
Dirt Shoes	Carbide Single Row Dirt Shoes

Dust Control & Flush Systems

Fill Hose Length	16'8"
In-Cab Sidebroom Water Control	Yes

Productivity Enhancements

Air Purge for Water System	Yes
-----------------------------------	-----

Gauges and Indicators

Hopper Full Indicator (volumetric)	Yes
---	-----





Lighting & Compliance

Single Cab Mounted LED Beacon w/Guard	Yes
Rear Mounted Arrowstick	Yes
Hopper Interior LED Flood Light	Yes
Backup Alarms	Federal Signal (Standard)
Slow Moving Vehicle Sign	Yes

Manuals and Warranty

Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
Sweeper: Service Manuals	1

Tools/Toolbox

Fire Extinguishers	2.5 lbs
--------------------	---------

Paint & Decal

Paint Sweeper	Standard White
Paint Chassis	Standard White
Elgin Logo	Red Logo





Chassis Notes :

BroomBear	\$360,296.00
Schwarze Trade In	(\$30,000)
Factory Total	\$330,296.00

Price indicated includes approved Special Request
Price valid for 30 Days from date of 07-15-2024

Product Model : Broom Bear
Proposal Date: 07-15-2024
Quote Number: 2024-74786
Price List Date: 07-15-2024

QTY: 1 Customer Initials _____

Proposal Notes:

- Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
- Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
- All prices quoted are in US Dollars unless otherwise noted.
- This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

Signed By:

Date:





LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fall during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120



11-20-2007





TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. **THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.**

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Elgin's right to enforce it thereafter.





COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: _____

Date: _____



Project Name	<u>Street Sweeper</u>	Scheduled Start	<u>2025</u>
Department/Division	<u>Street Department</u>	Scheduled Completion	<u>2025</u>
Requestor	<u>Public Works</u>	Departmental Priority	<u>1</u>
Account Number	<u>2500-151-430240-940</u>	Departmental Ranking	<u>1</u>

Project Description and Location:

M6 Avalanche street sweeper
 -Pelican 280,000
 -Eligin Broom bear 350,000 less trade in

Project Justification and Relationship to City Goals and Master Plans:

A7 Tornado vac sweeper does not meet our needs for sweeping uneven streets and wet stuck down leaves and debris. We will get a greater trade in value with current hours and condition of the A7 Tornado.

Project Costs/Year	2025	2026	2027	2028	2029	Total
Streetsweeper	350,000					
Total:	350,000					

Funding Sources (please list)

Streets Operating	350,000					
Trade in	-105,000					
Total:	245,000					

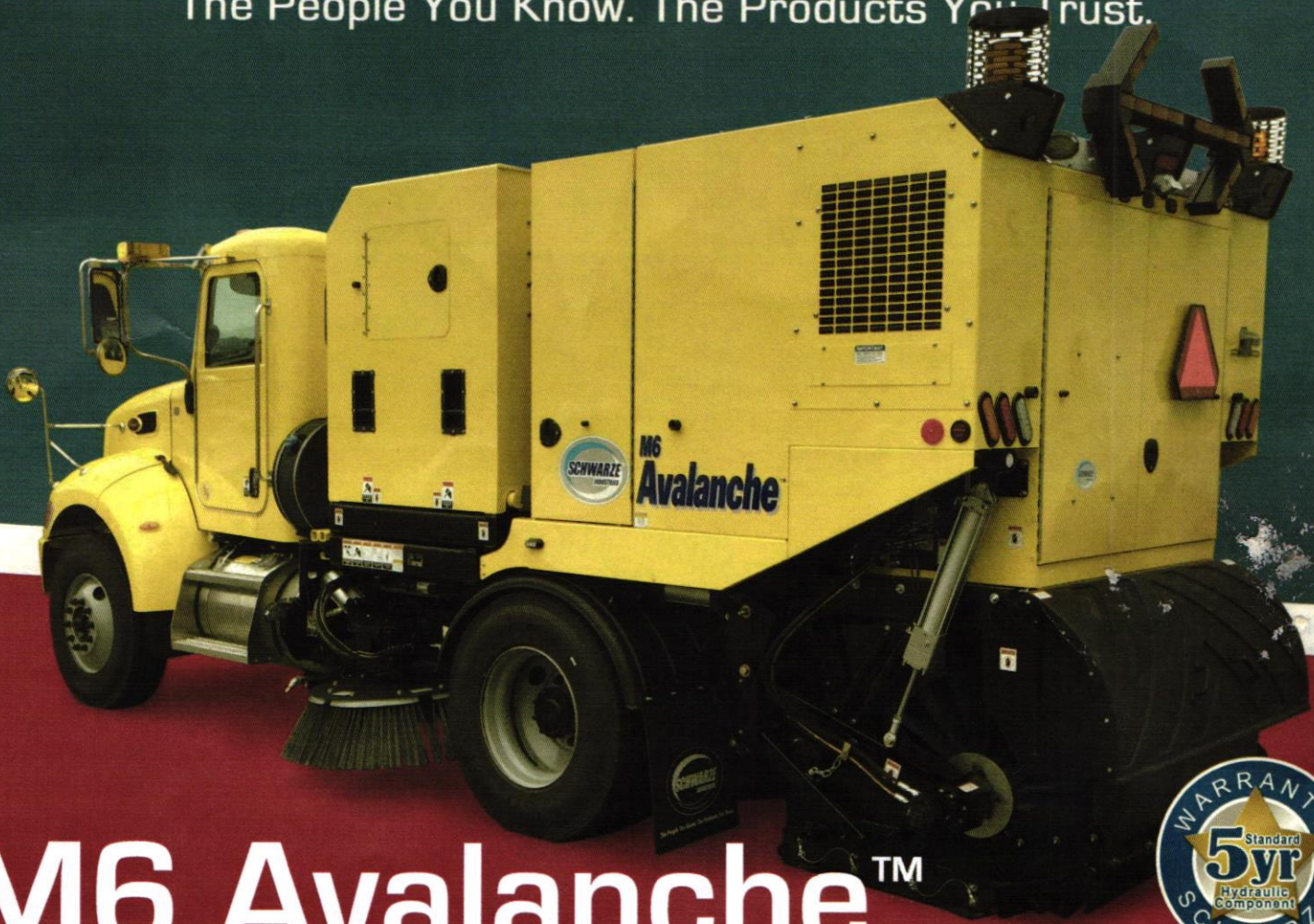
Operating Budget Impact:

Operational and Maintenance Costs.

Departmental Priority	Departmental Ranking
Priority I: Imperative (must do)	1. Critical
Priority II: Essential (should do)	2. Important
Priority III: Important (could do)	3. Important but could wait
Priority IV: Desirable (other year)	



The People You Know. The Products You Trust.

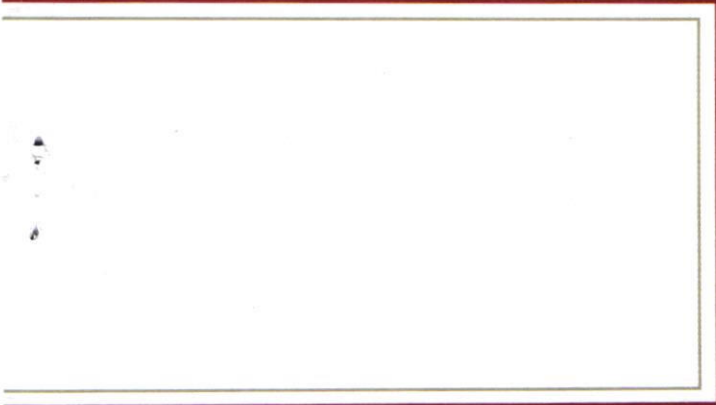


M6 Avalanche™

5 Cubic Yard Mechanical Broom Street Sweeper



*Sweeper shown with optional equipment



- Easy Change Conveyor System
- Central Located Control Components
- Illuminated Hopper Interior
- 5 Micron Water Filter System

Quality	Performance	Public Safety	Value	Customer Support

800.879.7933

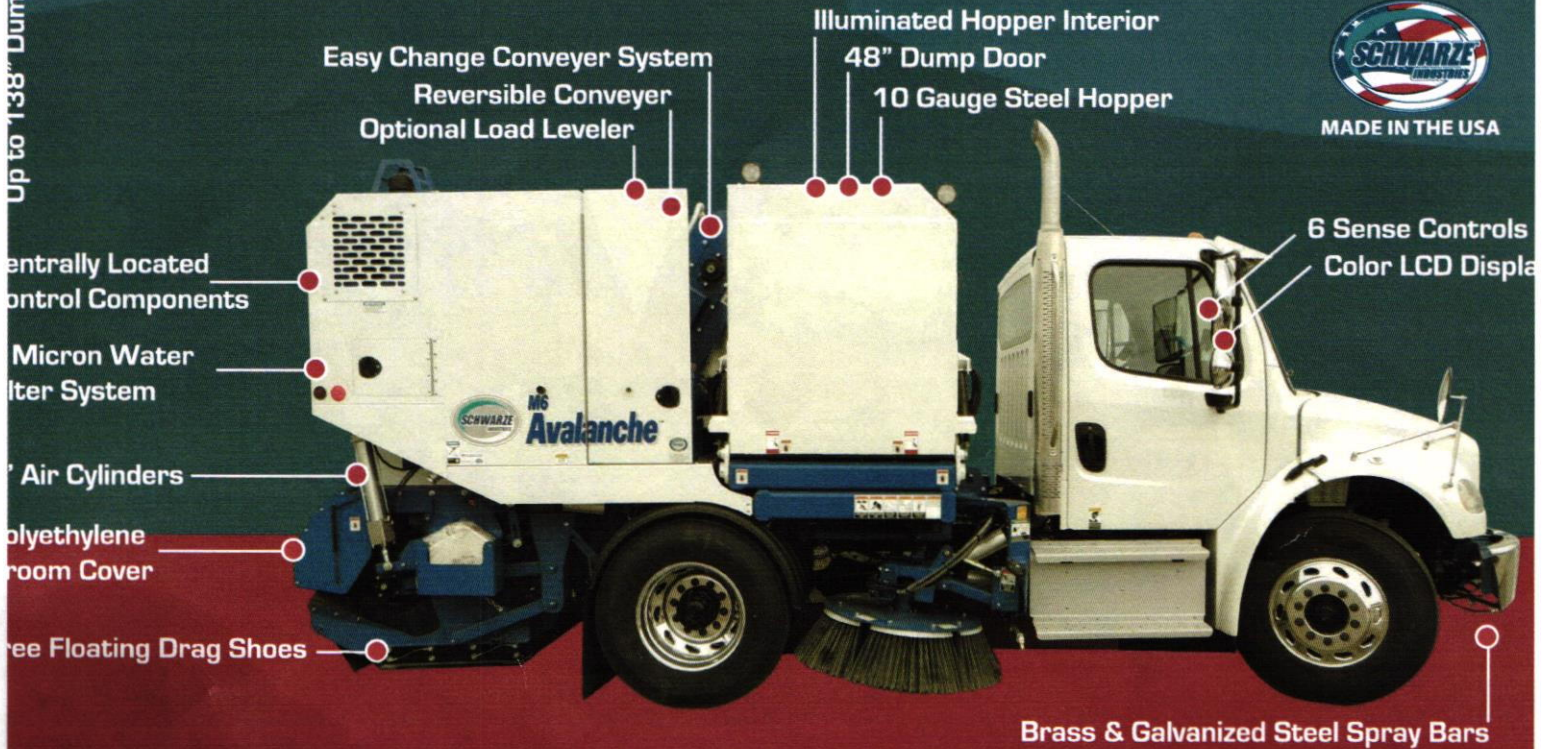
www.schwarze.com

M6 Avalanche™ 5 Cubic Yard Mechanical Broom Street Sweeper

Up to 138" Dump Height



MADE IN THE USA



Centrally Located Control Components

Micron Water Filter System

Air Cylinders

Polyethylene Broom Cover

Three Floating Drag Shoes

Easy Change Conveyor System
Reversible Conveyor
Optional Load Leveler

Illuminated Hopper Interior
48" Dump Door
10 Gauge Steel Hopper

6 Sense Controls
Color LCD Display

Brass & Galvanized Steel Spray Bars

*Optional Equipment Shown, Blue Frame Special Order

Variable high dump with up to 52 degree dump angle.

Easy to use backlit switches with text and icon labels.



9" Diameter Side Broom(s) with Outer Broom Extension Override.



Easy access to sweeping and control components.

MUST HAVE OPTIONS

CONVEYER

Choose between a belt or squeegee conveyer.

GREATER VISION

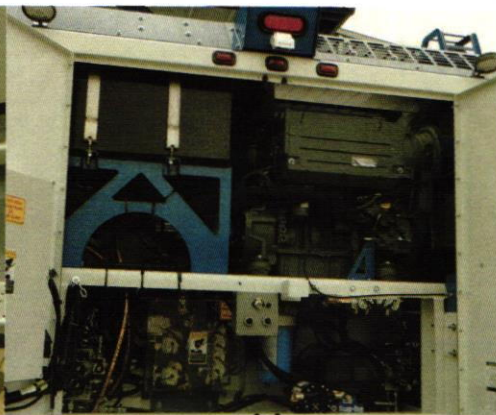
Add up to two additional cameras (3 total) to the backup camera system.

PRESSURE WASHING

Add a pressure washer with hose reel for easy cleanup and pressure washing.

GET NOTICED

With your choice of arrowboard, extra flood lights and extensive safety lighting.



Available With
CUMMINS
Tier 4
Sweeper Engine

VALUE

We are dedicated to satisfying our customers by providing the most advanced training for their specific needs. Our training programs are designed to help operators of all skill levels learn the best operating practices for their Schwarze equipment.



PERFORMANCE

There is a lot riding on creating solutions that are suited to the particular needs of different industry applications. Innovation often involves high technology, but doesn't always have to be. Some of our best ideas have been simple, based on a clear and deep understanding of our customers' working lives.



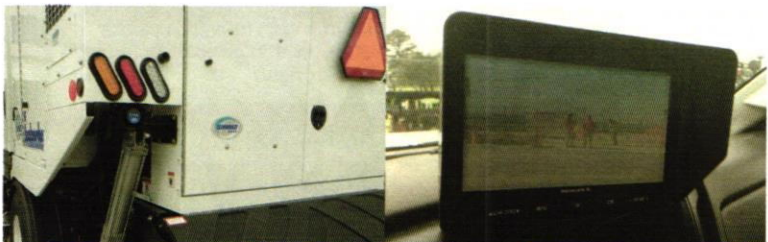
QUALITY

In a Schwarze product, end user concerns like fuel efficiency, serviceability, durability, purchase cost, service cost, etc. are all taken into account. We also consider the needs and strive for ease of use and application optimization. It should be obvious, because when it comes to cost of ownership, quality pays.



PUBLIC SAFETY

No other name speaks safety louder than Schwarze. Protecting operators, those around them, and minimizing our environmental impact are traditional values that continue to shape our product design philosophy.

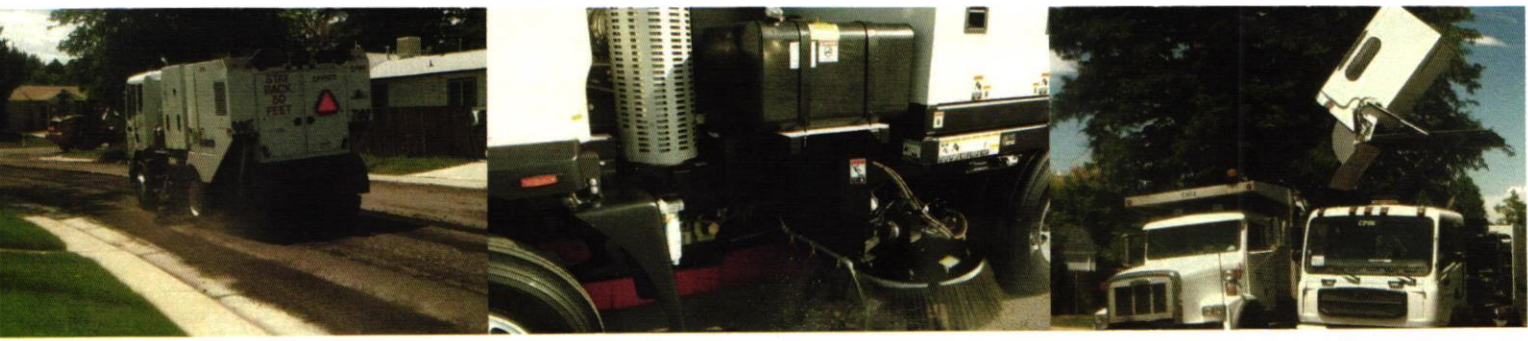


CUSTOMER SUPPORT

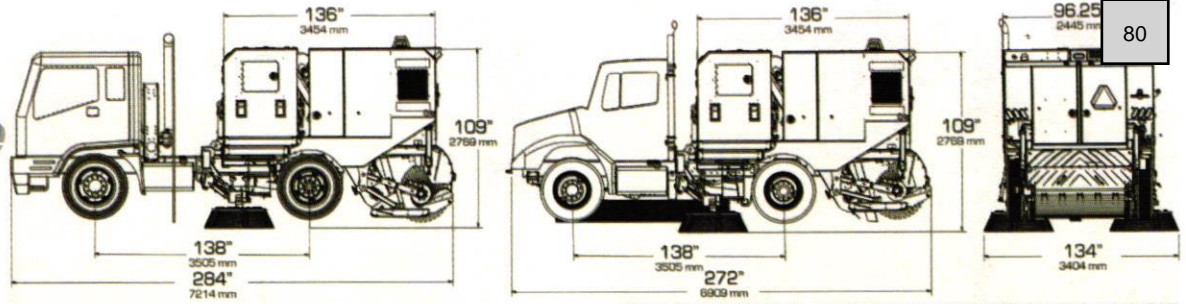
Being a Schwarze customer means having a complete set of services at your fingertips. Schwarze can offer you a long-term relationship, protect your revenue and provide a full range of customer solutions, delivered by passionate people. At Schwarze, we don't see effective service and support just as an added value to your purchase, but as an integral part of it.



so Available from Schwarze Industries, Inc:



M6 Avalanche



*TYPICAL MEASUREMENTS SHOWN, EXACT DIMENSIONS DEPENDING ON OPTIONS AND TRUCK MANUFACTURER

CONVEYER

Bearings	Self-aligning, triple-sealed and shielded
Conveyer floor	Bolt-on; replaceable
Speed	Forward and reverse, in-cab variable speed standard, independent from engine rpm
Adjustment	Threaded rack
Drive	Direct drive hydraulic; forward and reverse
Hopper connection	Positive seal to eliminate debris spillage
Suspension	Air cylinders with in-cab adjustment for lower conveyer lift
Conveyer jam warning	Console-mounted, light and alarm

CONVEYER / SQUEEGEE

Conveyer	Squeegee with replaceable flights
Conveyer chain	Precision, heavy duty, constant-radius roller chain
Flexibility	Flexes for large object passage
Cleaning	Built-in flushing system with high volume fan jet nozzles

CONVEYER / BELT

Conveyer	Heavy duty multi-ply belt with full width cleats
Cleaning	Built-in flushing system with high volume fan jet nozzles and lower roller flush

WATER SYSTEM

Capacity of tank	<i>SE conventional:</i> 350 gal (1325 L) <i>SE cabover:</i> 350 gal to 700 gal (1325 L to 2650 L) <i>TE conventional:</i> 200 gal (1230 L) <i>TE cabover:</i> 350 gal to 500 gal (1325 L to 2555 L)
Construction	Polyethylene
Filler	4 in (102 mm) air gap fill; tubular protected fill receptacle
Fill	Hose 25 ft with 2.5 in nst hydrant coupling (7620 mm x 63.5 mm)
Mounting	Bolt-on, removable
Pump	Electric diaphragm pump, 5.88 gpm (22.3 Lpm) at 50 psi (3.5 bar)
Spray bars	In-cab, independent control; 7 nozzles located across front bumper, 4 nozzles at each gutter broom and 5 nozzles across the main broom
Spray nozzles	All brass 80 degree fan pattern with 100 mesh tip strainer
Filter	200 mesh screen primary with 5 micron high capacity secondary filter

FUEL SYSTEM

Fuel tank	<i>Diesel,</i> 50 gallons (189.25 L) <i>CNG,</i> 50 DGE (Diesel Gal. Equivalent) at 3600 psi
-----------	---

HYDRAULIC SYSTEM

Pump	Variable displacement load sense piston pump
Reservoir	35 gal (133 L) mounted above pump
Oil cooler	120 000 btu twin electric fans
Valves	Electro-mechanical; 12 V dc with lighted din connectors
Protection	Pressure relief
Controls	In-cab; all electric
Filtration	100-mesh suction, 10-micron return, 5-micron breather

ELECTRICAL SYSTEM

Voltage	12 V
Alternator	160 amp

Note: Specifications are subject to change without notice.

SWEeper ENGINE (TWIN ENGINE ONLY)

Type	QS2.8 diesel Tier 4F
Manufacturer	Cummins
Displacement	171 cu in (2.8 L)
Brake horsepower	74 @ 2500 rpm
Cooling system	Liquid-cooled

GUTTER BROOMS

Location	Behind cab
Diameter	49 in (1245 mm)
Type	5 segment wire filled plastic recyclable head
Speed	in-cab variable speed standard, independent from engine rpm
Suspension	Free-floating with air suspension and air extension
Drive	Full hydraulic
Adjustments	Manual tilt; in-cab remote hydraulic tilt (optional)
Bristles	26 in (660 mm) wire
Center deflector	Raises and lowers automatically with main broom

MAIN BROOM

Diameter	36 in (914 mm)
Length	58 in (1473 mm)
Bristles	Replaceable solid core, poly wafer, poly wafer/steel combo or strip broom
Lift control	In-cab pneumatic lift with positive lock
Drive	Direct drive hydraulic motor
Mounting	Full floating
Speed	Forward and reverse, in-cab variable speed Standard, Independent from engine rpm
Bearings	Self-aligning
Dirt shoes	Trailing arm design with 2 in (51 mm) wide Tungsten carbide shoe with elastomeric flex link
Suspension	Air suspension with in-cab adjustment and display

DEBRIS HOPPER

Volumetric capacity	5.0 cu yds (3.82 cu m)
Construction	3/16 in floor, 10 gauge sides/roof, temper pass/pickled in oil carbon steel optional stainless steel
Gross lift capacity	14 000 lbs (6350 kg)
Dumping	Scissor-lift with hopper tilt
Dump height	(Variable) 16 in (406 mm) to 138 in (3505 mm)
Inspection	Side door with ladder access, front view window with double skylight and led illumination

GENERAL

Wheelbase	<i>SE and TE -</i> 139 in (3532 mm) <i>Cabover -</i> 132 in (3353 mm)
Length	<i>SE and TE -</i> 273 in (6934 mm) <i>Cabover -</i> 269 in (6833mm)
Travel width	96 in (2438 mm)
Sweeping width	134 in (3404 mm) (brooms extended)
Overall height	113 in (2870 mm)
GVWR	33 000 lbs (14 969 kgs)

PAINT

One coat of sealer/primer and two coats of in standard white color.	
Paint	White; Sherwin Williams Genesis G2 #100268977

WARRANTY

All schwarze sweepers come with a standard one-year / 1200 hours parts & labor warranty with extended warranty options that provide the same warranty coverage as the standard warranty but extends the coverage from 2 up to 5 years.

Sourcewell

Awarded Contract

Contract # 093021-SWZ

HGACBuy
THE SMART PURCHASING SOLUTION



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1055 Jordan Road
Huntsville, AL 35811
800.879.7933
An Alamo-Group Company



The People You Know. The Products You Trust.

CUSTOMER PO TO DEALER AUTHORIZATION LETTER

Date: July 29, 2024

To: City of Livingston
Montana

RE: DEALER AUTHORIZATION TO RECEIVE SOURCEWELL MEMBER PO

To Whom It May Concern,

We authorize your local dealer, Torgerson's Equipment, to receive a Purchase Order from you for the purchase of a demo stock Schwarze sweeper model M6SE Avalanche quoted to you on 07/29/2024 according to the terms of our Sourcewell Contract Number 093021-SWZ. This letter is for a one-time authorized assignment of Contract Number 093021-SWZ, and cannot be duplicated on future orders, or quotations without specific written consent of Schwarze Industries, Inc. Please provide us with a copy of your purchase order for our records. You may email the Purchase Order to sourcewell@schwarze.com

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

M.J. DuBois

MJ DuBois
Contract Administrator



07/29/2024

SOURCEWELL CONTRACT 093021-SWZ
SCHWARZE M6SE AVALANCHE SWEEPER DEMONSTRATOR

Customer: CITY OF LIVINGSTON

Delivery: MONTANA

Description	
Schwarze Model M6 AVALANCHE Single Engine street sweeper with all standard equipment *Demo Unit	
Freightliner M2 Plus Chassis with Dual Steer '23	
Body mounting on chassis	
Squeegee conveyor with 3/16" AR floor plate	
Main broom, tube, standard	
Dual gutter brooms shall be provided	
Remote grease point, conveyor/main broom	
Three camera system	
DC Backup hydraulic system	
Hydraulic filter restriction alarm and indicator	
Water fill strainer	
Hopper, Stainless Steel (C12) Lifetime Warranty	
Strobe, rear with guard LED	
Arrow board, Traffic Guide, Split LED	
Hopper dump light, LED	
Paint: Standard	
Decal Kit	

Description	
Mirror 12" parabolic, set	
Block heater	
One Year or 1200 Hours Sweeper Warranty	
Local dealer pre delivery inspection	
Training & local delivery to customer facility	
Freight	
TOTAL CONTRACT PRICE	\$387,505.00
Additional Discount Offered For Demo Unit	(\$41,959.00)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$345,546.00

SOURCEWELL CONTRACT 093021-SWZ

Vendor/Contract Holder: Schwarze Industries Inc. 1055 Jordan Road, Huntsville, AL 35811

PURCHASE ORDER TO BE MADE TO: Schwarze Industries

Contact: M.J. DuBois Phone: 410-924-1004 Email:Sourcewell@schwarze.com



Torgerson's Equipment

5900 Jackrabbit
Belgrade MT 59714
United States
406.388.8500

Printed 2024-08-15

Customer Quote

Page 1 of 1

Name/Company CITY OF LIVINGSTON		Telephone 4062220082
Address 330 BENNET ST		Account Manager Logan Winkler
City/Town, State/Province , MT	Location Belgrade	Quote No. 7414
Postal/Zip Code	Quote Date 2024-08-15	In Effect Until 2024-01-31
Quantity	Description	Price \$
	Sales Items	
2023 - New - Misc M6SE Misc		\$345,546.00
Stock No.: 404538 Serial No.: 23-M6SE-155		
1 BE	Base Equipment	
Sub-Total		\$345,546.00
Sale Items Subtotal		\$345,546.00
Trades		
2018 - a7 Sweeper		\$105,000.00
Serial No.: 18a7000806		
Hours : 2000		
Total Price of Sale Items		\$345,546.00
Total Price of Trades		(\$105,000.00)
Balance		\$240,546.00
Contract Amount		\$240,546.00
Account Manager _____		Accepted by _____

Logan Winkler
Email: logan.winkler@torgerson.biz

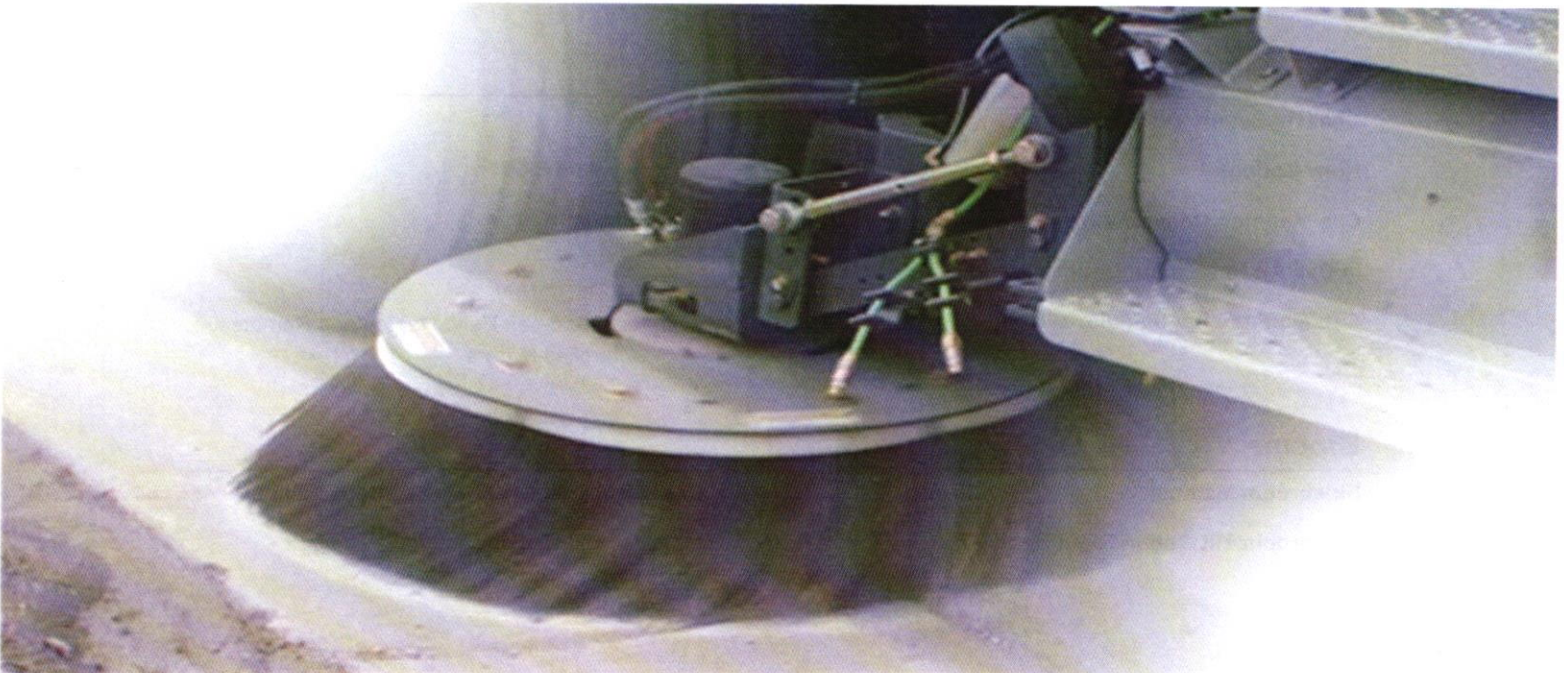


Presents a

Proposal Summary

BroomBear®
Powerful. Proven.
Single-Engine Mechanical Sweeper.

For: City of Livingston





BroomBear

Total Price: \$360,296.00

Sidebrooms/Steering

Dual Sidebroom/Dual Steering

Fuel Type

Diesel

Hopper Capacity

4.5 Yard

Domicile

Continental USA

Basic Chassis Info

Source

Elgin

Chassis Brand/Model

20XX M2 Dual Steer

Chassis Mounting Charge

Chassis Mounting Charge

Chassis Equipment

Chassis Battery Disconnect

Yes

Horn Options

Standard Electric

Cab Mounted Convex Mirrors

12" Non-Heated

In Cab Air Restriction Gauge Chassis

Yes

Cab Mounted Rectangular Mirrors

Right And Left Hand Heated And Remote Controlled Mirrors

Brooms

Sidebroom Material

Steel Bristles with Polyethylene Segments

Sidebroom Tilt Option Right Hand

Yes Including Indicator





Mainbroom Material	Single Wrap Polypropylene - Disposable
Hydraulic Float Mainbroom Suspension	Yes
Sidebroom Speed Controls	Manual Sidebroom Speed Controls, Not Reversing

Conveyance & Hopper

Conveyor Stall Alarm	Yes
Conveyor Type	Belt (Rubber)
Lower Roller Deflector	Yes
Hopper Coating Systems	None (Painted Only)
Dirt Shoes	Carbide Single Row Dirt Shoes

Dust Control & Flush Systems

Fill Hose Length	16'8"
In-Cab Sidebroom Water Control	Yes

Productivity Enhancements

Air Purge for Water System	Yes
-----------------------------------	-----

Gauges and Indicators

Hopper Full Indicator (volumetric)	Yes
---	-----





Lighting & Compliance

Single Cab Mounted LED Beacon w/Guard	Yes
Rear Mounted Arrowstick	Yes
Hopper Interior LED Flood Light	Yes
Backup Alarms	Federal Signal (Standard)
Slow Moving Vehicle Sign	Yes

Manuals and Warranty

Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
Sweeper: Service Manuals	1

Tools/Toolbox

Fire Extinguishers	2.5 lbs
--------------------	---------

Paint & Decal

Paint Sweeper	Standard White
Paint Chassis	Standard White
Elgin Logo	Red Logo





Chassis Notes :

BroomBear	\$360,296.00
Schwarze Trade In	(\$30,000)
Factory Total	\$330,296.00

Price indicated includes approved Special Request
Price valid for 30 Days from date of 07-15-2024

Product Model :Broom Bear
Proposal Date: 07-15-2024
Quote Number: 2024-74786
Price List Date: 07-15-2024

QTY: 1

Customer Initials _____

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

Signed By:

Date:





LIMITED WARRANTY

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3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
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NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120



11-20-2007





TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Elgin's right to enforce it thereafter.





COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: _____

Date: _____

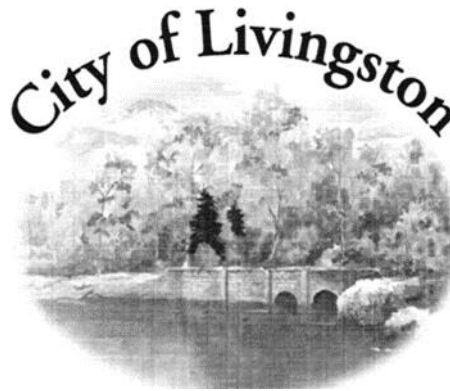


File Attachments for Item:**D. 1 TON DUMP**

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
James Willich
Quentin Schwarz
Torrey Lyons

Date: 10/2/2024
To: Chair Kahle and City Commissioners
From: Shannon Holmes, Public Works Director

Staff Report for Purchase of 2021 Ford Super Duty F-350 Dump Truck

Recommendation and Summary

The staff recommends the Commission Approve the purchase of a 2021 Ford F-350 Super Duty Dump Truck by adopting the following motion:

“I move to approve the purchase of a 2021 Ford F-350 Super Duty Dump Truck from O’Meara Motors and authorize the City Manager to sign the Contract to Purchase a Motor Vehicle and purchase order 20118.”

Justification for Recommendation:

- **Current Vehicle Condition:** The Parks Department is currently operating a 1988 Chevy 1-ton that has exceeded its useful life. The FY 25 Budget allocates \$65,000 for the purchase of a new truck.
- **Thorough Research Conducted:** Parks Department staffed conducted extensive research on 1 ton dump trucks within the area and identified this one as the best option based on specs and budgetary constraints.
- The City worked directly with O’Meara Motors to purchase and deliver the dump truck.

Introduction and History

The existing 1-ton dump truck in the Parks Department is 36 years old. The new 1-ton dump will allow the Parks Department will significantly enhance safety and operational efficiency performing a variety of tasks in our parks and cemetery system. This truck will be used in a variety of tasks such as hauling, dumping and transporting equipment.

Analysis

After comprehensive comparison and evaluation, the Parks Department staff identified the the 2021 Ford F-350 from O’Meara Ford in North Glenn, CO met our operational specifications and was within our available budget requirements.

Fiscal Impact

The purchase of this piece of equipment is budgeted in the FY25 budget for \$65,000.00

Strategic Alignment

The purchases aligns with the City of Livingston Organizational Goal #3 - Infrastructure: Build and maintain infrastructure now and into the future in a strategic and responsible manner that promotes and sustains existing neighborhoods and accommodates growth. Owning reliable equipment to ensure we maintain or improve our current level of service. Newer equipment will ensure our parks and cemetery

operational and maintenance responsibilities are completed in an efficient manner. Maintenance costs of a newer 1-ton dump truck will be lower.

Attachments

- Attachment A: Contract to Purchase a Motor Vehicle
- Attachment B: Photo
- Attachment C: Capital Request Form
- Attachment D: Purchase Order



Purchase Order

Number: 20118
 Date: 09/24/2024

Vendor: O'MEARA MOTORS
 400 WEST 104TH AVE
 NORTHGLENN, CO 80234

Quantity	Item #	Description	Unit Cost	Total Cost
1	RDA11804A	2021 FORD SUPER DUTY F-350 DRW	\$63,689.00	\$63,689.00
			Total	\$63,689.00

The City of Livingston is a tax-exempt political subdivision of the State of Montana.

Please confirm this City of Livingston Purchase Order with Shannon Holmes, at sholmes@LivingstonMontana.org or (406) 222-5667.

Please Ship Above Listed Items to:

City of Livingston
 Attn: Shannon Holmes
 330 Bennett St
 Livingston, MT 59047

Order Submitted By:

 Grant Gager
 City Manager



400 West 104th Ave
NORTHGLENN, CO 80234

CONTRACT TO PURCHASE A MOTOR VEHICLE

BUYER'S NAME CITY OF LIVINGSTON DATE 09/23/2024
 ADDRESS 330 BENNETT ST CITY/STATE/ZIP LIVINGSTON, MT 59047 COUNTY PARK
 HOME DRIVER'S LIC. NO. N/A STATE MT HOME PHONE (406)224-0836 WORK PHONE N/A
 EMAIL N/A SALESMAN CHASE CHANTALA

VEHICLE BEING PURCHASED

NEW USED USED DEMO VIN 1FD8W3HN7MED98525 STOCK NO. RLA11804A MILEAGE 13,722
 YEAR 2021 MAKE FORD MODEL SUPER DUTY F-350 DRW SERIES _____ TYPE XL 4WD CREW CAB 179" WB 6

TRADE-IN INFORMATION

YEAR	MAKE	MODEL	TYPE	ALLOWANCE
N/A	N/A	N/A	N/A	N/A
VIN		MILEAGE	STOCK NO.	
N/A		N/A	N/A	

WARRANTY STATEMENT

ALL USED CARS SOLD "AS IS" OR "WITH ALL FAULTS" UNLESS SEPARATE AGREEMENT IS FURNISHED BUYER.

THIS VEHICLE SOLD "AS EQUIPPED" UNLESS STATED BELOW. DEPOSIT ON NON-DELIVERED VEHICLE HOLDS PRICE ONLY, NOT THE VEHICLE.

CUSTOMER GUARANTEES TAX AREA TO BE 0.00 % AND WILL PAY ANY ADDITIONAL TAX TO SELLER. SIGNATURE _____

CUSTOMER GUARANTEES PAYOFF NOT TO EXCEED \$ N/A, AND WILL PAY ANY CASH DIFFERENCE TO SELLER. SIGNATURE _____

FINANCING OF REMAINING BALANCE DUE, TO BE ARRANGED BY DEALER
 YES NO

CUSTOMER ACKNOWLEDGES THAT ANY CONTROVERSY ARISING OUT OF THE VEHICLE PURCHASE WILL BE RESOLVED BY BINDING ARBITRATION. (See # 8 on reverse side for details) INITIALS _____

IF FINANCING OF BALANCE DUE IS ARRANGED, YOU ARE ENTITLED TO APPLICABLE TRUTH-IN-LENDING DISCLOSURES BEFORE ACCEPTANCE OF THIS ORDER BY DEALER. SIGNATURE _____

I HAVE BEEN OFFERED AN EXTENDED SERVICE PLAN INITIALS _____

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY THE SELLING DEALER ON THE MOTOR VEHICLE PURCHASED OR LEASED HEREIN. THE MOTOR VEHICLE IS SOLD "AS IS" AND AS EQUIPPED. THE DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OR LEASE OF THIS MOTOR VEHICLE.

PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

*DELIVERY AND HANDLING REPRESENTS COSTS AND ADDITIONAL PROFIT TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTION, CLEANING AND ADJUSTING NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE.

IN THE CASE OF A NEW MOTOR VEHICLE OR ONE OTHERWISE UNDER MANUFACTURER'S WARRANTY, ONLY THE PRINTED MANUFACTURER'S NEW VEHICLE WARRANTY DELIVERED TO THE PURCHASER SHALL APPLY. THE NEW VEHICLE WARRANTY MADE BY THE MANUFACTURER IS THE ONLY WARRANTY APPLICABLE TO SUCH MOTOR VEHICLE AND IS EXPRESSLY IN LIEU OF ANY WARRANTY BY THE DEALER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE APPLICABILITY OF AN EXISTING MANUFACTURER'S WARRANTY, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF SUCH WARRANTY. The terms of any such printed Manufacturer's warranty on this vehicle are set forth in the Warranty Facts Booklet that is either in the glove compartment or will be given to you on delivery. It is designated a limited warranty and complies with the provisions of the Magnuson-Moss Warranty Improvement Act.

Dealer calls your particular attention to the following: THERE IS NO OTHER EXPRESS WARRANTY ON THIS VEHICLE NOR ANY OTHER EXPRESS WARRANTY MADE BY THE DEALER FOR THE LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES, ANY IMPLIED WARRANTY OF THE FITNESS OF THIS VEHICLE FOR THE USE TO WHICH IT IS INTENDED IS LIMITED BY THE QUALIFICATIONS IN THE WARRANTY FACTS BOOKLET. Before signing this Order, if you request it, the full warranty book issued by the manufacturer is available for your inspection as well as the law, in the sales manager's office.

For "NEW MOTOR VEHICLES", Purchaser certifies that the price label was affixed to the vehicle on delivery.

If you are buying a used motor vehicle with this Order, federal regulations may require a special Buyer's Guide to be displayed on the window of the motor vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

This offer becomes a binding contract when accepted by a manager of dealer, but delivery and possession is subject to the terms and conditions set forth by this Contract To Purchase. Purchaser has read the matter printed on the back hereof and agrees that it is a part of this Contract the same as if it were printed above. The front and back of this Contract comprises the entire agreement pertaining to this purchase, and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. Receipt of a copy of this Contract is hereby acknowledged. Purchaser certifies that I (we) am (are) 18 years of age or older. Purchaser acknowledges receipt of the New Vehicle Warranty facts booklet, warranty card and owners manual. Purchaser acknowledges that he is responsible for rental fees, according to paragraph 9 on reverse side, page 2.

THE PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED OUT AND EXECUTED COPY OF THIS CONTRACT TO PURCHASE A MOTOR VEHICLE AND CERTIFIES THAT NOTHING HAS BEEN PROMISED EXCEPT AS CONTAINED IN WRITING ON THIS CONTRACT TO PURCHASE, AND HAS READ THE OTHER IMPORTANT INFORMATION ON REVERSE SIDE. I AUTHORIZE AN INVESTIGATION OF MY CREDIT AND EMPLOYMENT HISTORY AND THE RELEASE OF INFORMATION ABOUT MY CREDIT EXPERIENCE.

CASH PRICE OF VEHICLE	63,090.00
OPTIONAL EQUIPMENT	N/A
N/A	N/A
TOTAL CASH SALE PRICE	63,090.00
TRADE-IN NET ALLOWANCE	N/A
SUB-TOTAL	63,090.00
*DELIVERY/HANDLING/ADMINISTRATIVE FEES	599.00
FILING FEES	N/A
SUB-TOTAL	63,689.00
STATE AND LOCAL TAXES	N/A
SUB-TOTAL	63,689.00
GAP	N/A
VEHICLE SERVICE CONTRACT	N/A
PAYOFF TO N/A	N/A
SUB-TOTAL CASH SALE	63,689.00
CREDITS	N/A
DEPOSIT	N/A
CASH OR CHECK WITH OFFER	N/A
TOTAL CREDITS	N/A
BALANCE DUE ON CASH SALE	63,689.00

REMARKS

Includes delivery via flat bed

CUSTOMER HAS RECEIVED EMISSIONS (VOUCHER NO. _____) CUST. INITIALS _____

BUYER SIGNATURE _____ DATE 09/23/2024

BUYER SIGNATURE _____ DATE _____

SALESMAN SIGNATURE _____ APPROVED/ACCEPTED BY _____

ADDITIONAL TERMS AND CONDITIONS

It is further understood and agreed that the provisions on the reverse side, Page 1, are subject to the following terms and conditions, which have been mutually agreed upon:

1. **DEFINITIONS.** As used in this Order, the term "Dealer" means the authorized Dealer signing this Order and who becomes a party by accepting it. "Purchaser" means the buying or leasing party or parties signing this Order. "Manufacturer" means the corporation or company manufactured the vehicle or chassis. Purchaser and Dealer understand that Dealer is not the Agent of Manufacturer.
2. **PAYMENT IN CASH.** It is expressly agreed that legal title shall not pass to the Purchaser until payment in full shall have been made therefor in cash or certified funds, and the Dealer shall have the right to cause legal ownership to be made in its name until paid in full. Dealer shall also have the right to a lien on the motor vehicle for all amounts due under this Order, which Purchaser hereby expressly grants and conveys.
3. **PRICE CHANGE.** Purchaser hereby offers to purchase the motor vehicle described at the stated price. The price quoted is for immediate delivery. The Manufacturer has reserved the right to change its price of new motor vehicles to Dealer without notice if the price is for a new motor vehicle for delivery at a later date, and the price should be increased by the Manufacturer and passed along to the Dealer, then this offer shall be construed as if the increased price was originally inserted herein.
4. **REAPPRAISAL OF TRADE-IN.** If the used motor vehicle traded in by Purchaser is not to be delivered to Dealer until Purchaser receives delivery of the car purchased or leased hereunder. The trade-in shall be reappraised at the time of delivery, and such reappraisal shall determine the allowance made for such trade-in. Purchaser understands and agrees that the trade-in allowance shown herein is based upon the cash difference between the motor vehicle purchased or leased and the trade-in and that the values shown do not necessarily reflect true and accurate market prices but represent only the method used to arrive at the cash difference between the two motor vehicles. Purchaser agrees that, if he fails to take delivery of the vehicle purchased in this contract and if the vehicle traded-in on this purchase has been sold or otherwise disposed of by the Dealer, the amount refunded to Purchaser for the vehicle traded in will be the actual cash value (ACV) of the traded-in vehicle and not the amount shown on this contract as the "net allowance on trade-in".
5. **PURCHASER'S TRADE-IN REPRESENTATIONS AND DUTIES.** Purchaser guarantees free and clear title to Dealer on the trade-in, including the motor vehicle offered in trade, is free and clear of all encumbrances except for the payoff listed on the reverse side of this Order. The total payoff due on the trade-in, including all liens and encumbrances, are the responsibility of the Purchaser. Further, Purchaser agrees to deliver and endorse to Dealer or its assigns, satisfactory evidence of title to any motor vehicle traded in as a part of this Order, including all documents required by federal or state law regarding transfer of title. The Purchaser warrants that all taxes of every kind levied against the trade-in vehicle have been paid. Should any government levy or claim a tax lien or demand on or against the trade-in vehicle, the Dealer may, at his option, pay the lien or demand. Purchaser agrees to pay such amounts immediately upon demand.
6. **REGISTRATION OF USED VEHICLE.** If the motor vehicle trade-in is registered or licensed in any place other than Colorado, the Purchaser agrees to immediately secure Colorado registration for such vehicle and to pay any and all expenses or registration fees. Should the Dealer assume or be put to any expense in connection with such registration, the Purchaser will pay the Dealer all such amounts on demand.
7. **DAMAGES.** In addition to all other remedies and not to the exclusion thereof, the wrongful failure or refusal of Purchaser to accept delivery or if Purchaser commits any breach of any term or terms hereof, the Dealer is entitled to retain the total down-payment made hereunder as liquidated damages for the anticipated or actual harm caused by Purchaser's breach, and Purchaser and Dealer agree that the total down-payment is a reasonable amount to compensate Dealer for such harm. However, Dealer may refund to Purchaser the amount by which the total down-payment exceeds 30% of the cash delivered price. In the event a motor vehicle has been traded in, the Dealer may sell the used motor vehicle and be reimbursed out of the proceeds of the sale for the expenses specified in paragraph 2 and for such other expenses or losses as Dealer may incur as a result of the breach, failure or refusal by Purchaser.
8. **ARBITRATION.** Any controversy arising out of or relating to this contract or the breach thereof, the purchase and sale of the subject vehicle, or the parties' negotiations for such purchase and sale, shall be settled by arbitration in Denver, Colorado, under the laws of the State of Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction thereof.
9. **RENTAL FEES.** In the event the Dealer is to try to arrange adequate financing on behalf of Purchaser and is unable to do so, or if there is any other reason why this Order is not fully performed by the Purchaser, the Purchaser agrees to pay a reasonable rental fee of \$50.00 per day, plus a mileage fee of .50 cents per mile for Purchaser's use of the motor vehicle.
10. **DESIGN CHANGE.** Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts at any time without notice and without obligation. The Manufacturer also reserves the right to make the same or any similar change upon any motor vehicle, chassis, accessories, or parts previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts covered by this Order, whether before or subsequent to delivery to Purchaser.
11. **FAILURE OR DELAY OF DELIVERY.** Dealer shall not be liable for failure to deliver or for any delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Such causes shall include, but not be limited to, strikes, war, riot, factory shutdown, inability to obtain the motor vehicle ordered, or causes beyond Dealer's control.
12. **TAXES.** The price for the motor vehicle specified on the face of this Order includes reimbursement for federal excise taxes, but does not include sales taxes, use taxes, or occupational taxes based on sales volume unless expressly so stated. Purchaser assumes and agrees to pay unless prohibited by law, all such sales, use, or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.
13. **BINDING ON DEALER.** This agreement is not binding on Dealer until signed by an officer or manager of Dealer.
14. **VERBAL PROMISES.** Verbal promises by a salesperson or any other Dealer personnel are not valid. Any promises or understandings not specified in writing are hereby expressly waived by the Purchaser. Dealer assumes no responsibility for any promises or statements made by any salesperson unless written on this Order and countersigned by an officer or manager of Dealer.
15. **ASSIGNMENT.** This Order is not assignable or transferable without the written consent of the Dealer. No change in the terms or conditions of this Order after execution by the Purchaser can be made without the written consent of the Dealer.
16. **PURCHASER'S WARRANTY.** The Purchaser hereby represents and warrants that all statements made by him and set forth in this Order (and application for credit) are true and correct, and that the Dealer may accept them as being true representations of existing facts. Purchaser further represents and warrants that there does not now exist and there will not exist any other extension of credit to Purchaser other than what is shown in this Order.
17. **DEALER'S REMEDIES.** If Purchaser fails to perform all the terms and conditions of this Order, the Dealer may exercise any right or remedy granted by law in addition to all the other rights and remedies described in this Order. All such rights shall be cumulative and may be exercised at the Dealer's election.
18. **PURCHASER'S REPRESENTATION.** I hereby represent that I am 18 years of age or older and agree as follows: (1) that this Order is not transferable (2) that this Order comprises the complete and exclusive statement of the terms of my agreement with the Dealer relating to the subject matter of this Order, except for consumer paper executed by me in conjunction with this purchase, and with respect thereto, cancels and supersedes any and all prior agreements or understandings between the Dealer and me; (3) that this Order is not valid until accepted by Dealer or his authorized representative, if the purchase is to be financed through Dealer, this Order is not valid until approved by a bank or finance company willing to purchase or enter into a note or other consumer paper and security agreement with me as part of this purchase (4) that I hereby acknowledge receipt of a fully filled out and completed copy of this Order; and (5) that upon delivery of the vehicle, this Order shall be deemed to constitute a bill of sale for the vehicle.
19. **ADDITIONAL DOCUMENTS.** Purchaser agrees to execute, before or at the time of delivery of the motor vehicle covered by this Order, such security agreements, leases, odometer statements, disclosure forms, and other instruments or agreements as may be required by the Dealer. Purchaser also authorizes Dealer, if Dealer deems it necessary, to supply and charge Purchaser for collision insurance in the event there is not such insurance transferable or forthcoming from Purchaser.
20. **CERTIFICATE OF ORIGIN.** Purchaser hereby authorizes Dealer, as his Agent, to deliver the Manufacturer's Certificate of Origin, if issued in conjunction with this purchase, to a bank, finance company, or other lending institution that is financing this purchase and agrees that such delivery shall constitute delivery of the Manufacturer's Certificate of Origin to Purchaser.
21. **DEPOSITS.** A deposit without delivery does not hold the motor vehicle. All cash deposits or motor vehicle title, taken as a deposit on the motor vehicle being purchased or leased, will hold said vehicle's price ONLY for a period of 7 days. A motor vehicle with a deposit can be sold to other interested parties.
22. **ATTORNEY'S FEES.** This Order constitutes an enforceable contract, and in the event of default by Purchaser, Purchaser agrees to pay any and all costs of collection or enforcement, including, but not limited to, reasonable attorney fees, incurred by Dealer in the course of enforcing its rights or remedies. In addition, Purchaser shall pay any and all reasonable delinquency and late charges plus interest at the rate of 18% per annum (1 and 1/2% per month).
23. **ADDITIONAL WORK.** Purchaser recognizes and understands that any work done or parts added to the vehicle are not covered by any warranty, implied or otherwise. The person or company furnishing any such work or part is to be held responsible for any warranty, not Dealer.
24. **TITLE.** Dealer warrants title to the motor vehicle and agrees to furnish Purchaser of certificate of title thereto. Purchaser agrees to allow Dealer sufficient time to clear title to a vehicle and to apply to the appropriate agency for issuance of the certificate of title. Dealer assumes no responsibility to Purchaser for, nor shall the Dealer be in default, nor shall this agreement be subject to cancellation or rescission, by reason of any delay in receipt of title by Purchaser which results from the fault, delay, or negligence of any persons or agencies other than Dealer.
25. **TRADE-IN.** All equipment accessories, and tires affixed to any trade-in vehicle at the time of appraisal must remain with the trade-in unless a specific agreement to the contrary is made in writing with the Dealer. If, for any reason, the trade-in should be returned to the Purchaser by Dealer it shall be returned to Purchaser upon Purchaser's payment of a reasonable charge for storing, insuring, conditioning, repairing, and advertising done. However, in the event that the Dealer has sold or otherwise transferred the trade-in then the Dealer shall be under no obligation to return the trade-in but, rather, in lieu of returning the trade-in to Purchaser, the amount received for such sale or transfer less the actual selling commissions, taxes and any expenses incurred in storing, insuring, conditioning or advertising said trade-in for sale shall be paid to Purchaser. Such amount is full and complete satisfaction and accord between Dealer and Purchaser. I (We) represent and warrant the Vehicle is not a salvaged, wrecked, totaled, destroyed, damaged by flood, fire, collision, accident, trespass or other occurrence, reconstructed or reassembled vehicle as defined under Colorado law (or the law of any state in which the vehicle was used, titled, registered, rented or leased). I (We) acknowledge that Dealer has not had the opportunity to examine the current or former Certificate(s) of Title to the vehicle.
26. **CREDIT LIFE INSURANCE.** If a charge for Credit Life Insurance is included in this Order, the provisions on Credit Life Insurance in any retail installment contract form subsequently executed between the parties in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy. The applicable portion of the charge for this Credit Life Insurance and the finance charge may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice will be sent to the Purchaser by the Dealer. This Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.
27. **DEFECTS.** Purchaser has examined the motor vehicle and is on notice that Purchaser assumes risk of any defects which that examination should reveal.
28. **DELIVERY AND DELAY.** Purchaser shall accept delivery of the vehicle ordered at the Purchaser's premises within 48 hours after notification that the vehicle is ready for a specific delivery, unless a different delivery date is stated on this Order.
29. **INSURANCE.** Liability property damage or collision insurance are not included in this Order. Purchaser assumes full responsibility for physical damage and liability insurance.
30. **FINANCING.** If Purchaser is financing this purchase or lease through Dealer (and Dealer has been informed of such fact), this Order shall not become binding until Buyer has received all disclosures required under Federal Truth-In-Lending laws and similar Colorado laws.
31. **REVERSE SIDE.** This Order consists of both sides of this agreement. 2 Pages. See the reverse side for additional terms and conditions which are part of this Order and what Purchaser acknowledges having read and received.
32. **EMISSION CERTIFICATE.** Dealer agrees to provide an emission certificate to Purchaser and reserves the right to rescind this sale if such certificate cannot be obtained.
33. **VENUE AND SEVERABILITY.** This Order shall be construed and determined in accordance with the laws of Colorado, and any provision of this agreement prohibited by law shall be ineffective.





Project Name	Vehicle	Scheduled Start	2025
Department/Division	Parks	Scheduled Completion	2027
Requestor	Public Works Department	Departmental Priority	2
Account Number	1000-155-430950-960	Departmental Ranking	2

Project Description and Location: The vehicles used by the Parks Department are old and require a large amount of maintenance to keep operational. Replacement of the 1988 Chevy one ton in 2025 will allow the Parks Department to continue operating while decreasing the amount of time and budget spent on repairs.

Project Justification and Relationship to City Goals and Master Plans:
 Organizational Strategic Plan - 5.5.2. Maintain Parks, Trail Systems, & Trees
 Allows staff to maintain parks and trails with the least amount of maintenance costs.

The Parks Department’s vehicle maintenance budget continues to increase.
 Parks department will receive a used truck from the street department in 2024 and from the water department in 2026.

Project Costs/Year	2024	2025	2026	2027	2028	Total
Vehicles		\$65,000				\$65,000
Total:		\$65,000				\$65,000

Funding Sources (please list)

Parks Operating		\$32,500				\$32,500
Parks Impact Fees		\$32,500				\$32,500
Total:		\$65,000				\$65,000

Operating Budget Impact:
 Annual repair and maintenance costs

Departmental Priority	Departmental Ranking
Priority I: Imperative (must do)	1. Critical
Priority II: Essential (should do)	2. Important
Priority III: Important (could do)	3. Important but could wait
Priority IV: Desirable (other year)	



400 West 104th Ave
NORTHGLENN, CO 80234

CONTRACT TO PURCHASE A MOTOR VEHICLE

BUYER'S NAME <u>CITY OF LIVINGSTON</u>		DATE <u>09/23/2024</u>
ADDRESS <u>330 BENNETT ST</u>		CITY/STATE/ZIP <u>LIVINGSTON, MT 59047</u>
HOME DRIVER'S LIC. NO. <u>N/A</u>		STATE <u>MT</u>
HOME PHONE <u>(406)224-0836</u>		WORK PHONE <u>N/A</u>
EMAIL <u>N/A</u>		SALESMAN <u>CHASE CHANTALA</u>
		COUNTY <u>PARK</u>

VEHICLE BEING PURCHASED

<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> USED DEMO		VIN <u>1FD8W3HN7MED98525</u>	STOCK NO. <u>RDA11804A</u>	MILEAGE <u>13,722</u>
YEAR <u>2021</u>	MAKE <u>FORD</u>	MODEL <u>SUPER DUTY F-350 DRW</u>	SERIES	TYPE <u>XL 4WD CREW CAB 179" WB 6</u>

TRADE-IN INFORMATION

YEAR <u>N/A</u>	MAKE <u>N/A</u>	MODEL <u>N/A</u>	TYPE <u>N/A</u>	ALLOWANCE <u>N/A</u>
VIN <u>N/A</u>		MILEAGE <u>N/A</u>	STOCK NO. <u>N/A</u>	

WARRANTY STATEMENT

ALL USED CARS SOLD "AS IS" OR "WITH ALL FAULTS" UNLESS SEPARATE AGREEMENT IS FURNISHED BUYER.

THIS VEHICLE SOLD "AS EQUIPPED" UNLESS STATED BELOW. DEPOSIT ON NON-DELIVERED VEHICLE HOLDS PRICE ONLY, NOT THE VEHICLE.

CUSTOMER GUARANTEES TAX AREA TO BE 0.00 % AND WILL PAY ANY ADDITIONAL TAX TO SELLER. **SIGNATURE** _____

CUSTOMER GUARANTEES PAYOFF NOT TO EXCEED \$ N/A, AND WILL PAY ANY CASH DIFFERENCE TO SELLER. **SIGNATURE** _____

FINANCING OF REMAINING BALANCE DUE, TO BE ARRANGED BY DEALER
 YES NO

CUSTOMER ACKNOWLEDGES THAT ANY CONTROVERSY ARISING OUT OF THE VEHICLE PURCHASE WILL BE RESOLVED BY BINDING ARBITRATION. (See # 8 on reverse side for details) **INITIALS** _____

IF FINANCING OF BALANCE DUE IS ARRANGED, YOU ARE ENTITLED TO APPLICABLE TRUTH-IN-LENDING DISCLOSURES BEFORE ACCEPTANCE OF THIS ORDER BY DEALER. **SIGNATURE** _____

I HAVE BEEN OFFERED AN EXTENDED SERVICE PLAN **INITIALS** _____

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY THE SELLING DEALER ON THE MOTOR VEHICLE PURCHASED OR LEASED HEREIN. THE MOTOR VEHICLE IS SOLD "AS IS" AND AS EQUIPPED. THE DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OR LEASE OF THIS MOTOR VEHICLE.

PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

*DELIVERY AND HANDLING REPRESENTS COSTS AND ADDITIONAL PROFIT TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTION, CLEANING AND ADJUSTING NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE.

IN THE CASE OF A NEW MOTOR VEHICLE OR ONE OTHERWISE UNDER MANUFACTURER'S WARRANTY, ONLY THE PRINTED MANUFACTURER'S NEW VEHICLE WARRANTY DELIVERED TO THE PURCHASER SHALL APPLY. THE NEW VEHICLE WARRANTY MADE BY THE MANUFACTURER IS THE ONLY WARRANTY APPLICABLE TO SUCH MOTOR VEHICLE AND IS EXPRESSLY IN LIEU OF ANY WARRANTY BY THE DEALER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE APPLICABILITY OF AN EXISTING MANUFACTURER'S WARRANTY, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF SUCH WARRANTY. The terms of any such printed Manufacturer's warranty on this vehicle are set forth in the Warranty Facts Booklet that is either in the glove compartment or will be given to you on delivery. It is designated a limited warranty and complies with the provisions of the Magnuson-Moss Warranty Improvement Act.

Dealer calls your particular attention to the following: THERE IS NO OTHER EXPRESS WARRANTY ON THIS VEHICLE NOR ANY OTHER EXPRESS WARRANTY MADE BY THE DEALER FOR THE LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES, ANY IMPLIED WARRANTY OF THE FITNESS OF THIS VEHICLE FOR THE USE TO WHICH IT IS INTENDED IS LIMITED BY THE QUALIFICATIONS IN THE WARRANTY FACTS BOOKLET. Before signing this Order, if you request it, the full warranty book issued by the manufacturer is available for your inspection as well as the law, in the sales manager's office.

For "NEW MOTOR VEHICLES", Purchaser certifies that the price label was affixed to the vehicle on delivery.

If you are buying a used motor vehicle with this Order, federal regulations may require a special Buyer's Guide to be displayed on the window of the motor vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

This offer becomes a binding contract when accepted by a manager of dealer, but delivery and possession is subject to the terms and conditions set forth by this Contract To Purchase. Purchaser has read the matter printed on the back hereof and agrees that it is a part of this Contract the same as if it were printed above. The front and back of this Contract comprises the entire agreement pertaining to this purchase, and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. Receipt of a copy of this Contract is hereby acknowledged. Purchaser certifies that I (we) am (are) 18 years of age or older. Purchaser acknowledges receipt of the New Vehicle Warranty facts booklet, warranty card and owners manual. Purchaser acknowledges that he is responsible for rental fees, according to paragraph 9 on reverse side, page 2.

THE PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED OUT AND EXECUTED COPY OF THIS CONTRACT TO PURCHASE A MOTOR VEHICLE AND CERTIFIES THAT NOTHING HAS BEEN PROMISED EXCEPT AS CONTAINED IN WRITING ON THIS CONTRACT TO PURCHASE, AND HAS READ THE OTHER IMPORTANT INFORMATION ON REVERSE SIDE. I AUTHORIZE AN INVESTIGATION OF MY CREDIT AND EMPLOYMENT HISTORY AND THE RELEASE OF INFORMATION ABOUT MY CREDIT EXPERIENCE.

BUYER SIGNATURE _____ **DATE** 09/23/2024

BUYER SIGNATURE _____ **DATE** _____

SALESMAN SIGNATURE _____ **APPROVED/ACCEPTED BY** _____

CASH PRICE OF VEHICLE	63,090.00
OPTIONAL EQUIPMENT	N/A
N/A	N/A
TOTAL CASH SALE PRICE	63,090.00
TRADE-IN NET ALLOWANCE	N/A
SUB-TOTAL	63,090.00
*DELIVERY/HANDLING/ADMINISTRATIVE FEES	599.00
FILING FEES	N/A
SUB-TOTAL	63,689.00
STATE AND LOCAL TAXES	N/A
SUB-TOTAL	63,689.00
GAP	N/A
VEHICLE SERVICE CONTRACT	N/A
PAYOFF TO <u>N/A</u>	N/A
SUB-TOTAL CASH SALE	63,689.00
CREDITS	N/A
DEPOSIT	N/A
CASH OR CHECK WITH OFFER	N/A
TOTAL CREDITS	N/A
BALANCE DUE ON CASH SALE	63,689.00

REMARKS

<u>Includes delivery via flat bed</u>	
CUSTOMER HAS RECEIVED EMISSIONS (VOUCHER NO. _____)	CUST. INITIALS _____

ADDITIONAL TERMS AND CONDITIONS

It is further understood and agreed that the provisions on the reverse side, Page 1, are subject to the following terms and conditions, which have been mutually agreed upon:

1. **DEFINITIONS.** As used in this Order, the term "Dealer" means the authorized Dealer signing this Order and who becomes a party by accepting it. "Purchaser" means the buying or leasing party or parties signing this Order. "Manufacturer" means the corporation or company manufactured the vehicle or chassis. Purchaser and Dealer understand that Dealer is not the Agent of Manufacturer.
2. **PAYMENT IN CASH.** It is expressly agreed that legal title shall not pass to the Purchaser until payment in full shall have been made therefor in cash or certified funds, and the Dealer shall have the right to cause legal ownership to be made in its name until paid in full. Dealer shall also have the right to a lien on the motor vehicle for all amounts due under this Order, which Purchaser hereby expressly grants and conveys.
3. **PRICE CHANGE.** Purchaser hereby offers to purchase the motor vehicle described at the stated price. The price quoted is for immediate delivery. The Manufacturer has reserved the right to change its price of new motor vehicles to Dealer without notice if the price is for a new motor vehicle for delivery at a later date, and the price should be increased by the Manufacturer and passed along to the Dealer, then this offer shall be construed as if the increased price was originally inserted herein.
4. **REAPPRAISAL OF TRADE-IN.** If the used motor vehicle traded in by Purchaser is not to be delivered to Dealer until Purchaser receives delivery of the car purchased or leased hereunder. The trade-in shall be reappraised at the time of delivery, and such reappraisal shall determine the allowance made for such trade-in. Purchaser understands and agrees that the trade-in allowance shown hereon is based upon the cash difference between the motor vehicle purchased or leased and the trade-in and that the values shown do not necessarily reflect true and accurate market prices but represent only the method used to arrive at the cash difference between the two motor vehicles. Purchaser agrees that, if he fails to take delivery of the vehicle purchased in this contract and if the vehicle traded-in on this purchase has been sold or otherwise disposed of by the Dealer, the amount refunded to Purchaser for the vehicle traded in will be the actual cash value (ACV) of the traded-in vehicle and not the amount shown on this contract as the "net allowance on trade-in".
5. **PURCHASER'S TRADE-IN REPRESENTATIONS AND DUTIES.** Purchaser guarantees free and clear title to Dealer on the trade-in, including the motor vehicle offered in trade, is free and clear of all encumbrances except for the payoff listed on the reverse side of this Order. The total payoff due on the trade-in, including all liens and encumbrances, are the responsibility of the Purchaser. Further, Purchaser agrees to deliver and endorse to Dealer or its assigns, satisfactory evidence of title to any motor vehicle traded in as a part of this Order, including all documents required by federal or state law regarding transfer of title. The Purchaser warrants that all taxes of every kind levied against the trade-in vehicle have been paid. Should any government levy or claim a tax lien or demand on or against the trade-in vehicle, the Dealer may, at his option, pay the lien or demand. Purchaser agrees to pay such amounts immediately upon demand.
6. **REGISTRATION OF USED VEHICLE.** If the motor vehicle trade-in is registered or licensed in any place other than Colorado, the Purchaser agrees to immediately secure Colorado registration for such vehicle and to pay any and all expenses or registration fees. Should the Dealer assume or be put to any expense in connection with such registration, the Purchaser will pay the Dealer all such amounts on demand.
7. **DAMAGES.** In addition to all other remedies and not to the exclusion thereof, the wrongful failure or refusal of Purchaser to accept delivery or if Purchaser commits any breach of any term or terms hereof, the Dealer is entitled to retain the total down-payment made hereunder as liquidated damages for the anticipated or actual harm caused by Purchaser's breach, and Purchaser and Dealer agree that the total down-payment is a reasonable amount to compensate Dealer for such harm. However, Dealer may refund to Purchaser the amount by which the total down-payment exceeds 30% of the cash delivered price. In the event a motor vehicle has been traded in, the Dealer may sell the used motor vehicle and be reimbursed out of the proceeds of the sale for the expenses specified in paragraph 2 and for such other expenses or losses as Dealer may incur as a result of the breach, failure or refusal by Purchaser.
8. **ARBITRATION.** Any controversy arising out of or relating to this contract or the breach thereof, the purchase and sale of the subject vehicle, or the parties' negotiations for such purchase and sale, shall be settled by arbitration in Denver, Colorado, under the laws of the State of Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction thereof.
9. **RENTAL FEES.** In the event the Dealer is to try to arrange adequate financing on behalf of Purchaser and is unable to do so, or if there is any other reason why this Order is not fully performed by the Purchaser, the Purchaser agrees to pay a reasonable rental fee of \$50.00 per day, plus a mileage fee of .50 cents per mile for Purchaser's use of the motor vehicle.
10. **DESIGN CHANGE.** Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts at any time without notice and without obligation. The Manufacturer also reserves the right to make the same or any similar change upon any motor vehicle, chassis, accessories, or parts previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts covered by this Order, whether before or subsequent to delivery to Purchaser.
11. **FAILURE OR DELAY OF DELIVERY.** Dealer shall not be liable for failure to deliver or for any delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Such causes shall include, but not be limited to, strikes, war, riot factory shutdown, inability to obtain the motor vehicle ordered, or causes beyond Dealer's control.
12. **TAXES.** The price for the motor vehicle specified on the face of this Order includes reimbursement for federal excise taxes, but does not include sales taxes, use taxes, or occupational taxes based on sales volume unless expressly so stated. Purchaser assumes and agrees to pay unless prohibited by law, all such sales, use, or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.
13. **BINDING ON DEALER.** This agreement is not binding on Dealer until signed by an officer or manager of Dealer.
14. **VERBAL PROMISES.** Verbal promises by a salesperson or any other Dealer personnel are not valid. Any promises or understandings not specified in writing are hereby expressly waived by the Purchaser Dealer assumes no responsibility for any promises or statements made by any salesperson unless written on this Order and countersigned by an officer or manager of Dealer.
15. **ASSIGNMENT.** This Order is not assignable or transferable without the written consent of the Dealer. No change in the terms or conditions of this Order after execution by the Purchaser can be made without the written consent of the Dealer.
16. **PURCHASER'S WARRANTY.** The Purchaser hereby represents and warrants that all statements made by him and set forth in this Order (and application for credit) are true and correct, and that the Dealer may accept them as being true representations of existing facts. Purchaser further represents and warrants that there does not now exist and there will not exist any other extension of credit to Purchaser other than what is shown in this Order.
17. **DEALER'S REMEDIES.** If Purchaser fails to perform all the terms and conditions of this Order, the Dealer may exercise any right or remedy granted by law in addition to all the other rights and remedies described in this Order. All such rights shall be cumulative and may be exercised at the Dealer's election.
18. **PURCHASER'S REPRESENTATION.** I hereby represent that I am 18 years of age or older and agree as follows: (1) that this Order is not transferable (2) that this Order comprises the complete and exclusive statement of the terms of my agreement with the Dealer relating to the subject matter of this Order, except for consumer paper executed by me in conjunction with this purchase, and with respect thereto, cancels and supersedes any and all prior agreements or understandings between the Dealer and me; (3) that this Order is not valid until accepted by Dealer or his authorized representative, if the purchase is to be financed through Dealer, this Order is not valid until approved by a bank or finance company willing to purchase or enter into a note or other consumer paper and security agreement with me as part of this purchase (4) that I hereby acknowledge receipt of a fully filled out and completed copy of this Order; and (5) that upon delivery of the vehicle, this Order shall be deemed to constitute a bill of sale for the vehicle.
19. **ADDITIONAL DOCUMENTS.** Purchaser agrees to execute, before or at the time of delivery of the motor vehicle covered by this Order, such security agreements, leases, odometer statements, disclosure forms, and other instruments or agreements as may be required by the Dealer. Purchaser also authorizes Dealer, if Dealer deems it necessary, to supply and charge Purchaser for collision insurance in the event there is not such insurance transferable or forthcoming from Purchaser.
20. **CERTIFICATE OF ORIGIN.** Purchaser hereby authorizes Dealer, as his Agent, to deliver the Manufacturer's Certificate of Origin, if issued in conjunction with this purchase, to a bank, finance company, or other lending institution that is financing this purchase and agrees that such delivery shall constitute delivery of the Manufacturer's Certificate of Origin to Purchaser.
21. **DEPOSITS.** A deposit without delivery does not hold the motor vehicle. All cash deposits or motor vehicle title, taken as a deposit on the motor vehicle being purchased or leased, will hold said vehicle's price ONLY for a period of 7 days. A motor vehicle with a deposit can be sold to other interested parties.
22. **ATTORNEY'S FEES.** This Order constitutes an enforceable contract, and in the event of default by Purchaser. Purchaser agrees to pay any and all costs of collection or enforcement, including, but not limited to, reasonable attorney fees, incurred by Dealer in the course of enforcing its rights or remedies. In addition, Purchaser shall pay any and all reasonable delinquency and late charges plus interest at the rate of 18% per annum (1 and 1/2% per month).
23. **ADDITIONAL WORK.** Purchaser recognizes and understands that any work done or parts added to the vehicle are not covered by any warranty, implied or otherwise. The person or company furnishing any such work or part is to be held responsible for any warranty, not Dealer.
24. **TITLE.** Dealer warrants title to the motor vehicle and agrees to furnish Purchaser of certificate of title thereto. Purchaser agrees to allow Dealer sufficient time to clear title to a vehicle and to apply to the appropriate agency for issuance of the certificate of title. Dealer assumes no responsibility to Purchaser for, nor shall the Dealer be in default, nor shall this agreement be subject to cancellation or rescission, by reason of any delay in receipt of title by Purchaser which results from the fault, delay, or negligence of any persons or agencies other than Dealer.
25. **TRADE-IN.** All equipment accessories, and tires affixed to any trade-in vehicle at the time of appraisal must remain with the trade-in unless a specific agreement to the contrary is made in writing with the Dealer. If, for any reason, the trade-in should be returned to the Purchaser by Dealer it shall be returned to Purchaser upon Purchaser's payment of a reasonable charge for storing, insuring, conditioning, repairing, and advertising done. However, in the event that the Dealer has sold or otherwise transferred the trade-in then the Dealer shall be under no obligation to return the trade-in but, rather, in lieu of returning the trade-in to Purchaser, the amount received for such sale or transfer less the actual selling commissions, taxes and any expenses incurred in storing, insuring, conditioning or advertising said trade-in for sale shall be paid to Purchaser. Such amount is full and complete satisfaction and accord between Dealer and Purchaser. I (We) represent and warrant the Vehicle is not a salvaged, wrecked, totaled, destroyed, damaged by flood, fire, collision, accident, trespass or other occurrence, reconstructed or reassembled vehicle as defined under Colorado law (or the law of any state in which the vehicle was used, titled, registered, rented or leased), I (We) acknowledge that Dealer has not had the opportunity to examine the current or former Certificate(s) of Title to the vehicle.
26. **CREDIT LIFE INSURANCE.** If a charge for Credit Life Insurance is included in this Order, the provisions on Credit Life Insurance in any retail installment contract form subsequently executed between the parties in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy. The applicable portion of the charge for this Credit Life Insurance and the finance charge may be deducted from the Total Time Balance and created to the Purchaser. If such insurance does not become effective, notice will be sent to the Purchaser by the Dealer. This Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.
27. **DEFECTS.** Purchaser has examined the motor vehicle and is on notice that Purchaser assumes risk of any defects which that examination should reveal.
28. **DELIVERY AND DELAY.** Purchaser shall accept delivery of the vehicle ordered at the Purchaser's premises within 48 hours after notification that the vehicle is ready for a specific delivery, unless a different delivery date is stated on this Order.
29. **INSURANCE.** Liability property damage or collision insurance are not included in this Order. Purchaser assumes full responsibility for physical damage and liability insurance.
30. **FINANCING.** If Purchaser is financing this purchase or lease through Dealer (and Dealer has been informed of such fact), this Order shall not become binding until Buyer has received all disclosures required under Federal Truth-In-Lending laws and similar Colorado laws.
31. **REVERSE SIDE.** This Order consists of both sides of this agreement. 2 Pages. See the reverse side for additional terms and conditions which are part of this Order and what Purchaser acknowledges having read and received.
32. **EMISSION CERTIFICATE.** Dealer agrees to provide an emission certificate to Purchaser and reserves the right to rescind this sale if such certificate cannot be obtained.
33. **VENUE AND SEVERABILITY.** This Order shall be construed and determined in accordance with the laws of Colorado, and any provision of this agreement prohibited by law shall be ineffective





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TRUCKS
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WALSH
MADE IN VT

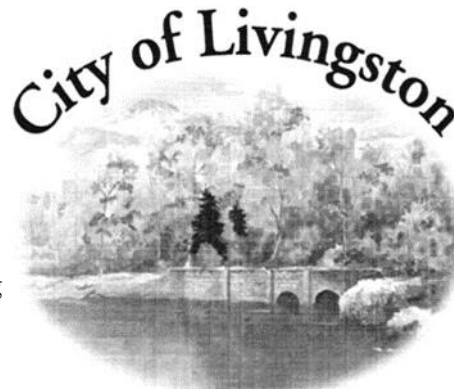
File Attachments for Item:

E. AGREEMENT 20119 WITH MONTANA DEPARTMET OF TRANSPORTATION FOR FUNDING OF MONTANA ST. STPU PROJECT

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chair
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Date: October 1, 2024
To: Chair Kahle and City Commissioners
From: Grant Gager, City Manager

**Staff Report for Funding Agreement 20119 for Montana Street
Surface Transportation Program Urban Project**

Recommendation and Summary

Staff is recommending the City Commission approve Agreement 20119 with the Montana Department of Transportation for funding of the Montana Street urban project. The Commission may do so using the following recommended motion:

“I move to approve Agreement 20119 with the Montana Department of Transportation for funding of the Montana Street urban project.”

The reasons for the recommendation are as follows:

- The City has an annual allocation to fund projects on urban routes.
- The City has been working with MDT to advance the project to the preliminary engineering phase.

Introduction and History

The Montana Department of Transportation (MDT) administers Surface Transportation Program -Urban (STPU). The City receives an annual allocation from the Urban Highway Construction Program of approximately \$183,235.00. From 2010 to 2020, this annual allocation and balance was committed to the Star Road Underpass project. The City terminated the agreement for the Star Road Project with MDT in November 2020. In 2022, the City nominated, and the Transportation Coordinating Committee (TCC) approved, the Montana Street 7th to 12th Street project as its priority project for the STPU program. In January 2024, the City Commission affirmed its support for the project.

Analysis

This project will improve Montana Street to meet current City Street standards by improving the right-of-way to include sidewalks, curb and gutters while also adding storm water infrastructure and adding street lights. The City and MDT have worked together to pursue project delivery using the Local Agency Guidelines process which will enable the City to plan, design and construct this project. This agreement will enable the project to proceed to preliminary design.

Fiscal Impact

The agreement will enable the use of state and federal funds for the project. The City will be responsible for project costs beyond the available state and federal funds; such costs are not anticipated at this time.

Strategic Alignment

The project aligns with the Growth Policy as follows:

Objective 8.1.1 : Improve pedestrian and bicycle safety within the City.

Strategy 8.1.2.1: Explore developing roadway standards that accommodate bike/auto/pedestrian and transit.

Goal 8.2: Create a complete and well-maintained transportation network within the City.

Objective 8.2.7.1 Prioritize roadway construction or improvements in areas that have been dedicated as mixed use or higher density in the Growth Policy.

Strategy 8.2.7.3: Carefully assess the induced demand impacts of transportation improvements, providing these improvements strategically for intended growth, not in response to development that is out-of-step with the goals of the Growth Policy.

Attachments

- Attachment A: STPU Funding Agreement

AGREEMENT BETWEEN
CITY OF LIVINGSTON AND THE
MONTANA DEPARTMENT OF TRANSPORTATION
FOR THE FUNDING OF
MONTANA STREET – LIVINGSTON – 7th STREET TO 12th STREET

This Agreement (Agreement) by and between the City of Livingston (CITY), and the Montana Department of Transportation (MDT), establishes the roles, responsibilities, and commitments of the Parties relative to the funding, costs, and administration responsibilities necessary for the reconstruction of Montana Street from 7th Street to 12th Street within the Livingston Urban Area.

WHEREAS, the PROJECT is in the City of Livingston on Montana St. (U-7402) from the intersection with 7th St. (U-7401) to the intersection with 12th St. (L-34-2129). The proposed scope of work includes reconstruction of the roadway (without added capacity), curb and gutter, sidewalk, ADA ramps, and storm drain collection appurtenances. The CITY will construct and separately fund new city services including water, sewer, and storm drain trunk line.

WHEREAS, the PROJECT lies on the designated Urban Highway System under the jurisdiction of MDT as per Mont. Code Ann. 60-2-110; and

WHEREAS, the CITY and MDT recognize the need to construct the PROJECT and to duly execute this Agreement in advance of programming; and,

WHEREAS, MDT is responsible for assuring that the planning, design, approvals and environmental clearances, construction, and maintenance of state and federally-designated highway system facilities provide for the benefit of the traveling public in a safe and efficient manner in accordance with Title 23 of the United States Code (USC) and Title 60, Montana Code Annotated (MCA) and the related federal and state regulations and guidance; and

WHEREAS, the CITY agrees to be responsible for items identified in this agreement and be responsible for preparing the financial package for the PROJECT; and

WHEREAS, the CITY agrees and understands that the PROJECT will not be programmed for the construction phase until a funding package for this PROJECT, including contingencies and overruns, is in place to MDT’s satisfaction; and

WHEREAS, the CITY agrees this PROJECT is and will remain the CITY’s Urban Highway Program funding priority until constructed; and

WHEREAS, the estimated preliminary cost for all phases of the PROJECT is approximately \$3,912,000¹ including indirect costs (IDC) and inflation; and

WHEREAS, it is mutually agreed upon that a cooperative delineation and identification of duties and responsibilities of the parties is essential to the overall development of this PROJECT.

¹ Cost estimate based on preliminary estimates dated 10/2023, includes all phases, inflation to 2029, and IDC.

NOW THEREFORE, the signatory parties set forth below the fundamental duties and responsibilities necessary for funding this proposed PROJECT.

I. FUNDING

A. MDT:

- 1. Will bill the CITY for costs in excess of available federal funding or elements that are not federal-aid eligible prior to programming.

B. CITY:

- 1. Agrees to and acknowledges its responsibility for all costs associated with the PROJECT in excess of available STPU funds, for 100% of non-federal aid eligible costs, and payback of state and federal funds expended on the PROJECT, if required.
- 2. Acknowledges its responsibility for all costs associated with all phases (PE, IC, CE, and CN) for the water, sewer, and storm drain improvements. Water, sewer, and storm drain work is not part of the PROJECT but will be funded and completed by the CITY in coordination with the PROJECT as per the terms of this agreement.
- 3. Will provide any necessary local or non-federal match funds and associated indirect costs to MDT within thirty (30) days of billing. MDT will not submit programming requests to FHWA for individual PROJECT phases until the required matching funds and funds for costs in excess of available federal funds, if any, have been transferred to MDT.
- 4. Agrees, if the CITY's actions cause MDT to terminate the PROJECT development at any time, the CITY will reimburse MDT for any and all costs incurred by MDT, including any required payback of Federal funds already expended on the PROJECT, up to the date of the stoppage.
- 5. Will develop a comprehensive financial plan, for MDT review and approval, for the PROJECT. The financial plan must address sources of funds in the event of unanticipated cost overruns. This financial plan must be approved before MDT will request programming for the construction phase of the PROJECT.

C. All Parties:

- 1. Mont. Code Ann. Section 17-1-106 requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's indirect cost rate is determined annually as a percentage of the PROJECT's direct costs to cover the PROJECT's share of MDT's indirect costs as defined by 2 CFR Part 200, Appendix VII. MDT's current indirect cost rate is 11.32% for fiscal year 2025 (July 1, 2024 to June 30, 2025).
For this PROJECT, MDT billings to the CITY will include a charge for the indirect costs at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY. If this PROJECT extends across more than one fiscal year, more than one indirect cost rate may be used, as the rates may change during the life of the PROJECT.
- 2. Agree and understand the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.

3. Agree current PROJECT cost estimate for all phases is \$3,912,000², and this includes IDC and inflation to FFY29. As project development continues and cost estimates are refined, PROJECT cost increases above available funding as identified in the agreement will require an amendment.

Available funding from PROJECT funding sources includes:
STPU Funds FFY 2029³: \$4,300,000⁴

4. PROJECT estimates will be updated at PROJECT milestones or as more refined estimates become available until PROJECT closeout. All Parties will meet regularly during the PROJECT development process and during each phase to exchange PROJECT information, ensure PROJECT and funding are tracking together, and identify any outstanding issues.
5. PROJECT design details and changes have the potential to impact PROJECT schedule and fundability. PROJECT cost increases above available funding will delay PROJECT delivery timeframes until a complete funding package has been secured.

² Includes all phases, inflation, and IDC. Estimate includes permitting, survey activities, IC, and RW. Estimate does not include CITY water, sewer, and storm drain improvements; this work is not part of the PROJECT but will be funded and completed by the CITY in coordination with the PROJECT.

³ At current cost estimates and funding availability, the STPU balance allows for a 2029 letting year.

⁴ Estimated Annual Allocations are subject to MDT Transportation Commission approval. Funding Projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal and state actions. STPU funds available are dependent on the delivery year of the PROJECT.

II. GENERAL TERMS AND CONDITIONS

1. Term – The term of this Agreement shall be ten (10) years or completion of the PROJECT. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. Termination – This Agreement may be terminated by MDT if the CITY violates or breaches any term, condition, or article of this Agreement and the CITY has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the CITY’s representative, of such violation or breach of any term, condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without CITY or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the CITY.
3. Other Agreements – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. Hold Harmless & Indemnification
 - a. The CITY agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the CITY’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the CITY, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.
 - b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the CITY, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the CITY.
5. Insurance
 - a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party’s insurance policy or self-insured memorandum of coverage at any time.
- d. Workers’ Compensation Insurance: The CITY must maintain workers’ compensation insurance and require its contractors and its contractor’s sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the PROJECT must be performed to address or prevent a public hazard, the CITY will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs, including indirect costs, by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

- i. Invoices will be sent to:

City of Livingston
 Attn: Finance Director
 220 E. Park St.
 Livingston, MT 59047

- ii. Payments shall be made to:

Montana Department of Transportation
 Attention: Collections
 2701 Prospect Avenue
 PO Box 201001
 Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement.
9. Binding Effect – The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties – Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
11. Non-Discrimination – The CITY will require that during the performance of any work arising out of this Agreement the CITY, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
12. ADA – MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT’s Detailed Drawings, 608 series.
13. Audit – The CITY grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the CITY maintains in connection with this Agreement.
14. Utilities – This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification – This Agreement may be modified or amended only by written Amendment signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Amendment may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Amendment, the provision of the Amendment shall control, unless the provisions thereof are prohibited by law.
16. Access and Retention of Records – The CITY agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The CITY agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.

17. Representatives

- a. CITY's Representative: The CITY's Representative for this Agreement shall be the CITY Manager or designee or such other individual as CITY shall designate in writing. Whenever approval or authorization from or communication or submission to CITY is required by this Agreement, such communication or submission shall be directed to CITY's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when CITY's Representative is not available, MDT may direct its communication or submission to other designated CITY personnel or agents.
- b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, CITY may direct its direction or communication or submission to other designated MDT personnel or agents.

18. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF LIVINGSTON

By: _____ Date: _____
City Manager

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Montana Department of Transportation

Approved for Legal Content:

Approved for Civil Rights Content:

By: _____
MDT Legal Services

By: _____
Office of Civil Rights

ATTACHMENT A

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

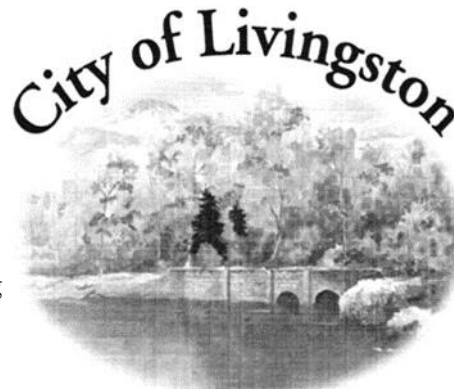
File Attachments for Item:

F. AGREEMENT 20120 WITH BNSF RAILWAY FOR THE LEASE OF LAND.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chair
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Date: October 1, 2024
To: Chair Kahle and City Commissioners
From: Grant Gager, City Manager

Staff Report for Agreement 20120 with BNSF Railway for Lease of Land

Recommendation and Summary

Staff is recommending the City Commission approve Agreement 20120 with the BNSF Railway for the lease of land to support the Wellness Center project. The Commission may do so using the following recommended motion:

“I move to approve Agreement 20120 with the BNSF Railway.”

The reasons for the recommendation are as follows:

- The City has been collaborating with the Four Ranges Community Recreation Foundation Incorporated to develop new recreation facilities in the City.
- The Foundation continues its work to complete fundraising on the voter-approved Wellness Center facility and the lease is necessary to enable future work.

Introduction and History

The Four Ranges Community Recreation Foundation (Foundation) was formed in 2018 to support the creation and operation of community recreation facilities in the City of Livingston. In 2019, the Foundation performed both community needs and fundraising assessments. On March 7, 2023, the City and Foundation approved a memorandum of understanding to guide their work on the community wellness center project. On March 19, 2024, electors in the City of Livingston approved the creation of the Livingston Recreation Facilities District to fund the operations of the Wellness Center building that the Foundation is responsible for designing and constructing.

The Foundation’s fundraising effort has been on-going since the election. The Foundation is close to achieving the level required to initiate construction and expects to be able to begin earthwork later this fall in advance of construction.

Analysis

The land lease will provide the City control of the BSNF Railway parcel that will be used for parking for the new Wellness Center. This lease is intended to last for the duration of construction and will be replaced with a longer-term arrangement which will provide the City and public on-going control of, and access to, the BNSF parcel. This agreement does not transfer the land to the

Foundation; that transfer will be done once the Foundation has achieved its requirements under Agreement 20067 with the City.

Fiscal Impact

The agreement establishes an annual lease rate of \$21,600 for the parcel during the construction period; this rate is intended to provide cost recovery to the Railway for insurance of the parcel through construction.

Strategic Alignment

The improvement of community recreation facilities is related to several objectives of the growth policy, including 2.2.2, and 3.2.1.

Attachments

- Attachment A: Agreement 20120

**INDEFINITE TERM LEASE
LAND**

THIS INDEFINITE TERM LEASE FOR LAND ("Lease") is made and entered into to be effective as of the _____ day of _____, 2024 ("Effective Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Lessor") and **CITY OF LIVINGSTON, INC.**, a Montana corporation ("Lessee").

RECITALS

A. Lessor is in the railroad transportation business and owns or controls a system of rail tracks ("Lessor's Track(s)") and various real properties associated therewith, including certain Premises as described below which Lessee desires to lease from Lessor.

B. Lessor has agreed to lease to Lessee the Premises, subject to the terms, conditions and limitations provided herein.

AGREEMENTS

In consideration of the mutual covenants herein, Lessor and Lessee hereby agree as follows:

Section 1. Premises and Term.

A. Lessor leases to Lessee and Lessee leases from Lessor, subject to the covenants, agreements, terms, provisions and conditions of this Lease, that certain parcel of real property, situated in the City of Livingston, County of Park, State of Montana, along Line Segment 0041, Mile Post 114.49 and constituting the shaded area shown upon Print No. 91174, dated 8/22/2024 a copy of which is attached hereto as Exhibit "A" and made a part hereof ("Premises").

B. Lessee leases the Premises from Lessor beginning _____, 2024 ("Commencement Date"), and shall continue until terminated by either party as provided in this Section 1(B). This Lease may be terminated by either party, at any time, without cause, for convenience, by serving upon the other party written notice of termination at least thirty (30) days in advance. Upon the expiration of the time specified in such notice, this Lease and all rights of Lessee shall absolutely cease.

C. Upon termination, either (i) Lessor may retain from prepaid rent, as an additional charge for use of the Premises, a sum equal to three (3) months Base Rent (as defined below), and any unearned portion of the annual Base Rent, in excess of such retainage, paid in advance shall be refunded to Lessee or (ii) if Lessor has not been paid sufficient Base Rent to satisfy the above retainage, then Lessee shall pay Lessor a sufficient sum so that, together with sums already held by Lessor, Lessor shall hold a sum equal to three (3) months Base Rent which Lessor shall retain as an additional charge for use of the Premises, and such additional sum shall be paid by Lessee within thirty (30) days of termination of the Lease.

D. Each consecutive twelve-month period this Lease is in effect, beginning with the Effective Date of this Lease, is herein called a "Lease Year."

E. Lessee acknowledges that it is assuming all risks associated with Lessor's right to terminate this Lease at any time as provided above, and (i) Lessor gives no assurance that Lessor will delay termination of this Lease for any length of time whatsoever, (ii) Lessee may expend money and effort during the term of this Lease which may not ultimately be of any benefit to Lessee if Lessor terminates this Lease, but nonetheless, Lessor shall have the right to terminate the Lease if Lessor determines in its sole and absolute discretion that Lessor

desires to terminate, and (iii) in no event shall Lessor be deemed to have any legal obligations to continue to lease the Premises for any length of time.

Section 2. Use and Compliance.

A. Lessee may use the Premises for the sole and exclusive purpose of a paved and fenced public parking lot and for no other purpose without the prior written consent of Lessor. Lessee shall respond to Lessor's reasonable inquiries regarding the use or condition of the Premises.

B. Lessee shall comply with all Laws applicable to Lessee, the Premises, this Lease and Lessee's activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance. As used herein, the term "Laws" shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Lessee, the Premises, this Lease, and/or Lessee's obligations under this Lease, and shall include all Environmental Laws (as defined in Section 4(A)).

C. If any governmental license or permit is required or desirable for the proper and lawful conduct of Lessee's business or other activity in or on the Premises, or if the failure to secure such a license or permit might in any way affect Lessor, then Lessee, at Lessee's expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by Lessor. Lessee, at Lessee's expense, shall at all times comply with the requirements of each such license or permit.

Section 3. Rent.

A. Lessee shall pay as rental for the Premises, in advance, an amount equal to Twenty One Thousand Six Hundred Dollars and No Cents(\$21,600.00) annually during the term of the Lease, ("Base Rent"). Base Rent shall increase 3% annually during the term of the Lease. Lessor reserves the right to change rental rates as conditions warrant. Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided herein. Either party hereto may assign any receivables due it under this Lease; provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Lease. All rent and other monetary payments under this Lease from Lessee to Lessor shall be delivered solely to the following address:

**BNSF Railway Company
PO Box 676160
Dallas TX 75267-6160**

Lessor shall have the right to designate at any time and from time to time a different address for delivery of such payments by written notice to Lessee pursuant to the notice provisions of Section 36 below. No rent or other payment sent to any other address shall be deemed received by Lessor unless and until Lessor has actually posted such payment as received on the account of Lessee, and Lessee shall be subject to all default provisions hereunder, late fees and other consequences as a result thereof in the same manner as if Lessee had failed or delayed in making any payment.

B. Lessee acknowledges that Lessor utilizes the rental collection system involving direct deposit of monies received through a financial institution selected by Lessor, which precludes Lessor's ability to exercise rejection of a rental payment before Lessee's check is cashed. Lessee agrees that as a condition of Lessor granting this Lease Lessee hereby waives any rights it may have under law to force continuation of this Lease due to Lessor having accepted and cashed Lessee's rental remittance. Lessor shall have the option of rejecting Lessee's payment by refunding to Lessee the rental amount paid by Lessee, adjusted as set forth in this Lease, and enforcing the termination provisions of this Lease.

C. Lessee shall pay the Base Rent and all additional amounts due pursuant to Section 9 as and when the same become due and payable, without demand, set-off, or deduction. Lessee's obligation to pay Base Rent and all amounts due under this Lease is an independent covenant and no act or circumstance, regardless of whether such act or circumstance constitutes a breach under this Lease by Lessor, shall release Lessee of its obligation to pay Base Rent and all amounts due as required by this Lease.

D. If any Base Rent or any payment under Section 9 or any other payment due by Lessee hereunder is not paid within five (5) days after the date the same is due, Lessor may assess Lessee a late fee ("Late Fee") in an amount equal to 5% of the amount which was not paid when due to compensate Lessor for Lessor's administrative burden in connection with such late payment. In addition to said Late Fee, Lessee shall pay interest on the unpaid sum from the due date thereof to the date of payment by Lessee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in The Wall Street Journal in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in The Wall Street Journal in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

Section 4. Environmental.

A. Lessee shall strictly comply with all federal, state and local environmental laws and regulations in its occupation and use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Clean Air Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Lessee shall not maintain any treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws, on the Premises. Lessee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws, on or about the Premises.

B. Lessee shall give Lessor immediate notice to Lessor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises and to Lessor's Manager Environmental Leases at (785) 435-2386 for any violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Lessee's use of the Premises. Lessee shall use its best efforts to promptly respond to any release on or from the Premises. Lessee also shall give Lessor's Manager Environmental Leases immediate notice of all measures undertaken on behalf of Lessee to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to Lessor's Manager Environmental Leases copies of all reports and/or data regarding any investigations or remediations of the Premises.

C. In the event that Lessor has notice from Lessee or otherwise of a release or violation of Environmental Laws on the Premises which occurred or may occur during the term of this Lease, Lessor may require Lessee, at Lessee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Lessor's right-of-way.

D. Lessee shall promptly report to Lessor in writing any conditions or activities upon the Premises which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Lessee's reporting to Lessor shall not relieve Lessee of any obligation whatsoever imposed on it by this Lease. Lessee shall promptly respond to Lessor's request for information regarding said conditions or activities.

E. Hazardous Materials are not permitted on the Premises except as otherwise described herein. Lessee expects to use on the Premises the following Hazardous Materials: N/A, and to store on the Premises the following Hazardous Materials (as defined in Section 4(F) below): N/A; provided, however, that Lessee may only use and store the listed Hazardous Materials in such amounts as are necessary and customary in Lessee's

industry for the permitted uses hereunder ("Permitted Substances"). All such Permitted Substances shall be placed, used, and stored in strict accordance with all Environmental Laws. Use or storage on the Premises of any Hazardous Materials not disclosed in this Section 4(E) is a breach of this Lease.

F. For purposes of this Section 4, "Hazardous Materials" means all materials, chemicals, compounds, or substances (including without limitation asbestos, petroleum products, and lead-based paint) identified as hazardous or toxic under Environmental Laws.

G. Lessor may, at its option prior to termination of this Lease, require Lessee to conduct an environmental audit of the Premises through an environmental consulting engineer acceptable to Lessor, at Lessee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during Lessee's occupancy thereof. The audit shall be conducted to Lessor's satisfaction and a copy of the audit report shall promptly be provided to Lessor for its review. Lessee shall pay all expenses for any remedial action that may be required as a result of said audit to correct any noncompliance or environmental damage, and all necessary work shall be performed by Lessee prior to termination of this Lease.

Section 5. Access to Adjacent Property by Lessee.

If access to and from the Premises can be accomplished only through use of Lessor's property adjacent to the Premises, such use is granted for ingress and egress only and on a non-exclusive basis, subject to such restrictions and conditions as Lessor may impose by notice to Lessee. Lessor shall have the right to designate the location or route to be used. Lessee understands and agrees that all of the terms and obligations under this Lease applicable to Lessee shall also be applicable to Lessee with respect to Lessee's use of any property adjacent to the Premises which Lessee may use just as though the property has been specifically described as part of the Premises, including, without limitation, the indemnity provisions of Section 13. Notwithstanding anything to the contrary herein, this Section 5 shall not grant Lessee any right to cross any of Lessor's Tracks. Any such crossing rights may only be granted by a separate written agreement between Lessor and Lessee.

Section 6. Access to Premises by Lessor.

A. Lessor and its contractors, agents and other designated third parties may at all reasonable times and at any time in case of emergency, in such manner as to not unreasonably interfere with Lessee's use of the Premises as allowed hereunder, (i) enter the Premises for inspection of the Premises or to protect the Lessor's interest in the Premises or to protect from damage any property adjoining the Premises, (ii) enter the Premises to construct, maintain, and operate trackage, fences, pipelines, communication facilities, fiber optic lines, wireless towers, telephone, power or other transmission lines, or appurtenances or facilities of like character, upon, over, across, or beneath the Premises, without payment of any sum for any damage, including damage to growing crops, (iii) take all required materials and equipment onto the Premises, and perform all required work therein, for the purpose of making alterations, repairs, or additions to the Premises as Lessor may elect if Lessee defaults in its obligation to do so, (iv) enter the Premises to show the Premises to holders of encumbrances on the interest of Lessor in the Premises, or to prospective purchasers or mortgagees of the Premises, and all such entries and activities shall be without any rebate of rent to Lessee for any loss of occupancy of the Premises, or damage, injury or inconvenience thereby caused.

B. For purposes stated in this Section 6, Lessor will at all times have keys with which to unlock all of the doors and gates on the Premises, and Lessee will not change or alter any lock thereon without Lessor's permission.

C. In an emergency, Lessor will be entitled to use any and all means that Lessor may deem proper to open doors, gates, and other entrances to obtain entry to the Premises. Any entry to the Premises by Lessor as described in this Section 6 shall not under any circumstances be construed or deemed to be a forcible or

unlawful entry into, or a detainer of, the Premises, or any eviction of Lessee from the Premises, and any damages caused on account thereof will be paid by Lessee.

Section 7. Warranties.

LESSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LESSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. This Lease is made subject to all outstanding rights or interests of others. If the Premises are subsequently found to be subject to prior claim, this Lease shall terminate immediately on notice to that effect from Lessor. Lessee accepts this Lease subject to that possibility and its effect on Lessee's rights and ownership of the Lessee Improvements. In case of eviction of Lessee by anyone other than Lessor, or anyone owning or claiming title to or any interest in the Premises, Lessor shall not be liable to Lessee for damage of any kind (including any loss of ownership right to Lessee's Improvements) or to refund any rent paid hereunder, except to return the unearned portion of any rent paid in advance.

Section 8. Premises Condition; Lessee Improvements.

A. Lessee represents that the Premises, the Lessee owned fence, parking lot, (or other improvement), the title thereto, any subsurface conditions thereof, and the present uses thereof have been examined by the Lessee. Lessee accepts the same in the condition in which they now are, without representation or warranty, expressed or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the title thereto, the nature, condition or usability thereof, or the uses to which the Premises may be put. By taking possession or commencing use of the Premises, Lessee (i) acknowledges that it is relying on its own inspections of the Premises and not on any representations from Lessor regarding the Premises; (ii) establishes conclusively that the Premises are at such time in satisfactory condition and in conformity with this Lease and all zoning or other governmental requirements in all respects; and (iii) accepts the Premises in its condition as of the Commencement Date on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this Section 8 affects the commencement of the term of the Lease or the obligation of Lessee to pay rent as provided above. Lessee represents and warrants to Lessor as follows: (i) Lessee does not intend to, and will not, use the Premises for any purpose other than as set forth in Section 2; (ii) Lessee has previously disclosed in writing to Lessor all special requirements (but Lessor shall have no responsibility relative to any such special requirement), if any, which Lessee may have in connection with this intended use; and (iii) Lessee has undertaken and has reasonably and diligently completed all appropriate investigations regarding the suitability of the Premises for Lessee's intended use. Lessee shall comply with any covenants, conditions or restrictions now or hereafter affecting the Premises, and acknowledges that Lessor may place any covenants, conditions or restrictions of record affecting the Premises prior to or during the term of the Lease. In such event, this Lease will be subject and subordinate to all of the same without further action by either party, including, without limitation, the execution of any further instruments. Lessee acknowledges that Lessor has given material concessions for the acknowledgements and provisions contained in this Section 8, and that Lessor is relying on these acknowledgments and agreements and would not have entered into this Lease without such acknowledgements and agreements by Lessee.

B. If improvements are necessary for Lessee's use of the Premises, Lessee, at Lessee's sole cost and expense, shall, on or after the Commencement Date, construct and install such improvements to the Premises which are necessary for Lessee's use of the Premises and are acceptable to Lessor in Lessor's sole discretion ("Lessee Improvements"). The construction and installation of any Lessee Improvements shall be subject to Lessor's prior written approval of plans and specifications for such Lessee Improvements to be prepared by Lessee and submitted to Lessor for approval as set forth below, such approval to be in Lessor's sole and absolute discretion. Within forty-five (45) days after the Commencement Date, Lessee shall submit detailed plans and specifications, and the identity of Lessee's proposed general contractor for the Lessee Improvements for Lessor's review and approval. Lessor shall either approve or disapprove the plans and specifications and general contractor (in its sole and absolute discretion) by written notice delivered to Lessee

within sixty (60) days after receipt of the same from Lessee. In the event of any disapproval, Lessor shall specify the reasons for such non-approval. If Lessor fails to deliver notice to Lessee of Lessor's approval or disapproval of the plans, specifications, and proposed general contractor within the time period discussed above, Lessee's plans, specifications and proposed contractor shall be deemed disapproved. If Lessor specifies objections to the plans and specifications or general contractor as herein provided and Lessor and Lessee are unable to resolve the objections by mutual agreement within a period of thirty (30) days from the date of delivery of written notice thereof, Lessee, as its sole remedy, to be exercised not later than ten (10) days after the expiration of said thirty (30) days period, may terminate this Lease by written notice to Lessor. Upon approval of the plans and specifications by Lessor, Lessor and Lessee shall sign the same, and they shall be deemed a part hereof. All Lessee Improvements shall be constructed and installed in accordance with the terms and conditions of Exhibit "B" attached to the Lease and all applicable terms and conditions of the Lease regarding alterations and improvements. Lessee shall not construct any other alteration or improvement to the Premises without Lessor's prior written consent. The Lessee Improvements constructed pursuant to the above provisions shall be owned by Lessee during the term of the Lease and removed from the Premises or surrendered to the Lessor pursuant to Section 20 below upon termination of this Lease.

C. Lessee agrees to reimburse Lessor for all costs and expenses incurred by Lessor in connection with Lessee's use of the Premises, including but not limited to the furnishing of Lessor's flaggers and any vehicle rental costs incurred. Lessee shall bear the cost of flagger services and other safety measures provided by Lessor, when deemed necessary by Lessor's representative. Flagging costs shall include, but not be limited to the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs. To arrange flagger services, contact BNSF's Scheduling Agent at wilsoncompany.utility.ic@wilsonco.com or (816) 556-3624 at least fifteen (15) days in advance of entry and BEFORE YOU DIG, CALL (800) 533-2891 (option 7).

Section 9. Taxes and Utilities.

A. In addition to Base Rent, Lessee shall pay all taxes, utilities, and other charges of every kind and character, whether foreseen or unforeseen, ordinary or extraordinary, which are attributable to the term of this Lease and may become due or levied against the Premises, against Lessee, against the business conducted on the Premises or against the Lessee Improvements placed thereon during the term hereof, even though such taxes, utilities or other charges may not become due and payable until after termination of this Lease provided; however, that Lessee shall only be responsible for the payment of property taxes levied against the Premises to the extent such taxes are separately assessed by the applicable taxing authority as a result of this Lease. Lessee agrees that Lessor shall not be required to furnish to Lessee any utility or other services. If this Lease is a transfer of an existing lease, Lessee must make arrangements with the present lessee for payment of any delinquent and current taxes, utilities, and other charges prior to taking possession. If such arrangements are not made, Lessee agrees to pay all such taxes, utilities, and other charges. If Lessor should make any such payments, Lessee shall promptly upon demand reimburse Lessor for all such sums.

B. Should the Premises be subject to special assessment for public improvements in the amount of Five Hundred Dollars (\$500.00) or less during any Lease Year, Lessee shall promptly reimburse Lessor the amount in full. Should the assessment exceed Five Hundred Dollars (\$500.00) during any Lease Year then such excess shall be paid by Lessor, but the Base Rent herein shall be increased by an amount equal to twelve percent (12%) of such excess payable for each Lease Year such amounts are payable.

Section 10. Track Clearance.

A. Lessee shall not place, permit to be placed, or allow to remain, any permanent or temporary material, structure, pole, or other obstruction within (i) 8½ feet laterally from the centerline of any of Lessor's Tracks on or about the Premises (nine and one-half (9-1/2) feet on either side of the centerline of any of Lessor's Tracks which are curved) or (ii) 24 feet vertically from the top of the rail of any of Lessor's Tracks on or about the Premises ("Minimal Clearances"); provided that if any law, statute, regulation, ordinance, order, covenant or restriction ("Legal Requirement") requires greater clearances than those provided for in this Section 10, then Lessee shall strictly comply with such Legal Requirement. However, vertical or lateral clearances which are less than the Minimal Clearances but are in compliance with Legal Requirements will not be a violation of this Section 10, so long as Lessee strictly complies with the terms of any such Legal Requirement and posts a sign on the Premises clearly noting the existence of such reduced clearance. Any such sign shall be painted with black and white reflective paint.

B. Lessor's operation over any Lessor's Track on or about the Premises with knowledge of an unauthorized reduced clearance will not be a waiver of the covenants of Lessee contained in this Section 10 or of Lessor's right to recover for and be indemnified and defended against such damages to property, and injury to or death of persons, that may result therefrom.

C. Lessee shall not place or allow to be placed any freight car within 250 feet of either side of any at-grade crossings on Lessor's Tracks.

Section 11. Repairs; Maintenance.

A. Lessee shall, at its sole expense, take good care of the Premises (including all Lessee Improvements) and shall not do or suffer any waste with respect thereto and Lessee shall promptly make all necessary or desirable Repairs to the Premises. The term "Repairs" means all reasonable repair and maintenance necessary to keep the Premises (including all Lessee Improvements) in good condition and includes, without limitation, replacements, restoration and renewals when necessary. Lessee shall keep and maintain any paved areas, sidewalks, curbs, landscaping, and lawn areas in a clean and orderly condition, and free of accumulation of dirt and rubbish.

B. Lessor shall not have any liability or obligation to furnish or pay for any services or facilities of whatsoever nature or to make any Repairs or alterations of whatsoever nature in or to the Premises, including but not limited to structural repairs, or to maintain the Premises in any manner. Lessee acknowledges that Lessor shall have no responsibility for management of the Premises.

C. Within thirty (30) days of the effective date of the agreement, Lessee shall, at its sole cost and expense, construct a protective chain link fence minimum of six (6) feet in height along the north and west sides of the parking area of the Premises as shown by a solid line with X's on Exhibit "A" of this agreement. Lessee shall thereafter repair, maintain, and renew said fence, so as to keep in good repair at the sole cost to the Lessee. If fence is not constructed within this time frame, Lessor may construct said fence at the sole cost of Lessee and Lessee shall pay Lessor all associated costs within 10 days of receipt of bills.

Section 12. Safety; Dangerous and Hazardous Conditions.

A. It is understood by Lessee that the Premises may be in dangerous proximity to railroad tracks, including Lessor's Tracks, and that persons and property, whether real or personal, on the Premises will be in danger of injury, death or destruction incident to the operation of the railroad, including, without limitation, the risk of derailment, fire, or inadequate clearance (including sight clearance or vision obstruction problems at grade crossings on or adjacent to the Premises), and Lessee accepts this Lease subject to such dangers, and acknowledges that its indemnification obligations hereunder extend to and include all such risks.

B. Prior to entering the Premises, Lessee shall and shall cause its contractor(s) to comply with all of Lessor’s applicable safety rules and regulations. Lessee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one (1) year prior to entering upon the Premises. Additionally, Lessee must ensure that each and every employee of Lessee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Lessee must renew the Safety Orientation annually.

Section 13. Indemnity.

A. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS LEASE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS;**
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LEASE;**
- (iii) LESSEE'S OCCUPATION AND USE OF THE PREMISES;**
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LESSEE; OR**
- (v) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

B. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13(A), LESSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LESSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LESSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LEASE SHALL NOT IN ANY WAY SUBJECT LESSOR TO CLAIMS THAT LESSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND

HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LESSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

C. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LESSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

D. Upon written notice from Lessor, Lessee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Lease for which Lessee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Lessee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 14. Equal Protection.

It is agreed that the provisions of Sections 10, 12, and 13 are for the equal protection of other railroad companies, including, without limitation, the National Railroad Passenger Corporation (Amtrak), permitted to use Lessor's property, and such railroad companies shall be deemed to be included as Indemnitees under Sections 10, 12, and 13.

Section 15. Assignment and Sublease.

A. Lessee shall not (i) assign or otherwise transfer this Lease or any interest herein, or (ii) sublet the Premises or any part thereof, without, in each instance, obtaining the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. For purposes of this Section 15, in the event that there are aggregate transfers or other changes in the ownership interests of Lessee resulting in a change of more than 20% of the ownership interests as held on the date hereof, a transfer shall be deemed to have occurred hereunder. Any person or legal representative of Lessee, to whom Lessee's interest under this Lease passes by operation of law, or otherwise, will be bound by the provisions of this Lease.

B. Any assignment, lease, sublease or transfer made pursuant to Section 15(A) may be made only if, and shall not be effective until, the assignee cures all outstanding defaults of Lessee hereunder and executes, acknowledges and delivers to Lessor an agreement, in form and substance satisfactory to Lessor, whereby the assignee assumes the obligations and performance of this Lease and agrees to be personally bound by and upon all of the covenants, agreements, terms, provisions and conditions hereof on the part of Lessee to be performed or observed. Lessee covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of rent by Lessor from an assignee or transferee or any other party, Lessee will remain fully and primarily liable along with the assignee for the payment of the rent due and to become due under this Lease and for the performance of all of the covenants, agreements, terms, provisions, and conditions of this Lease on the part of Lessee to be performed or observed.

Section 16. Liens.

Lessee shall promptly pay, discharge and release of record any and all liens, charges and orders arising out of any construction, alterations or repairs, suffered or permitted to be done by Lessee on the Premises. Lessor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Lessor to take any such action shall not relieve Lessee of any obligation or liability under this Section 16 or any other Section of this Lease.

Section 17. Insurance.

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease the following insurance coverage:

- A.** All risks property insurance covering all of **Railroad's** property including property in the care, custody, or control of Lessee. Coverage shall include the following:
 - ◆ Issued on a replacement cost basis.
 - ◆ Shall provide that in respect of the interest of **Railroad** the insurance shall not be invalidated by any action or inaction of Lessee or any other person and shall insure the respective interests of **Railroad** as they appear, regardless of any breach or violation of any warranty, declaration or condition contained in such policies by Lessee or any other person.
 - ◆ Include a standard loss payable endorsement naming **Railroad** as the loss payee as its interests may appear.
 - ◆ Include a waiver of subrogation in favor of **Railroad**.

- B.** Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$ 2,000,000 but in no event less than the amount otherwise carried by Lessee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to **Railroad**.
- Additional insured endorsement in favor of and acceptable to **Railroad and Jones Lang LaSalle Brokerage, Inc.**
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railroad** employees.

No other endorsements limiting coverage may be included on the policy.

- C.** Business Automobile Insurance. This insurance shall contain a combined single limit of at least

\$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railroad**.
- ◆ Additional insured endorsement in favor of and acceptable to **Railroad**.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**.

D. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Lessee’s statutory liability under the worker’s compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers’ Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railroad**.

E. If construction is to be performed on the Premises by Lessee, Lessee or Lessee’s contractor shall procure Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railroad** prior to performing any work or services under this Lease.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$19,257.50.00.

- I **elect** to participate in Licensor's Blanket Policy;
- I **elect not** to participate in Licensor's Blanket Policy.

F. Pollution Legal Liability (PLL) Insurance. This insurance shall be in an amount of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence in the aggregate including but not limited to coverage for the following:

- ◆ bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death;

- ◆ property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- ◆ defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- ◆ Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY, PROPERTY DAMAGE, or Remediation Expense.
- ◆ If coverage is purchased on a "claims made" basis, lessee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation, or termination of this contract. Annually contractor agrees to provide evidence of such coverage as required hereunder.
- ◆ Delete any bodily injury exclusions resulting from lead or asbestos.
- ◆ Amend the Contractual Liability exclusions and employers' liability exclusion to provide coverage for liability assumed under contract.
- ◆ Amend the definition of Property Damage to provide coverage for natural resource damage.

Other Requirements:

All policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Lessee agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or through policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Lessee further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under Lessee's care, custody, or control.

Lessee is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Lessee in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Lease, be covered by Lessee's insurance will be covered as if Lessee elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to accessing the Premises, Lessee shall furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments.. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the Premises is located.

Lessee represents that this Lease has been thoroughly reviewed by Lessee's insurance agent(s)/broker(s), who have been instructed by Lessee to procure the insurance coverage required by this Lease. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be contracted by Lessee, Lessee shall require that the contractor shall provide and maintain insurance coverages as set forth herein, naming **Railroad** as an additional insured, and shall require that the contractor shall release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as Lessee is required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this Section 17 shall entitle, but not require, **Railroad** to terminate this Lease immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Lessee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by **Railroad** shall not be limited by the amount of the required insurance coverage.

For purposes of this Section 17, **Railroad** shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

Section 18. Water Rights and Use of Wells.

This Lease does not grant, convey or transfer any right to the use of water under any water right owned or claimed by the Lessor which may be appurtenant to the Premises. All right, title, and interest in and to such water is expressly reserved unto Lessor, and the right to use same or any part thereof may be obtained only by the prior written consent of the Lessor. Lessee shall not use, install or permit to be installed or used any wells on the Premises without the prior written consent of Lessor.

Section 19. Default.

- A. An "Event of Default" by Lessee shall have occurred hereunder if any of the following shall occur:
 - (i) if Lessee violates any safety provision contained in this Lease;
 - (ii) if Lessee fails to pay rent or any other monetary payment hereunder when due or fails to perform any other obligations under this Lease and such failure continues thirty (30) days after written notice from Lessor to Lessee of Lessee's failure to make such payment or perform such obligations;
 - (iii) if a decree or order of a court having jurisdiction over the Premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Lessee or over all or a substantial part of the property of Lessee shall be entered; or if Lessee becomes insolvent or makes a transfer in fraud of creditors; or an interim receiver, trustee or other custodian of Lessee or of all or a substantial part of the property of Lessee shall be appointed or a warrant of attachment, execution, or similar process against any substantial part of the property of Lessee shall be issued and any such event shall not be stayed, dismissed, bonded or discharged within thirty (30) days after entry, appointment or issuance;
 - (iv) if the Premises is abandoned or vacated by Lessee.

B. If an Event of Default occurs as provided above, Lessor may, at its option, (i) terminate this Lease by serving five (5) days notice in writing upon Lessee, in which event Lessee shall immediately surrender possession of the Premises to Lessor, without prejudice to any claim for arrears of rent or breach of covenant, (ii) proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by Lessee of the applicable provisions of this Lease or to recover damages for a breach thereof, (iii) cure the default by making any such payment or performing any such obligation, as applicable, at Lessee's sole expense, without waiving or releasing Lessee from any obligation, or (iv) enter into and upon the Premises or any part thereof and repossess the same without terminating the Lease and, without obligations to do so relet the Premises or any part thereof as the agent of Lessee and in such event, Lessee shall be immediately liable to Lessor for all costs and expenses of such reletting, the cost of any alterations and repairs deemed necessary by Lessor to effect such reletting and the full amount, if any, by which the rentals reserved in this Lease for the period of such reletting exceeds the amounts agreed to be paid as rent for the Premises for the period of reletting. The foregoing rights and remedies given to Lessor are and shall be deemed to be cumulative and the exercise of any of them shall not be deemed to be an election excluding the exercise by Lessor at any time of a different or inconsistent remedy. If, on account of breach or default by Lessee of any of Lessee's obligations hereunder, it shall become necessary for the Lessor to employ an attorney to enforce or defend any of Lessor's rights or remedies hereunder, then, in any such event, any reasonable amount incurred by Lessor for attorneys' fees shall be paid by Lessee. Any waiver by Lessor of any default or defaults of this Lease or any delay of Lessor in enforcing any remedy set forth herein shall not constitute a waiver of the right to pursue any remedy at a later date or terminate this Lease for any subsequent default or defaults, nor shall any such waiver in any way affect Lessor's ability to enforce any Section of this Lease. The remedies set forth in this Section 19 shall be in addition to, and not in limitation of, any other remedies that Lessor may have at law or in equity, and the applicable statutory period for the enforcement of a remedy will not commence until Lessor has actual knowledge of a breach or default.

Section 20. Termination.

Upon the termination of Lessee's tenancy under this Lease in any manner herein provided, Lessee shall relinquish possession of the Premises and shall remove any Lessee Improvements, and restore the Premises to substantially the state and environmental condition in which it was prior to Lessee's use ("Restoration Obligations"). If Lessee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Lessor may, at its election (i) either remove the Lessee Improvements or otherwise restore the Premises, and in such event Lessee shall, within thirty (30) days after receipt of bill therefor, reimburse Lessor for cost incurred, (ii) upon written notice to Lessee may take and hold any Lessee Improvements and personal property as its sole property, without payment or obligation to Lessee therefor, or (iii) specifically enforce Lessee's obligation to restore and/or pursue any remedy at law or in equity against Lessee for failure to so restore. Further, in the event Lessor has consented to Lessee Improvements remaining on the Premises following termination, Lessee shall, upon request by Lessor, provide a Bill of Sale in a form acceptable to Lessor conveying such Lessee Improvements to Lessor.

Section 21. Survival of Obligations.

Notwithstanding any expiration or other termination of this Lease, all of Lessee's indemnification obligations and any other obligations that have accrued but have not been satisfied under this Lease prior to the termination date shall survive such termination.

Section 22. Holding Over.

If Lessee fails to surrender the Premises to Lessor upon the termination of this Lease, and Lessor does not consent in writing to Lessee's holding over, then such holding over will be deemed a month-to-month tenancy. Lessee's holdover will be subject to all provisions of this Lease.

Section 23. Multiple Party Lessee.

In the event that Lessee consists of two or more parties, all the covenants and agreements of Lessee herein contained shall be the joint and several covenants and agreements of such parties.

Section 24. Damage or Destruction.

If at any time during the term of this Lease, the Premises are damaged or destroyed by fire or other casualty, then Lessor may terminate this Lease or repair and reconstruct the Premises to substantially the same condition in which the Premises existed immediately prior to the damage or destruction, except that Lessor is not required to repair or reconstruct any Lessee Improvements, personal property, furniture, trade fixtures, or office equipment located on the Premises and removable by Lessee under the provisions of this Lease.

Section 25. Eminent Domain.

If any part of the Premises is taken by eminent domain, Lessor may either terminate this Lease or continue the Lease in effect. If Lessor elects to continue the Lease, rent will be reduced in proportion to the area of the Premises taken by eminent domain, and Lessor shall repair any damage to the Premises resulting from the taking. All sums awarded or agreed upon between Lessor and the condemning authority for the taking of the interest of Lessor or Lessee, whether as damages or as compensation, will be the property of Lessor; without prejudice, however, to claims of Lessee against the condemning authority for moving costs and the unamortized cost of leasehold improvements paid for by Lessee taken by the condemning authority. If this Lease is terminated under this Section 25, rent will be payable up to the date that possession is taken by the condemning authority, and Lessor shall refund to Lessee any prepaid unaccrued rent less any sum then owing by Lessee to Lessor.

Section 26. Representations.

Neither Lessor nor Lessor's agents have made any representations or promises with respect to the Premises except as herein expressly set forth.

Section 27. Signs.

No signs are to be placed on the Premises without the prior written approval of Lessor of the size, design, and content thereof.

Section 28. Consents and Approvals.

Whenever in this Lease Lessor's consent or approval is required, such consent or approval shall be in Lessor's sole and absolute discretion. If Lessor delays or refuses such consent or approval, such consent or approval shall be deemed denied, and Lessee in no event will be entitled to make, nor will Lessee make, any claim, and Lessee hereby waives any claim, for money damages (nor will Lessee claim any money damages by way of set-off counterclaim or defense) based upon any claim or assertion by Lessee that Lessor unreasonably withheld or unreasonably delayed its consent or approval.

Section 29. Captions.

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

Section 30. Public Record.

It is understood and agreed that this Lease shall not be placed of public record.

Section 31. Governing Law.

All questions concerning the interpretation or application of provisions of this Lease shall be decided according to the laws of the state in which the Premises are located.

Section 32. No Waiver.

One or more waivers of any covenant, term, or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by Lessor to or of any act by Lessee requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 33. Binding Effect.

All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Lessor and Lessee to the same extent as if each such successor and assign was named a party to this Lease.

Section 34. Force Majeure.

Except as may be elsewhere specifically provided in this Lease, if either party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of the like nature not the fault of the party delayed in performance of its obligation, such party is excused from such performance for the period of delay. The period for the performance of any such act will then be extended for the period of such delay.

Section 35. Entire Agreement/Modification.

This Lease is the full and complete agreement between Lessor and Lessee with respect to all matters relating to lease of the Premises and supersedes any and all other agreements between the parties hereto relating to lease of the Premises. If this Lease is a reissue of an existing agreement held by Lessee, it shall supersede and cancel the previous lease or leases, without prejudice to any liability accrued prior to cancellation. This Lease may be modified only by a written agreement signed by Lessor and Lessee.

Section 36. Notices.

Any notice or documents required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given or shall be deemed to have been served and given if (i) delivered in person to the address hereinafter set forth for the party to whom the notice is given, (ii) placed in the United States mail, certified - return receipt requested, addressed to such party at the address hereinafter set forth, or (iii) deposited into the custody of any reputable overnight carrier for next day delivery, addressed to such party at the address hereinafter set forth. Any notice mailed as above shall be effective upon its deposit into the custody of the U. S. Postal Service or such reputable overnight carrier, as applicable; all other notices shall be effective upon receipt. All rent and other payments due to Lessor hereunder shall also be made as provided in Section 3(A) above, and delivery of such rental and other payments shall only be effective upon actual receipt by Lessor. From time to time either party may designate another address or telecopy number within the 48 contiguous states of the United States of America for all purposes of this Lease by giving the other party not less than fifteen (15) days' advance written notice of such change of address in accordance with the provisions hereof.

If to Lessee:

City of Livingston, Inc. A Montana City
330 Bennett
Livingston, MT 59047
Attn: City Manager

If to Lessor:

BNSF Railway Company
2650 Lou Menk Drive, MOB-2
Fort Worth, Texas 76131-2828
Attn: Director Real Estate

With a copy to:

Jones Lang LaSalle Global Services - RR, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, Texas 76131-2828
Attn: Director Leases

Section 37. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

Section 38. Relationship.

Notwithstanding anything else herein to the contrary, neither party hereto shall be construed or held, by virtue of this Lease, to be the agent, partner, joint venturer, or associate of the other party hereto, it being expressly understood and agreed that the relationship between the parties hereto is and at all times during the term of this Lease, shall remain that of Lessor and Lessee.

Section 39. Severability.

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 40. Transferability; Release of Lessor.

Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Premises, and upon such transfer, Lessor shall be released from any further obligations hereunder, and Lessee agrees to look solely to the successor in interest of Lessor for the performance of such obligations.

Section 41. Tax Waiver.

Lessee waives all rights pursuant to all Laws to protest appraised values or receive notice of reappraisal regarding the Premises (including Lessor's personalty), irrespective of whether Lessor contests the same.

Section 42. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any relief to which it may be entitled.

Executed by the parties to be effective as of the Effective Date above.

LESSOR

BNSF Railway Company

By: _____
Name: _____
Title: _____

LESSEE

City of Livingston, Inc.

By: _____
Name: _____
Title: _____

COORDINATE SYSTEM: MT

TRACKING NO. 2

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF LIVINGSTON, INC.

SCALE: 1 IN = 200 FT
MONTANA DIV.
MRL SECOND SUB SUBDIV. L.S. 0041
DATE: 8/22/2024

SECTION: 7
TOWNSHIP & RANGE:
2S 10E
MERIDIAN: PRM

TRIM LINE



DESCRIPTION:
A PARCEL OF LAND CONTAINING A TOTAL OF 89,178 SQ FT.
(2.05 A.C.) MORE OR LESS SHOWN HATCHED.

- LEGEND:**
- PREMISES
 - RIGHT OF WAY LINE
 - PROPOSED RIGHT OF WAY LINE
 - TRACK
 - FENCE

LIVINGSTON
COUNTY OF PARK

STATE OF MT

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

WORK LETTER AGREEMENT

THIS WORK LETTER AGREEMENT (the "Agreement") supplements that certain Indefinite Term Lease for Land ("Lease") dated _____, _____ by and between **BNSF Railway Company**, a Delaware corporation ("Lessor") and _____, a(n) _____ ("Lessee"). In the event of any conflict between the provisions of this Agreement and the provisions of the Lease, the provisions of this Agreement shall control. Unless the context otherwise requires, capitalized terms not defined herein shall have the meaning assigned to such terms in the Lease.

In the event Lessee uses one or more general contractors or subcontractors ("Contractor(s)") for any improvements, alterations, build out, finish out, or other similar work on the Premises ("Work"), Lessee agrees to and accepts the following:

1. Prior to performing any Work, Lessee shall obtain Lessor's approval of each Contractor and any Work to be performed by such Contractor shall be performed pursuant to a written contract between Lessee and the Contractor ("Work Contract") approved in advance by Lessor.

2. Prior to commencing any Work, Lessee shall submit for Lessor's review and approval Lessee's plans, specifications and/or drawings for such Work (collectively, "Plans") in accordance with the procedure set forth in the Lease.

3. All Work must be performed at Lessee's sole cost and expense and in accordance with the Plans which have previously been approved by Lessor.

4. Lessee shall cause its Contractors to meet all insurance and indemnification requirements required of Lessee under the Lease and shall obtain indemnification and insurance provisions from its Contractors in favor of Lessor and in the same form as set forth in the Lease.

5. Prior to the commencement of the Work, all required local building, fire, health and other departments must approve all Plans requiring approval by local building codes. In addition, the Work shall be performed, installed and/or constructed in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations, including without limitation, the Americans With Disabilities Act of 1990, 42 U.S.C.A. 12101 et seq.

6. Lessee shall be responsible for obtaining all municipal and other governmental licenses or permits for the Work with copies furnished to Lessor prior to commencement of any construction.

7. Lessee shall furnish Lessor, for Lessor's approval, a copy of its schedule of the Work. Lessee shall perform the Work in accordance with the schedule approved by Lessor, and any changes in such schedule must be approved by Lessor in writing in advance.

8. Notwithstanding the status of the completion of the Work, Lessee's obligation for payment of Base Rent and other amounts due under the Lease shall commence on the Commencement Date provided in the Lease. Notwithstanding anything herein to the contrary, Lessor may, in Lessor's sole discretion, permit Lessee and Lessee's Contractors to enter the Premises prior to the Commencement Date in order to commence Work; provided, however, that Lessee agrees that such early entry or occupation of the Premises shall be governed by all of the terms and conditions of the Lease and this Agreement (including the insurance and indemnity requirements therein), as such terms and conditions are more specifically set forth in the Lease and this Agreement.

9. During construction, Lessor reserves the right to inspect the Work at any time upon reasonable notice to Lessee.

10. Lessee's Contractors shall keep the Premises reasonably clean at all times during the performance of the Work.

11. All Work must be performed in a good and workmanlike manner, free from defects in materials and workmanship.

12. If any materialman's, mechanic's, laborer's or any other liens for any work claimed to have been undertaken for Lessee or at Lessee's request is filed against the Premises, Lessee shall indemnify, defend and hold harmless Lessor from any such liens filed during the term of the Lease and shall, at Lessee's own expense, cause all such liens to be removed within ten (10) days after written notice from Lessor to Lessee of the filing thereof.

13. Lessee must obtain Lessor's reasonable approval that the Work has been completed in substantial accordance with the approved plans and specifications. Lessor shall receive copies of all Certificates of Occupancy and as-built drawings (electrical, mechanical, fire and architectural) prior to approving the Work.

14. All guarantees and warranties provided by Lessee's Contractors shall be issued to Lessee and, for Work which is or will at the termination of this Lease be Lessor's property, also to Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first set forth above.

LESSOR:

BNSF Railway Company

By: _____
Name: _____
Title: _____

LESSEE:

By: _____
Name: _____
Title: _____

Sample

File Attachments for Item:

**A. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA
RECOGNIZING FIRE PREVENTION WEEK 10/6/24 - 10/12/24 IN LIVINGSTON MONTANA**



Proclamation
of the Livingston City Commission
Declaring October 6 - 12, 2024, as

Fire Prevention Week in the City of Livingston

WHEREAS, the City of Livingston prioritizes the safety of its residents, and home fires pose a serious threat to lives and property, with properly installed and maintained smoke alarms significantly reducing the risk of fire-related injuries and fatalities; and

WHEREAS, the 2024 Fire Prevention Week campaign, “**Smoke Alarms: Make Them Work for You!**” stresses the critical role smoke alarms play in providing early warning of fires, urging the installation of alarms in every bedroom, outside sleeping areas, and on every level of a home, including basements; and

WHEREAS residents are encouraged to follow proper installation guidelines, interconnect their alarms for full-home protection, and select alarms that are listed by a qualified testing laboratory, with both ionization and photoelectric alarms or dual-sensor alarms providing the best defense; and

WHEREAS, the **Livingston Fire & Rescue Department** provides outstanding service to our community by responding to emergencies and promoting fire safety education, and we greatly appreciate their dedication to keeping our residents safe; and

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Livingston City Commission, I, Karrie Kahle, Chair, do hereby proclaim October 6 - 12, 2024, to be:

**FIRE PREVENTION WEEK IN
 LIVINGSTON, MONTANA.**

Further, we encourage all residents to ensure their homes are equipped with functioning smoke alarms, properly installed, tested, and maintained, while we express our gratitude to Livingston Fire & Rescue for their unwavering commitment to public safety.

Karrie Kahle, Chair
Livingston City Commission

Emily Hutchinson,
City Clerk

File Attachments for Item:

**B. A PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA
RECOGNIZING OCTOBER 16, 2024 AS CUB SCOUT DAY IN LIVINGSTON MONTANA**



Proclamation
of the Livingston City Commission
Declaring October 16, 2024,
Cub Scout Day in the City of Livingston

WHEREAS, Cub Scouts was founded in the United States on April 1, 1930, as a program designed to prepare young people to make ethical and moral choices over their lifetimes, guided by the values of the Scout Oath and Law; and

WHEREAS, the Boy Scouts of America (now Scouting America) was established by William D. Boyce on February 8, 1910, with the mission of empowering future leaders by teaching the principles of responsibility, citizenship, and service; and

WHEREAS, Cub Scout Pack 552 in Livingston was created in June 1971 and has played a vital role in helping young people in our community develop skills, leadership abilities, and a sense of civic duty; and

WHEREAS, the Cub Scouts follow the motto "Do Your Best," encouraging perseverance, personal responsibility, and a commitment to excellence in all aspects of their lives; and

WHEREAS, Cub Scouts in Livingston contribute significantly to our community through service projects, teamwork, and leadership development, fostering a brighter future for all;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Livingston City Commission, I, Karrie Kahle, Chair, do hereby proclaim October 16, 2024, to be:

**CUB SCOUT DAY IN
 LIVINGSTON, MONTANA.**

Karrie Kahle, Chair
Livingston City Commission

Emily Hutchinson,
City Clerk

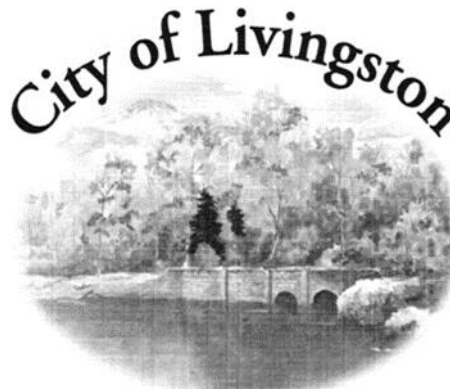
File Attachments for Item:

A. PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
James Willich
Quentin Schwarz
Torrey Lyons

Date: October 1, 2024
To: Chair Kahle and City Commissioners
From: Grant Gager, City Manager

Staff Report for Public Hearing for Community Development Block Grant Projects

Recommendation and Summary

Staff is recommending the Commission conduct a public hearing to solicit community input on possible projects that may be funded by a Community Development Block Grant. As this is to conduct a public hearing soliciting project concepts, no motion is necessary.

The reasons for the public hearing are as follows:

- The Montana Department of Commerce is conducting an application round for both planning and construction grants in November 2024.
- The Department has promulgated certain advice to possible applicants on best practices and recommends two public hearings with the community.

Introduction and History

The Community Development Block Grant (CDBG) program awards grants to cities, towns, and counties to develop and preserve affordable housing, to provide services to the most vulnerable in our communities, and to create and retain jobs. CDBG provides funding and technical assistance to help local governments plan for future growth and development, develop specific plans for individual projects, and take action to address community needs.

Analysis

With an application cycle for both planning and construction grants closing in November, the City is interested in learning of potential projects from community members. The City is considering a planning grant related to a grade separated rail crossing but welcomes community input on other planning or construction grant opportunities.

Fiscal Impact

There is no fiscal impact arising from the conduct of a public hearing.

Strategic Alignment

Understanding community needs aligns with the City’s goal to implement community priorities.

Attachments

Attachment A: CDBG Public Hearing Guidelines

APPENDIX D Public Hearing Requirements

The First Public Hearing

The purpose of the first public hearing is to provide an objective and neutral forum for considering overall community needs and potentially competing or alternative proposals for CDBG projects to deal with those needs, within the local government’s jurisdiction. The first public hearing should inform the public about the amount of state CDBG funds estimated to be available to Montana communities, and the kinds of activities that are eligible for CDBG funds.

Applicants should hold the first public hearing not more than twelve months prior to the date of application. The site of the first public hearing should be a neutral one that would encourage fair and impartial consideration of all potential CDBG projects. Local officials may have a possible project in mind for a CDBG application before the first public hearing to "identify community development and housing needs" is held. However, it is very important that the location of the first hearing be considered a neutral site, so as not to skew the selection of the proposed project toward a pre-determined community need, and so that all potential CDBG projects may receive fair consideration before a decision to submit a particular project is made. For example, even though a county government may be considering a project to serve a particular unincorporated community, the first public hearing should be held in the county seat, rather than in that unincorporated community, so that each potential community development and housing need may receive fair and impartial consideration as a potential CDBG project.

To minimize duplication, local governments may use advertised public hearings related to their planning program or other funding applications to meet the CDBG requirement for a public hearing prior to preparation of their CDBG application, as long as overall community needs, and possible solutions are considered. An increasing number of Montana counties and cities are cooperating to publicize and hold joint, annual hearings to consider overall community development and housing needs for both the city and county. By this means, a single public hearing on overall community development needs can meet the requirements of other state or federal programs.

The Second Public Hearing

The purpose of the second public hearing is to give citizens and potential beneficiaries of the proposed CDBG project (especially LMI persons) or residents of the project area adequate opportunity to consider the potential impacts and benefits of the community’s proposed project and to comment on it, before the community submits the application. The second hearing should be held not more than three months prior to the date of application however also provide local officials a reasonable amount of time to deal with comments or concerns stated by citizens at the hearing.

At the second public hearing, specific CDBG program requirements and related project issues should be reviewed. This is the key hearing at which the public should have the opportunity to review and comment on the details of the scope, design, and all projected financial responsibilities falling on project beneficiaries. To facilitate the participation of citizens who may be most affected by a proposed project, local officials may wish to hold the second public hearing in a location near the proposed project site. For the second public hearing it would be appropriate, for example, to hold the hearing at a senior center proposed to be assisted with the CDBG project. Local governments may conduct a single, consolidated public hearing to address the public hearing requirement for other funding programs while meeting the CDBG second public hearing requirement.

The CDBG Program encourages a neutral setting that promotes open discussion and an exchange of ideas regarding all community development and housing needs, and possible solutions for those needs. This may include an open town meeting or facilitated small group discussion with a final summation of identified community needs and solutions. Local officials may also want to use additional public involvement techniques such as open houses or presentations to local organizations to make more citizens aware of community needs and to solicit their ideas on

activities or projects to address community problems.

The two public hearings must:

- Be conducted by the city, town, or county government that will sponsor the application; it is also recommended the partnering non-profit or CRDC participate in the hearings.
- Provide reasonable and timely access to the public hearings along with information and records about the proposed project.
- Publish advertisements that include information such as clear location that is convenient and accessible to potential or actual beneficiaries and accommodations for individuals or groups with disabilities.
- Provide accommodations for non-English speaking residents when a significant number of non-English speaking residents might be reasonably expected to participate and include advertisements in non-English.
- Hearings should follow local government practice, but not at the exclusion of anything stated above.

SAMPLE NOTICES

Sample Notice for the *First* CDBG Public Hearing

The (*Town of _____, the City of _____ or _____ County*) will hold a public hearing on (*day*), (*date*), (*time*), in the (*...building name and address...*), Room _____, for the purpose of obtaining public comments regarding the *City's (Town's or County's)* overall community and economic development needs, including the needs of low and moderate income persons. *The Town/City Council of _____ (or _____ County Commissioners)* will also seek the views of citizens on the activities that should be undertaken to meet the identified needs and their relative priority. The (*City, Town or County*) may apply for state or federal funding from the Montana Community Development Block Grant (CDBG) Program and other funding sources to deal with community and economic development needs and would like comments or suggestions from local citizens regarding the *City's (Town's or County's)* needs and the type of projects which should be considered. Comments may be given orally at the hearing or submitted in writing before (*time and date*).

Anyone who would like more information or who wants to submit suggestions should contact (*person*), (*title*), (*telephone number*).

If it is the intent of the applicant to coordinate the second project public hearing with hearings for other programs, this notice may be combined with information from other programs, but must contain CDBG project specific details as listed below.

Sample Notice for the *Second* CDBG Public Hearing

The (*Town of _____, the City of _____ (or _____ County)*) will hold a public hearing on (*day*), (*date*), (*time*), in the (*... building name and address*), Room _____, for the purpose of obtaining public comments regarding a proposed application to the Montana Department of Commerce's Community Development Block Grant (CDBG) Program for a (*type of project, description of project, and project area, as applicable*). At the public hearing, the proposed project will be explained, including the purpose and proposed area of the project, activities, budget, possible sources of funding, and (if applicable, any costs that may result for local citizens as a result of the project). All interested persons will be given the opportunity to ask questions and to express their opinions regarding this proposed project.

Comments may be given orally at the hearing or submitted in writing before (*time and date*). Anyone who would like more information or who wants to submit questions or comments should contact (*person*), (*title*), (*telephone number*). A copy of the application to be submitted for funding the project is available for review at (*location*) during regular office hours.

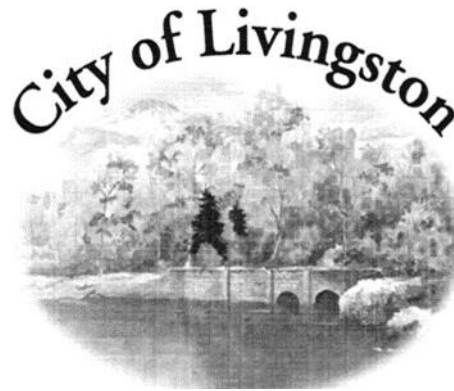
File Attachments for Item:

B. ORDINANCE 3055: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2 OF THE LIVINGSTON MUNICIPAL CODE, ENTITLED GOVERNMENT AND ADMINISTRATION, TO CONFORM NOTICING PROVISIONS TO STATE LAW, REFLECT THE EXISTENCE OF THE CITY CLERK POSITION, MODIFY CITY COMMISSION VOTING RULES, ACKNOWLEDGE A NEW FEDERAL HOLIDAY AND MAKE TECHNICAL AND CONFORMING CHANGES.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.org
www.livingstonmontana.org



Incorporated 1889

Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
James Willich
Quentin Schwarz
Torrey Lyons

Date: October 1, 2024
To: Chair Kahle and City Commissioners
From: Grant Gager, City Manager

Staff Report for Ordinance 3055

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2 OF THE LIVINGSTON MUNICIPAL CODE, ENTITLED GOVERNMENT AND ADMINISTRATION, TO CONFORM NOTICING PROVISIONS TO STATE LAW, REFLECT THE EXISTENCE OF THE CITY CLERK POSITION, MODIFY CITY COMMISSION VOTING RULES, ACKNOWLEDGE A NEW FEDERAL HOLIDAY AND MAKE TECHNICAL AND CONFORMING CHANGES.

Recommendation and Summary

Staff is recommending the Commission conduct and approve the second reading of Ordinance 3055 by adopting the following motion:

“I move to approve the second reading of Ordinance 3055.”

The reasons for the recommendation are as follows:

- Several operational changes have occurred which should be reflected in the Livingston Municipal Code.

Introduction and History

The City of Livingston Municipal Code (LMC) is one regulatory tool that helps guide the operations of the City. Several recent changes should be reflected in the LMC including:

1. The recent re-establishment of the City Clerk position.
2. Recognition of the Juneteenth federal holiday.
3. Legislative changes to statewide noticing provisions.

The Commission conducted a first reading of Ordinance 3055 at its meeting on September 17, 2024.

Analysis

Updating the LMC to reflect recent changes will ensure that the City code is consistent with City operations. The change to LMC 2-15, which modifies the City Commission quorum-voting rule, will bring the City into conformance with Montana Code Annotated.

Fiscal Impact

There is no fiscal impact arising from the recommended changes.

Strategic Alignment

Regulatory requirements and operational alignment is a best practice.

Attachments

- Attachment A: Ordinance 3055 REDLINE
- Attachment B: Ordinance 3055 Clean Copy

ORDINANCE NO. 3055

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 2 OF THE LIVINGSTON MUNICIPAL CODE, ENTITLED GOVERNMENT ADMINISTRATION, TO CONFORM NOTICING PROVISIONS TO STATE LAW, REFLECT THE EXISTENCE OF THE CITY CLERK POSITION, MODIFY CITY COMMISSION VOTING RULES, ACKNOWLEDGE A NEW FEDERAL HOLIDAY AND MAKE TECHNICAL AND CONFORMING CHANGES.

Preamble.

The purpose of this Ordinance is to reflect certain changes to both State Law and city operations in the Livingston Municipal Code.

WHEREAS, the State of Montana has adopted legislation regarding meeting noticing; and

WHEREAS, the City of Livingston has created a City Clerk position in accordance with Montana Code Annotated; and

WHEREAS, the City desires to make additional technical and conforming changes to the Livingston Municipal Code provisions regarding Government and Administration;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Livingston, Montana, that Sections 2-12, 2-14, 2-15, 2-18, 2-42, 2-46 and 2-73 of the Livingston Municipal Code be hereby amended with additions underlined and deletions struck through, as follows:

Sec. 2-12. Posting board and notice.

The City Commission hereby designates the bulletin board attached to the wall of the entryway ~~between~~ between the two entry doors of City Hall located at 220 East Park Street, Livingston, Montana as its official posting board for the purpose of posting public information. (7-1-4135 MCA).

When notice of a public hearing or other official action is required, ~~unless provided elsewhere in the statutes,~~ notice shall be published on the official posting board and also in accordance with the requirements of Montana Code Annotated. ~~twice with at least six (6) days separating each publication.~~ The published notice shall contain the date, time and place at which the hearing or other action will occur, a brief statement of the action to be taken and the address and telephone number of the person who can be contacted for further information.

(Ord. 1869, 2/17/98; Ord. 1921 § 1 (part), 2/3/03; Ord. 1962, 2/21/06; Ord. No. 2016, 10/19/09; Ord. No. 2019, § 1, 4/19/10; Ord. No. 3031, 5/17/22; Ord. No. 3032, 5/17/22)

Sec. 2-14. Officers and duties.

- A. General. Election, voting, absence and vacancy. The City Commission shall annually elect a chair and a vice chair at the first meeting in January to serve until the next chair and vice chair are elected. The chair and vice

chair shall retain all the rights and responsibilities held as a member of the commission, including the right to vote. The chair, or in their absence the vice chair, shall be the presiding officer at meetings of the commission. In the absence of both the chair and vice chair, the ~~City Clerk~~ ~~Recording Secretary~~ shall call the meeting to order, call for the roll and the commission members present shall then appoint an acting chair to preside over the meeting.

- B. Chair. The presiding officer of the City Commission shall be the Chair who shall preserve strict order and decorum at all meetings of the Commission. The chair shall assign each Commission member to a seat at the Commission table, as they may deem appropriate. The Chair shall state, or cause to be stated, every motion coming before the Commission, announce the decision of the Commission on all subjects, and decide all questions of order, subject, however, to an appeal to the Commission at large, in which event a majority vote of the Commission shall govern and conclusively determine such question of order.
- C. Vice Chair. In the Chair's absence or in the case of the Chair's inability to act, the Vice Chair shall be designated by the Commission to perform the duties of the Chair.
- D. ~~Recording Secretary~~ City Clerk. The ~~Recording Secretary~~ City Clerk shall record the proceedings of the City Commission and prepare and maintain permanent minutes of the Commission proceedings and shall file and preserve the recordings of the meetings and preserve and maintain the minutes and records in the City Office, which minutes and records shall be a public record; and shall be the custodian of the files and records of the Commission.
- E. Sergeant at arms. The Chief of Police, or such other officer may be designated by the Commission, shall be the Sergeant at Arms who shall assist the Chair in preserving strict order and decorum at all meetings and shall keep track of the time when the chair has place time limits upon a speaker's presentation.
- F. Procedure to fill Vacancy in office of City Commissioner. In the event of a vacancy in the office of City Commissioner under Section 7-4-4111 , Montana Code Annotated, the City Commission shall use the follow process to fill the vacancy.
 - 1. The City Commission shall determine that a vacancy in the office of a City Commissioner has occurred at either the next scheduled regular meeting of the City Commission or at a duly noticed special meeting as a duly noticed agenda item.
 - 2. At the aforementioned meeting, the City Commission shall direct staff to publish in the local newspaper, once per week for two (2) successive weeks, and shall post on the City's official posting board a request to have interested person submit an application to fill said vacancy. The vacancy is required by law to be filled within thirty (30) days of the vacancy with the term being limited to the unexpired term of the person who created the vacancy.
 - a. The notice shall state the deadline for submitting applications which shall no more than fifteen (15) days from the date of first publication and that the following application is available from the City Offices:
 - 2. At the aforementioned meeting, the City Commission shall direct staff to publish in the local newspaper, once per week for two (2) successive weeks, and shall post on the City's official posting board a request to have interested person submit an application to fill said vacancy. The vacancy is required by law to be filled within thirty (30) days of the vacancy with the term being limited to the unexpired term of the person who created the vacancy.
 - a. The notice shall state the deadline for submitting applications which shall no more than fifteen (15) days from the date of first publication and that the application is available from the City Offices.
 - 3. The City Commission shall meet in a public session to review all applications to determine that the applicants meet the minimum qualifications as set forth by state law.
 - 4. The City Commission shall then notice a public meeting wherein all qualifying applicants are interviewed. Interviews of each applicant shall follow the same format. Questions for the candidates will be established by the City Commission in advance of the interview.
 - 5. Thereafter, the City Commission, at a regular meeting or a duly notice special meeting shall appoint by a majority vote a qualified person to fill the vacancy who shall serve the unexpired term of the person

creating the vacancy and until a successor is elected and qualified at the next general municipal election.

- 6. After appointment has been made, the City Commission will write a letter to all applicants thanking each applicant for their time and desire to serve the public in making the City of Livingston a better place to live.

(Ord. 1869, 2/17/98: Ord. 1921 § 1 (part), 2/3/03; Ord. 1962, 2/21/06; Ord. No. 2016, § 1, 10/19/09; Ord. No. 2019, § 1, 4/19/10; Ord. No. 2077 , 1/18/18; Ord. No. 3005 , § 2, 4/20/21)

Sec. 2-15. Quorum.

A quorum shall consist of three (3) Commission members. ~~However, an~~ - The affirmative vote of a majority of ~~the entire Commission~~ Commissioners present at a meeting shall be necessary to adopt or reject any motion, resolution or ordinance or pass any measure unless a greater number is required by law. Upon each vote, the ayes and nays shall be recorded. However, in the event of an emergency expenditure, such expenditure must be charged to the emergency budget appropriations and adopted by two-thirds (2/3) of the members of a governing body who are present at the meeting (Section 7-6-4302 , MCA).

(Ord. 1869, 2/17/98: Ord. 1921 § 1 (part), 2/3/03; Ord. 1962, 2/21/06)

Sec. 2-18. Summary minutes and recording of meeting.

All regular and special meetings of the City Commission, except executive sessions, shall be recorded and a copy of the recording shall be retained as the official record of the proceedings of the City Commission. In addition, summary minutes of all regular and special meetings of the City Commission shall be taken. The summary minutes must include at the minimum the date, time and place of the meeting, a list of the members of the City Commission in attendance, the substance of all matters proposed, discussed or decided and a record of all votes taken (7-5-4121 MCA). Summary minutes shall be approved by the Commission. It shall not be necessary to formally read the minutes aloud during the commission meeting prior to approval. Such minutes may be revised by the ~~Recording Secretary~~ City Clerk to correct spelling, numbering, and other such non-substantive mistakes. Prior to approval, any Commission member may, through the Chair, request the privilege of amending or correcting the minutes to accurately reflect the substance of the prior meeting. If objection is made by any Commission member to such amendment or correction, a majority vote of the Commission shall be necessary for adoption of the correction or amendment.

(Ord. 1869, 2/17/98: Ord. 1921 § 1 (part), 2/3/03; Ord. 1962, 2/21/06; Ord. No. 2016, § 1, 10/19/09; Ord. No. 3005 , § 2, 4/20/21)

Sec. 2-42. Commencement of term for elected officers.

The terms of all elected officers shall commence on the date set by State law following the election. Elected officers shall be sworn in by having ~~the Recording Secretary~~ a previously elected officer administer the oath of office at the first City Commission meeting following such date established in State law. ~~seven p.m. at the City Commission Chambers on the date the term commences, or if the date falls on a legal holiday, on the day following the legal holiday.~~

(Ord. 1981, 12/4/06)

Sec. 2-46. Oath.

All elected and appointed officers shall take and subscribe to the prescribed oath of office, which oath shall be filed with the ~~Recording Secretary~~ City Clerk.

Sec. 2-73. City of Livingston holidays.

A. Paid holidays for employees who are not members of a union shall be as follows:

- 1. January 1—New Year's Day;
- 2. Third Monday in January—Martin Luther King, Jr. Day;

- 3. Third Monday in February—as observation of both Lincoln's and Washington's Birthdays;
 - 4. Last Monday in May—Memorial Day;
 - 5. June 19—Juneteenth
 - 6. July 4—Independence Day;
 - 7. First Monday in September—Labor Day;
 - 8. Second Monday in October—Indigenous People's Day;
 - 9. November 11—Veteran's Day;
 - 10. Fourth Thursday in November—Thanksgiving Day;
 - 11. December 24—Christmas Eve (Note: not a State holiday);
 - 12. December 25—Christmas Day;
 - 13. Every day declared a legal holiday by the City of Livingston.
 - 14. State General Election Day.
- B. Employees required to work on a holiday will be paid at two (2) times the regular rate of pay in addition to the regular day's pay. An employee who is scheduled for a day-off on a day which is observed as a legal holiday shall receive a different day-off for the legal holiday. If any of the above-enumerated holidays fall upon a Sunday, the Monday following is a holiday or if the holiday falls upon a Saturday, the Friday before is a holiday.

(Ord. 1981, 12/4/06; Ord. No. 2096 , 1/5/21)

SECTION 2

Statutory Interpretation and Repealer:

Any and all resolutions, ordinances and sections of the Livingston Municipal Code and parts thereof in conflict herewith are hereby repealed.

SECTION 3

Severability:

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are declared to be severable.

SECTION 4

Savings Provision:

This ordinance does not affect the rights or duties that matured, penalties and assessments that were incurred or proceedings that begun before the effective dates of this ordinance.

SECTION 5

Effective date:

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

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the ____ day of September, 2024.

KARRIE KAHLE, CHAIR

ATTEST:

Emily Hutchinson
City Clerk

APPROVED TO AS FORM:

JON HESSE
City Attorney

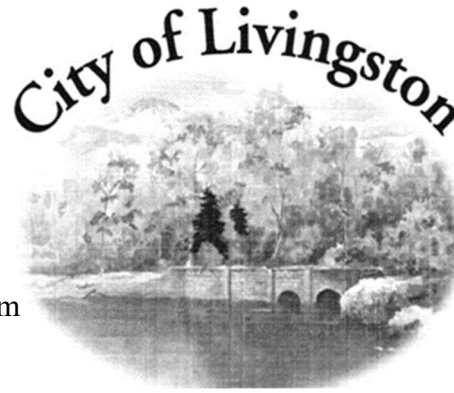
File Attachments for Item:

C. RESOLUTION NO. 5147: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2023-2024, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$244,092 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,801.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

citymanager@livingstonmontana.com
www.livingstonmontana.org



Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Incorporated 1889

Date: 10/1/2024
To: Chair Kahle and City Commissioners
From: Paige Fetterhoff

Staff Report for the Budget Amendment for Fiscal Year 23-24.

Recommendation and Summary

Staff is recommending the Commission approve Resolution 5147 amending the budget for the Fiscal Year Ended June 30, 2024.

“I move to approve Resolution Number 5147 and authorize the Chair to sign the resolution.”

Introduction and History

The Commission approved the City Manager’s budget for fiscal year 2023-2024 via resolution no. 5098 on August 15th, 2023. Since the approval of the budget certain expenditures occurred that were not included in the original budget. The reasons for these additional expenditures are provided below:

<u>Fund</u>	<u>Amount</u>	<u>Reason</u>
Street Maintenance District	\$236,423	The purchase of a new road grader was budgeted for and ordered in FY 2022. Because of delays outside of the City’s control it was not delivered until September 2023.
Business Improvement District	\$5,868	All special assessments received for the Business Improvement District are remitted to the BID. The fund had accumulated a fund balance that was distributed to the BID.
Perpetual Cemetery	\$1,801	Interest earnings in the Perpetual Cemetery Fund are transferred at the end of each year to the General Fund. These earnings were higher than budgeted due to favorable interest rates during the fiscal year.

Analysis

During the fiscal year expenditures arose that were not included in the original approved budget. When presenting a budget to approve, it can be difficult to determine all the needs of the City for an entire year. Circumstances arise that require expenditures be made that cannot always be anticipated during the creation of the budget. When increasing appropriations, the source of funds

must be identified as Fund Reserves, Unanticipated Revenues, or Unbudgeted Revenues. These expenditures were anticipated along with offsetting revenue, however the approximate dollar amounts and timing of the expenditures were unknown to staff.

Fiscal Impact

Revenue adjustments in the amount of \$1,801 and appropriation adjustments of \$244,092 will be reflected in the final budget for FY 23-24.

Strategic Alignment

This aligns with item 2. Financial Stewardship of the City’s Strategic Plan.

Attachments

- Resolution 5147

RESOLUTION NO. 5147

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2023-2024, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$244,092 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,801.

WHEREAS, by Resolution No. 5098 the City of Livingston adopted its budget for Fiscal Year 2023-2024 (FY 23-24); and

WHEREAS, Mont. Code Ann. §§ 7-6-4006(4), 7-6-4031(2) and 7-6-4006(3) provide that the budget may be amended by conducting a public hearing thereon; and

WHEREAS, any proposed budget amendment which provides for additional appropriations must identify the fund reserves, unanticipated revenue or previously unbudgeted revenue that will fund the appropriations; and

WHEREAS, the budget for FY 23-24 requires a budget amendment by making appropriation adjustments in the amount of \$244,092 and revenue adjustments in the amount of \$1,801 as specified herein.

NOW, THEREFORE, be it resolved by the City Commission of the City of Livingston, Montana, that the budget for Fiscal year 2023-2024 is amended as follows:

Revenue Estimate Adjustments

Fund	Description/Purpose	Account	Amount
Emergency/ Disaster	Interest Earnings	8010-371010	1,801
TOTAL			<u>\$ 1,801</u>

Appropriation Adjustments

Fund	Description/Purpose	Account	Amount	Fund Reserves	Unanticipated Revenues	Unbudgeted Revenues
Street Maintenance Business Improvement District Perpetual Cemetery	Road Grader	2500-451-430240-940	236,423	X		
	Proceeds transferred to BID	2650-400-470100-350	5,868	X		
	Transfer to General Fund	8010-400-521000-822	1,801			X
TOTAL			<u>\$ 244,092</u>			

Dated this 1st day of October, 2024.

KARRIE KAHLE - Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINGSON
Clerk

JON HESSE
City Attorney

NOTICE

A public hearing will be held by the City Commission of Livingston, Montana, on October 15th, 2024 in the Community Room of the City County Complex, 414 E Callender Street, Livingston MT at 5:30 p.m., on **Resolution No. 5147** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2023-2024, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$244,092 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,801 AND CALLING FOR A PUBLIC HEARING.** For further information, contact Finance Director, Paige Fetterhoff, at (406) 823-6003.

Resolution No. 5147

Intent to amend the budget for Fiscal Year 2023-2024 by making appropriation adjustments in the amount of \$244,092 and revenue adjustments in the amount of \$1,801.

Page 2

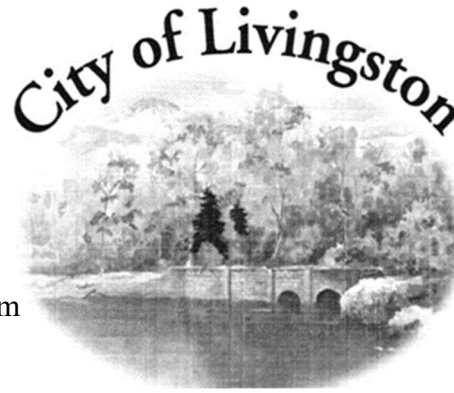
File Attachments for Item:

D. RESOLUTION NO. 5148: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA UPDATING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS.

City Manager
Grant Gager

220 E Park Street
(406) 823-6000 phone

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www.livingstonmontana.org



Chairperson
Karrie Kahle

Vice Chair
Melissa Nootz

Commissioners
Quentin Schwarz
Torrey Lyons
James Willich

Incorporated 1889

Date: 10/01/2024
To: Chair Kahle and City Commissioners
From: Paige Fetterhoff

Staff Report for Resolution No. 5148 Updating the Fee Schedule

Recommendation and Summary

Staff is recommending the Commission Approve Resolution 5148 to update the City-wide fee schedule by adopting the following motion:

“I move to approve Resolution Number 5148 and authorize the Chair to sign.”

The reasons for the recommendation are as follows:

- The fee schedule is reviewed and updated annually as many fees are directly tied to employee wages, contracts with vendors, or actual costs of other services.

Introduction and History

The City Commission may set fees for the City to collect the cost of providing certain services to citizens of Park County.

Analysis

Fees have been updated to reflect the cost of providing certain services to the community.

Fiscal Impact

Overall, there will be an increase in revenue across multiple funds of the City as fees are aligned with costs.

Strategic Alignment

Ensuring adequate recovery of costs will enable sustainable City operations

Attachments

- Resolution no. 5148

RESOLUTION NO. 5148

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA
UPDATING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS.**

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Livingston Municipal Code and 7-21-4101, MCA authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Livingston; and

WHEREAS, each department within the City of Livingston has quantified the costs of processing and administering each application specific to that department;

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

That the City Commission hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in Exhibit A, which is attached hereto and incorporated herein by reference and are hereby established pursuant to 7-21-4101, MCA.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana this 1st day of October, 2024.

KARRIE KAHLE
Chairperson

ATTEST:

APPROVED AS TO FORM:

EMILY HUTCHINSON
City Clerk

JON HESSE
City Attorney

CITY FEE SCHEDULE

Parks Department	
Memorial Bench	\$1,200
Tree cut permit	\$50
Tree planting permit	\$25

Street Department	
Street Cut Permit	
Permit	\$75 100
Degradation fee – based on age of street	
0-1 year	\$3.50/sq. foot
1-2 years	\$3.00/sq. foot
2-3 years	\$2.50/sq. foot
3-4 years	\$2.00/sq. foot
4-5 years	\$1.50/sq. foot
5+ years	\$1.00/sq. foot
Sidewalk and/or driveway curb cut permit	\$50 \$200 within 2 hour zones
Street/alley/sidewalk closure permit	\$100
Application for special parking spaces	\$100 150 application fee + \$50 75/year
Public right of way utility occupancy	\$100

Water Department	
Water Meter and Parts Fees	
5/8" Meter	Supplier cost + 15%
1" Meter	Supplier cost + 15%
1 ½" Meter	Supplier cost + 15%
2" Meter	Supplier cost + 15%
Meter Transceiver Unit (MXU)	Supplier cost + 15%
Meter with MXU and fittings	Supplier cost + 15%
Gaskets and tail pieces (2 of each/meter)	Supplier cost + 15%
Shut-off or Turn-on	
Regular working hours	\$50
Monday – Saturday after hours	\$120 130
Sunday and holidays	\$160 170
Temporary off or on	\$40
Annual fire line connection	
1"	\$50 100
2"	\$100 150
3"	\$150 200
4"	\$200 300
6"	\$250 500
8"	\$350 750
10"	\$450 1,000
12"	\$500 1,500
Hydrant water	\$5/hookup + \$7/1000 gallons
Construction hydrant water	\$50 /hookup + \$7 /1000 gallons
Tap Fees	
*In addition to staff time, equipment costs, and materials	
Single Unit	\$200

CITY FEE SCHEDULE

Townhouse	\$400
Public fire hydrant annual fee	\$250
Utility Late Payment	\$15
Sewer Department	
Septic dumping	\$0.15/gallon
Pumping of vault toilets	\$100.00
Cleaning of grease in sewer main	\$240.00
RV dumping	\$10 \$7 for City Residents \$9 for Non-Residents
<u>Commercial RV dump</u>	<u>\$250/year</u>
Tap Fees	
*In addition to staff time, equipment costs, and materials	
Single Unit	\$200
Townhouse	\$400
Commercial sewer testing	
Oil and grease	\$75/hour, \$300 minimum
Biological Oxygen Demand (BOD)	\$75/hour, \$200 minimum

Solid Waste Department	
Extra trash can pick-up	\$20 25/occurrence
Roll-off rental	\$125 130/month + cost of disposal
Roll-off service	\$250/month + \$75/pickup + <u>cost of disposal</u>
<u>Green Can Pickup</u>	<u>\$8/month</u>
Transfer Station	
Minimum disposal fee	\$7.00
*Bagged household	\$91.25 104.94/ton
*Household and commercial - oversized or loose	\$100.25 115.29/ton
*Construction waste	\$100.25 115.29/ton
*Concrete, bricks, pavers, large rocks, and asphalt	\$80.00 92.00/ton
*Branches over 8" in diameter	\$30.00 35.00/ton
*Commercial green waste	\$30.00 35.00/ton
*Clean fill dirt	\$7.50 15.00/ton
*Manure/straw	\$30.00 65.00/ton
*Tires	
Passenger car/small truck tire	\$7.50/tire + \$91.25 115.29/ton
Truck tire	\$15.00/tire + \$91.25 115.29/ton
Heavy equipment tire	\$30.00/tire + \$91.25 115.29/ton
*Refrigerators, freezers, and air conditioners with freon	\$60.00 + <u>115.29/ton</u>
*Refrigerators and freezers not free of food debris	\$91.25/ton
*Vehicle oil	\$2.50/gallon
*Antifreeze	\$3.00/gallon
*Florescent bulbs	\$2.50/bulb
Animal carcass	\$86.25 100.00/carcass + <u>\$115.29/ton</u>
Compost	\$10.00/loader bucket

*adjusted annually based on disposal contract

CITY FEE SCHEDULE

Administrative Public Works Fees	
Project Manager	\$ 70 <u>73.50</u> /hour
Inspector	\$ 45 <u>47.25</u> /hour
Sewer & Water Service Inspection	\$100/each
Contract Plans and Specifications	\$ 70 <u>73.50</u> /hour

Public Works Time and Equipment			
Staff time			
Billed based on the most current negotiated wage and benefits for the individual providing the service.			
23-24<u>24-25</u> Rates	Regular Time	Overtime	Double Time
Superintendent	\$ 42.87 <u>44.48</u>	\$ 53.24 <u>55.24</u>	\$ 70.54 <u>73.19</u>
Lead	\$ 38.89 <u>40.35</u>	\$ 47.35 <u>49.13</u>	\$ 62.73 <u>65.08</u>
Utility 2	\$ 38.85 <u>40.31</u>	\$ 47.28 <u>49.05</u>	\$ 62.64 <u>64.99</u>
Maintenance I	\$ 32.87 <u>34.10</u>	\$ 38.44 <u>39.88</u>	\$ 50.92 <u>52.83</u>
Maintenance II	\$ 36.60 <u>37.97</u>	\$ 43.95 <u>45.60</u>	\$ 58.23 <u>60.41</u>
Maintenance II-HE	\$ 37.00 <u>38.39</u>	\$ 44.55 <u>46.22</u>	\$ 59.01 <u>61.22</u>
Equipment			
The City of Livingston uses the most recent Schedule of Equipment Rates provided by FEMA found at the following link:			
https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates			

CITY FEE SCHEDULE

Mountain View Cemetery Rates

Plot Sales	
Full Size Grave	\$425
Infant/Child Grave <u>(Infant/child section only)</u>	\$150
Cemetery Services – Grave Opening and Closing*	
Full Size Grave (12 person hours)	\$800
Full Size Grave – Weekend	\$965
Full Size Grave – Holiday	\$1,100
Infant/Child Grave (10 person hours)	\$660
Infant/Child Grave – Weekend	\$805
Infant/Child Grave – Holiday	\$920
Cremation (10 person hours)	\$195
Cremation – Weekend	\$290
Cremation – Holiday	\$315
Winter Surcharge when Ground is Frozen	\$75
Other Services	
Disinterment	Based on time and materials
Park County Indigent Burial (Adult)	\$150
Park County Indigent Burial (Infant/Child)	\$50

*Rates are based on average person hours for grave opening and closing and tied to employee wages, per the most recently approved CBA, plus backhoe hours equal to ½ of the person hours. Backhoe rates are determined using the most recent Schedule of Equipment Rates provided by FEMA.

CITY FEE SCHEDULE

Planning Fees	
Subdivisions	
Minor Subdivision (5 or fewer lots) First Minor <ul style="list-style-type: none"> • Preliminary Plat • Final Plat Subsequent Minor <ul style="list-style-type: none"> • Preliminary Plat • Final Plat 	\$500 + ongoing billing* \$300 \$500+ \$40/lot + ongoing billing* \$300
Major Subdivision (More than 5 lots) Preliminary Plant Final Plat	\$1,200 + \$40/lot + ongoing billing* \$500 + ongoing billing*
By rent or Lease/RV Space or Mobile Home Lots 5 or Fewer Units <ul style="list-style-type: none"> • Preliminary Review • Final Review More than 5 Units <ul style="list-style-type: none"> • Preliminary Review • Final Review 	\$500 + ongoing billing* \$300 \$1,200 + ongoing billing* \$500 + ongoing billing*

Miscellaneous Planning Fees	
Special Exception Permit	\$550 + ongoing billing*
Variance	\$500
Zoning Map Amendment	\$750 + \$7/each property with 300' + ongoing billing*
Zoning Text Amendment	\$750 + ongoing billing*
Site Plan Review	\$1,000 + ongoing billing*
Subdivision Exemption	\$200
Planned Unit Development (PUD)	\$2,000
Phased PUD	\$700/phase

***Ongoing Billing – when subsequent review of applications is required**

- Additional charges billed at \$100/hour in half hour increments and will be incurred after the planning review of the application is completed. Fees must be paid within 30 days of billing. No building permit shall be issued until all outstanding planning fees are paid.
- The hourly billing rate of \$100/hour is for Planning and Public Works staff review time. Mailing and public notices are included in the base fee. Public Works Engineering review includes, but is not limited to, the following services:
 - Utilities
 - Infrastructure
 - Design Reports
 - Capacity Checks/Letters
 - Fire Service Lines
- Subsequent Public Works Engineering Review after initial plans will be incurred at \$200/hour in 1 hour increments.

CITY FEE SCHEDULE

Building Fees	
Building Permit Fees	
Total Valuation	Fee
\$1.00 to \$500.00	\$23.50
\$500.01 to \$2,000.00	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,000.01 to \$25,000.00	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,000.01 to \$50,000.00	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,000.01 to \$100,000.00	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,000.01 to \$500,000.00	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,000.01 to \$1,000,000.00	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
Over \$1,000,000.00	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof
Plan review fees	A separate plan review fee will be charged for each building permit issued in excess of \$15,000. This fee will be equal to 65% of the building permit fee as determined by the building permit fee schedule

Other Building Inspection Fees	
Inspections outside of normal business hours (minimum charge – 2 hours)	Overtime rate + benefits of assistant building inspector (currently \$53.89)
Inspections with no fee specifically indicated (minimum charge – ½ hour)	Overtime rate + benefits of assistant building inspector (currently \$53.89)
Additional plan review required by changes, additions or revisions to plans (minimum charge – ½ hour)	Overtime rate + benefits of assistant building inspector (currently \$53.89)
For use of outside consultants for plan review or inspection or both	Actual costs
<u>Irrigation well Permit</u>	<u>\$300</u>
<u>Annual Inspection</u>	<u>\$50</u>
<u>Permit for wells for environmental monitoring or remediation and cathodic wells</u>	<u>\$100</u>
<u>Public Use of Right-of-Way</u>	<u>\$100/day</u>

A separate plan review fee will be charged for each building permit issued in excess of \$15,000. This fee will be equal to 65% of the building permit fee as determined by the

CITY FEE SCHEDULE

Program Fees		
Aquatics Programs		
Program Name	Resident Fee	Non-Resident Fee
Group Swim Lessons	\$55/session	\$65/session
Junior Aquatics	\$150/session	\$180/session
Each session is a 30 minute class Monday – Friday for 2 weeks		
Aquatics Admission		
Daily Youth (3-18 years)	\$4	\$5
Daily Adult (19-59 years)	\$5	\$6
Daily Senior (60+ years)	\$4	\$5
Daily Toddler/Infant (2 & under)	\$0	\$0
Daily Water Aerobics	\$10	\$12
Individual Season Pass	\$75	\$85
Season Pass – Family (up to 5 household)	\$150	\$195
Season Pass – Family additional member	\$10	\$25
Punch Card – transferable (12 uses)	\$40	\$50
Water Aerobics Punch Card – transferable (10 uses)	\$60	\$70
Youth Agency Punch Card (100 uses)	\$200	n/a
Concession Items	Based on vendor price	
Pool Rental	\$200/hour	\$260/hour
Sports		
Youth Sports		
Football League	Generously provided by \$30.00 with support from the Arthur M Blank Foundation Grant	
Basketball League	\$75	\$85
Tee Ball/Coach Pitch League	\$75	\$85
Sports Clinics	\$35	\$45.50
Tot Sports Clinics	\$35	\$45.50
Adult Sports		
Volleyball	\$25	\$32.50
Softball	\$25	\$32.50
Sports Drop-in	\$5	\$6.50
Sports Drop-in Punch Card (12 uses)	\$50	\$65
Senior Sports Tournaments	\$25	\$32.50
Sponsorships		
Youth Sports	\$300/team	
Volleyball League Sponsor	\$400/team	
Softball League Sponsor	\$400/team	
Youth Camps/Activities/Events		
Holiday Craft/Activity Events	\$5-\$20	\$5-\$20
Facilitated Open Gym	\$5	\$6.50
Kids Club \$10 sibling discount offered	\$30	\$39
Safe Sitter Class	\$35	\$45.50
Youth – Single Day Camp	\$ 53 55	\$ 68.90 71.50
Youth – Multi Day Camp	\$ 30 36/day	\$ 39 46.80/day

CITY FEE SCHEDULE

Facility Use Fees		
Outdoor Field/Court Fee	\$10/space/hour	\$15/space/hour
Land Use Fee	\$25/hour	\$32.50/hour
Sacajawea and Mike Webb Picnic Shelter, <u>and Green Acres Picnic Shelter (includes 4 picnic tables)</u>	\$35 40/shelter per 4 hour block	\$54/shelter per 4 hour block
Sacajawea Gazebo <u>(includes 4 picnic tables and electricity)</u>	\$45 50/gazebo per 4 hour block	\$63 65/gazebo per 4 hour block
<u>Sacajawea Park – John’s Pavilion (includes 8 fixed tables and 2 grills)</u>	<u>\$75 per 4 hour block</u>	<u>\$100 per 4 hour block</u>
Miles Park Band Shell <u>Use Agreement*</u> <u>½ Day (7 hours)</u> <u>Full Day</u> <u>Weekday—½ Day (7 hours)</u> <u>Weekend—½ Day (7 hours)</u> <u>Weekday— Full Day</u> <u>Weekend— Full Day</u> <u>Non-profit/government</u>	N/A \$250 \$350 \$150 \$175 \$275 \$325 \$15/hour	N/A \$325 \$455 \$195 \$227.50 \$357.50 \$422.50
Civic Center <u>½ Day (7am – 2pm or 3pm – 10 pm)7 hours)</u> <u>Full Day</u> <u>Hourly (weekday)</u> <u>Hourly —evening & weekends(weekends)</u> <u>Party Rental (3 hours)</u> <u>Skate Party Rental</u> <u>Use Agreement*</u> <u>Non-profit/government</u>	\$150 250 \$300 350 \$35 \$35 50 \$150 \$250 \$20-25 /hour \$15 20-25/hour	\$195 325 \$390 455 \$50 \$45.50 65 \$195 \$325 <u>*Rate not available for non-residents</u>
Facility Refundable Deposit	\$100	\$100
Cleaning Fee <small>-May be required for some events</small>	\$150	\$150
*Use agreement is for organizations providing classes/services available to the public and requires a signed contract and proof of insurance.		
Community Events		
Holiday Craft Market Admission Vendor Fee	\$1 \$50	\$60
Roller Skating Events	\$5	\$7
Roller Skate Rental	\$3	\$3
Special Event Permit Application		
Administration -Application Fee	\$50 for Residents	\$80 for Non-Residents
Miscellaneous		
Business Sponsorships Gold - \$1,500 includes a banner, 2 teams, and 3 special events		

CITY FEE SCHEDULE

Silver - \$1,000 includes a banner, 1 team, and 2 special events
Bronze - \$500 includes banner and 1 team
Team only - \$300

CITY FEE SCHEDULE

Special Event Fees		
	Monday – Friday 7:00 a.m. – 4:00 p.m.	After 4:00 p.m. and Weekends
Street Shutdown	\$110 <u>500</u> /street up to 2 <u>blocks</u> \$50 <u>100</u> /each additional street	\$300 <u>750</u> /street up to 2 <u>blocks</u> \$150 <u>200</u> /each additional street
Street Sweeper <i>Per event – required for parades and downtown events</i>	\$300 every 2 hours	\$400 every 2 hours
Police Presence <i>Per hour – required for events over 1,000<u>500</u> people <u>or 300 people if alcohol is served</u></i>	\$150/hour	\$150/hour
Fire/EMS Station <i>Per hour – required for events over 1,000<u>500</u> people <u>or 300 people if alcohol is served</u></i>	\$150/hour	\$150/hour
Trash Disposal <u>Blue Cans</u> <u>Black Tubs</u>	\$20 <u>25</u> for 1 can + \$40 <u>15</u> for each additional can \$70 for 1 + \$50 for additional	\$30 <u>40</u> for 1 can + \$15 <u>20</u> for each additional can \$125 for 1 + \$60 for additional
Irrigation Locate Services <i>Required for event tents or canopies</i>	\$30/ <u>park</u>	\$30 <u>50</u> / <u>park</u>
<u>Tent Inspection</u>	\$25 per tent	
Traffic Control Device Rental		
Candlestick Cone		\$3/ <u>cone/day</u>
A-Frame		\$8/ <u>a-frame/day</u>
Barricade		\$15/ <u>barricade/day</u>
Orange Construction Fencing		\$20/100 ft./ <u>day</u>
<u>Lighted candlesticks</u>		<u>\$10</u> / <u>stick/day</u>
<u>Roll-up signs</u>		<u>\$8</u> / <u>sign/day</u>
<u>Portable message board</u>		<u>\$250</u> / <u>board/day</u>
Other Rental Items		
<u>Ticket Booth (includes placement)</u>		<u>\$60</u> / <u>booth/day</u>
Hand Washing Stations <i>Includes full soap & towel dispenser</i>		\$60/ <u>station/day</u>
Basketball Hoop Attachments		\$20/ <u>day/set</u>
<u>Outdoor Movie Kit</u>		<u>\$150</u> / <u>day</u>
Popcorn Machine		\$50/ <u>day</u>
<u>Port-a-potty</u>		<u>\$150</u> / <u>day</u>

CITY FEE SCHEDULE

Police Department Fees

False Alarm Fees	
1 st	\$0
2 nd	\$25
3 rd	\$50
4+	\$100/occurrence
Parking Violations	
Overtime in Time Zone	\$20
Double Parking	\$20
Loading Zone	\$20
Blocking Residence Alley	\$20
Truck Over 16,000 GVW in Residential Area	\$20
Parked Over 72 Hours Not in Running Condition	\$20
Parked on Street Without Current Registration	\$20
No Parking Zone	\$25
Wrong Side of Street	\$20
Blocking Driveway	\$20
Over 18 inches from Curb	\$20
Blocking Crosswalk	\$20
Alley Parking – Fire District	\$25
Parked Within 15 Feet of Fire Hydrant	\$20
Other	
Parked on Sidewalk	\$20
Street Sweeper	\$20
Parked After 11 P.M. in City Park	\$20
Handicap Parking	\$100
Sexual Violent Offender Registration	
Violent	\$30
Sexual*	
Level 1 – not involving a minor	\$30
Level 1 – involving a minor	\$100
Level 2	\$100
Level 3	\$100

*Tiers are set by the State of Montana with the following definitions:

Level 1 – the risk of repeat sexual offense is low

Level 2 – the risk of a repeat sexual offense is moderate

Level 3 – the risk of a repeat sexual offense is high, there is a threat to public safety, and an evaluator believes the offender is a sexually violent predator

CITY FEE SCHEDULE

Fire and EMS Fees	
Fire Inspection Fees	
Up to 2,000 sq. ft.	\$100
2,001 - 10,000 sq. ft.	\$125
10,001 - 25,000 sq. ft.	\$150
25,001 - 50,000 sq. ft.	\$200
Over 50,000 sq. ft.	\$225
Violations and Re-inspections	
Satisfactory Re-inspection	No additional charge
Unsatisfactory Re-inspection	Double the amount of the initial inspection fee
Fourth Re-inspection	Double the prior re-inspection fee and referral to the Code Review Board if it remains uncorrected

Fire Suppression Inspections	
Review of Fire Suppression Systems	\$50/hour
Site Inspections (unscheduled)	
Emergency Vehicle Access Evaluation	\$70
Founded Violations	\$100/violation
Founded Serious Violations	\$200/violation
Repeat Complaints	Triple original fee

Additional Occupancy Inspection Fees	
Fire Sprinkler Systems	\$30 + \$10/floor
Standpipe Systems	\$30/standpipe
Fire Pumps	\$30/fire pump
Hood Extinguisher Systems	\$30
Life Safety Generator and Emergency Lighting	\$30
Other Extinguishing Systems	\$30
Fire Alarm/Smoke Detector Systems	\$30 + \$10/floor
Occupant Load Calculation	\$100/floor
LPG Gas Tank Storage Inspection	\$250

EMS Fees	
Event Standby Coverage	Time & Equipment
<p>*Time is calculated using hourly wage + benefits of the staff in attendance. Equipment is billed using the amount on the most current FEMA equipment schedule found at the link below.</p> <p>https://www.fema.gov/sites/default/files/documents/fema_schedule-of-equipment-rates_2023.pdf</p>	

CITY FEE SCHEDULE

Ambulance Service Fees		
Code	Procedure/Description	Amount
36415	BLOOD DRAW	\$66
93041	RHYTHM ECG 1-3 LEADS - EKG SERVICE	\$21
94760	PULSE OXIMETRY	\$21
94770	END TIDAL CO2 MONITORING	\$30
A0021	OUTSIDE STATE AMBULANCE SERVICE	\$16,200
A0380	BLS MILEAGE	\$2030
A0382	BLS ROUTINE DISPOSABLE SUPPLIES	\$300
A0384	BLS DEFIBRILLATION AND SUPPLIES	\$240
A0390	ALS MILEAGE	\$2030
A0392	ALS DEFIBRILLATION AND SUPPLIES	\$240
A0394	ALS IV DRUG THERAPY SUPPLIES	\$200
A0398	ALS ROUTINE DISPOSABLE SUPPLIES	\$300
A0422	ALS & BLS OXYGEN & OXYGEN SUPPLIES	\$4555
A0425	GROUND MILEAGE. PER STATUTE MILE	\$2030
A0426	ALS - NONEMERGENCY TRANSPORT	\$700900
A0427	ALS - EMERGENCY TRANSPORT	\$9801,300
A0428	BLS - NONEMERGENCY TRANSPORT	\$700800
A0429	BLS - EMERGENCY TRANSPORT	\$8051,150
A0432	PARAMEDIC INTERCEPT	\$340
A0433	ALS 2 - ADVANCED LIFE SUPPORT	\$1,3401,900
A0434	SPECIALTY CARE TRANSPORT	\$2,250
A0999	RESPONSE NO TRANSPORT	\$340
J0171	EPINEPHRINE	\$40
J0282	AMIODARONE	\$15
J0461	ATROPINE	\$15
J1053	ADENOCARD-6MG	\$75
J1265	DOPAMINE	\$30
J1610	GLUCAGON	\$550
J1630	HALDOL	\$25
J1644	HEPARIN	\$15
J1885	TORDOL	\$20
J2270	MORPHINE INJECTION	\$15
J2310	NARCAN	\$75
J2405	ZOFRAN	\$15
J2550	PHENERGAN	\$27
J2930	SOLUMEDROL 125 MG	\$80
J3010	FENTANYL CITRATE PER 0.1 MILIGRAMS	\$55

CITY FEE SCHEDULE

J3360	VALIUM - 5 MG	\$15
J3475	MAGNESIUM SULFATE	\$6
J7040	INFUSION SALINE STERILE - 500MG/2 UNIT	\$60
J7613	ALBUTEROL	\$12
J7644	IPRATROPIUM	\$50
S0181	ZOFRAN 4 MG	\$42
S1030	BLOOD GLUCOSE TEST	\$30
OUT OF COUNTY FEE		\$375

CITY FEE SCHEDULE

Annual Business Licenses	
Local Business	\$100
Contractors	\$90
Home Business	\$75
Non-Profits	\$0
Non-Resident Vendor	\$90
Street Vendor	\$90
Controlled Substances	
All Beverage	\$500
All Beverage – Veteran Organization	\$400
Beer & Wine Only	\$500
Beer Only	\$250
Wine Only	\$250
Brewer	\$150
Winery	\$150
Distillery	\$250
Medical Marijuana Only	\$100
Retail Marijuana	\$500
Tobacco	\$90
Late Penalty	\$25

Note: State Licensed Professions are exempt from local business license requirements unless offering other services such as retail sales. Examples include: Attorneys, Public Accountants, Plumbers, Realtors, Medical Professionals, Cosmetologists, etc. **This does not apply to the fire safety inspection which is required for all business with public access.**

Parking Space Rent	
Two Hour Zone Permit – per Space	\$100/day
2 nd Street Lot	\$30/month
Lewis Street	\$30/month
Late Payment Penalty	\$5

Animal Control	
Animal License	
Dogs	
Spayed/Neutered	\$20
Unaltered	\$80
Cats	
Spayed/Neutered	\$10
Unaltered	\$50
Vicious Animal	
Spayed/Neutered	\$100
Unaltered	\$175
<u>Late Penalty</u>	<u>\$10</u>

Other Fees	
<u>Public Records Requests</u>	<u>Actual cost as allowed in §2-6-1006 MCA</u>

CITY FEE SCHEDULE

In addition to the fees noted above, any documents that are required to be filed with the County Clerk and Recorded will carry an additional cost equal to the actual cost of recording.