



# Livingston City Commission

## Agenda

April 04, 2017

6:30 PM

City – County Complex, Community Room

**1. Call to Order**

**2. Roll Call**

**3. Moment of Silence**

**4. Pledge of Allegiance**

**5. Consent Items**

- A. **CONSENT - Approve Minutes from 3.21.17 Regular Commission meeting** Page 4
- B. **CONSENT – Approve claims second half of March 2017** Page 8

**6. Proclamations**

- A. **PROCLAMATION - Public Safety Communication Officers Week** Page 16

**7. Scheduled Public Comment**

- A. **Scheduled Public Comment - Representative from Missouri River Task Force**
- B. **Scheduled Public Comment - Miranda Bly and representative from Active Transportation Coalition regarding request for road closure during Farmers Market** Page 18
- C. **Scheduled Public Comment - Katie Weaver MSU Park County Economic and Community Development Annual Report** Page 33

**8. Public Hearings**

**9. Ordinances**

- A. **ORDINANCE NO. 2063 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 4-41, ENTITLED "CIVIL OFFENSES, EXCEPTIONS," BY ADDING AN EXCEPTION TO SUBPART C PERTAINING TO THE BOZEMAN TRAIL CONNECTOR LOCATED BETWEEN JACK WEIMER MEMORIAL PARK AND FLESHMAN CREEK ROAD IN LIVINGSTON, MONTANA.** Page 25
- B. **ORDINANCE NO. 2064 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2049 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL COE ENTITLED "PARKING, STOPPING, AND STANDING" BY ESTABLISHING FIRE DEPARTMENT PARKING ON EITHER SIDE OF THE CALLENDER STREET ENTRANCE STREET ENTRANCE AND ESTABLISHING A CIVIL PENALTY FOR VIOLATION THEREOF.** Page 31

**10. Resolutions**

- A. RESOLUTION NO. 4723 - A RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO. Page 56
- B. RESOLUTION NO. 4724 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH MORGAN CONSTRUCTION FOR CONSTRUCTION NECESSARY FOR THE DOWNTOWN LIVINGSTON VAULT PROJECT. Page 87

11. Action Items

- A. DISCUSS/APPROVE/DENY - Western Sustainability Exchange request for road closure and fee waiver for Farmers Market

12. City Manager Comment

13. City Commission Comments

14. Public Comments

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

15. Adjournment

**Calendar of Events**

- April 4, 2017 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex
- April 5, 2017 - 4:00 p.m. - City County Joint Meeting, MSU Extension Office, 119 South 3rd Street
- April 5, 2017 - 7:00 p.m. - Skate Park Committee meeting, Livingston Food Pantry, 202 South 2nd Street
- April 6, 2017 - 4:00 p.m. - County Growth Policy Public Meeting, Community Room, City/County Complex
- April 12, 2017 - 3:30 p.m. - Historic Preservation regular meeting, Community Room, City/County Complex
- April 12, 2017 - 7:00 p.m. - Skate Park Committee meeting, Livingston Food Pantry, 202 South 2nd Street
- April 13, 2017 - National Scrabble Day
- April 13, 2017 - 10:00 a.m. - Planning Board public meeting, site visit of Water Works Building 10th Street and River Drive
- April 17, 2017 - 4:30 p.m. - City County Compact meeting, MSU Extension Office, 119 South 3rd Street
- April 18, 2017 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex
- April 19, 2017 - 8:30 a.m. - Urban Renewal Agency regular meeting, East Room, City/County Complex

**April 19, 2017 - 5:30 p.m. - Planning Board regular meeting, Community Room, City/County Complex**

**April 19, 2017 - 4:00 p.m. - Library Board regular meeting, Park County Library, 228 W. Callender Street**

**April 19, 2017 - 7:00 p.m. - Skate Park Committee meeting, Livingston Food Pantry, 202 South 2nd Street**

## **Supplemental Material**

### Notice

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

**Backup material for agenda item:**

- A. CONSENT - Approve Minutes from 3.21.17 Regular Commission meeting

Livingston City Commission Meeting  
March 21, 2017  
6:30 PM  
City-County Complex

**1. Call to Order**

**2. Roll Call**

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

**3. Moment of Silence**

**4. Pledge of Allegiance**

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

- A. **CONSENT - Approve minutes from regular commission meeting 3.7.17**
- B. **CONSENT – Approve Bills and Claims 1<sup>st</sup> half of March 2017.**
- C. **CONSENT - Ratify Claim**

- Friedman made a motion to approve Consent Items A – C. Hoglund seconded.
  - All in favor, motion passed 4-0.

**6. Proclamations**

**7. Scheduled Public Comment**

**8. Public Hearings**

**9. Ordinances**

**10. Resolutions**

- A. **RESOLUTION NO. 4719 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH THE MONTANA HISTORIC PRESERVATION OFFICE FOR GRANT FOR LOCAL HISTORIC PRESERVATION FOR PERIOD APRIL 1, 2017 TO MARCH 31, 2018. (00:03:40)**

- Hoglund made a motion to pass Resolution No. 4719. Schwarz seconded.
  - All in favor, motion passed 4-0.

**B. RESOLUTION NO. 4722 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING DONATION OF A FIRETRUCK TO RW & JW ENTERPRISES FOR DISPLAY AND AS CONSIDERATION FOR IN KIND SERVICES. (00:05:20)**

- Friedman made a motion to pass Resolution No. 4722. Schwarz seconded.
  - All in favor, motion passed 4-0.

**C. RESOLUTION NO. 4721 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDED PERPETUAL RIGHT-OF-WAY EASEMENT WITH VISTA, LLC FOR THE PURPOSES OF CONSTRUCTION, MAINTENANCE, OPERATION, SERVICE, REPAIR, AND REPLACEMENT OF CITY STREETS, SANITARY SEWERS, AND WATER LINES. (00:10:57)**

- Hoglund made a motion to pass Resolution No. 4721. Schwarz seconded.
  - All in favor, motion passed 4-0.

**D. RESOLUTION NO. 4720 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO AMEND THE CITY'S PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC. (AE2S) FOR WATER TREATMENT PLANT UPGRADE (WWTP) DESIGN, AND TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION ADMINISTRATION SERVICES ON THE WATER RECLAMATION FACILITY PROJECT. (00:15:57)**

- Scott Buecker, Keith Waring, Steve Nichols made comments (00:15:57)
- Patricia Grabow made comments (01:19:26)
- Friedman made a motion to pass Resolution No. 4720. Schwarz seconded.
  - All in favor, motion passed 4-0.

## **11. Action Items**

**A. DISCUSS/APPROVE/DENY - Joe Brooks Chapter of Trout Unlimited request for waiver of garbage disposal fees for Yellowstone River Clean Up on April 22, 2017 (01:36:04)**

- Schwarz made a motion to approve Joe Brooks Chapter of Trout Unlimited request for waiver of garbage disposal fees for Yellowstone River Clean Up. Hoglund seconded.
  - All in favor, motion passed 4-0.

**B. DISCUSS/APPROVE/DENY - Front Street Trail Connector Grant return (01:39:06)**

- Dan Durgan made comments (01:47:54)
- Charles Hubbell made comments ((01:49:16)

- Schwarz made a motion to return the Front Street Trail Connector Grant. Friedman seconded.
  - All in favor, motion passed 4-0.

**C. DISCUSS/APPROVE/DENY- Setting budget meeting in mid April for General Fund review (01:51:12)**

- City Commission scheduled April 11, 2017, 5:30 p.m. to discuss General Fund review.

**D. DISCUSS/APPROVE/DENY – Leasing of rehabilitated/ retained vault space. (01:54:04)**

- Schwarz made a motion to table Action Item D until the issue is needed and relevant. Friedman seconded.
  - All in favor, motion passed 4-0.
- Charles Hubbell made comments (02:01:01)
- Dan Durgan made comments (02:03:51)

**12. City Manager Comment (02:05:23)**

**13. City Commission Comments**

- Friedman made comments. (02:07:15)
- Hoglund made comments. (02:08:10)
- Bennett made comments. (02:11:59)

**14. Public Comments**

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

- Patricia Grabow made comments. (02:16:11)
- Warren Mabie made comments (02:25:55)

**15. Adjournment (8:55 p.m.)**

**Backup material for agenda item:**

Please enter your agenda item text here.



03/29/17  
13:14:11

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 4/17

Page: 1 of 7  
Report ID: AP100Z

For doc #s from 31461 to 31547, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	351030 RESTITUTION	999999 COLEMAN PROPERTIES	Restitution- B. W Hi	300.00
1000 GENERAL	351030 RESTITUTION	131 CITY OF LIVINGSTON	Restitution- A.J. Pe	18.00
1000 GENERAL	351033 PARKING	682 CENTRON SERVICES	Parking Ticket colle	33.35
1000 GENERAL	410360 CITY JUDGE	2286 BAILEY, KARA	Travel Expense- Pols	400.76
1000 GENERAL	410360 CITY JUDGE	2660 COCOLJ CONFERENCE	Spring Judicial Conf	300.00
1000 GENERAL	410360 CITY JUDGE	2608 STATE OF MONTANA - ITSD	33% Video conferenci	109.29
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Mat cleaning	8.56
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Mat cleaning	8.56
1000 GENERAL	411030 PLANNER	26 LIVINGSTON ACE HARDWARE -	Ant traps	7.99
1000 GENERAL	411030 PLANNER	879 VERIZON WIRELESS	Planning	44.49
1000 GENERAL	411100 CITY ATTORNEY	2823 WEST PAYMENT CENTER -	West information - F	287.00
1000 GENERAL	411100 CITY ATTORNEY	3529 KASTING,KAUFFMAN & MERSEN	Legal Services - C.	745.86
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	3407 LIVINGSTON DAYCARE, LLC	Parking lot lease -	900.00
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	8.51
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	2,835.29
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	101 Star Road	229.19
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	110 South B St.	181.51
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	112 South B St.	121.34
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	Internet at PW	885.97
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	879 VERIZON WIRELESS	Central	52.21
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	879 VERIZON WIRELESS	Central	113.53
1000 GENERAL	411700 CENTRAL STORES	54 GATEWAY OFFICE SUPPLY	Supplies for Archive	59.77
1000 GENERAL	411700 CENTRAL STORES	54 GATEWAY OFFICE SUPPLY	Credit	-0.76
1000 GENERAL	411700 CENTRAL STORES	54 GATEWAY OFFICE SUPPLY	Treats- Utility Cust	145.00
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel fuel 244g	546.32
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	18oz fuel additive	14.40
1000 GENERAL	411700 CENTRAL STORES	292 UPS STORE #2420, THE	Crime lab shipments	17.16
1000 GENERAL	411700 CENTRAL STORES	292 UPS STORE #2420, THE	Crime lab shipments	9.71
1000 GENERAL	411700 CENTRAL STORES	292 UPS STORE #2420, THE	Crime lab shipments	9.71
1000 GENERAL	411700 CENTRAL STORES	2999 TEAR IT UP L.L.C.	106#'s shredded	39.20
1000 GENERAL	411700 CENTRAL STORES	590 QBS SAFEGUARD	Claims Warrants	446.64
1000 GENERAL	420100 OPERATING ACCOUNT	3237 WHISTLER TOWING, LLC	2014 Chevy I90 MM 33	200.00
1000 GENERAL	420100 OPERATING ACCOUNT	3237 WHISTLER TOWING, LLC	94 Olds Van - Abando	75.00
1000 GENERAL	420100 OPERATING ACCOUNT	3237 WHISTLER TOWING, LLC	Suzuki XL, Nissan Se	150.00
1000 GENERAL	420100 OPERATING ACCOUNT	1814 SPECIAL LUBE	Vehicle Service	47.00
1000 GENERAL	420100 OPERATING ACCOUNT	3651 MARLIN BUSINESS BANK	Getac Tablets W/Ins.	3,133.80
1000 GENERAL	420400 OPERATING ACCOUNTS	2666 MUNICIPAL EMERGENCY	SCBA Repair	610.75
1000 GENERAL	420400 OPERATING ACCOUNTS	2595 TOWN & COUNTRY FOODS -	Station Supplies	54.99
1000 GENERAL	420400 OPERATING ACCOUNTS	151 NORTHWESTERN ENERGY	330 Bennett - Fire t	72.70
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire	0.00
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire	0.00
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire	42.52
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire Chief	0.00
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire & Recuse	42.52
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire & Recuse	42.52
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire & Recuse	42.52
1000 GENERAL	420400 OPERATING ACCOUNTS	2862 PRAHL, TORSTEN	50% Tuition Reimburs	1,260.00
1000 GENERAL	420403 BUILDING INSPECTION	879 VERIZON WIRELESS	Code Enforcement	22.92
1000 GENERAL	420403 BUILDING INSPECTION	879 VERIZON WIRELESS	Building dept	13.35
1000 GENERAL	420403 BUILDING INSPECTION	879 VERIZON WIRELESS	Building dept	0.00
1000 GENERAL	420403 BUILDING INSPECTION	162 CENTURYLINK	Building Dept.	158.76

For doc #s from 31461 to 31547, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	420410 RESERVES OPERATING	58 MSU FIRE TRAINING SCHOOL	FF2 Cert - Daples	95.00
1000 GENERAL	430930 CEMETERY OPERATING	22 ALL SERVICE TIRE &	Grasshopper tires	10.00
1000 GENERAL	430930 CEMETERY OPERATING	26 LIVINGSTON ACE HARDWARE	- Lighters	4.28
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Cemetery Road Shop	17.56
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	G Street Park	155.42
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	227 River Dr. Conces	19.06
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	227 River Dr. Softba	7.35
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	815 North 13th Socce	1.63
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Weimer Park	21.94
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	8th And Park Sprinkl	4.14
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	229 River Dr.	7.42
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	229 River Dr.	8.68
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	229 River Dr. CC Bui	228.65
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	G Street Park	8.91
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 River Dr.	6.46
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Centery	13.85
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Roaming crew - Jones	0.00
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Roaming	60.31
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Parks	22.92
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	2 A-1 MUFFLER, INC.	Oil change	56.00
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	22 ALL SERVICE TIRE &	Tires	480.00
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	879 VERIZON WIRELESS	Animal Control	64.36
1000 GENERAL	460430 PARKS OPERATING	15 JOHN DEERE FINANCIAL	Z track belts	692.08
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Hose	8.99
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Shop cleaing supplie	48.29
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Equipment maint.	12.99
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Shop	79.99
1000 GENERAL	460430 PARKS OPERATING	162 CENTURYLINK	Park Dept	103.21
1000 GENERAL	460442 CIVIC CENTER ADMIN	1747 CANON FINANCIAL SERVICES,	Canon Lease	86.10
1000 GENERAL	460442 CIVIC CENTER ADMIN	151 NORTHWESTERN ENERGY	229 River dr. Civic	1,373.25
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	151 NORTHWESTERN ENERGY	200 River Dr. Pool	266.70
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	Rec. dept	117.61
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	Rec. dept	0.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	ATS	39.91
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	ATS	63.93
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	ATS	40.96
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	City Pool	0.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	26 LIVINGSTON ACE HARDWARE	- Painting supplies	53.75
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	54 GATEWAY OFFICE SUPPLY	Sign mat'l	6.65
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	54 GATEWAY OFFICE SUPPLY	Envelopes/labels	18.75
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	14 SHOPKO STORES, LLC	cleaning supplies -	7.48
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	162 CENTURYLINK	Civic Center	98.94
<b>Total for Fund:</b>				<b>19,299.13</b>
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	879 VERIZON WIRELESS	Dispatch	23.94
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3037 JOHNSTON ELECTRIC, LLC	Dispatch Remodel -	450.00
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	2268 BIG BEAR CONTRACTING, LLC	Dispatch Remodel	14,730.21
<b>Total for Fund:</b>				<b>15,204.15</b>
2310 TAX INCREMENT DISTRICT -	470300 ECONOMIC DEVELOPMENT	3681 OUT OF THE BLUE	URA Grant - Out of t	15,270.00

For doc #s from 31461 to 31547, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
2310 TAX INCREMENT DISTRICT -	470300 ECONOMIC DEVELOPMENT	3390 TD&H ENGINEERING, INC	Livingston Vault Inf	4,045.35
<b>Total for Fund:</b>				<b>19,315.35</b>
2399 IMPACT FEES	430240 STREET DEPARTMENT	3390 TD&H ENGINEERING, INC	028 Transportation M	2,282.75
2399 IMPACT FEES	430240 STREET DEPARTMENT	3390 TD&H ENGINEERING, INC	028 Transportation M	4,919.28
<b>Total for Fund:</b>				<b>7,202.03</b>
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	I90 & 89S	5.85
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	97 View Vista Dr.	5.85
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	600 W Park	75.50
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	412 W Callender	91.12
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	C & D on Lewis	30.86
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	1100 W Geyser	9.03
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	900 W Geyser	8.42
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	132 South B	178.35
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	E street & alley	52.40
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	18 W Park	99.99
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	F & G on Callender	45.99
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	D & E on Callender	72.95
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	M & N on Callender	73.86
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	School Flasher Park	8.33
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 17th & Montana & C	55.25
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 2nd & Montana & Ch	87.34
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Glenn Addition	115.57
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	105 West Park	44.34
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 North Main	17.75
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	114 West Summit	34.10
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	202 South 2nd	20.11
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Arcs & Posts	296.58
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Street lights	4,489.23
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	400 North M	12.77
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	608 W Chinook	72.21
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	710 W Callender	74.65
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 Alpenglow	41.41
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Btwn G & H on Clark	57.74
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Btwn I & K on Callen	50.78
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Btwn 7th & 8th on Su	37.22
<b>Total for Fund:</b>				<b>6,265.55</b>
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	151 NORTHWESTERN ENERGY	City Shop building 5	445.61
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3675 PUBWORKS	Pubworks mobile	275.00
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3390 TD&H ENGINEERING, INC	Weekly Meeting, R/W	420.00
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3390 TD&H ENGINEERING, INC	Weekly Meeting, R/W	146.92
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	879 VERIZON WIRELESS	Street	16.22
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	879 VERIZON WIRELESS	Street	-24.77
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	162 CENTURYLINK	City shop 50%	30.51
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Supplies	215.99

For doc #s from 31461 to 31547, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Supplies	415.32
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Tape	40.95
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Percus drill bit	-8.99
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- SDS drill bit	9.99
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2274 MURDOCHS RANCH & HOME	Battery & grease kit	319.98
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1814 SPECIAL LUBE	Oil change	68.00
<b>Total for Fund:</b>				<b>2,387.83</b>	
2820	GAS TAX	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Supplies	213.36
<b>Total for Fund:</b>				<b>213.36</b>	
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	2874 HD SUPPLY WATERWORKS,	Gasket	18.05
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	15 JOHN DEERE FINANCIAL	Bolts	86.40
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	26 LIVINGSTON ACE HARDWARE	- Starlo Supplies	19.97
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	26 LIVINGSTON ACE HARDWARE	- Starlo Supplies	25.98
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	26 LIVINGSTON ACE HARDWARE	- Starlo Supplies	9.16
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	26 LIVINGSTON ACE HARDWARE	- Starlo Supplies	12.56
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	26 LIVINGSTON ACE HARDWARE	- Starlo Supplies	8.17
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	26 LIVINGSTON ACE HARDWARE	- Starlo Supplies	37.99
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	26 LIVINGSTON ACE HARDWARE	- Starlo Supplies	35.16
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	10 MOBILE REPAIR & WELDING,	Starlo	19.00
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	16 PARISI WESTERN PLUMBING &	Starlo	209.00
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	3390 TD&H ENGINEERING, INC	026 Booster station	1,285.40
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	3390 TD&H ENGINEERING, INC	026 Booster Station	782.70
<b>Total for Fund:</b>				<b>2,549.54</b>	
5210	WATER OPERATING	342055 BAD DEBT RECOVERY	682 CENTRON SERVICES	Utility Dept Collect	24.62
5210	WATER OPERATING	430510 WATER ADMINISTRATION	102 INDUSTRIAL TOWEL	Mat cleaning	8.56
5210	WATER OPERATING	430510 WATER ADMINISTRATION	102 INDUSTRIAL TOWEL	Mat cleaning	8.56
5210	WATER OPERATING	430510 WATER ADMINISTRATION	3675 PUBWORKS	Pubworks mobile	275.00
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	40 Water Tower ave.	46.24
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	132 South B - Well	1,246.42
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	200 E Reservoir	107.44
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	601 Robin Ln - Well	381.37
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	229 River Dr. Civic	14.50
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	D & Geyser Well Hous	1,589.52
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	Werner Addition Pump	137.67
5210	WATER OPERATING	430515 WATER SERVICES	22 ALL SERVICE TIRE &	Tires	355.00
5210	WATER OPERATING	430515 WATER SERVICES	54 GATEWAY OFFICE SUPPLY	MSE labs	12.83
5210	WATER OPERATING	430515 WATER SERVICES	2863 KIMBALL MIDWEST	Medical Shop Supplie	28.71
5210	WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	- Tubing	19.99
5210	WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	- Gorilla	31.96
5210	WATER OPERATING	430515 WATER SERVICES	2527 MSE TECHNOLOGY	Coliform	176.00
5210	WATER OPERATING	430515 WATER SERVICES	2527 MSE TECHNOLOGY	Coliform	176.00
5210	WATER OPERATING	430515 WATER SERVICES	1920 HORIZON AUTO PARTS	Welding rod	12.87
5210	WATER OPERATING	430515 WATER SERVICES	16 PARISI WESTERN PLUMBING &	Supplies	18.00
5210	WATER OPERATING	430515 WATER SERVICES	3390 TD&H ENGINEERING, INC	Weekly Mtng PRV	96.62
5210	WATER OPERATING	430515 WATER SERVICES	3390 TD&H ENGINEERING, INC	025 Brrokstone Sub.	544.88
5210	WATER OPERATING	430515 WATER SERVICES	3390 TD&H ENGINEERING, INC	Weekly Mtng, PRV	146.92

For doc #s from 31461 to 31547, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
5210	WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell	22.92
5210	WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell	50.93
5210	WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell	11.42
5210	WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell 1/2	25.95
5210	WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water 1/2	0.00
5210	WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water 1/2	57.52
5210	WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Public works eng	29.79
5210	WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Cain	42.52
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3390 TD&H ENGINEERING, INC	025 Brookstone Sub.	294.20
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3390 TD&H ENGINEERING, INC	022 6th and 7th Wate	1,132.50
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3390 TD&H ENGINEERING, INC	080 Hydro geologic s	299.50
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	162 CENTURYLINK	Utility 1/3	78.40
<b>Total for Fund:</b>				<b>7,505.33</b>	
5310	SEWER OPERATING	203110 SETTLEMENT PAYABLE	3682 TERRY SCHAPLOW TRUST	Folsom case costs	4,195.99
5310	SEWER OPERATING	342055 BAD DEBT RECOVERY	682 CENTRON SERVICES	Utility Dept Collect	24.62
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	102 INDUSTRIAL TOWEL	Slate - WWTP	23.90
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	102 INDUSTRIAL TOWEL	Slate - WWTP	23.90
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3675 PUBWORKS	Pubworks mobile	550.00
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	025 Brookstone Sub.	294.20
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	Weekly Meeting, etc.	96.63
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	081 10th street sewe	242.75
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	025 Brrokstone Sub.	544.87
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	Weekly Meeting, Etc	146.91
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	081 10th Street Sewe	1,128.78
5310	SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Water Cell	65.14
5310	SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer Cell 1/2	25.94
5310	SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer Cell	26.88
5310	SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer Cell	41.72
5310	SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer 1/2	0.00
5310	SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer 1/2	57.52
5310	SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Public works eng	29.78
5310	SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	WWTP	40.14
5310	SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	WWTP - pager	22.92
5310	SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	City shop 12%	7.32
5310	SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	Utility 1/3	78.40
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	800 W Cambridge Pump	25.78
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	3 Rogers Ln Lift sta	26.85
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	200 E Reservoir	12.77
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	900 River dr.	156.52
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	1011 River Dr.	26.60
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	Monroe Lift Station	416.42
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	9th &10th Lift stati	24.23
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	2800 East Park	366.25
5310	SEWER OPERATING	430625 SEWER SERVICES	2863 KIMBALL MIDWEST	Medical Shop Supplie	28.71
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	422 CHEMSEARCH	Case of grease	478.53
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	NH3, Copper, N+N tes	167.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Nutrients tests	167.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Quarterly metals and	162.00

For doc #s from 31461 to 31547, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	2830 LEHRKIND'S COCA-COLA	Water	25.55
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	2830 LEHRKIND'S COCA-COLA	Water	17.30
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	26 LIVINGSTON ACE HARDWARE	Supplies	124.88
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	1 TECH ELECTRIC, INC	Replace bad control	65.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	1 TECH ELECTRIC, INC	Parts & repairs to d	315.29
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	292 UPS STORE #2420, THE	Shipped mixer scale	27.12
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	292 UPS STORE #2420, THE	Shipping fees	15.88
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3605 ADVANCED ENGINEERING &	WRF Upgrade	175,094.81
<b>Total for Fund:</b>				<b>185,429.90</b>
5410 SOLID WASTE	342055 BAD DEBT RECOVERY	682 CENTRON SERVICES	Utility Dept Collect	24.62
5410 SOLID WASTE	430810 SOLID WASTE	3675 PUBWORKS	Pubworks mobile	275.00
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	City Shop building 5	445.62
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	Scale House 408 Benn	84.91
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	WWTP 316 Bennett	7,756.73
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennett - Compac	126.98
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Solid Waste truck	17.67
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Solid Waste truck	13.19
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Scale House	22.92
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Transfer station - V	59.26
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	City shop 38%	23.19
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Utility 1/3	78.40
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	805 DAVID RUST CARPET CENTER,	Vinyl flooring	217.50
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	26 LIVINGSTON ACE HARDWARE	Broom	119.97
<b>Total for Fund:</b>				<b>9,283.06</b>
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	22 ALL SERVICE TIRE &	M2 Tires	342.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	334.41
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	13.59
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	243.40
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	133.90
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3069 BILLINGS CLINIC TRAINING	Training	12.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3069 BILLINGS CLINIC TRAINING	Training	24.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3069 BILLINGS CLINIC TRAINING	Training	6.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	23 CARQUEST AUTO PARTS	Wiper blades M2	17.58
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	23 CARQUEST AUTO PARTS	Def	35.97
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	Patient supplies	27.74
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	Patient supplies	53.30
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	0.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	0.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	0.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	0.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	Medic 2	0.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3456 COLD SMOKE AUTOMOTIVE,	M2 brake repair	199.77
<b>Total for Fund:</b>				<b>1,443.66</b>
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2569 HARD, WAYNE	Flex account	386.00

03/29/17  
13:14:11

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 4/17

Page: 7 of 7  
Report ID: AP100Z

For doc #s from 31461 to 31547, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2969 CLAWSON - ROBERTS,	Flex account	297.97
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	353 BOWLES, SCOTT	Flex Account	646.49
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	3596 DENTON, KRISTINE	Flex Account - Close	280.56
<b>Total for Fund:</b>				<b>1,611.02</b>
<b>Total:</b>				<b>277,709.91</b>

**Backup material for agenda item:**

- A. PROCLAMATION - Public Safety Communication Officers Week



Interim City Manager  
Lisa L. Lowy

414 East Callender Street  
Livingston, Montana 59047  
(406) 222-2005 phone  
(406) 222-6823 fax

citymanager@livingstonmontana.org  
w1vw.livingstonmontana.org



Chairman  
James Bennett

17

Vice Chairman  
Dorel Hoglund

Commissioners  
Mel Friedman  
Sarah Sandberg  
Quentin Schwarz

## *Proclamation*

*Incorporated 1889*

*Whereas*, emergencies that require immediate response from 911 centers, police, fire, and medical services could occur at any time; and,

*Whereas*, the prompt response of emergency equipment and personnel is critical to the protection and preservation of life and property; and,

*Whereas*, public safety communication officers are the first and most critical contact citizens have with emergency services; and,

*Whereas*, public safety communication officers are the single vital link for police officers and firefighters in monitoring their activities by radio, providing information, and ensuring their safety; and,

*Whereas*, public safety communication officers continually demonstrate compassion, understanding, and professionalism while enduring the stress of shift work and numerous emergencies; and,

*Whereas*, the community is fortunate to have diligent and dedicated professional public safety communication officers to provide these services.

*Now, therefore, I* James Bennett, Chairman of the Livingston City Commission, do hereby proclaim;

*April 9 - 15, 2017*

### *Public Safety Communication Officers Week in the City of Livingston, Montana*

in honor and recognition of our Public Safety Communication Officers for their vital contributions to the safety and well-being of law enforcement officers, firefighter/EMT's and the citizens of Park County and the City of Livingston.

Dated this 4<sup>th</sup> Day of April, 2017

ATTEST

\_\_\_\_\_  
Lisa Harreld, Recording Secretary

\_\_\_\_\_  
James Bennett, Chairman

**Backup material for agenda item:**

- B. Scheduled Public Comment - Miranda Bly and representative from Active Transportation Coalition regarding request for road closure during Farmers Market



March 30, 2017

Park County Commission  
414 E Callender  
Livingston, MT 59047

City of Livingston Commission  
414 E Callender  
Livingston, MT 59047

Dear City of Livingston Commission,

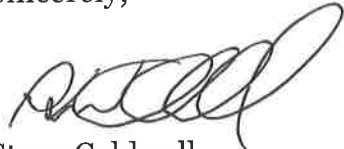
We want to recognize collaboration between city and county staff in their proactive efforts to increase public health and safety for people attending the 2017 Livingston Farmers' Market.

Upon the success of last year's active transportation road closure exercise, Western Sustainability Exchange (WSE) and the Active Transportation Coalition have submitted a request to close a portion of River Drive during the farmers Market throughout the 2017 season to increase public safety. The Public Works Director and Interim City Manager have been collaborative in this effort to provide a safer and less stressful market experience for parents, children, families, and pedestrian and bike traffic.

By mitigating the interface between moving traffic, bikers, pedestrians and parking, the Farmers' Market will become more accessible to all modes of transportation and the community will enjoy a safer environment for this terrific event.

We appreciate joint city and county efforts that increase public health and safety as well as quality of life for our residents.

Sincerely,

  
Steve Caldwell  
Chairman

  
Clint Tinsley  
Commissioner

  
Bill Berg  
Commissioner

March 15, 2017

Park County-City of Livingston Active Transportation Coalition  
c/o Jacqueline Isaly  
Health Promotion & Outreach  
Park County Health Department  
414 E Callender  
Livingston, MT 59047

City of Livingston Commission  
414 E Callender  
Livingston, MT 59047

Dear City of Livingston Commission,

Park County-City of Livingston Active Transportation Coalition wishes to express full support for Western Sustainability Exchanges' request to close a portion of River Drive during the Farmers Market throughout the 2017 season, and consideration of waiving the \$100.00 road closure fee. This effort by Western Sustainability Exchange to make strides toward a safer Farmers Market experience for all users aligns well with the mission and 2017 goals of our coalition.

The Active Transportation Coalition is a collective and collaborative group of key stakeholders from all community sectors with the charge to help guide policy for a safe, well designed, accessible, and active community. Members include City of Livingston and Park County, the MSU Extension Office, business owners, community members, and local organizations. The goals of the coalition focus primarily on health & safety, connectivity, planning, and collaboration.

This project will provide a critical health and safety element to the Farmers Market. By closing a portion of River Drive and eliminating through traffic, the Market will be more accessible and will provide a safer travel experience for all users. We hope that you will strongly consider granting the road closure and fee waiver request to ensure a safe and more functional use of Miles Park for the weekly Farmers Market. If you would like any more information regarding our support of this request, please contact me at 406-222-4113.

Sincerely,



Jacqueline Isaly  
Chair, Park County-City of Livingston Active Transportation Coalition



**Backup material for agenda item:**

- C. Scheduled Public Comment - Katie Weaver MSU Park County Economic and Community Development Annual Report

# City of Livingston/Park County Economic & Community Development ANNUAL REPORT 2016

The Memorandum of Understanding between the City of Livingston, Park County, and MSU Extension outlines a strategic direction for the Economic & Community Development Agent. The primary focus are those activities critical to the stability and prosperity of a local economy include:

1. Proactively identifying, gathering, and applying resources necessary to the success of local business activity;
2. Development of community infrastructure (physical and non-physical) necessary for economic enhancement;
3. Creation of new businesses;
4. Expansion and retention of existing businesses; and
5. Attraction and recruitment of new businesses.

## 2016 Impact Highlights

Support for business creation, expansion, and retention resulted in:

- **One-on-one consulting with 175 entrepreneurs, businesses, and organizations**
  - Assistance to 7 business startups
  - Assistance to 16 business expansion efforts
  - Recruitment assistance to 6 businesses considering Livingston and Park County
- **Ten jobs created and 55 jobs retained; estimated wages of \$2.04 million**
- \$26,552 in skills training grant dollars awarded for 23 people
- Strategic planning design and facilitation for 6 organizations

Strategic efforts to encourage redevelopment projects resulted in:

- **Over 110 people in attendance the Redevelopment Symposium** in March to learn about tools and programs that support property redevelopment and community revitalization
- Highlighted as a catalyst project at the Symposium, the Yellowstone Grain Elevator was purchased in October with plans for mixed-use redevelopment
- **Assistance to 4 redevelopment projects that have invested \$1.05 million into the Livingston economy**

Leadership 49 was awarded the National Association of Community Development Extension Professionals **Excellence in Community Development Team Award**. In the first three years, 52 people from across Park County have participated in the program.

**Provided training and education for 550 people** in the areas of entrepreneurship and business, governance, board development, leadership, and workforce development.

Housing and workforce development continue to grow in importance for economic stability. Ongoing strategic and collaborative efforts across Park County seek to address these challenges. Sector partnership work has emerged as a successful framework to address these, and other, industry challenges and opportunities.



## Population

	City of Livingston	Park County	Montana
Total population	7,136	15,708	1,014,699
Median age	43.1	46.6	39.7
High school graduation rate	94.7%	95.8%	92.8%
Poverty rate	12.7%	12.3%	15.2%
SNAP recipients Jan. 2016	-	715	53,113
Students eligible for free and reduced lunches	43.9%	39.6%	45.0%

Source: U.S. Census Bureau, American Community Survey, 2016; Montana Department of Public Health and Human Services, 2016; Montana Office of Public Instruction, 2016

## Income

	City of Livingston	Park County	Montana
Per capita income	\$25,910	\$27,045	\$26,381
Median household income	\$40,619	\$43,932	\$47,169
Percent change from 2013	4.1%	3.5%	2.0%
Annual wages	-	\$182,274,189	\$18,000,226,137
Percent change from 2013	-	12.2%	9.7%

Source: U.S. Census Bureau, American Community Survey, 2016; Bureau of Labor Statistics, Quarterly Census of Employment and Wages, 2015

## Workforce

	City of Livingston	Park County	Montana
Total labor force	4,512	10,169	650,380
Annual unemployment rate 2016	-	4.3%	4.1%
Commutes outside the county	18.0%	18.7%	9.4%

Source: U.S. Census Bureau, American Community Survey, 2016; Montana Department of Labor and Industry, Local Area Unemployment Statistics Program, 2016

## Business & Taxes

	City of Livingston	Park County
Number of business licenses issued	726	-
Number of new business licenses issued	13	-
Percent of total business licenses	1.8%	-
Total taxable value of commercial property	\$4,604,556	\$11,992,342
Percent change from 2015	3.9%	-0.3%
Total taxable value of real commercial	\$3,187,694	\$8,631,293
Total taxable value of personal commercial	\$1,416,862	\$3,361,049
Private sector jobs created	-	10
Private sector jobs retained	-	55

Source: City of Livingston, 2016; Montana Department of Revenue, 2016



119 South 3rd Street, Livingston, MT 59047 406-222-4156 [katie.weaver@montana.edu](mailto:katie.weaver@montana.edu)



**Backup material for agenda item:**

- A. ORDINANCE NO. 2063 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 4-41, ENTITLED "CIVIL OFFENSES, EXCEPTIONS," BY ADDING AN EXCEPTION TO SUBPART C PERTAINING TO THE BOZEMAN TRAIL CONNECTOR LOCATED BETWEEN JACK WEIMER MEMORIAL PARK AND FLESHMAN CREEK ROAD IN LIVINGSTON, MONTANA.

**ORDINANCE NO. 2063**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 4-41, ENTITLED “CIVIL OFFENSES, EXCEPTIONS,” BY ADDING AN EXCEPTION TO SUBPART C PERTAINING TO THE BOZEMAN TRAIL CONNECTOR LOCATED BETWEEN JACK WEIMER MEMORIAL PARK AND FLESHMAN CREEK ROAD IN LIVINGSTON, MONTANA.**

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**Purpose**

The purpose of this Ordinance is provide for the public health, safety and welfare of the community by designating an additional area where dog owners are permitted to allow their dogs to run about without the need for a leash or other restraint. The Livingston City Commission finds that designating Waterworks Park as an off-leash area adds to the general health and welfare of the community by, among other things: (a) encouraging outdoor activities and exercise with dogs; and (b) reducing the likelihood of dogs being found off-leash in other areas of the City.

---

**WHEREAS**, the Code of Ordinances, City of Livingston, Montana, presently provides that it is unlawful and punishable as a civil offense for a person to allow or permit a dog, fowl, livestock, amphibian, reptile, or insect to be found running at large; and

**WHEREAS**, the Code of Ordinances, City of Livingston, Montana, also provides certain areas where the prohibition on dogs running at large has been relaxed, which areas include parts of Miles Park, parts of Mayor’s Landing Park, the Water Works Park, and areas along View Vista Drive, all as more specifically described in the Code; and

**WHEREAS**, local dog owners desire an additional place to allow their dogs to roam about without being leashed or otherwise restrained; and

**WHEREAS**, the Livingston Parks & Trails committee recently recommended the Livingston

**Ordinance No. 2063**

**Amending Sec. 4-41 to make the Bozeman Trail Connector an off-leash area**

**Page 1**

City Commission designate the Bozeman Trail Connector (a one mile trail located between Jack Weimer Memorial Park and Fleshman Creek Road, behind the Mountain View Cemetery) as an off-leash area.

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

**SECTION 1**

That Section 4-41 of the Livingston Municipal Code is hereby amended, with additions underlined, as follows:

**Sec. 4-41. - Civil offenses, exceptions.**

- A. Nuisance Animal. It is unlawful and punishable as a civil offense for a person to allow or permit an animal to be a nuisance animal.
- B. It is unlawful and punishable as a civil offense for a person to allow or permit a dog, fowl, livestock, amphibian, reptile, or insect to be found running at large.
- C. Exceptions to running at large are as follows:
  - 1. A person may accompany a dog without a leash in Miles Park, along the north bank of the Yellowstone River provided the dog is trained for and will respond to voice command or other control and provided the dog is no more than twenty (20) yards from the person with voice control, with the exception that no dogs are permitted on the playing fields of the ball parks, nor in the pedestrian areas and viewing stands located between the ball fields.
  - 2. A person may allow a dog to run in Mayor's Landing Park under voice command or other control, i.e. without a leash provided the dog is trained for and will respond to voice command.
  - 3. A person may allow a dog to run unrestrained by leash or other restraint on View Vista Drive from the posted sign at the driveway to the golf driving range to Mayor's Landing Park so long as the dog is under voice command or other control and provided that the dog is trained for and will respond to voice command or other control and provided that the dog is no more than twenty (20) yards from the person exercising voice or other control.

4. A person may allow a dog to run unrestrained by leash or other restraint within the confines of Waterworks Park (also known as “9<sup>th</sup> Street Park” and the “Water Plant Park”) so long as the dog is under voice command or other control and provided that the dog is trained for and will respond to voice command or other control. However, dogs must be leashed whenever there is any organized activity at the park, including but not limited to soccer games or practices.
5. A person may allow a dog to run unrestrained by leash or other restraint along the Bozeman Trail Connector so long as the dog is under voice command or other control and provided that the dog is trained for and will respond to voice command or other control. However, dogs must be leashed whenever there is any organized activity on the trail and/or at a trailhead, and may not chase or otherwise harass wildlife.
- D. Any person who takes a dog to Miles Park, View Vista Drive, Mayor’s Landing or onto any other City property, City Trail, or City right-of-way shall remove any dog feces deposited by said dog and dispose of said feces in a trash container. It is unlawful and punishable as a civil offense for any person to fail to remove and properly dispose of dog feces deposited by his or her dog in Miles Park, View Vista Drive, Mayor’s Landing or any other City property, City Trail, or City right-of-way.
- E. It is unlawful and punishable as a civil offense for any person to exercise or run a dog by using a moving motor vehicle while upon a City street or right-of-way.
- F. Cruelty to animals is a crime under State law. The City of Livingston has a zero tolerance policy for cruelty to animals and any suspected animal cruelty is a threat to public safety as animal cruelty has been linked to domestic violence and other criminal behavior, and all reports of animal cruelty will be aggressively investigated and prosecuted in accordance with State law.
- G. Any violation of this Section is an absolute liability offense as described in Section 4-8. Any and all owners as defined in Section 4-1 or the sole registered owner listed on the City license for the animal are jointly and severally liable for the civil offenses listed in this Section regardless of proximity or intent.

## SECTION 2

### Statutory Interpretation and Repealer:

Any and all resolutions, ordinances and sections of the Livingston Municipal Code and

**Ordinance No. 2063**

**Amending Sec. 4-41 to make the Bozeman Trail Connector an off-leash area**

**Page 3**

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 by a court having competent jurisdiction, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions 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 mature, penalties and assessments that were incurred or proceedings that began before the effective date of this ordinance.

### SECTION 5

#### **Effective date:**

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

\* \* \* \* \*

**PASSED** by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the \_\_\_ day of \_\_\_\_\_, 201\_\_.

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**JAMES BENNETT - Chairman**

**ATTEST:**

**Ordinance No. 2063**

**Amending Sec. 4-41 to make the Bozeman Trail Connector an off-leash area**

**Page 4**

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

**PASSED, ADOPTED AND APPROVED** by the City Commission of the City of  
Livingston, Montana, on second reading at a regular session thereof held on the \_\_\_\_ day of  
\_\_\_\_\_, 201\_\_.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**COURTNEY LAWELLIN**  
**Livingston City Attorney**

**Backup material for agenda item:**

- B. ORDINANCE NO. 2064 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2049 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL COE ENTITLED "PARKING, STOPPING, AND STANDING" BY ESTABLISHING FIRE DEPARTMENT PARKING ON EITHER SIDE OF THE CALLENDER STREET ENTRANCE STREET ENTRANCE AND ESTABLISHING A CIVIL PENALTY FOR VIOLATION THEREOF.

**ORDINANCE NO. 2064**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2049 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL CODE ENTITLED “PARKING, STOPPING, AND STANDING” BY ESTABLISHING FIRE DEPARTMENT PARKING ON EITHER SIDE OF THE CALLENDER STREET ENTRANCE AND ESTABLISHING A CIVIL PENALTY FOR VIOLATION THEREOF.**

**Preamble.**

The purpose of this Ordinance is provide for the public health, safety and welfare of the community by providing Livingston Fire and Rescue with parking adjacent to the Fire Station and establishing a civil penalty for violation thereof.

\* \* \* \* \*

**WHEREAS**, to create immediate access of Livingston Fire and Rescue Command staff to their vehicles and to restrict parking time in certain areas to allow for access to fire department command vehicles by command staff.

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

**SECTION 1**

That Ordinance No. 2049 as codified by Chapter 9 of the Livingston Municipal Code is hereby amended, with additions underlined and deletions struck through, as follows:

**9-221. Unlawful parking generally, repairs or for sale.**

(a) It shall be unlawful for any person to, use or occupy any portion of any street within the Restricted or Congested Area limits of the City for the purpose of setting up, assembling, experimenting with, overhauling or repairing any engine or machinery of any sort, for, any

**Ordinance No. 2064  
Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station..**



implements, any vehicles or washing or greasing any vehicle, or to stand, keep or park any motor vehicle in the possession or custody of any garage, on any street, or for displaying any vehicle for sale.

(b) It shall be unlawful to make repairs or conduct maintenance on motor vehicles on any public street other than emergency repair which is defined as the required repair sufficient to get a temporarily stalled vehicle to a repair shop or garage.

**Section 9-222. Parking prohibited in certain places generally.**

It shall be a civil offense for the operator of a vehicle to stop, stand or park such vehicle or trailer in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or traffic control sign or signal:

A. Within an intersection. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

B. On any crosswalk, sidewalk or boulevard. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

C. Upon the approach to an intersection within ten (10) feet of the inside boundary line of the sidewalk, or if no sidewalk is in place within twenty (20) feet of the intercepting roadway, except that this provision shall not apply to alleys. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

D. Within twenty (20) feet of the driveway entrance to any fire station, except for fire vehicles in spaces designated by signs. The minimum civil penalty under this subsection shall be twenty-five dollars (\$25.00)

**Ordinance No. 2064**

**Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

**Page 2**

E. Within fifteen (15) feet of a fire hydrant. The minimum civil penalty under this subsection shall be twenty-five dollars (\$25.00).

F. In front of a functional private driveway. A functional private driveway means a driveway capable of actually being used by a motor vehicle to access a garage or private parking area and not merely a curb cut. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

G. Alongside or opposite any street excavation or construction when such standing or parking would obstruct traffic. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

H. In an alley when to so stop in such alley would obstruct traffic through such alley or obstruct access to a garage, driveway or entryway. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

I. In any City owned, leased, or operated parking lot in violation of a posted no parking sign or a no parking sign after designated hours. The minimum civil penalty under this subsection shall be twenty-five dollars (\$25.00).

J. In any parking space designated by sign that reserves the parking space for handicapped persons only. A fine of not less than one hundred dollars (\$100.00) shall be imposed upon any person violating this section.

K. Any designated fire zone adjoining any public school or any public building. The minimum civil penalty under this subsection shall be Twenty-five dollars (\$25.00).

L. No parking shall be allowed on either side of Park Street between 5th Street

and 6<sup>th</sup> Street. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

M. No parking shall be allowed on either side of “H” Street between Butte Street and View Vista Drive. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

N. It is unlawful for any unauthorized vehicle or equipment to park in any parking space that is properly marked or barricaded with a permit issued under Section 9-248. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00) and the vehicle shall be subject to impoundment.

**Section 9-224. Vehicles exceeding eighteen feet in length to park parallel.**

No vehicle of greater length than eighteen (18) feet shall be parked upon the streets within the Restricted or Congested Area limits, except upon those streets where parking is parallel with the curb. The “Restricted or Congested Area” is defined by Section 9-1 of the Livingston Municipal Code. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-225. Manner of Parking**

All motor vehicles parked upon any street in this City shall be parked as follows:

(a) Whenever any motor vehicle is parked upon any street in this City, it shall be headed as though proceeding upon the right side of the street.

(b) Motor vehicles shall be parked head-in to the curb at the angle and between painted stripes or other markings upon the pavement where such head-in parking is

indicated.

(c) Motor vehicles shall be parked parallel with the curb where such parallel parking is indicated by a painted strip or other markings upon the pavements, and the entire vehicle shall be within such painted strip or other marking.

(d) Whenever the owner or driver of a vehicle discovers that his vehicle is parked immediately in front of or close to a building to which the fire department has been summoned he shall immediately remove such vehicle from such area.

(e) The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-226. Proximity to curb; position.**

Except when necessary in obedience to, traffic regulations or traffic signs or signals, the operator of a vehicle shall not stop, stand or park, such vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of traffic, and with the curb-side wheels of the vehicle within eighteen (18) inches of the edge of the roadway, except as permitted for loading and unloading. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-227. Parking in alley in fire district.**

No person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of person or materials for longer than 30 minutes at any one time in any alley within the Fire Limit District of the City. The Fire Limit District is defined by Section 6-8 of the Livingston Municipal Code. The minimum civil penalty under this subsection shall be Twenty-

**Ordinance No. 2064**

**Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

five dollars (\$25.00).

**Section 9-228. Double parking prohibited; exception for delivery of merchandise.**

No driver or operator of a motor vehicle shall stop such motor vehicle abreast of another vehicle parked parallel to the curb or edge of the roadway, nor at the back or rear of any vehicle parked at an angle to the curb or edge of the roadway where such angle parking is permitted; provided double parking shall be permitted, not to exceed ten minutes duration, for the purpose of delivery of merchandise provided the full street is not obstructed. The minimum civil penalty under this subsection shall be Twenty Dollars.

**Section 9-229. Parking for loading and unloading.**

When it is necessary to place the rear of any motor truck against the curb on any street in this City for the purpose of actually loading or unloading of heavy freight, household goods, office equipment or other large items, such motor truck shall be parked at an angle of forty-five (45) degrees from the curb, and headed in the same direction as vehicular traffic upon any such street, and the front of any such motor truck shall project a minimum distance into the line of vehicular traffic. Further, such vehicle shall not remain backed up to the curb except while actually loading and unloading and in no case longer than the actual loading or unloading required. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-230. Parking illegally in loading zones.**

No person shall stop, stand or park a vehicle in any zone designated as a loading zone for any purpose other than loading or unloading passengers or material. The minimum civil penalty

**Ordinance No. 2064**

**Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

under this subsection shall be Twenty Dollars (20.00).

**Section 9.231. Parking as to impede traffic.**

It shall be unlawful for any operator to stop, stand or park any vehicle that hinders the free movement of vehicular traffic, except that this provision shall not apply to the operator of a vehicle stopped momentarily during the actual loading or unloading of passengers if such stopping does not actually impede traffic, nor shall it apply to a necessary stop in obedience to traffic regulations or traffic signs or signals of a police officer. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**9-232. Restricted parking zones-designation and marking; regulations.**

A. The City Commission is authorized and directed at any time, when in their judgment it shall be necessary, to designate restricted parking areas within the City, and they may in such restricted parking areas prohibit the parking of vehicles, or fix a time limit for the parking of such vehicles.

B. It shall be unlawful for any operator of a vehicle to park the same on any of the streets of the City in violation of a posted restricted parking area. The minimum civil penalty under this section shall be a fine of Twenty Dollars (\$20.00).

**Section 9-234. Restricted parking zones - fifteen minutes parking zones.**

The operator of any vehicle shall not park such vehicle for more than fifteen (15) minutes at any one time in the following described 15 minute parking zones:

- a. on the west side of Second Street from the intersection of Second Street and Callender Street, north to the driveway on the northly boundary of the United

**Ordinance No. 2064  
Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

States Post Office during the hours of 9:00 a.m. to 5:00 p.m. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

- b. in the designated 15 minute parking zone on the easterly side of Second Street in front of American Bank, 120 North 2<sup>nd</sup> Street, Livingston, Montana. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).
- c. in the two (2) parking spaces designated for 15 minute parking on the southerly side of Callender Street just west of its intersection with 2<sup>nd</sup> Street, which parking spaces are adjacent to First Interstate Bank. The minimum civil penalty under this subsection shall Twenty Dollars (\$20.00).
- d. in the parking space designated for 15 minute parking on the westerly side of Main Street in front of Gavne Insurance, 406 South Main Street, Livingston, Montana. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-235. Restricted parking zones commercial vehicles in residential districts at night.**

(A) For the purpose of this section a commercial vehicle is defined as any motor vehicle or trailer weighing greater than sixteen thousand (16,000) pounds as such weights are stamped on vehicles according to the laws of the State, and requiring a Montana license plate thereof designating the vehicle as a truck or trailer by having stamped or imprinted on the plate the letter "T" or "TR" as part of the license plate numbering.

(B) For the purposes of this section residential districts are defined as all of the streets in

**Ordinance No. 2064**

**Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

the City other than the following: Main Street from Park Street to Geysler Street, Second Street from Park Street to Clark Street, B street from. Park Street to Clark Street, Park Street from Third Street to the City Limits on the easterly end of Livingston, Callender Street from Third Street to B Street Lewis Street from Third Street to. B Street Lewis Street from Third Street to B Street, and Clark Street from Second Street to B Street.

(C) Between the hours of six (6) p.m. and eight (8) a.m. there shall be no parking of commercial vehicles as herein defined.

(D) Emergency vehicles, which are defined as ambulances, automobile wreckers, public utility service trucks, hearses and fire trucks are excepted from this section.

(E) The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-236. Storage on streets - not licensed or inoperable motor vehicle.**

It shall be civil offense for any owner or operator of a motor vehicle, not licensed or which is wrecked, dismantled, in a partially dismantled condition, inoperative, i.e. not capable of moving under its own power or in an unsafe conditions as defined by 61-9-101 *et seq.* of the Montana Code Annotated to park, store or leave the same upon any street of the City for more than seventy-two hours. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-237. Storage on streets - trailers, motor homes, etc..**

It shall be a civil offense for any owner or person in possession of a trailer or trailer house or motor home to store or leave the same upon any street of the City for more than five (5) consecutive days. The minimum civil penalty under this subsection shall be Twenty Dollars

**Ordinance No. 2064**

**Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**



(\$20.00).

**Section 9-238. Parking in depository driveways.**

(A) The purpose of this section is to provide the public with safe and secure access from City Streets to places of deposit with financial institutions and to hereby protect life and property.

(B) It shall be a civil offense for any owner or operator of a motor vehicle to park or stop a motor vehicle in a driveway area designated by a financial institution and the Chief of Police as a depository driveway lane between the hours of 8:00 o'clock a.m. and 5:30 o'clock p.m. Monday through Friday. This section shall not apply to any person parking or stopping in the driveway lane for the purpose of using depository services.

(C) The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-240. Parking - City Park Property.**

No person shall park a motor vehicle upon any street or road in or around the perimeter of Sacajawea or Miles Park, upon City Park grounds, or upon City park parking areas after 11:00 p.m. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

This section shall not apply to persons who have been given authorization from the City Commission for camping overnight or overnight stays pursuant to Section 10-26.

**Section 9-241. Parking Overnight or camping.**

No person may park a motor vehicle upon the City streets for purposes of camping or remaining in the vehicle overnight. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Ordinance No. 2064**

**Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

**Section 9-242. Loading/unloading zones established.**

1. An loading/unloading zone for one parking spot is hereby established for the purpose of dropping off and picking up children for the child care center located at 210 East Lewis Street. No vehicle shall park longer than 5 minutes at said location during the hours of 7:30 a.m. to 7:00 p.m., Monday through Saturday. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-243. Reserved.**

**Sec. 9-243 Restricted Parking Zones - Reserved Spaces for Handicapped or Disabled Persons.**

**A. Definitions:**

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

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

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

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

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

**Ordinance No. 2064  
Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

requested.

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

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

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

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

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

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

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

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

**Ordinance No. 2064**

**Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

- c. A special parking space may be removed, as approved by the City Commission, if there is a change in the circumstances such that the parking space shall no longer be appropriate under the criteria referred to herein.

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

- a. The criteria for designating an on street special reserved parking space restricted for the personal use of disabled persons outside of the 2-hour parking zone shall be as follows:
  - i. The applicant must show that (1) they operate a vehicle(s), registered under MCA 61-3-332(9) or MCA 61-3-458(3)(b) or(3)(i), that displays a specialty inscribed license plate issued by the state of Montana to disabled persons and displaying a wheelchair symbol or the letters "DV" issued to disabled veterans or; (2) they possess a permit issued under MCA 49-4-301(1) and MCA 49-4-304. A copy of the vehicle registration or permit must accompany the application;
  - ii. The requested special reserved parking space must be adjacent to the applicant's permanent residence.
  - iii. No more than one special reserved parking space shall be provided to any one individual, or more than one special reserved parking space provided per dwelling unit.
  - iv. No more than two vehicles may be designated as being authorized to use the space.
  - v. No reserved parking space shall be provided within the downtown Two-Hour Parking Zone, as identified in Section 9-246 of this chapter.

**Ordinance No. 2064**

**Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

**Page 13**

- vi. No reserved parking space shall be provided if reasonably accessible and practicable off street parking exists at the requested location.
- vii. The requested space must be able to comply with the requirements of 49-4-302(4) MCA as follows:
  - 1. In accordance with subsection (2), the governing body of a city, town, or county or appropriate state agency may impose all, but not less than all, of the following requirements with respect to any special parking space constructed after September 30, 1985, and reserved for a person with a disability or a permit holder on ways of this state open to the public, as defined in 61-8-101:
    - (a) The space must be located on a smooth, level surface as near as practicable to building entrances or walkways that have curb cuts and appropriately designed ramps and access lanes to accommodate wheelchairs.
    - (b) If parallel to curbside, the parking space must be separated from an adjacent space, either in the front or the rear, by at least 5 feet of striped no-parking area.
    - (c) If at an angle to curbside, the parking space must be at least 8 feet wide and free of obstruction if located at the end of a line of angle parking spaces, and each other angle parking space designated for a person with a disability must be at least 13 feet wide.
    - (d) A parking space reserved for a person with a disability must be designated by a sign showing the international symbol of accessibility, indicating that a permit is required, and stating the penalty for a violation. In order to meet the penalty statement requirement, signs existing on October 1, 1993, must have attached a decal stating the penalty for a violation. The sign must be attached to a wall or post in a way that it is not obscured by a vehicle parked in the space.
  - b. Once approved by the City Commission, the special reserved parking space must be designated by a sign displaying the license plate number(s) of the vehicle(s) authorized to park in the special reserved parking space and stating the penalty for violation. The sign must be attached to a wall or post in a way that is not obscured.

- c. Reapplications to maintain a special reserved parking space must be made by December 31st of each year. A fee of \$5.00 is required with each reapplication. If the reapplication is not received by December 31st, the person will be notified by mail and an application form shall accompany such notice. The sign will be removed if the reapplication is not received within 30 days.
- d. If a person who has been provided a special reserved parking space moves to a new residence within the City limits, and a space is needed for the new residence, the City will relocate the sign to the new location without additional fee if the City is promptly notified of the change of address and provided that the new address is in a residential area outside of the 2-hour parking zone.
- e. A special reserved parking space shall promptly be removed if there is a change in the circumstances such that the parking space shall no longer be appropriate under the criteria referred to herein.

**Section 9-244. Parking Restrictions for B Street Parking Lot.**

No parking of vehicles, trailers or equipment shall be allowed between the hours of 3:00 o'clock a.m. and 6:00 o'clock a.m. in the B Street Parking Lot which is described as being Lots 17 through 27 of Block 77 of the Original Townsite to the City of Livingston, Montana. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-245. Parking upon City or County owned premises**

No person shall park his motor vehicle upon a parking area or lot owned by the City or County except in designated parking stalls which shall be denoted by white painted lines upon the parking surface. The minimum civil penalty under this subsection shall be Twenty Dollars (\$20.00).

**Section 9-246. Two Hour Parking Zones.**

**A. Downtown 2-hour parking zone.**

- 1. The following streets or portions of streets are designated as two-hour parking

zones between the hours of 9:00 o'clock a.m. and 5:00 o'clock p.m., except upon Sundays and legal holidays:

- a. B Street from Park Street to Lewis Street;
  - b. Third Street from Park Street to Callender Street;
  - c. West Lewis from Main to Third Street;
  - d. West side of South Second Street from Lewis Street to the south line of Lot 10 in Block 94 of the Original Townsite;
  - e. East side of south Second Street from Lewis Street to Clark Street
  - f. Callender Street from Third Street to B Street;
  - g. South side of east Callender Street from B Street east for three {3} parking places;
  - h. The south side of Park Street from Third to B Street;
  - i. East Lewis Street from Main Street to B Street;
  - j. Main Street from Park Street to Clark Street;
  - k. The West side of Main Street in front of Lots 1, 2, 3, 15, and 16 of Block 111 of the Original Townsite to the City of Livingston
  - l. The Eastside of Main Street in front of Lots 29 and 30 of Block 110 of the Original Townsite to the City of Livingston;
  - m. Second Street from Park Street to Lewis Street;
  - n. The north side of Clark Street from the alley between Main and B Streets to the alley between Main and Second Streets;
  - o. The south side of Clark Street from the alley between Main and Second Street to Main Street;
  - p. The south side of Geyser Street from the alley in the 100 Block of East Geyser to Main Street.
2. The minimum civil penalty under this subsection shall be Twenty Dollars

(\$20.00).

**B. City-County Complex 2-hour Parking Zone.**

**(a) Designation of City-County Complex Parking Zone.** The following lots, streets or portions of streets are designated as two-hour parking zones between the hours of 9:00 o'clock a.m. and 5:00 o'clock p.m., except upon Sundays and legal holidays, as follows:

- 1. the paved public parking lot immediately behind and adjacent to the City-County Complex;
- 2. that portion of "D" Street running north from the alley between Callender Street and Lewis Street only on that side of "D" Street which is adjacent to and abuts the lots upon which the City-County Complex is situated;
- 3. that portion of "E" Street running north from the alley between Callender Street and Lewis Street only on that side of "E" Street which is adjacent to and abuts the lots upon, which the City-County Complex is located; and
- 4. both sides of Callender Street between "D" Street and "E" Street which has not been zoned for fifteen (15) minute parking or signed for one vehicle length on either side of the Fire Department entrance on Callendar Street for command vehicles.

**(b) Parking Violations and exceptions.**

(i) It is a civil offense for any person. between the hours of 8:00 o'clock a.m. and 5:00 o'clock p.m. on Monday through Friday, to park his or her vehicle in the City-County Complex designated two (2) hour parking zone in excess of two (2) hours per day on each and every day the parking restriction is in effect; the two (2) hour parking limitation is the total time allotment per day per vehicle thereby having the effect of preventing vehicles being moved to gain an additional two (2) hours of parking.

(ii) Persons called for jury trial in any of the courts situated in the City-County Complex shall be exempted from the punishment set forth hereinafter upon written proof to the Clerk of the City Court that they were called for jury service at the date and time



they received the citation for violating the two (2) hour parking zone.

(iii) City or county employees that respond to an emergency shall be exempted from the punishment set forth hereinafter upon written proof to the Clerk of the City Court that they were responding to an emergency at the date and time they received the citation for violating the two (2) hour parking zone.

(iv) Drivers of vehicles legally parking in a parking spot designated for official vehicles by the City-County Complex parking plan are also exempted from the regulations and punishment set forth herein.

**(c) Punishment.**

The civil penalty for violating section 2(b)(i) shall be by fine only in the amount of Twenty dollars (\$20.00) per violation.

**3. Exception to 2 hour downtown parking zones.**

Persons, firms or entities are exempt from the requirements of this section upon obtaining a permit authorized in section 9-248.

**Section 9-247. Enforcement Officer.**

Personnel, in addition to regularly appointed peace officers, upon being duly appointed by the City Manager, may issue a parking ticket for violations that may be placed upon any vehicle in violation of Article IV - Parking, Stopping and Standing.

**Section 9-248. Extended Parking Permit.**

A. A person, firm or entity, engaged in construction or remodeling of a premises located in a restricted two hour parking zone may obtain a permit for extended parking or reserving a parking space adjacent to the property under construction.

1. Permits for extended parking will be issued on a per day basis and may be utilized by vehicles or equipment involved with the construction project. The person, firm or entity obtaining the permit will be responsible for placing a City provided placard or sticker on the vehicle or equipment which shall be

**Ordinance No. 2064  
Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

conspicuously displayed.

- 2. Permits for reserving a parking space will be issued on a per day basis and apply to a designated parking space or spaces adjacent to the property under remodel or construction. The City will provide signs and/or barricades for each reserved space.

B. Permits shall be obtained from the Building Department. Fees for the extended parking permits and reserved parking spaces will be set by resolution of the City Commission.

**Section 9-249. Vicarious Liability.**

(a) All violations of the parking ordinances are hereby deemed an absolute liability upon the registered owner of the motor vehicle.

(b) It shall be no defense to any parking violation that the motor vehicle was illegally parked by another unless it is shown the vehicle was being used without the consent of the registered owner. (See City of Missoula v. Shea, 661 P.2d 410 (Mont. 1983).

**Section 9-250 Vehicle Immobilization authorized.**

The City of Livingston Police Department is hereby authorized to use a vehicle immobilizer, hereinafter referred to as the “boot,” to immobilize any vehicle that is parked upon a City street, alley or parking lot open to the public which has received five (5) or more parking tickets which are due and have not been paid, and at least one of the parking tickets has been unpaid for 30 days or more.

Prior to immobilizing a vehicle, the City shall mail to the registered owner of the vehicle at the address provided by the State of Montana Department of Motor Vehicles a notice which will state the following:

- a) That there are five (5) or more unpaid parking tickets which are due and outstanding and that at least one of which has been unpaid for 30 days or more;
- b) That the vehicle will be immobilized if all of the unpaid parking tickets which are due are not paid within ten (10) days of the notice’s date;

**Ordinance No. 2064  
Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

c) That if the vehicle is immobilized, the City will charge an immobilization fee of Fifty Dollars (\$50.00); and

d) That if release of the vehicle is not obtained within 48 hours of immobilization, the vehicle will be towed and impounded which will result in towing charges and impound fees being imposed in addition to the parking fines and immobilization fees.

Service of notice shall be deemed effective on the date of mailing to the address of the vehicle’s registered owner as maintained by the Montana Department of Motor Vehicles.

**Section 9-251. Procedure for vehicle immobilization and release.**

(a) After the ten (10) day period provided in the notice has past without payment, the Finance Officer will thereafter notify the Police Chief to immobilize the vehicle. The Police Department when immobilizing the vehicle shall affix a conspicuous notice to the vehicle notifying the driver of the following:

- 1. That the vehicle has been immobilized pursuant to Section 9-250 of the Livingston Municipal Code;
- 2. That the vehicle will be released from immobilization by paying all outstanding parking tickets and immobilization fee during business hours at the Livingston City Offices located at 414 East Callender Street;
- 3. That if the release of the vehicle is not obtained within forty-eight (48) hours, the vehicle will be towed and impounded as provided in Section 9-252 of the Livingston Municipal Code and that a towing fee and impound fee will be charged; and
- 4. That any attempt to remove or attempt to remove the boot before obtaining the release as herein provided is unlawful and punishable as a misdemeanor and that if any damage is done to the boot, additional charges will be assessed to repair or replace the boot; and

5. That a hearing on the immobilization, towing or impound may be requested by filing a written request with the City Court to determine if the City did not follow the procedures set forth in §§ 9-250, 9-251 or 9-252 of the Livingston Municipal Code.

(b) An immobilized vehicle shall not be released by the City until all outstanding and due parking fines and the immobilization fee are paid, or by posting a bond.

(c) A towed and impounded vehicle will not be released by the City until all outstanding and due parking fines, immobilization fee, towing charges and impound fees are paid, or by posting a bond.

**Section 9-252, Towing and Impound.**

(a) Any vehicle which has not been released from immobilization after forty-eight (48) hours as provided by Section 9-251, will be towed and impounded by the City.

(b) In the event the vehicle is towed and impounded, the City will notify the registered owner of the vehicle by mail of the fact that the vehicle has been towed and impounded and the procedure to obtain the vehicle’s release.

**Section 9-253, Appeal of immobilization, towing and impound.**

Following immobilization, towing and impound of a vehicle, the registered owner may request a hearing before the City Court by filing a request setting forth the name of the person making the request, the facts and circumstances upon which the request is based and the relief requested. A copy of the request will be mailed or delivered to the City Attorney. The City Judge shall attempt to timely schedule a hearing to determine whether the immobilization, towing or impound was in violation of §§ 9-250, 9-251 or 9-252 of the Livingston Municipal Code. If the City Judge finds that the immobilization, towing or impounding was in violation of §§ 9-250, 9-251 or 9-252 of the Livingston Municipal Code, the vehicle will be immediately released and the registered owner or any other person having an interest in the vehicle shall not be held liable for any fees or costs incurred and in that event any fees or costs paid shall be

**Ordinance No. 2064  
Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

refunded to the person paying the fees or costs, however, any such release shall not excuse payment of unpaid fines for any outstanding parking tickets.

**Section 9-254, Criminal Offense and Penalty.**

A person commits the offense of unauthorized release of an immobilized vehicle if he purposely or knowingly removes or attempts to remove the immobilizing device (boot) from a vehicle before obtaining the vehicle's release from the Livingston Police Department. A person convicted of unauthorized release of an immobilized vehicle may be punished by a fine not to exceed \$500.00 and/or imprisonment in the county jail for a term not to exceed six (6) months. In addition, if damage is done to the boot, the Court may impose restitution for the repair or replacement of the boot.

**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:**

**Ordinance No. 2064**

**Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

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

\* \* \* \* \*

**PASSED** by the City Commission of the City of Livingston, Montana, upon first reading at a regular session thereof held on the \_\_\_\_\_ day of April, 2016.

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

**ATTEST:**

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

\* \* \* \* \*

**PASSED, ADOPTED AND APPROVED** by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**COURTNEY LAWELLIN**  
**City Attorney**

## NOTICE

The public is invited to attend and comment at a public hearing to be held on April 4, 2017, at 6:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on the first reading of **ORDINANCE NO. 2065** entitled **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING ORDINANCE 2049 AND CHAPTER 9, ARTICLE IV OF THE LIVINGSTON MUNICIPAL CODE ENTITLED “PARKING, STOPPING, AND STANDING” BY ESTABLISHING FIRE DEPARTMENT PARKING ON EITHER SIDE OF THE CALLENDAR STREET ENTRANCE AND ESTABLISHING A CIVIL PENALTY FOR VIOLATION THEREOF**. A copy of the ordinance is available for inspection at the City Office, 414 East Callender Street, Livingston, MT 59047. For further information call the City Attorney at (406) 823-6007.

(Notice must be published two (2) times at least six (6) days apart. Mont. Code Ann. § 7-1-4127(7). Further, notice must be posted on the City Bulletin Board, and copies are to be made available for the public. Mont. Code Ann. § 7-5-103.)

**Ordinance No. 2064**

**Designating Fire Command Parking on either side of the Callendar Street entrance to the Fire Station.**

**Page 24**

**Backup material for agenda item:**

- A. RESOLUTION NO. 4723 - A RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO.



RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO  
RESOLUTION NO. \_\_\_\_\_

Issuer: City of Livingston

Kind, date, time and place of meeting: A \_\_\_\_\_ meeting held on \_\_\_\_\_ at \_\_\_\_ o'clock \_\_\_\_ .m. in \_\_\_\_\_, Montana.

Members present: \_\_\_\_\_

Members absent: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

I, the undersigned, being the fully qualified and acting recording officer of the public body issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the public body in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body at the meeting, insofar as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this \_\_\_\_ day of \_\_\_\_\_, 2017.

By \_\_\_\_\_  
Its \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE \_\_\_\_\_ (the Governing Body) OF THE CITY OF LIVINGSTON (the Borrower) AS FOLLOWS:

## ARTICLE I

### DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the Bonds determined in accordance with the provisions of Section 3.03 of the Indenture.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act shall mean Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

Bonds shall mean the Bonds issued by the Board pursuant to the Indenture to finance the Program.

Borrower shall mean the Borrower above named.

Indenture shall mean that certain Indenture of Trust dated March 1, 1991 by and between the Board and the Trustee pursuant to which the Bonds are to be issued and all supplemental indentures thereto.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 2.50% per annum through February 15, 2018 and thereafter a rate equal to the Adjusted Interest Rate on the Bonds and up to 1.50% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell Bonds and use the proceeds to make loans to participating Eligible Government Units.

Project shall mean those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Trustee shall mean U.S. Bank National Association (formerly known as First Trust Company of Montana National Association) and its successors.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Indenture and the Board Act, the Board has issued and sold the Bonds and deposited a part of proceeds thereof in the Loan Fund held by the Trustee. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$75,000.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

## ARTICLE II

### THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$75,000.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 2.50% per annum through February 15, 2018 and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments may be made by check or wire transfer to the Trustee at its principal corporate trust office.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within fifteen days following an Adjustment Date, the Trustee shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments, and prepare and mail by first class mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Trustee a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board or Trustee may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitation Act. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-402, et. seq. (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of the Property Tax Limitation Act.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

### ARTICLE III

#### CERTIFICATIONS, EXECUTION AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Bonds, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement, the Note, and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, Note, and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Its \_\_\_\_\_

## LOAN AGREEMENT

between

BOARD OF INVESTMENTS  
OF THE STATE OF MONTANA

as Lender

and

CITY OF LIVINGSTON

as Borrower

DATE OF AGREEMENT: April 13, 2017

LOAN AMOUNT: SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)

ADDRESS OF BORROWER: City of Livingston  
414 E. Callender St.  
Livingston, MT 59047

## CONTACT PERSON OF BORROWER:

NAME	Lisa Lowy
TITLE	Interim City Manager
TELEPHONE	(406) 823-6003
E-MAIL	<a href="mailto:emeece@livingstonmontana.org">emeece@livingstonmontana.org</a>

## ALTERNATE CONTACT PERSON

NAME	Lisa Harreld
TITLE	Clerk of Commission
TELEPHONE	(406) 823-6009
E-MAIL	<a href="mailto:lharreld@livingstonmontana.org">lharreld@livingstonmontana.org</a>

STATUTORY AUTHORITY FOR BORROWING: 7-7-4101, and 7-7-4201, 7-5-4306, MCA

## TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION. ....	2
SECTION 1.01. DEFINITIONS .....	2
SECTION 1.02. RULES OF INTERPRETATION. ....	5
SECTION 1.03. ATTACHMENTS .....	5
ARTICLE II. REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.....	5
SECTION 2.01. REPRESENTATIONS AND WARRANTIES. ....	5
SECTION 2.02. PARTICULAR COVENANTS OF BORROWER. ....	7
ARTICLE III. LOAN TO BORROWER.....	7
ARTICLE IV. LOAN PROVISIONS.....	7
SECTION 4.01. COMMENCEMENT OF LOAN AGREEMENT.....	7
SECTION 4.02. TERMINATION OF AGREEMENT. ....	7
SECTION 4.03. TERM OF LOAN AGREEMENT. ....	7
SECTION 4.04. LOAN CLOSING SUBMISSIONS.....	7
SECTION 4.05. INITIAL AND SUBSEQUENT DRAWS OF LOAN. ....	8
ARTICLE V. LOAN REPAYMENTS AND NOTE.....	8
SECTION 5.01. PAYMENT OF LOAN REPAYMENTS .....	8
SECTION 5.02. DELINQUENT LOAN PAYMENTS. ....	9
SECTION 5.03. THE NOTE.....	9
ARTICLE VI. TERM.....	9
ARTICLE VII. OBLIGATIONS OF BORROWER UNCONDITIONAL.....	9
SECTION 7.01. OBLIGATIONS OF BORROWER. ....	9
ARTICLE VIII. FINANCIAL COVENANTS (GENERAL FUND). ....	10
SECTION 8.01. REPRESENTATION REGARDING THE PROPERTY TAX LIMITATION ACT. ....	10
SECTION 8.02. LEVY AND APPROPRIATE FUNDS TO REPAY LOAN.....	10
SECTION 8.03. REPORTS AND OPINION; INSPECTIONS. ....	10
ARTICLE IX. DISCLAIMER OF WARRANTIES. ....	10
ARTICLE X. OPTION TO PREPAY LOAN.....	10
ARTICLE XI. ASSIGNMENT.....	11
SECTION 11.01. ASSIGNMENT BY BOARD OR TRUSTEE. ....	11
SECTION 11.02. ASSIGNMENT BY BORROWER.....	11
ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES. ....	11
SECTION 12.01. EVENTS OF DEFAULT DEFINED. ....	11
SECTION 12.02. NOTICE OF DEFAULT.....	12
SECTION 12.03. REMEDIES ON DEFAULT.....	12
SECTION 12.04. ATTORNEYS FEES AND OTHER EXPENSES.....	12
SECTION 12.05. APPLICATION OF MONEYS. ....	12
SECTION 12.06. NO REMEDY EXCLUSIVE, WAIVER AND NOTICE.....	12

ARTICLE XIII. MISCELLANEOUS..... 13

SECTION 13.01. NOTICES..... 13

SECTION 13.02. BINDING EFFECT..... 13

SECTION 13.03. SEVERABILITY..... 13

SECTION 13.04. AMENDMENTS, CHANGES AND MODIFICATIONS..... 13

SECTION 13.05. EXECUTION IN COUNTERPARTS..... 13

SECTION 13.06. APPLICABLE ACT..... 13

SECTION 13.07. CONSENTS AND APPROVALS..... 13

SECTION 13.08. INDEMNITY..... 14

SECTION 13.09. WAIVER OF PERSONAL LIABILITY..... 14

SECTION 13.10. CAPTIONS..... 14



This Loan Agreement (the "Agreement") dated as of April 13, 2017, and entered into between the Board of Investments of the State of Montana (the "Board"), a public body corporate and instrumentality of the state of Montana, and City of Livingston ("the Borrower"), a political subdivision of the State of Montana organized under the laws of the State of Montana;

WITNESSETH:

WHEREAS, pursuant to Section 2-15-1808, Montana Code Annotated and Title 17, Chapter 5, Part 16, Montana Code Annotated (the "Act") and in accordance with the Indenture of Trust, dated as of March 1, 1991, between the Board and U.S. Bank National Association (formerly known as First Trust Company of Montana National Association) (the "Trustee"), has established its INTERCAP Revolving Program pursuant to which the Board will issue, from time to time, its Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) (the "Bonds"), for the purpose of making loans to Eligible Government Units to finance or refinance the acquisition and installation of equipment, personal and real property improvements, to provide temporary financing of projects or for other authorized corporate purposes of an Eligible Government Unit (the "Projects"); and

WHEREAS, the Board has agreed to loan part of the proceeds of an issue of such Bonds to the Borrower in the amount of \$75,000.00, and the Borrower has agreed to borrow such amount from the Board, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Borrower is authorized under the laws of the State of Montana, and has taken all necessary action, to enter into this Agreement for the Project as identified in the Description of the Project/Summary of Disbursements attached hereto.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION.

Section 1.01. Definitions

The following terms will have the meanings indicated below for all purposes of this Agreement unless the context clearly requires otherwise. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Indenture.

"Act" means Section 2-15-1808, Montana Code Annotated and Title 17, Chapter 5, Part 16, Montana Code Annotated as now in effect and as it may from time to time hereafter be amended or supplemented.

"Adjusted Interest Rate" shall mean the interest rate on the Loan determined and established pursuant to the Promissory Note hereto and the Loan Agreement or Bond Resolution.

"Adjustment Date" means the Initial Adjustment Date or a Subsequent Adjustment Date.

"Adjustment Period" means the period beginning on an Adjustment Date and ending on the day before the next succeeding Adjustment Date.

"Amortization Schedule" means the schedule prepared for a loan advance to the Borrower showing the principal amount advanced, the amortization of the principal, and the interest and principal payments due to the Subsequent Interest Adjustment Date.

"Authorized Representative" shall mean the officers of the Borrower designated by the Governing Body and set forth in the Application and signed on behalf of the Borrower by a duly authorized official.

"Board" means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

"Bonds" means the Board of Investments of the State of Montana's Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) authorized to be issued for the Program.

"Borrower" means City of Livingston, the Eligible Government Unit, which is borrowing and using the proceeds of the Loan to finance, refinance or be reimbursed for, all or a portion of the Cost of the Total Project.

"Borrower Act" means 7-7-4101, and 7-7-4201, 7-5-4306 , the section of Montana Code Annotated that authorizes an Eligible Government Unit to borrow money on terms consistent with the Program.

"Borrower Resolution" means a resolution, duly and validly adopted by a Borrower authorizing the execution and delivery to the Board of an Agreement and Note, in substantially the form provided, or such other form of Resolution that the Board may approve and all amendments and supplements thereto.

"Commencement Date" means April 13, 2017, the date of the Agreement when the term of this Agreement begins and the obligation of the Borrower to make Loan Repayments begins to accrue.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Eligible Government Unit" shall mean any municipal corporation or political subdivision of the state, including without limitation any city, town, county, school district, or other special taxing district or assessment or service district authorized by law to borrow money or any board, agency, or department of the state, or the board of regents of the Montana university system when authorized by law to borrow money.

"Event of Default" means any occurrence or event described in Article X hereof.

"Fiscal Year" means the fiscal year of the Borrower beginning on July 1 and ending June 30.

"Governing Body" shall mean (i) with respect to a county, the Board of County Commissioners, (ii) with respect to a city, the City Council or Commission, and (iii) with respect to a school district, county water or sewer district, hospital district, rural fire district, or any other special purpose district, the Board of Trustees.

"Indenture" means that certain Indenture of Trust, dated as of March 1, 1991, by and between the Board and the Trustee, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with its terms.

"Initial Adjustment Date" means the first February 16 following the date of the Agreement.

"Initial Interest Rate" means the Loan Rate from the date of the Agreement to the Initial Adjustment Date.

"Loan" means the loan of money by the Board to the Borrower under the terms of this Agreement pursuant to the Act and the Borrower Act, evidenced by the Note.

"Loan Agreement" or "Agreement" means this Agreement, including, the attachments hereto, if any, as originally executed or as they may from time to time be supplemented, modified or amended in accordance with the terms hereof and of the Indenture.

"Loan Date" means the date of closing a Loan.

"Loan Rate" means the rate of interest on the Loan as provided for in Section 5.01 of this Agreement.

"Loan Repayment Date" means February 15th and August 15th or, if any such day is not a Business Day, the next Business Day thereafter, during the term of the Loan.

"Loan Repayments" means the payments payable by the Borrower pursuant to Article V of this Agreement.

"Loan Term" means the term provided for in Article VI of this Agreement.

"Maximum Interest Rate" means the maximum rate of interest on the Bonds which shall not exceed fifteen percent (15%) per annum.

"Note" means the promissory note executed and delivered by the Borrower attached hereto and made a part hereof.

"Program" means the Board's INTERCAP Program established under the Act and pursuant to which the Board finances Projects for Eligible Government Units.

"Program Expenses" means the expenses of the Program, including (without limitation) the fees and expenses of the Trustee and such other fees and expenses of the Program or of the Board relating thereto as shall be approved by the Board.

"Project" means those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program and set forth in the Description of the Project/Summary of Disbursements attached hereto.

"Project Costs" shall mean the portion of the costs of the Total Project to be financed by the INTERCAP Loan. The Project Costs may not exceed the Loan Amount as set forth on the cover hereof.

"Series Supplemental Indenture of Trust" means a Supplemental Indenture of Trust authorizing the issuance of an additional series of bonds in accordance with the provisions of the Indenture.

"State" means the state of Montana.

"Subsequent Interest Adjustment Date or Subsequent Adjustment Date" means February 16 in the years the Loan remains outstanding.

"Term Sheet" shall mean the document containing the terms and conditions issued by the Board to the Borrower that must be satisfied prior to entering into a Loan Agreement.

"Term Sheet Issuance Date" means the date the Board executes its Term Sheet under the Board's Program.

"Total Project" shall mean the project as described in Section 14 of the Term Sheet and/or Section 2 of the application, of which some or all is to be financed by the INTERCAP Loan.

"Total Project Costs" shall mean the entire cost of acquiring, completing or constructing the project as further described in Section 14 of the Terms & Conditions Sheet and/or Section 2 of the application.

"Trustee" means the U.S. Bank National Association (formerly known as First Trust Company of Montana National Association), a corporation organized and existing under the laws of the United States, or its successor as trustee as provided in the Indenture.

#### Section 1.02. Rules of Interpretation.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Agreement" means this instrument as originally executed and as it may from time to time be modified or amended.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder", and "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) The terms defined elsewhere in this Agreement shall have the meanings therein prescribed for them.

(f) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter gender.

(g) The headings or captions used in this Agreement are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent hereof.

(h) This Agreement shall be construed in accordance with the laws of the State.

#### Section 1.03. Attachments

The following are attachments and a part of this Agreement:

Description of the Project/Summary of Disbursements.  
 Borrower's Draw Certificate.  
 Promissory Note.  
 Opinion of Borrower's Counsel.  
 Certificate of Appropriation (if applicable).

### ARTICLE II. REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

#### Section 2.01. Representations and Warranties.

Borrower represents and warrants for the benefit of the Board, the Trustee and the Bondholders as follows:

(a) Organization and Authority. The Borrower:

(1) is a political subdivision of the State of Montana; and

(2) has complied with all public bidding and other State and Federal laws applicable to this Agreement and the acquisition or installation of the Project.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Board or its agents in writing that materially adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of public information affecting the ability of the Borrower to levy property taxes, collect fees and charges for services provided by the Borrower or otherwise receive revenues, that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all repayments and otherwise perform its obligations under this Agreement, and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and otherwise perform its obligations under this Agreement, and the Note, and that have not been disclosed in writing to the Board.

(d) Borrowing Legal and Authorized. The transaction provided for in this Agreement, and the Note:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower, including the adoption of a resolution substantially in the form provided hereto with such modification as may be provided by the Board; and

(2) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other instrument (other than this Agreement and, the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of any state laws, or ordinances or resolutions of the Borrower; and

(3) the amount of the Loan represented hereby has been added to the amount of all other outstanding debt of the Borrower and together therewith does not result in the Borrower exceeding its statutory debt limitation.

(e) No Violation. No event has occurred and no condition exists that, upon execution of this Agreement, and the Note or receipt of the Loan, would constitute a Default or an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation, of any term of any agreement, statute, ordinance, resolution, bylaw or other instrument to which it is a party or by which it or its property may be bound.

(f) Use of Proceeds. The Borrower will apply the proceeds of the Loan solely to finance the Project Costs described in the Description of the Project/Summary of Disbursements attached hereto. In addition, the Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced). Investment of proceeds by the Borrowers within the five business day period of disbursement to a third party (except for proceeds to reimburse the Borrower for previously paid expenditures) should be in Non-AMT Obligations as that term is defined in the Board's tax certificates.

(g) Completion of the Total Project; Payment of Total Project Costs. The Borrower shall proceed diligently to complete the Total Project and to obtain the necessary funds to pay the Total Project Costs thereof. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Total Project in excess of the Loan Amount as set forth on the cover hereof.

Section 2.02. Particular Covenants of Borrower.

(a) Compliance with Statutory Requirements, Competitive Bidding, Montana Labor Laws, Environmental Review, and Other Legal Requirements. The Borrower has complied with all statutory requirements, including competitive bidding and labor requirements and environmental review, applicable to the acquisition and construction of the Project.

(b) Maintenance and Use of Project. The Borrower shall maintain the Project in good condition, make all necessary renewals, replacements, additions, betterments and improvements thereto and maintain insurance with respect to the Project, its other properties and its operations in such amounts and against such risks as are customary for governmental entities such as the Borrower.

(c) Financial Reports and Audits. The Borrower shall comply with the provisions of Title 2, Chapter 7, Part 5 Montana Code Annotated.

(d) Liens. The Borrower shall not create, incur or suffer to exist any lien, charge or encumbrance on the property constituting the Project prior to the security interest granted hereunder other than (i) any security interest or lien pursuant to a loan agreement, mortgage, deed of trust, indenture or similar financing agreement of the Borrower in force and effect as of the date of this Agreement which creates a security interest or lien in after-acquired property of the Borrower and which is approved in writing by the Board, (ii), any security interest, mortgage or deed of trust permitted in writing by the Trustee, or (iii) any security interest or lien imposed or arising by statute or operation of law.

(e) Expenses. The Borrower will, at the request of the Board, pay all expenses relating to the Loan, the Note and this Agreement.

ARTICLE III. LOAN TO BORROWER.

Subject to the terms and conditions of this Agreement, the Board hereby agrees to loan and advance to the Borrower, and the Borrower agrees to borrow and accept from the Board, the Loan in the principal amount not to exceed \$75,000.00.

ARTICLE IV. LOAN PROVISIONS.

Section 4.01. Commencement of Loan Agreement

This Agreement shall commence on the date hereof unless otherwise provided in this Agreement.

Section 4.02. Termination of Agreement.

This Agreement will terminate upon payment in full of all amounts due under this Agreement and upon the full and complete performance and payment of all of the Borrower's other obligations hereunder. Until such termination, all terms, conditions, and provisions of this Agreement shall remain in full force and effect.

Section 4.03. Term of Loan Agreement.

This Agreement shall be valid for the entire loan amount approved for one year from the Term Sheet Issuance Date. Beginning one year after the Term Sheet Issuance Date, the Board may refuse to make a loan advance if the Board determines that there has been a material adverse change in the circumstances of the Borrower.

Section 4.04. Loan Closing Submissions.

Concurrently with the execution and delivery of this Agreement, the Borrower is providing to the Board and the Trustee, the following documents (except that the Board may waive any of such documents):

(a) A certified resolution of the Borrower in form and substance substantially identical to that provided hereto; provided, however, that the Board may permit variances in such certified resolution from the form or substance of such resolution if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program, the Bondholders and such certified resolutions are acceptable to the Trustee;

(b) An opinion of the Borrower's counsel in form and substance substantially identical to the Attorney's Opinion hereto; provided, however, that the Board may permit variances in such opinion from the form or substance of such Attorney's Opinion if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program, the Bondholders and such opinion is acceptable to the Trustee;

(c) A bill, or bills of sale, construction contract or contracts, invoice or invoices, purchase order or purchase orders or other evidence satisfactory to the Board that the Project has been purchased, ordered, constructed or installed by the Borrower or that any construction has been substantially completed and that payment therefor is due and owing or, if the Borrower is to be reimbursed, that payment has been made; and for any debt being refinanced, the canceled note or other financing document or other evidence satisfactory to the Board of such refinancing;

(d) Such other closing documents and certificates as the Board may reasonably request.

Section 4.05. Initial and Subsequent Draws of Loan.

For the initial draw of the Loan, the Borrower shall deliver to the Board an executed copy of the Agreement, complete with all attachments as listed in Section 4.04 including the Note and the Agreement Resolution and other documents the Board requires.

For subsequent draws, if applicable, the Borrower shall deliver to the Board, an executed copy of a Disbursement Request and any other documents the Board requires.

ARTICLE V. LOAN REPAYMENTS AND NOTE.

Section 5.01. Payment of Loan Repayments

(a) The Loan Repayment Dates shall be on February 15 and August 15 of each year with the first Loan Repayment Date determined as follows:

<u>Date of Draw</u>	<u>First Loan Repayment Date</u>	<u>Payment Consisting of:</u>
February 15 through April 17	August 15	Principal and Interest
April 18 through June 16	August 15	Interest only
June 17 through August 14	February 15	Principal and interest from date of draw
August 15 through October 18	February 15	Principal and Interest
October 19 through December 17	February 15	Interest only
December 18 through February 14	August 15	Principal and Interest from date of draw

(b) Borrower hereby agrees to make Loan Repayments to the Trustee on each Loan Repayment Date to be calculated by the Trustee and consisting of the sum of the following items:

(i) Principal in an amount based upon the initial Amortization Schedule, the Amortization Schedule being initially determined utilizing the Initial Interest Rate. Each advance of the principal of the Loan as shown on the Amortization Schedule shall be repaid in semiannual installments on each Loan Repayment Date commencing on the first Loan Repayment Date following the date thereof and ending on the final maturity date set forth on the Amortization Schedule. Principal payments will not be adjusted but the interest payment will be adjusted as provided in Section 5.01 hereof.

(ii) Interest for each Adjustment Period at the Loan Rate.

(c) The Loan Rate shall equal the interest rate on the Board's bonds, as determined pursuant to Section 3.03 of the Indenture, plus up to 1.50% per annum as is necessary to pay the Borrower's share of Program Expenses as determined by the Board. The interest rate on the Bonds shall not exceed 15% per annum.

(d) Within thirty days of the Adjustment Date the Trustee shall calculate the new interest component of the Loan Repayments and shall send a revised Amortization Schedule to the Borrower showing the amount of the Borrower's semiannual Loan Repayments.

(e) Loan Repayments may be made by check, wire transfer, or Automatic Clearing House (ACH) of funds to the Trustee.

#### Section 5.02. Delinquent Loan Payments.

From and after any Loan Repayment Date, until repaid, the Loan shall bear interest at a rate equal to two percent on the yield (coupon equivalent) as of the Loan Repayment Date, on United States of America Treasury Bills of a duration as close as possible to the term over which the Loan Repayment is delinquent.

#### Section 5.03. The Note.

On the date of this Agreement, the Borrower shall execute the attached Note. The obligations of the Borrower under the Note shall be deemed to be amounts payable under Section 5.01. Each payment made to the Trustee pursuant to the Note shall be deemed to be a credit against the corresponding obligation of the Borrower under Section 5.01 and any such payment made to the Trustee shall fulfill the Borrower's obligation to pay such amount hereunder and under the Note.

### ARTICLE VI. TERM.

The term of the Loan will be a maximum of ten (10) years and the specific term for each loan draw will be set forth in the Borrower's Draw Certificate.

### ARTICLE VII. OBLIGATIONS OF BORROWER UNCONDITIONAL

#### Section 7.01. Obligations of Borrower.

The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set off, counterclaim or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.



ARTICLE VIII. FINANCIAL COVENANTS (GENERAL FUND).

Section 8.01. Representation Regarding the Property Tax Limitation Act.

The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-420, as amended (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the Loan Repayments to be made under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that such Loan Repayments can and will be made from revenues available to the Borrower, notwithstanding the provisions of the Property Tax Limitation Act.

Section 8.02. Levy and Appropriate Funds to Repay Loan.

The Borrower agrees that in order to meet its obligation to make the Loan Repayments and all other payments hereunder that it will budget for as authorized and appropriate from taxes or any other available sources in each fiscal year during the term of this Agreement an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act and will reduce other expenditures if necessary to make the payments hereunder when due.

Section 8.03. Reports and Opinion; Inspections.

(a) The Borrower shall deliver to the Board by no later than August 15 of each year during the term of this Agreement, a certificate in substantially the form attached hereto that the Governing Body of the Borrower has budgeted and appropriated for the then current Fiscal Year an amount sufficient to make the Loan Repayments due in that Fiscal Year, as required in Article VIII hereof.

(b) The Borrower agrees to permit the Board and the Trustee to examine, visit and inspect, at any reasonable time, the property constituting the Project, and the Borrower's facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Board or the Trustee may reasonably require.

ARTICLE IX. DISCLAIMER OF WARRANTIES.

THE BOARD AND ITS AGENTS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY OR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY OTHER WARRANTY WITH RESPECT THERETO. In no event shall the Board or the Trustee or their respective agents be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or Borrower's use of the Project or any item or products or services provided for in this Agreement.

ARTICLE X. OPTION TO PREPAY LOAN.

The Borrower may prepay the Loan in whole or in part upon giving 30 days prior written notice to the Board.

If the Loan is prepaid in part, the principal amount of the Loan shall be reduced by the portion of the prepayment representing principal and the Loan shall be reamortized by ratably reducing the principal portion of each remaining Loan Repayment.

## ARTICLE XI. ASSIGNMENT.

### Section 11.01. Assignment by Board or Trustee.

(a) The Borrower expressly acknowledges that all right, title and interest of the Board in and to this Agreement (except for the rights of the Board to indemnification pursuant to Section 13.08 hereof) and the Note have been assigned to the Trustee, as security for the Bonds, under and as provided in the Indenture, and that if any Event of Default shall occur, the Trustee shall be entitled to act hereunder in the place and stead of the Board. In addition, the Borrower acknowledges that the Board has appointed the Trustee as servicer entitled to act hereunder in the place and stead of the Board. This Agreement and the Note including (without limitation) the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce performance by the Borrower of its other obligations hereunder, may be further assigned and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of the Borrower. Forthwith upon any such assignment the Trustee shall notify the Borrower thereof.

(b) The Borrower acknowledges that payment of the Bonds does not constitute payment of the amounts due under this Agreement.

### Section 11.02. Assignment by Borrower.

This Agreement may not be assigned or encumbered by the Borrower for any reason without the express written consent of the Trustee and the Board.

## ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES.

### Section 12.01. Events of Default Defined.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Borrower to pay any Loan Repayment required to be paid hereunder at the time specified herein and the continuation of such failure for a period of three (3) days after telephonic or e-mail notice by the Trustee that such payment has not been received;

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in Section 12.01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation or other statement by or on behalf of the Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the Loan, is false or misleading in any material respect;

(d) The Borrower files a petition in voluntary bankruptcy under the United States Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(e) The Borrower is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days.

Section 12.02. Notice of Default.

The Borrower agrees to give the Trustee and the Board prompt written notice if any petition referred to in Section 12.01(d) is filed by the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default immediately upon becoming aware of the existence thereof.

Section 12.03. Remedies on Default.

If an Event of Default referred to in Section 12.01(d) shall have occurred, the Trustee shall declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand. Whenever any Event of Default referred to in Section 12.01 hereof shall have happened and be continuing, the Trustee or the Board shall have the right to take any action permitted or required pursuant to the Indenture and shall take one or any combination of the following remedial steps:

(a) Declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its or the Board's rights hereunder, including without limitation, the appointment of a receiver as provided in the Act.

Section 12.04. Attorneys Fees and Other Expenses.

The Borrower shall on demand pay to the Board or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses incurred by either of them, or by any agency of the State selected by the Board to act on its behalf or by the Attorney General, in the collection of Loan Repayments or any other sum due or the enforcement of performance of any other obligations of Borrower upon an Event of Default.

Section 12.05. Application of Moneys.

Any moneys collected by the Board or the Trustee pursuant to Section 12.03 hereof shall be applied (a) first, to pay any attorney's fees or other fees and expenses owed by Borrower pursuant to Section 12.04 hereof; (b) second, to pay interest due on the Loan; (c) third, to pay principal due on the Loan; (d) fourth, to pay any other amounts due hereunder; and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 12.05).

Section 12.06. No Remedy Exclusive, Waiver and Notice.

No remedy herein conferred upon or reserved to the Board or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Board or the Trustee to exercise any remedy reserved to it in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

ARTICLE XIII. MISCELLANEOUS.

Section 13.01. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or five days after mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on the cover hereof and to the other parties at the following addresses:

- (1) Board: Montana Board of Investments  
Attn: Bond Program Office  
P.O. Box 200126  
Helena, Montana 59620-0126
- (2) Trustee: U.S. Bank National Association  
Corporate Trust Services PD-WA-T7CT  
1420 Fifth Avenue, 7<sup>th</sup> Floor  
Seattle, WA 98101

Any of the parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certifies or other communications shall be sent.

Section 13.02. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Board, the Borrower and their respective successors and assigns.

Section 13.03. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications.

This Agreement may not be amended by the Board and the Borrower unless such amendment shall have been consented to in writing by the Trustee.

Section 13.05. Execution in Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Act.

This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Consents and Approvals.

Whenever the written consent or approval of the Board shall be required under the provisions of this Agreement, such consent or approval may be given by the Executive Director of the Board, unless otherwise provided by law or by rules, regulations or resolutions of the Board or unless delegated to the Trustee.

Section 13.08. Indemnity.

The Borrower agrees to indemnify and hold harmless the Board and the Trustee, their respective officers, employees and agents, from and against any and all losses, claims, damages, liability or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees for attorneys, accountants, consultants and other experts) (collectively referred to hereinafter in this Section 13.08 as "Damages") as follows:

(a) For all Damages arising out of, resulting from or in any way connected with the Loan or this Agreement, without limitation; and

(b) For all Damages arising out of, resulting from or in any way connected with the acquisition, construction, installation and operation of the Project.

Notwithstanding the foregoing, the Borrower shall have no liability for damages solely arising out of, resulting from or connected to the Loan or Agreement of any other Borrower.

Section 13.09. Waiver of Personal Liability.

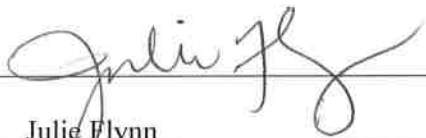
No member, officer, agent or employee of the Board shall be individually or personally liable for the making of the Loan or be subject to any personal liability or accountability by reason hereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 13.10. Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, the Board has executed this Agreement by its duly authorized officers and the Borrower has caused this Agreement to be executed in its name by its duly authorized officers. All of the above occurred as of the date first above written.

BOARD OF INVESTMENTS OF THE  
STATE OF MONTANA

  
By Julie Flynn  
Its Bond Program Officer

WITNESS OR ATTEST:

CITY OF LIVINGSTON

\_\_\_\_\_  
By Lisa Harreld  
Its Clerk of Commission

\_\_\_\_\_  
By Lisa Lowy  
Its Interim City Manager

DESCRIPTION OF THE PROJECT/SUMMARY OF DISBURSEMENTS  
FOR  
CITY OF LIVINGSTON

<u>Description of Project</u>	<u>Allocated Amount of Loan</u>
1. Remodel police & dispatch area	\$75,000.00

Draw #	Description of Item	Amount Allocated for Item	Date of Draw	Amount of Draw	Amount Remaining for Item	Remaining Reserved Amount
				<b>Reserved Amount</b>		\$75,000.00
2760-01	#1 above	\$75,000.00	4/13/2017	75,000.00	0.00	0.00

BORROWER'S DRAW CERTIFICATE NO. 1  
FOR DISBURSEMENT OF FUNDS  
UNDER THE LOAN AGREEMENT

The undersigned, Authorized Representative of the City of Livingston (the "Borrower") under the Loan Agreement, dated as of April 13, 2017 (the "Loan Agreement"), by and between the Board of Investments of the state of Montana (the "Board"), certify pursuant to Section 4.04, as follows:

1. We have read Section 4.05 of the Loan Agreement and the subsections of Section 4.04 referred to therein and have reviewed appropriate records and documents of the Borrower relating to matters covered by this Certificate. All capitalized terms used in this Certificate shall have the meanings given them in the Loan Agreement unless otherwise defined herein;

2. All terms and conditions of the Loan Agreement to be complied with by the Borrower as of the date hereof have been complied with and satisfied, and all documents described in Section 4 have been delivered;

3. The item number, amount, and nature of each item of Project Costs, as shown on the attached Borrower's Cash Advance Certificate, hereby requested to be reimbursed or paid to the Borrower (a) has been paid or incurred, (b) is an eligible Project Cost, and (c) has not been previously reimbursed or paid by the Program under the Loan Agreement;

4. To our knowledge after reasonable investigation, there has been no default by the Borrower under the Loan Agreement, which has not been cured; and

5. All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Borrower's Certificate with the same effect as if made on such date.

You are hereby requested to advance pursuant to Section 4.05 of the Loan Agreement the amount shown on the Borrower's Cash Advance Certificate and make payment to the entitled entity to receipt thereof as shown on said Certificate.

WITNESS my hand this 13th day of April, 2017.

CITY OF LIVINGSTON

\_\_\_\_\_  
By Lisa Lowy  
Its Interim City Manager

ATTEST:

\_\_\_\_\_  
By Lisa Harreld  
Its Clerk of Commission

## BORROWER'S CASH ADVANCE CERTIFICATE NO. 1

1. Closing Date for Loan: April 13, 2017
2. Cash Amount to be Advanced (wire): \$75,000.00
3. The Term Over Which the Loan Advance is to be Amortized:  
April 13, 2017 through February 15, 2027 (ten years)
4. Items to be Financed (serial number, model):

<u>Item</u>	<u>Serial and Model Number</u>	<u>Amount</u>
Remodel police & dispatch area		\$ 75,000.00

## SPECIAL INSTRUCTIONS:

- wire funds to: First Interstate Bank  
ABA # 092901683  
For Cr To City of Livingston  
Acct. #5464150198



## PROMISSORY NOTE

FOR VALUE RECEIVED, the City of Livingston, a political subdivision organized under the laws of the state of Montana (the "Borrower"), hereby promises to pay to the order of the Board of Investments of the State of Montana (the "Board") the principal amount of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) or such lesser amount as shall actually be advanced to the Borrower under the Loan Agreement (hereinafter defined) as evidenced by the Amortization Schedule attached hereto and as annually revised by March 15 for every year the loan advance is outstanding, together with interest thereon in the amount calculated as provided in the Loan Agreement, payable semiannually on February 15 and August 15 in the amounts and as provided in the Loan Agreement and as set forth hereto.

The maturity date of this loan as evidenced by this Promissory Note is February 15, 2027 or sooner at the option of the Borrower pursuant to the Loan Agreement.

This Promissory Note is issued pursuant to the Loan Agreement dated as of April 13, 2017, between the Board and the Borrower (the "Loan Agreement"), and issued in consideration of the loan made thereunder (the "Loan") and in evidence of the obligations of the Borrower set forth in Section 5 thereof. This Promissory Note has been assigned to the Trustee under the Indentures of the Program. Payments hereunder shall be made directly to the Trustee for the account of the Board pursuant to such assignment. Such assignment has been made as security for the payment of the Board of Investments' INTERCAP bonds. All of the terms, conditions and provisions of the Loan Agreement are, by this reference hereto, incorporated herein as a part of this Promissory Note.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Pursuant to the Loan Agreement, advances shall be made to the Borrower under the Loan Agreement from time to time upon the terms and conditions set forth in the Loan Agreement.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of setoff, counterclaim or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

This Promissory Note is subject to optional prepayment under the terms and conditions provided in Article X of the Loan Agreement upon giving 30 days prior written notice to the Board.

If an "Event of Default" occurs under Section 12.01 of the Loan Agreement, the principal of this Promissory Note may be declared due and payable in the manner and to the extent provided in Article XII of the Loan Agreement.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Note, in order to make it a valid and binding obligation of the Borrower according to its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Borrower will, as authorized by and according to applicable provisions and limitations of law annually levy sufficient tax receipts or collect sufficient revenues, as the case may be, with other funds available therefor, to pay the principal and interest hereon when due; and that this Note, together

with all other indebtedness of the Borrower outstanding on the date of original issue hereof and on the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness of the Borrower.

IN WITNESS WHEREOF, the City of Livingston has caused this Promissory Note to be duly executed, attested and delivered, as of this 13th day of April, 2017.

CITY OF LIVINGSTON

\_\_\_\_\_  
By     Lisa Lowy      
Its     Interim City Manager    

(SEAL)

ATTEST:

\_\_\_\_\_  
By     Lisa Harreld      
Its     Clerk of Commission    

Board of Investments of the State of Montana hereby assigns the foregoing Loan Agreement and Promissory Note to U.S. Bank National Association (formerly known as First Trust Company of Montana), as Trustee.

BOARD OF INVESTMENTS OF THE  
STATE OF MONTANA

  
\_\_\_\_\_  
By     Julie Flynn      
Its     Bond Program Officer

MONTANA BOARD OF INVESTMENTS  
ANNUAL ADJUSTABLE RATE TENDER OPTION  
MUNICIPAL FINANCE CONSOLIDATION ACT BONDS  
(INTERCAP REVOLVING PROGRAM)

Municipality:	<b>Livingston</b>	Final Payment:	February 15, 2027
Total Commitment:	<b>\$75,000.00</b>	Total # of Payments:	20
Total Draws to Date:	<b>\$0.00</b>	Draw Number:	<b>2760 1</b>
This Draw Down:	<b>\$75,000.00</b>	Date of this Draw:	April 13, 2017
Remaining Commitment:	<b>\$0.00</b>	Date of Loan Agreement:	April 13, 2017
Project:	Remodel police/dispatch area	Series:	<b>2017</b>

<u>Payment Due</u>	<u>Interest Rate</u>	<u># Days Due</u>	<u>Interest Payment</u>	<u>Principal Payment</u>	<u>O/S Loan Balance</u>	<u>Total Amount of Payment</u>
					75,000.00	<b>*please see comments</b>
		**Beginning Balance**				
08/15/17	2.500%	124	636.99	3,624.54	71,375.46	4,261.53
02/15/18	2.500%	184	899.53	3,362.00	68,013.45	4,261.53
08/15/18		181		3,418.35	64,595.11	
02/15/19		184		3,447.45	61,147.65	
08/15/19		181		3,503.47	57,644.19	
02/15/20		184		3,535.05	54,109.13	
08/15/20		182		3,588.86	50,520.27	
02/15/21		184		3,626.58	46,893.70	
08/15/21		181		3,680.18	43,213.52	
02/15/22		184		3,716.92	39,496.60	
08/15/22		181		3,771.88	35,724.72	
02/15/23		184		3,811.30	31,913.42	
08/15/23		181		3,865.89	28,047.53	
02/15/24		184		3,908.05	24,139.48	
08/15/24		182		3,961.43	20,178.04	
02/15/25		184		4,007.93	16,170.12	
08/15/25		181		4,061.06	12,109.05	
02/15/26		184		4,108.92	8,000.13	
08/15/26		181		4,162.35	3,837.78	
02/15/27		184		3,837.78	0.00	
				<u>75,000.00</u>		

**COMMENTS:**

Interest payments shown from February 16, 2017 to February 15, 2018 are computed at 2.50 percent. After February 15, 2018, interest rates will be adjusted to reflect the adjusted interest rate applied on the outstanding principal balance.

**IMPORTANT: If payment is made by check, please send the enclosed amortization schedule(s) with check for proper credit. Please make sure that SpA Lockbox CM9695 is on both the check and envelope.**

Please mail a **copy of the amortization schedule** with a check made payable to:

U.S. Bank Trust-SpA Lockbox CM9695  
ATTN: Operations Center  
1200 Energy Park Drive  
St. Paul, MN 55108

**OR**

Please wire funds to:

U.S. Bank N.A. (Minneapolis)  
ABA 091000022  
FFC: U.S. Bank Trust N.A.  
Account # 180121167365  
Wire Clearing Account # 47300023  
ATTN: 50364256/996103DKO  
INTERCAP: Livingston

OPINION OF BORROWER'S COUNSEL

[TO BE TYPED ON LETTERHEAD OF BORROWER'S COUNSEL]

**TO BE DATED THE DATE OF CLOSING**

(April 13, 2017)

Board of Investments  
of the State of Montana  
2401 Colonial Drive, 3<sup>rd</sup> Floor  
P. O. Box 200126  
Helena, MT 59620-0126

U.S. Bank National Association  
Corporate Trust Services PD-WA-T7CT  
1420 Fifth Avenue, 7<sup>th</sup> Floor  
Seattle, WA 98101

Ladies and Gentlemen:

I have served as counsel to the City of Livingston (the "Borrower") in connection with its participation in the INTERCAP Program (the "Program") of the Board of Investments of the State of Montana (the "Board"). Terms used herein which are defined in the Loan Agreement, dated as of April 13, 2017 (the "Loan Agreement") between the Borrower and the Board shall have the meanings specified therein. The resolution of the Borrower authorizing its participation in the Program and the issuance of its Loan Agreement relating thereto is herein referred to as the Loan Agreement Resolution.

I have examined, among other things:

- i) the Borrower Act;
- ii) the Loan Agreement dated as of April 13, 2017 and executed by the Borrower;
- iii) the Promissory Note (the "Note") dated as of April 13, 2017 and executed by the Borrower;
- iv) Resolution No. \_\_\_\_\_ of the Borrower, dated \_\_\_\_\_ (the "Loan Agreement Resolution");
- v) the proceedings of the Borrower with respect to the due execution and delivery by the Borrower of the Loan Agreement and Note (the Program Documents), and such certificates and other documents relating to the Borrower, the Program Documents and the Loan Agreement Resolution of the Borrower, and have made such other examination of applicable Montana law and a review of the Borrower's actions with respect to applicable ordinances and resolutions as we have deemed necessary in giving this opinion.

Based upon the foregoing, we are of the opinion that:

(a) The Borrower is a political subdivision duly organized and validly existing under the laws and Constitution of the State of Montana with full legal right, power and authority to enter into, execute and perform its obligations under the Program Documents and to carry out and effectuate the transactions contemplated thereunder.

(b) The execution of the Loan Agreement and Promissory Note have been duly authorized and are valid, binding and enforceable against the Borrower in accordance with its terms.

(c) The Loan Agreement Resolution of the Borrower has been duly adopted and is valid, binding and enforceable against the Borrower in accordance with its terms.

(d) The Borrower has taken all action required to be taken by it to authorize the execution and delivery of and the performance of the obligations contained in the Program Documents; and such authorization is in full force and effect on the date hereof.

(e) The Borrower has complied with all applicable competitive bidding requirements for the purchase, acquisition, and construction of the Project.

(f) All environmental permits necessary for the construction and continued operation of the Project have been obtained.

(g) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required to be obtained by the Borrower in connection with the execution, delivery and performance of the Program Documents or the consummation of the other transactions effected or contemplated thereby.

(h) The execution, delivery and performance of the Program Documents, and compliance with the provisions thereof will not conflict with or constitute a breach of, a violation of, or default under, the Constitution of the State of Montana, or any existing law, charter, judgment, ordinance, administrative regulation, decree, order or resolution of or relating to the Borrower and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument, to which the Borrower is a party or by which it is bound or to which it is subject.

(i) The Program Documents executed by the Borrower, when delivered to the Board, will have been duly authorized and executed and will constitute validly issued and legally binding obligations of the Borrower according to their terms.

It is understood that the enforceability of the Program Documents may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement or creditors rights.

Sincerely,

---

Borrower Attorney

## CERTIFICATE OF APPROPRIATION

The undersigned Chief Finance Officer hereby certifies with respect to the Loan Agreement (the "Loan Agreement"), dated as of April 13, 2017, by and between the City of Livingston (the "Borrower") and the Board of Investments (the "Board") that:

1. The governing body of the Borrower will prepare its budget for the fiscal year 2018 and include in its budget an amount designated and sufficient to make the Loan Repayments (as defined in the "Loan Agreement") due in fiscal year 2018.

Dated this 13th day of April, 2017.

CITY OF LIVINGSTON

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By Paige Fetterhoff  
Its Chief Finance Officer

**Backup material for agenda item:**

- B. RESOLUTION NO. 4724 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH MORGAN CONSTRUCTION FOR CONSTRUCTION NECESSARY FOR THE DOWNTOWN LIVINGSTON VAULT PROJECT.

**RESOLUTION NO. 4724**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH MORGAN CONSTRUCTION FOR CONSTRUCTION NECESSARY FOR THE DOWNTOWN LIVINGSTON VAULT PROJECT.**

\_\_\_\_\_

**WHEREAS**, following a decision to proceed with the Downtown Livingston Vault Project, which was designed and let for bid, the City selected the lowest responsible bidder, Morgan Construction, to provide construction services and equipment necessary for Downtown Livingston Vault Project; and

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

**WHEREAS**, the City Manager and Morgan Construction are ready and willing to fully execute the documents upon the Livingston City Commission's approval.

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

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

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of April, 2017.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**COURTNEY LAWELLIN**  
**Interim City Attorney**

**Resolution No. 4715**

**Authorizing City Manager to Sign Notice of Award and Agreement with Morgan Construction for Downtown Livingston Vault Project.**

**Page 1**



**GENERAL SERVICE AGREEMENT**

THIS GENERAL SERVICE AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **THE CITY OF LIVINGSTON, MONTANA**, a municipal corporation and political subdivision of the state of Montana with its principal office located at 414 East Callender Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **MORGAN CONTRACTORS, LLC**, a Montana limited liability company with its principal place of business located at 190 Edgar Fromberg Road, Fromberg, MT 59029 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The Contractor is engaged in the business of providing construction and building services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform tasks required in this project for the City.
- B. The City has not contracted with the Contractor for services in the past.
- C. The Parties desire to define their respective rights, duties and obligations with respect to their relationship and, as a result, the Parties desire to proceed under the terms and conditions contained in this Agreement.

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

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Contractor agrees that all hiring will be on the basis of merit and qualifications and that the Contractor will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the construction plans and specifications herein. The Project for which the

work shall be completed may be generally described as the “Livingston Sidewalk Vault Infill Project.”

- 4. **CONTRACT DOCUMENTS.** In addition to this Agreement, the contract documents shall consist of the Project Manual and all attachments and exhibits thereto, the Instructions to Bidder, bid, all issued addenda, drawings (with the general title: Downtown Vaults), the specifications manual, bonds, and insurance certifications as required by the Instructions to Bidder and documents identified therein (the foregoing documents are collectively referred to in this Agreement as the “Contract Documents.”) The Contract Documents are collectively attached hereto and incorporated herein as Exhibit A.

- 5. **NATURE OF RELATIONSHIP.**

- a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
- b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both State and Federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.
- c. The contractor agrees to follow the Montana Preference law for materials and labor as set forth in 18-1-102 and 18-2-403 MCA. For projects valued in excess of \$25,000.00, the contractor agrees to post the job site with the standard prevailing wage information, to pay his employees the standard prevailing**

**wage as established by the Montana commissioner of Labor and/or the federal government and to maintain records thereof for three years.**

- d. The Contractor hereby states that it is either covered by Worker’s Compensation and Unemployment Insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2), as is evidenced by the certificates of insurance or exemption documents attached hereto and incorporated herein as Exhibit A. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
- e. The Contractor, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants as follows:

- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.
- c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the work.
- d. It has reviewed this Agreement and all exhibits hereto and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
- e. It will complete the Services in a workmanlike manner according to industry standards and practices.

f. It will not cause or permit any liens to be filed against City-owned property.

7. ADDITIONAL CONTRACTOR RESPONSIBILITIES. The Contractor shall:

- a. Give employment preference to bona fide Montana residents in the performance of the work.
- b. Pay the travel allowance in effect and applicable to the district in which the work is being performed.
- c. Pay the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site. The prevailing wage and fringe benefits rates for the current year are attached hereto and incorporated herein as Exhibit C.
- d. Retain records regarding its payment of the standard prevailing rate of wages, including fringe benefits, for a period of three (3) years after the Contractor's completion of work on the Project.

8. CITY'S RESPONSIBILITIES. The City shall:

- a. Provide all of the information regarding any requirements under this Agreement in a timely fashion.
- b. Provide access to City property and easements with respect to the performance of this Agreement

9. PAYMENT.

- a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price of two hundred fifty thousand six hundred fifty dollars (\$250,650.00) as set forth in Section 00300 Bid Form. Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the regularly scheduled meeting of the City Commission to the Assistant Public Works Director at 330 Bennett Street, Livingston, Montana.

- b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.
- c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

10. TERMINATION.

- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Contractor shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Contractor to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Contractor shall provide the City with a written notice to terminate this Agreement. The Contractor may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Contractor is at fault for the City's nonpayment.
- b. The City may terminate this Agreement upon not less than ten (10) days prior written notice to Contractor. If the City terminates this Agreement for a reason other than fault of the Contractor, the Contractor shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

11. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work (or the work of any subcontractor or supplier to Contractor) under this Agreement. In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Contractor agrees that the City may, at its

election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

12. INSURANCE AND BONDING. During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage and bonding. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and bonding and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. The Contractor shall:
- a. Maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$3,000,000.00 per claim and \$1,000,000.00 for each occurrence, as set forth in sections 5 of the bidding documents.
  - b. Maintain workmen's compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
  - c. Make, execute, and deliver to the City a good a sufficient bond with a surety company licensed in Montana, as surety, conditioned that Contractor shall (i) faithfully perform all of the provisions of this Agreement, (ii) pay all laborers, mechanics, subcontractors, and material suppliers, and (iii) pay all persons who supply the Contractor or subcontractors with provisions, provender, material, or supplies for performing the work.
13. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this

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

14. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
15. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
16. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.
18. CAPTIONS, HEADINGS, AND TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed

to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

- 21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
- 22. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
- 23. LIAISON. The designated liaison with the City is Shannon Holmes or Matt Whitman, both of whom can be reached at (406) 222-5667. The Contractor’s liaison is Steve Morgan, who can be reached at (406) 698-9940.
- 24. GOVERNING LAW. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.
- 25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

*[Remainder of page intentionally left blank]*

*[Signatures on following page]*



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

**City of Livingston**

**Morgan Contractors, LLC,  
a Montana limited liability company**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**[ Exhibit A ]**

**[ Certificates of Insurance or Exemptions ]**

**SECTION 00500  
AGREEMENT FORM**

This Agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, by and between City of Livingston, hereinafter called "OWNER" and \_\_\_\_\_, hereinafter called "CONTRACTOR". OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Constructing new permanent wood form walls within the property basements in order to abandon and infill existing vault space beneath the concrete sidewalks using concrete, flowable fill, and grout.

**Article 2. THE PROJECT.**

2.01 The Project for which the Work under the Contract Documents may be whole or only a part is generally described as follows:

**Livingston Sidewalk Vault Infill**

**Article 3. ENGINEER.**

3.01 The Project has been designed by: Thomas, Dean & Hoskins, Inc., 1800 River Drive North, Great Falls, MT 59401, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 4. CONTRACT TIME.**

4.01 Time of the Essence

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

4.02 Days to achieve Substantial Completion.

A. The Work will be substantially complete within 60 days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

4.03 Liquidated Damages

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the

General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five-Hundred dollars (\$ 500.00 ) in specified damages for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

**Article 5. CONTRACT PRICE:**

5.01 Owner shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form. Estimated quantities used for bidding purposes are not guaranteed, payment will be for actual quantities as determined by ENGINEER in accordance with Article 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

**Article 6. PAYMENT PROCEDURES:**

6.01 Submittal and Processing of Payments:

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Contract Documents.

6.02 Progress Payments; Retainage:

A. OWNER shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, once each month during construction as provided below.

All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

a. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

b. Retainage will be five percent 5% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

2. Upon Substantial completion and at the OWNER's discretion, the amount of retainage may be further reduced if requested by the CONTRACTOR.

6.03 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

**Article 7. INTEREST:**

7.01 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

**Article 8. CONTRACTOR'S REPRESENTATION:**

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents (including all Addenda listed in paragraph 9 and the other related data identified in the Bidding Documents).

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract

Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

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

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **Article 9. CONTRACT DOCUMENTS:**

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (Pages 1 to 6, inclusive);
2. The General Services Agreement
2. Performance Bond (pages 1 to 3, inclusive);
3. Payment Bond (page 1 to 3, inclusive);
4. Other Bonds (pages 1 to , inclusive);
  - a. (pages to , inclusive );
  - b. (pages to , inclusive );
  - c. (pages to , inclusive);
5. General Conditions (pages 1 to 62, inclusive);
6. Supplementary Conditions (pages 1 to 13, inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered S1.0 through S3.2 with each sheet bearing the following general title: Livingston Sidewalk Vault Infills
9. Addenda (numbers \_\_\_\_\_, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
  - a. Notice of Award (page 1, inclusive);
  - b. Notice to Proceed (page 1, inclusive);
  - c. CONTRACTOR's Bid (pages 1 to 5, inclusive);
  - d. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 1 of 2, inclusive);
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Written Amendments;
  - b. Work Change Directives;
  - c. Change Order(s);
  - d. Certificates of Insurance .

B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

**Article 10. MISCELLANEOUS:**

10.01 Terms.

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

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

10.03 Successors and Assigns.

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

10.04 Severability.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed 6 copies of Agreement. Three counterparts have been delivered to OWNER, two to CONTRACTOR and one to ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the effective date of the Agreement).

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(CORPORATE SEAL)

BY \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

FAX No. \_\_\_\_\_

FAX No. \_\_\_\_\_

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

Contractor Registration No. \_\_\_\_\_

Agent for service of process:  
\_\_\_\_\_

(IF CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative \_\_\_\_\_

Designated Representative \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

FAX No.: \_\_\_\_\_

FAX No.: \_\_\_\_\_

END OF SECTION 00500