



# Livingston City Commission Agenda

September 04, 2018

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. 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).*

6. Consent Items

**A. CONSENT - Approve minutes from regular 8.21.18 commission meeting** **Page 4**

**B. CONSENT - Approve Bills and Claims** **Page 9**

7. Proclamations

8. Scheduled Public Comment

9. Public Hearings

10. Ordinances

11. Resolutions

**A. RESOLUTION NO. 4816 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,105,837 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,417,780.** **Page 25**

**B. RESOLUTION NO. 4817 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2018-2019.** **Page 30**

**C. RESOLUTION NO 4818 - RESOLUTION RELATING TO \$4,840,000 SEWER IMPROVEMENT REVENUE BOND (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2018D; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF** **Page 34**

**D. RESOLUTION NO. 4819 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE THE CITY MANAGER'S RECOMMENDATION FOR CHANGE ORDER NUMBER G-3 TO THE WATER RECLAMATION FACILITY PROFESSIONAL SERVICES AGREEMENT WITH AE2S.** **Page 77**

**E. RESOLUTION NO. 4820 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH LIVINGSTON SCHOOL DISTRICT NOS. 1 AND 4 FOR SCHOOL RESOURCE OFFICER FOR SCHOOL YEARS 2018-2019, 2019-2020, AND 2020-2021. Page 93**

**F. RESOLUTION NO. 4815 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO DISCONTINUE AND VACATE A PORTION OF THE UNDEVELOPED NORTH D STREET BETWEEN MONTANA STREET AND THE LIVINGSTON DITCH, AND BETWEEN BLOCKS 23 AND 24, ALL LOCATED IN THE ORIGINAL TOWNSITE OF THE CITY OF LIVINGSTON, MONTANA AND CALLING FOR A PUBLIC HEARING. Page 108**

**G. RESOLUTION NO. 4821 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING THE WATER AND SEWER EXTENSION FOR THE TRANSFER STATION SOLID WASTE DEPARTMENT. Page 124**

12. Action Items

13. City Manager Comment

14. City Commission Comments

15. Adjournment

### **Calendar of Events**

September 4, 2018 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

September 11, 2018 - 3:30 p.m. - Historic Preservation regular meeting, Community Room, City/County Complex

September 11, 2018 - 7:00 p.m. - Board of Adjustments regular meeting, Community Room, City/County Complex

September 19, 2018 - 5:30 p.m. - Planning Board regular meeting, Community Room, City/County Complex

### **Supplemental Material**

#### Notice

- Public Comment: The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).

- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- Special Accommodation: If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

**Backup material for agenda item:**

- A. CONSENT - Approve minutes from regular 8.21.18 commission meeting**

**LIVINGSTON CITY COMMISSION  
MINUTES**

**August 21, 2018**

**6:30 p.m.**

**City- County Complex, Community Room**

**1. Call to Order**

**2. Roll Call**

- Hogleund, Schwarz, Friedman, and Mabie were present. (Sandberg participated via teleconference. She did not vote.)

**3. Moment of Silence**

**4. Pledge of allegiance**

**5. Public Comment**

- Jack Luther made comments (00:01:09)
- Jay Kiefer made comments (00:02:42)
- Patricia Grabow made comments (00:06:37)
- Justin Boyle made comments (00:08:58)
- Don Platek made comments (00:10:20)
- Karen Knoelke made comments (00:11:30)

**6. Consent Items (00:16:05)**

**A. CONSENT - Approve minutes from regular 8.7.18 commission meeting**

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

**C. CONSENT - Approve City Court Financial Reports for June & July 2018**

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

**7. Proclamations**

**8. Scheduled Public Comment**

**9. Public Hearings**

- A. ORDINANCE NO. 2072 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING SECTION 30.13 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED OFFICIAL ZONING MAP OF THE CITY OF LIVINGSTON BY REZONING A**

**0.75 - ACRE PARCEL IN GOVERNMENT LOT 3 AS REFERENCED ON PLAT 104 FROM MEDIUM DENSITY RESIDENTIAL MOBILE HOME (R2MH) TO HIGH DENSITY RESIDENTIAL (R3). (00:27:05)**

- Friedman made a motion to pass Ordinance No. 2072. Schwarz seconded.
  - All in favor, motion passed 4-0.

**10. Ordinances**

**11. Resolutions**

**A. RESOLUTION NO. 4813 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUD+GET FOR FISCAL YEAR 2018-2019, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,105,837 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,417,780. (00:29:29)**

- Don Platek made comments (00:31:57)
- Friedman made a motion to pass Resolution No. 4813. Mabie seconded.
  - All in favor, motion passed 4-0.

**B. RESOLUTION NO. 4814 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO FIX THE TAX LEVY FOR FISCAL YEAR 2018-2019 AND GIVING NOTICE OF A PUBLIC HEARING THEREON. (00:33:33)**

- Schwarz made a motion to pass Resolution No. 4814. Friedman seconded.
  - All in favor, motion passed 4-0.

**C. RESOLUTION NO. 4812 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN EXERCISE OF OPTION TO RENEW LEASE NO. 500,850 WITH MONTANA RAIL LINK, INC. (00:35:25)**

- Friedman made a motion to pass Resolution No. 4812. Mabie seconded.
  - All in favor, motion passed 4-0.

**D. RESOLUTION NO. 4815 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO DISCONTINUE AND VACATE A PORTION OF THE UNDEVELOPED NORTH D STREET BETWEEN MONTANA STREET AND THE LIVINGSTON DITCH, AND BETWEEN BLOCKS 23 AND 24, ALL LOCATED IN THE ORIGINAL TOWNSITE OF THE CITY OF LIVINGSTON, MONTANA, AND CALLING FOR A PUBLIC HEARING.**

- Hoglund made a motion to table Resolution No. 4815 until the Parks and Trails committee and Planning Board have the opportunity to review the request. Friedman seconded.
  - All in favor, motion passed 4-0.

**12. Action Items**

**A. Discuss history of separated grade crossing and discuss/approve/deny Northside Transportation Plan (00:37:00)**

- Keith Waring from TD&H Engineering, and Robert Marvin from Marvin & Associates, presented the Northside Transportation Plan
  
- Karen Knoelke made comments (01:24:15)
- Jack Luther made comments (01:27:17)
- Vuko Voyich made comments (01:29:16)
- Brian Konkul made comments (01:35:40)
- Kelly Voyich made comments (01:39:40)
- Carey Yeager made comments (01:48:04)
- Herb Beadle made comments (01:57:16)
- Patricia Grabow made comments (02:05:15)
- Gary Boone made comments (02:08:18)
- Don Platek made comments (02:09:39)
- Justin Dalby made comments (02:16:27)
- Kelvin Hoover made comments (02:17:50)
- Jay Kiefer made comments (02:21:42)
  
- Mabie made a motion to approve the Northside Transportation Plan. Schwarz seconded.
  - All in favor, motion passed 4-0.
  
- Schwarz made a motion to extend the meeting past 9:30 p.m. Friedman seconded.
  - All in favor, motion passed 4-0.

**B. DISCUSS/APPROVE/DENY - Separated Grade Crossing Way Forward**

- Gary Boone made comments (03:05:05)
- Justin Dalby made comments (03:06:28)
- Patricia Grabow made comments (03:07:00)
- Brian Konkul made comments (03:15:28)
- Herb Beadle made comments (03:16:50)
- Justin Fievet made comments (03:17:40)
- Carey Yeager made comments (03:18:32)
  
- Schwarz made a motion to approve going forward with separate grade crossing plan, beginning with scheduling a series of public comment community meetings. Friedman seconded.
  - All in favor, motion passed 4-0.

**13. City Manager Comment (03:29:00).**

**14. City Commission Comments**

- Commissioner Mabie made comments(03:30:03)
- Commissioner Sandberg made comments (03:31:04)
- Commissioner Schwarz made comments (03:31:49)
- Commissioner Hoglund made comments (03:34:34)

**15. Adjournment (03:38:38) 10:08 p.m.**



**Backup material for agenda item:**

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

08/29/18  
12:01:22

CITY OF LIVINGSTON  
Claim Details  
For the Accounting Period: 8/18

Page: 1 of 1  
Report ID: AP100

For doc #s from 36453 to 36582, Operating Cash  
\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36453	87023S	1544	PARK COUNTY VICTIM WITNESS	1,689.00					
1	June18	06/30/18	June 2018 Collections	870.00			1000 351036		101000
2	July18	07/31/18	July 2018 Collections	819.00			1000 351036		101000
36454	87022S	2156	PARK COUNTY TREASURER/M.L.E.A.	734.00					
1	June18	06/30/18	June 2018 Collections	300.00			1000 351036		101000
2	July18	07/31/18	July 2018 Collections	434.00			1000 351036		101000
36455	87021S	1702	PARK COUNTY TREAS/HB 176	600.00					
1	June18	06/30/18	June 2018 Collections	290.00			1000 351036		101000
2	July18	07/31/18	July 2018 Collections	310.00			1000 351036		101000
36456	86995S	2840	DICK ANDERSON CONSTRUCTION	816,391.62					
1	12	07/25/18	WRF pay application 12	824,638.00*			5310 503 430640	940	101000
2	12	07/25/18	Gross receipts tax withheld	-8,246.38*			5310 503 430640	940	101000
36457	86994S	122	DEPARTMENT OF REVENUE	8,246.38					
1	12	07/25/18	DAC - Gross Receipts Tax	8,246.38*			5310 503 430640	940	101000
36458	87014S	501	MONTANA TAX FOUNDATION, INC.	60.00					
1	18-19	07/13/18	Montana Tax Foundation Members	60.00			1000 104 410540	333	101000
36459	86988S	162	CENTURYLINK	612.36					
1	3850	08/04/18	Sewer Plant	177.49			5310 503 430640	343	101000
2	5570	08/04/18	Utility Billing	17.03			5210 502 430520	343	101000
3	5570	08/04/18	Utility Billing	17.03			5310 503 430620	343	101000
4	5570	08/04/18	Utility Billing	17.04			5410 504 430820	343	101000
5	5240	08/04/18	Scale House	92.00			5410 504 430870	346	101000
6	6436	08/04/18	Park Dept.	104.57*			1000 109 460449	343	101000
7	4714	08/04/18	Finance Fax	187.20			1000 122 411300	343	101000
36460	87018S	151	NORTHWESTERN ENERGY	24.35					
1	3286284	08/07/18	101 Star Rd	24.35			1000 121 411230	341	101000
36461	86999S	102	INDUSTRIAL TOWEL	34.27					
1	63285	08/16/18	Rug maint, towels	34.27			1000 121 411230	360	101000
36462	87029S	2595	TOWN & COUNTRY FOODS -	17.72					
1	8236002	08/15/18	Scale House Supplies	17.72			5410 504 430870	214	101000

08/29/18  
12:01:22

CITY OF LIVINGSTON  
Claim Details  
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For doc #s from 36453 to 36582, Operating Cash  
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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36463	87020S	272 PARK COUNTY		891.00					
1	1207232101	06/02/18 LogMeIn - Remote Support		891.00			1000 123 411700	357	101000
36464	86992S	745 DELL MARKETING L.P.		299.18					
1	1026072819	08/15/18 Paige - Monitors		299.18			1000 123 411700	368	101000
36465	87010S	109 MAILING SYSTEMS PLUS MORE		276.99					
1	5157	08/14/18 Ink Cartridge/Sealer Brush		276.99			1000 123 411700	310	101000
36466	87033S	3784 PURKETT, KALSEY		47.96					
1	12172-03	08/20/18 Overpayment on Account		47.96			5210 343021		101000
36468	87026S	3659 RIVERSIDE HARDWARE LLC		4.00					
1	50628	08/10/18 Keys for Register		4.00			1000 123 411700	211	101000
36469	87009S	3444 LOWY, LISA		176.25					
1	18-19	08/20/18 Reimburse Travel		176.25			1000 109 460449	370	101000
36470	86987S	23 CARQUEST AUTO PARTS		17.75					
1	1912418812	08/13/18 Cleaning Supplies		17.75			5510 142 420730	220	101000
36471	87004S	776 KENYON NOBLE		5.79					
1	6691425	08/10/18 Flat Boring Bit		5.79			1000 141 420400	220	101000
36472	86985S	2662 BOUND TREE MEDICAL, LLC		372.73					
1	82943294	08/03/18 Patient Supplies		372.73			5510 142 420730	235	101000
36473	86991S	2671 COMDATA		2,732.26					
1	20296392	08/01/18 Fire Fuel - July		601.63			1000 141 420400	236	101000
2	20296392	08/01/18 EMS Fuel - July		2,130.63			5510 142 420730	236	101000
36474	86984S	402 ALPINE ELECTRONICS RADIO SHACK		19.99					
1	10249905	08/13/18 Office Supply		19.99			5510 142 420730	210	101000
36475	87026S	3659 RIVERSIDE HARDWARE LLC		89.98					
1	50459	08/09/18 Extension Cords		89.98			1000 141 420400	220	101000
36476	87024S	69 PARKER REPAIR & RADIATOR SERVICE		134.00					
1	73569	08/09/18 M4 Repair		134.00			5510 142 420730	232	101000

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12:01:22

CITY OF LIVINGSTON  
Claim Details  
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Page: 3 of 3  
Report ID: AP100

For doc #s from 36453 to 36582, Operating Cash  
\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36477	87029S	2595 TOWN & COUNTRY FOODS -		19.64					
1	8236002	08/09/18 Station Supplies		19.64			5510 142 420730	220	101000
36478	87028S	3634 SHIELDS GARAGE		174.80					
1	3704	08/09/18 M3 Repair		174.80			5510 142 420730	232	101000
36479	87030S	292 UPS STORE #2420, THE		17.87					
1	6505	08/08/18 Postage		17.87*			5510 142 420730	310	101000
36480	87016S	2604 MUNICIPAL EMERGENCY SERVICES		808.36					
2	1250318	08/01/18 Fire Boots		404.18			1000 141 420400	220	101000
3	1250318	08/01/18 Fire Boots		404.18			1000 141 420410	220	101000
36481	87026S	3659 RIVERSIDE HARDWARE LLC		81.49					
1	49974	08/03/18 Building Repair		65.91			1000 141 420400	365	101000
2	50014	08/03/18 Building Repair		15.58			1000 141 420400	365	101000
36482	87002S	3037 JOHNSTON ELECTRIC, LLC		262.50					
1	6995	07/15/18 Building Repair		262.50			1000 141 420400	365	101000
36483	87016S	2604 MUNICIPAL EMERGENCY SERVICES		712.07					
2	1252208	08/08/18 Wildland Pants		712.07			1000 141 420400	220	101000
36484	87003S	1390 KEN'S EQUIPMENT REPAIR, INC		225.00					
1	0431	05/20/18 Tow Honda Accord		225.00			1000 131 420100	350	101000
36485	86987S	23 CARQUEST AUTO PARTS		106.52					
1	1912419077	08/15/18 Battery		106.52			1000 131 420100	231	101000
36486	87031S	3237 WHISTLER TOWING, LLC		125.00					
1	8774	08/16/18 Tow 07 Honda Fit		125.00			1000 131 420100	350	101000
36487	87013S	952 MONTANA ASSOCIATION OF CHIEFS OF		100.00					
1	2018	08/21/18 Annual dues - Johnson		100.00			1000 131 420100	334	101000
36488	86983S	781 2M COMPANY, INC.		181.82					
1	8083839000	08/03/18 PVC		181.82			1000 155 460430	401	101000
36489	87032S	22 ALL SERVICE TIRE & ALIGNMENT,		1,650.00					
1	54912	07/06/18 New Tires		1,620.00			5410 504 430830	232	101000
2	55119	07/30/18 Tire Repair		15.00			5410 504 430830	362	101000
3	55214	08/08/18 Tire Repair		15.00			5210 502 430515	232	101000

08/29/18  
12:01:22

CITY OF LIVINGSTON  
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Page: 4 of 4  
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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36490	86986S	3820 BRIDGER ANALYTICAL LAB		56.00					
1	1808065	08/06/18 Coliform/ E. Coli		28.00			5210 502 430515	355	101000
2	1808041	08/03/18 Coliform/ E. Coli		28.00			5410 504 430830	350	101000
36491	86996S	424 ENERGY LABORATORIES, INC.		72.00					
1	174775	08/08/18 Effluent Composite		72.00			5310 503 430640	355	101000
36492	87001S	15 JOHN DEERE FINANCIAL		172.46					
1	568853	08/02/18 Parts		172.46			1000 155 460430	231	101000
36493	86997S	470 HAWKINS, INC		2,969.37					
1	4333834	07/31/18 Peracetic Acid		2,969.37			5310 503 430640	222	101000
36494	86998S	63 HOUSE OF CLEAN		366.73					
1	215133	08/06/18 Janitorial supplies		366.73			1000 155 460430	231	101000
36495	87003S	1390 KEN'S EQUIPMENT REPAIR, INC		4,270.35					
1	51503	07/16/18 570 - Collant Reservoir		708.65			5410 504 430830	362	101000
2	51524	07/21/18 410 L Backhoe		269.80			5410 504 430830	362	101000
3	51557	07/25/18 G2 - Replace Hose		83.90			5410 504 430830	362	101000
4	51611	08/01/18 Yard Dog		3,208.00			5410 504 430830	362	101000
36496	87005S	2863 KIMBALL MIDWEST		116.47					
1	6533103	08/09/18 Supplies		116.47			2500 151 430240	231	101000
36497	87006S	26 LIVINGSTON ACE HARDWARE -		243.51					
1	D32572	08/06/18 Fasteners		13.93			1000 155 460430	231	101000
2	328123	07/30/18 Supplies		22.57			5210 502 430515	231	101000
3	D33533	08/08/18 Supplies		207.01			1000 155 460430	231	101000
36498	87007S	3210 LIVINGSTON LOCKS & CLOCKS		27.50					
1	126134	07/08/18 Duplicate Keys		27.50			5410 504 430830	231	101000
36499	87012S	10 MOBILE REPAIR & WELDING, INC		11.78					
1	29485	08/02/18 Tubing		11.78			5210 502 430515	231	101000
36500	87012S	10 MOBILE REPAIR & WELDING, INC		187.20					
1	29474	07/27/18 Welded Plates		187.20			5410 504 430830	361	101000

08/29/18  
12:01:22

CITY OF LIVINGSTON  
Claim Details  
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Page: 5 of 5  
Report ID: AP100

For doc #s from 36453 to 36582, Operating Cash  
\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36501	87015S	3016 MT WATERWORKS		395.02					
1	26897	08/13/18 Hyd Upper Stems		395.02			5210 502 430515	237	101000
36502	87017S	33 NORTH CENTRAL LABORATORIES		3,794.94					
1	410296	07/30/18 Lab supplies		3,794.94			5310 503 430640	225	101000
36503	87019S	16 PARISI WESTERN PLUMBING &		50.40					
1	47344	07/17/18 Fountain		29.90			1000 155 460430	231	101000
2	47466	05/25/18 Pool		20.50*			1000 155 460445	231	101000
36504	87027S	3543 SERVICE ELECTRIC, INC		120.00					
1	36921	08/08/18 Pump Motor Repair		120.00*			1000 155 460445	231	101000
36505	87008S	282 LIVINGSTON TRUE VALUE HARDWARE		5.84					
1	B76353	08/06/18 Drain Tee		5.84			1000 155 460430	231	101000
36506	86993S	509 DELTA SIGNS & GRAPHICS		660.00					
1	1965	08/14/18 Signs		660.00			5410 504 430830	361	101000
36507	86989S	3440 CHARTER COMMUNICATIONS		885.12					
1	0179878	08/04/18 330 Bennett Internet		110.63*			1000 106 411030	346	101000
2	0179878	08/04/18 330 Bennett Internet		110.64*			1000 143 420403	346	101000
3	0179878	08/04/18 330 Bennett Internet		132.77*			1000 155 430100	346	101000
4	0179878	08/04/18 330 Bennett Internet		132.77			2500 151 430220	346	101000
5	0179878	08/04/18 330 Bennett Internet		132.77			5210 502 430510	346	101000
6	0179878	08/04/18 330 Bennett Internet		132.77			5310 503 430610	346	101000
7	0179878	08/04/18 330 Bennett Internet		132.77			5410 504 430820	346	101000
36508	86999S	102 INDUSTRIAL TOWEL		61.53					
1	62843	08/10/18 Slate WRF		18.10			5310 503 430610	224	101000
2	62843	08/10/18 Mat cleaning		8.69			5310 503 430610	224	101000
3	62843	08/10/18 Mat cleaning		8.69			5210 502 430510	224	101000
4	62843	08/10/18 Mat cleaning		8.69			5410 504 430820	224	101000
5	62843	08/10/18 Mat cleaning		8.68			2500 151 430220	224	101000
6	62843	08/10/18 Mat cleaning		8.68			1000 106 411030	200	101000
36509	87000S	3387 J & H, Inc.		28.92					
1	537455	08/08/18 Copier maintenance		5.78			5210 502 430515	368	101000
2	537455	08/08/18 Copier maintenance		5.78			5310 503 430625	368	101000
3	537455	08/08/18 Copier maintenance		5.78			5410 504 430830	368	101000
4	537455	08/08/18 Copier maintenance		5.79			2500 151 430240	368	101000
5	537455	08/08/18 Copier maintenance		5.79			1000 106 411030	368	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
36510	87011S 3184 MASTERCARD	13,963.72							
1	Glass 07/11/18 APCO International	444.00			2300 132 420160	380		101000	
2	Schweigert 07/25/18 USA Blue Book	202.64			5210 502 430520	981		101000	
3	Johnson 07/11/18 Walmart	59.99			1000 131 420100	220		101000	
4	Johnson 07/12/18 Staples	85.88			1000 131 420100	220		101000	
5	Emter 07/19/18 MT Gov Online	140.00			5310 503 430640	380		101000	
6	Grady 07/06/18 Town Pump	62.42			2220 201 460100	236		101000	
7	Grady 07/09/18 Riverside Hardware	32.56			2220 201 460100	224		101000	
8	Grady 07/09/18 Ace Hardware	26.96			2220 201 460100	224		101000	
9	Grady 07/15/18 Stamps.com	15.99			2220 201 460100	310		101000	
10	Grady 07/18/18 Amazon	20.48			2220 201 460100	210		101000	
11	Grady 07/18/18 USPS Postage	100.00			2220 201 460100	310		101000	
12	Grady 07/22/18 Obsidian	17.90			2220 201 460100	210		101000	
13	Grady 07/26/18 Amazon	29.85			2220 201 460100	227		101000	
14	Grady 07/26/18 Stamps.com	50.94			2220 201 460100	310		101000	
15	Grady 07/27/18 Riverside hardware	13.56			2220 201 460100	224		101000	
16	Grady 07/29/18 Amazon	14.55			2220 201 460100	227		101000	
17	Grady 07/31/18 Amazon	11.85			2220 201 460100	227		101000	
18	Lowy 07/02/18 Facebook	50.00			2212 153 460420	336		101000	
19	Lowy 07/10/18 Getsling.com	10.50			1000 109 460449	226		101000	
20	Lowy 07/17/18 Amazon	110.62			2212 153 460420	200		101000	
21	Lowy 07/18/18 Amazon	35.30			2212 153 460420	200		101000	
22	Lowy 07/18/18 Amazon	6.27			1000 103 410400	368		101000	
23	Lowy 07/22/18 Amazon	120.93			1000 103 410400	368		101000	
24	Lowy 07/23/18 Albertsons	127.03			2212 153 460420	200		101000	
25	Lowy 07/23/18 Albertsons	120.20			2212 153 460420	200		101000	
26	Lowy 07/26/18 Don Luis Restaurant	100.00			1000 109 460449	368		101000	
27	Lowy 07/27/18 Stellas Kitchen	26.00			1000 109 460449	368		101000	
28	Lowy 07/27/18 Mustang	59.23			1000 109 460449	368		101000	
29	Lowy 07/29/18 Amazon	412.75			1000 109 460449	226		101000	
30	Lowy 07/27/18 National Night Out	396.14			1000 109 460449	226		101000	
31	Lowy 08/01/18 Facebook	10.00			1000 109 460449	336		101000	
32	Singer 07/31/18 Amazon	85.14			1000 123 411700	211		101000	
33	Johansson 07/02/18 Staples	123.86			1000 154 440640	210		101000	
34	Johansson 07/02/18 Staples	18.28			5210 502 430510	220		101000	
35	Johansson 07/15/18 Lowes	36.43			5410 504 430820	220		101000	
36	Johansson 07/18/18 Costco	69.52			1000 106 411030	200		101000	
37	Johansson 07/18/18 Costco	69.53			1000 155 430100	220		101000	
38	Johansson 07/18/18 Costco	69.53			2500 151 430220	200		101000	
39	Johansson 07/18/18 Costco	69.53*			5210 502 430520	220		101000	
40	Johansson 07/18/18 Costco	69.53			5310 503 430620	220		101000	
41	Johansson 07/18/18 Costco	69.53			5410 504 430820	220		101000	
42	Johansson 07/24/18 Uline	116.50			5410 504 430820	220		101000	
43	Fetterhoff 07/06/18 Stamps.com	24.99			1000 123 411700	310		101000	

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44	Whitman	07/18/18	USPS	127.30			2500 151 430220	200	101000
45	Whitman	07/19/18	USPS	50.00			5210 502 430510	220	101000
46	Whitman	07/22/18	Ace Hardware	48.54			2400 420100	231	101000
47	Tarr	07/02/18	Albertsons	5.99			1000 109 460445	220	101000
48	Tarr	07/02/18	Rosa's Pizza	42.00			1000 109 460445	220	101000
49	Tarr	07/02/18	Facebook	17.79			1000 109 460449	336	101000
50	Tarr	07/04/18	Getsling	28.00			1000 109 460445	220	101000
51	Tarr	07/18/18	Amazon	76.18*			2212 153 460420	350	101000
52	Tarr	07/24/18	Amazon	29.92			1000 109 460449	226	101000
53	Tarr	07/24/18	Amazon	13.94			1000 109 460449	226	101000
54	Tarr	07/25/18	Shopko	47.94			1000 109 460449	220	101000
55	Tarr	07/29/18	Amazon	15.98			1000 109 460449	220	101000
56	Tarr	07/31/18	Getsling.com	25.09			1000 109 460445	220	101000
57	Tarr	08/01/18	Facebook	99.96*			2212 153 460420	350	101000
58	Tarr	08/01/18	Facebook	6.54			1000 109 460449	336	101000
59	Porteen	07/20/18	Courts	5.25*			1000 107 411100	351	101000
60	Porteen	07/26/18	MT League	154.78			1000 107 411100	333	101000
61	Schneider	07/15/18	Zoro Tools	238.50*			1000 155 460445	231	101000
62	Schneider	07/18/18	Uline	185.00			1000 155 430930	361	101000
63	MacInnes	07/10/18	COT Batteries	406.78			5510 142 420730	220	101000
64	MacInnes	07/17/18	Medwrite - June 18	7,310.19			5510 142 420730	350	101000
65	MacInnes	07/24/18	Critical Care Course	50.00			5510 142 420730	380	101000
66	MacInnes	07/26/18	Critical Care Course	50.00			5510 142 420730	380	101000
67	MacInnes	07/27/18	Lodging	112.21			1000 141 420400	370	101000
68	MacInnes	07/31/18	Station Supplies	14.99			1000 141 420400	220	101000
69	MacInnes	07/31/18	Fuses	3.89			5510 142 420730	231	101000
70	MacInnes	08/01/18	Cleaning Supply	5.98			5510 142 420730	220	101000
71	MacInnes	08/01/18	Critical Care Course	1,025.00			5510 142 420730	380	101000
72	Harrington	08/01/18	Fuel	29.07			1000 141 420400	236	101000
36511	87034S	3519	OPPORTUNITY BANK OF MONTANA	3,550.00					
1	2018-8	08/01/18	Business Office Rent -August	1,775.00			1000 121 411230	530	101000
2	2018-9	09/01/18	Business Office Rent -Sept.	1,775.00			1000 121 411230	530	101000
36512	87082S	278	MMIA	1,665.09					
1	618012	06/30/18	Deductible Recovery - Cahill	1,665.09*			5310 503 510331	511	101000
36513	87073S	3585	KELLEY, DARREN	41.46					
1	18-19	08/05/18	Panda Express	20.46			1000 141 420400	370	101000
2	18-19	08/09/18	O'Reilly	21.00			1000 141 420400	360	101000



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36514	87063S	162 CENTURYLINK		89.78					
1	0137	08/16/18 Scada Alarm		89.78			5310 503 430640	343	101000
36515	87098S	2595 TOWN & COUNTRY FOODS -		1.27					
1	TK20180427	08/22/18 Restitution - L. Morgan		1.27			1000 351030		101000
36516	87061S	1747 CANON FINANCIAL SERVICES, INC		76.10					
1	19125093	08/24/18 Canon lease		76.10*			1000 109 460442	368	101000
36517	87088S	151 NORTHWESTERN ENERGY		270.49					
1	3120133	08/09/18 110 South B St		147.23			1000 121 411230	341	101000
2	3120134	08/09/18 112 South B St		123.26			1000 121 411230	341	101000
36518	87068S	54 GATEWAY OFFICE SUPPLY		117.80					
1	41821	08/22/18 Office Supplies		13.35			1000 102 410360	200	101000
2	41817	08/22/18 Paper		104.45			1000 102 410360	200	101000
36519	87069S	3750 HAPPE, HOLLY		102.65					
1	18-19	08/21/18 Fall Conf. Lodging Deposit		102.65			1000 102 410360	370	101000
36520	87068S	54 GATEWAY OFFICE SUPPLY		7.51					
1	41799	08/21/18 File Folders		7.51			1000 123 411700	211	101000
36521	87095S	3713 SYSCO MONTANA, INC		268.88					
1	143904237	08/22/18 Coffee		268.88			1000 123 411700	211	101000
36522	87080S	1101 LIVINGSTON SCHOOL DISTRICT 4 & 1		242.26					
1	8525	08/20/18 Bus & Driver field trips		242.26			1000 109 460449	226	101000
36523	87068S	54 GATEWAY OFFICE SUPPLY		16.35					
1	41746	08/15/18 Office Supplies		16.35			1000 109 460449	220	101000
36524	87096S	3586 TARR, MARGARET		45.05					
1	18-19	08/08/18 Michaels - Summer Camp		45.05			1000 109 460449	226	101000
36525	87068S	54 GATEWAY OFFICE SUPPLY		45.25					
1	41792	08/20/18 Office Supplies		45.25			1000 141 420400	210	101000
36526	87084S	2604 MUNICIPAL EMERGENCY SERVICES		147.00					
2	1254509	08/16/18 Wildland Shirt		147.00			1000 141 420400	220	101000

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36527	87056S	3598	AIRPRO, INC.	249.50					
1	10756	08/10/18	Exhaust Conical	249.50			5510 142 420730	231	101000
36528	87075S	776	KENYON NOBLE	133.68					
1	6699487	08/15/18	Training Building Repair	120.50			1000 141 420400	220	101000
2	6691063	08/10/18	Jig Blade/Oxide Bit	13.18			1000 141 420400	220	101000
36529	87059S	2662	BOUND TREE MEDICAL, LLC	416.81					
1	82952857	08/14/18	Patient Supplies	89.88			5510 142 420730	235	101000
2	82952856	08/14/18	Patient Supplies	326.93			5510 142 420730	235	101000
36530	87077S	26	LIVINGSTON ACE HARDWARE -	14.40					
1	D34730	08/10/18	Fasteners	14.40			1000 141 420400	220	101000
36531	87098S	2595	TOWN & COUNTRY FOODS -	14.46					
1	8236002	08/14/18	Training Supplies	14.46			1000 141 420400	370	101000
36532	87079S	55	LIVINGSTON HEALTH CARE-MEMORIAL	9.92					
1	3801231	08/13/18	Patient Supplies	9.92			5510 142 420730	235	101000
36533	87084S	2604	MUNICIPAL EMERGENCY SERVICES	224.00					
2	1251885	08/07/18	Wildland Boots	224.00			1000 141 420400	220	101000
36534	87065S	3821	CUTTING EDGE TRAINING	238.00					
1	18-19	08/17/18	Gunderson - 9/14/18	119.00			1000 131 420100	380	101000
2	18-19	08/17/18	Gunderson - 9/13/18	119.00			1000 131 420100	380	101000
36535	87078S	468	LIVINGSTON FIRE SERVICE, INC	50.65					
1	14749	08/20/18	Extinguisher Refill	50.65			1000 131 420100	220	101000
36536	87066S	3822	EAGLE ENGRAVING, INC.	119.65					
1	2018-3706	08/14/18	Commendation Bar	119.65			1000 131 420100	220	101000
36537	87089S	3823	O'NEILL, COREY	69.00					
1	18-19	08/16/18	Meals - Missouls Training	69.00			1000 131 420100	370	101000
36538	87100S	3237	WHISTLER TOWING, LLC	75.00					
1	8813	08/21/18	Tow 2000 GMC Env	75.00			1000 131 420100	350	101000

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36539	87090S	2437	O'REILLY AUTOMOTIVE, INC	51.22					
1	1558139998	08/20/18	Wiper Blades	51.22			1000 131 420100	231	101000
36540	87092S	738	SIRCHIE	168.99					
1	0359801	08/07/18	Evidence collection supplies	168.99			1000 131 420100	220	101000
36541	87099S	292	UPS STORE #2420, THE	10.14					
1	0698	08/21/18	LPD Shipment	10.14			1000 131 420100	310	101000
36542	87097S	3824	THE STRONG BLUE LINE	198.00					
1		08/20/18	Books	198.00			1000 131 420100	380	101000
36543	87058S	3378	AMERICAN AUTOMOTIVE	612.61					
1	3928	08/15/18	Repairs and Maint.	405.83			1000 131 420100	231	101000
2	3928	08/15/18	Repairs and Maint.	64.00			1000 131 420100	360	101000
3	3929	08/15/18	Repairs and Maint.	62.78			1000 131 420100	231	101000
4	3929	08/15/18	Repairs and Maint.	80.00			1000 131 420100	360	101000
36544	87060S	73	CALIBRE PRESS	229.00					
1	62349	08/23/18	Street Survival - Hildebrand	229.00			1000 131 420100	380	101000
36545	87057S	22	ALL SERVICE TIRE & ALIGNMENT,	45.00					
1	55385	08/24/18	Oil Change	45.00			1000 131 420100	231	101000
36546	87074S	1390	KEN'S EQUIPMENT REPAIR, INC	187.50					
1	0459	08/25/18	Tow 96 Oldsmobile Aurora	187.50			1000 131 420100	350	101000
36547	87101S	1729	WICKLANDER-ZULAWSKI & ASSOCIATE,	495.00					
1	14914	06/27/18	Training Tuition - Walker	495.00			1000 131 420100	380	101000
36548	87054S	84	A & I DISTRIBUTORS	142.45					
1	3170705	08/11/18	Blue 55gal	142.45			5410 504 430830	231	101000
36549	87068S	54	GATEWAY OFFICE SUPPLY	33.64					
1	41860	08/27/18	UPS	16.95			5210 502 430515	355	101000
2	41788	08/20/18	UPS	16.69			5210 502 430515	355	101000
36550	87070S	470	HAWKINS, INC	693.00					
1	4343715	08/15/18	Chlorine	693.00			5210 502 430515	355	101000

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36551	87083S	3016 MT WATERWORKS		531.72					
1	26527	07/18/18 Curb Boxes		531.72			5210 502 430515	237	101000
36552	87085S	3688 MURDOCH'S RANCH & HOME SUPPLY		21.48					
1	K00146	08/27/18 Tarp		21.48*			5210 502 430625	231	101000
36553	87086S	12 NORMONT EQUIPMENT		4,331.25					
1	18254	08/20/18 Emulsion Tote		4,331.25			2820 210 430240	471	101000
36554	87087S	423 NORTHWEST PIPE FITTINGS, INC		188.00					
1	523476	08/22/18 Supplies		188.00			5210 502 430515	237	101000
36555	87062S	23 CARQUEST AUTO PARTS		85.75					
1	1912418801	08/13/18 Battery		85.75			2500 151 430240	232	101000
36556	87085S	3688 MURDOCH'S RANCH & HOME SUPPLY		179.99					
1	K00043	08/02/18 Vac Kit		179.99			2500 151 430240	233	101000
36557	87094S	3353 STORY DISTRIBUTING		782.64					
1	81615	08/14/18 Diesel 291g		768.24*			1000 123 411700	236	101000
2	81615	08/14/18 Additive 18 oz		14.40*			1000 123 411700	236	101000
36558	87094S	3353 STORY DISTRIBUTING		1,284.35					
1	81535	08/07/18 Diesel 475g		1,258.75*			1000 123 411700	236	101000
2	81535	08/07/18 Additive 32 oz		25.60*			1000 123 411700	236	101000
36559	87062S	23 CARQUEST AUTO PARTS		45.03					
1	1912419586	08/20/18 Onyx		34.54			2500 151 430240	232	101000
2	1912419572	08/20/18 Headlight		10.49			2500 151 430240	232	101000
36560	87076S	2830 LEHRKIND'S COCA-COLA		33.00					
1	1559248	08/15/18 Water		33.00			2500 151 430240	231	101000
36561	87062S	23 CARQUEST AUTO PARTS		183.68					
1	1912419839	08/22/18 Supplies		152.02			5410 504 430830	231	101000
2	1912419688	08/21/18 Supplies		31.66			2500 151 430240	232	101000
36562	87067S	2919 FOUR CORNERS RECYCLING, LLC		1,758.40					
1	1431	08/01/18 Plastic		337.40			5410 504 430840	388	101000
2	1431	08/01/18 Decommission Fees		300.00			5410 504 430840	388	101000
4	1431	08/01/18 Pull Fees		2,975.00			5410 504 430840	388	101000
5	1431CM	08/01/18 Credit		-1,854.00			5410 504 430840	388	101000

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36563	87091S	2889	SETCO	1,029.49					
1	209347	08/01/18	Parts	1,029.49			5410 504 430830	232	101000
36564	87094S	3353	STORY DISTRIBUTING	1,155.55					
1	81698	08/21/18	Diesel 425g	1,134.75*			1000 123 411700	236	101000
2	81698	08/21/18	Additive 26 oz	20.80*			1000 123 411700	236	101000
36565	87053S	781	2M COMPANY, INC.	133.90					
1	8084205000	08/15/18	Splash Park	133.90*			1000 155 460445	231	101000
36566	87053S	781	2M COMPANY, INC.	2,504.00					
1	8083767000	08/14/18	Irrigation Pump	2,504.00			1000 155 460430	401	101000
36567	87055S	2	A-1 MUFFLER, INC.	102.00					
1	64713	08/20/18	49-9973A Headlights	102.00			5310 503 430625	362	101000
36568	87064S	3491	COFFMAN'S PEAK ELECTRIC, LLC	150.00					
1	1334	08/22/18	Irrigation Pump	75.00			1000 155 460430	401	101000
2	1333	08/22/18	Splash Park	75.00			1000 155 460445	361	101000
36569	87072S	15	JOHN DEERE FINANCIAL	141.40					
1	551489	06/29/18	Hanger	141.40			1000 155 460430	361	101000
36570	87070S	470	HAWKINS, INC	693.00					
1	4339034	08/08/18	Chlorine	693.00			5210 502 430515	355	101000
36571	87071S	102	INDUSTRIAL TOWEL	61.53					
3	64207	08/24/18	Slate WRF	18.10			5310 503 430610	224	101000
4	64207	08/24/18	Mat Cleaning	8.69			5310 503 430610	224	101000
5	64207	08/24/18	Mat Cleaning	8.69			5210 502 430510	224	101000
6	64207	08/24/18	Mat Cleaning	8.69			5410 504 430820	224	101000
7	64207	08/24/18	Mat Cleaning	8.68			2500 151 430220	224	101000
8	64207	08/24/18	Mat Cleaning	8.68			1000 106 411030	200	101000
36572	87077S	26	LIVINGSTON ACE HARDWARE -	427.86					
1	D41833	08/23/18	Timmer Line	36.99			5310 503 430625	231	101000
2	D33653	08/08/18	Fastners	17.38			5210 502 430515	231	101000
3	D34098	08/09/18	Fastners	6.47			5210 502 430515	231	101000
4	D33201	08/07/18	Elbow	3.59			5210 502 430515	231	101000
5	D38632	08/17/18	Sac. Pump Parts	7.55			1000 155 460430	401	101000
6	D37634	08/15/18	Sac. Park Irrigation	122.44			1000 155 460430	401	101000
7	D37290	08/14/18	Sac. Park Irrigation	65.94			1000 155 460430	401	101000
8	D40237	08/20/18	Stain	147.54			1000 155 460430	231	101000
9	D42002	08/23/18	Trail Sign	19.96			1000 155 460430	231	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36573	87081S	3040 MIDWAY RENTAL, INC.		117.00					
1	5-937019	08/13/18 Belt Ribbed 1050		117.00			5210 502 430515	231	101000
36574	87085S	3688 MURDOCH'S RANCH & HOME SUPPLY		39.98					
1	176591	08/22/18 Supplies		39.98			5310 503 430625	231	101000
36575	87085S	3688 MURDOCH'S RANCH & HOME SUPPLY		119.72					
1	K00060	08/09/18 Supplies		119.72			5210 502 430515	231	101000
36576	87090S	2437 O'REILLY AUTOMOTIVE, INC		51.64					
1	1558140191	08/22/18 Brush		22.99			5310 503 430625	232	101000
2	1558139640	08/17/18 Lift Support		28.65*			1000 155 430950	362	101000
36577	87093S	1814 SPECIAL LUBE		67.00					
1	57075	08/23/18 49-3785B		67.00			5210 502 430515	232	101000
36578	87088S	151 NORTHWESTERN ENERGY		7,356.84					
1	0709873	08/14/18 800 W Cambridge		40.87			5310 503 430625	344	101000
2	0719058	08/08/18 3 Rogers Lane		63.11			5310 503 430625	344	101000
3	0709914	08/08/18 1011 River Dr.		10.89			5310 503 430625	344	101000
4	1452951	08/09/18 Monroe Lift Station		199.40			5310 503 430625	344	101000
5	1594141	08/08/18 9th & 10th Lift Station		25.04			5310 503 430625	344	101000
6	3258086	08/14/18 2800 East park		83.55			5310 503 430625	344	101000
7	3258262	08/07/18 320 Alpenglowl		99.36			5310 503 430625	344	101000
8	0709892	08/14/18 40 Water Tower Ave.		49.08			5210 502 430515	341	101000
9	0709876	08/09/18 132 South B		2,025.84			5210 502 430515	341	101000
10	0709886	08/14/18 200 E Reservoir		21.51			5210 502 430515	341	101000
11	0709894	08/07/18 56 Water Tower		288.00			5210 502 430515	341	101000
12	1441030	08/09/18 D & Geyser Well House		2,095.62			5210 502 430515	341	101000
13	0709874	08/08/18 Werner Addition Pump		1,207.16			5210 502 430515	341	101000
14	0709875	08/09/18 900 River Dr.		1,147.41			5210 502 430515	341	101000
36579	87088S	151 NORTHWESTERN ENERGY		1,317.93					
1	0709891-6	08/14/18 15 Fleshman Creek		23.74			1000 155 430950	341	101000
2	0709870-0	08/14/18 422 South G		66.62			1000 155 430950	341	101000
3	0709878-3	08/09/18 227 River Drive -Concession		82.75			1000 155 430950	341	101000
4	0709884-1	08/10/18 616 River Dr. PMP		17.05			1000 155 430950	341	101000
5	0709879-1	08/09/18 227 River Dr. - Softball		527.68			1000 155 430950	341	101000
6	1906055-7	08/14/18 815 N 13th - Soccer Fields		2.26			1000 155 430950	341	101000
7	0720176-7	08/14/18 Weimer Park		119.70			1000 155 430950	341	101000
8	1155965-5	08/14/18 229 River Drive		5.13			1000 155 430950	341	101000
9	2138754-3	08/14/18 G Street - Mike Webb Park		466.67			1000 155 430950	341	101000
10	3210240-2	08/14/18 616 River Dr.		6.33			1000 155 430950	341	101000

08/29/18  
12:01:22

CITY OF LIVINGSTON  
Claim Details  
For the Accounting Period: 8/18

Page: 14  
Report ID: AP100

For doc #s from 36453 to 36582, Operating Cash  
\* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
36580	87088S 151 NORTHWESTERN ENERGY	7,022.76							
1	0709793-4 08/14/18 406 Bennett 50%	136.98			2500 151 430220	341		101000	
2	0709793-4 08/14/18 406 Bennett 50%	136.98			5410 504 430820	341		101000	
3	2171060-3 08/14/18 Scale House 408 Bennett	34.43			5410 504 430820	341		101000	
4	1728687-3 08/07/18 Transfer Station 408 Bennet	472.14			5410 504 430820	341		101000	
5	3267010-1 08/07/18 Compactor 330 Bennett	100.80			5410 504 430820	341		101000	
6	0709794-2 08/07/18 WWTP 316 Bennett	5,635.16			5310 503 430640	341		101000	
7	0720048-8 08/07/18 330 Bennett 1/4	116.11			5210 502 430520	341		101000	
8	0720048-8 08/07/18 330 Bennett 1/4	116.12			5310 503 430620	341		101000	
9	0720048-8 08/07/18 330 Bennett 1/4	116.12			5410 504 430820	341		101000	
10	0720048-8 08/07/18 330 Bennett 1/4	116.12			1000 106 411030	341		101000	
11	3015965-1 08/14/18 Fire Training Center	41.80			1000 141 420400	341		101000	
36581	87088S 151 NORTHWESTERN ENERGY	1,301.84							
1	0709871 08/14/18 Star Additon - Lights	298.12			2400 420100	340		101000	
2	3287727 08/14/18 320 Alpenglw Ln	40.99			2400 420100	340		101000	
3	3386783 08/14/18 G & H on Clark	41.97			2400 420100	340		101000	
4	3386845 08/14/18 I & K on Callender	39.88			2400 420100	340		101000	
5	3386846 08/14/18 7th & 8th on Summit	24.12			2400 420100	340		101000	
6	1498936 08/14/18 I90 & 89S Street Lighting	5.97			2400 420100	340		101000	
7	0709796 08/14/18 97 View Vista Dr.	6.69			2400 420100	340		101000	
8	1893530 08/14/18 600 W Park	58.01			2400 420100	340		101000	
9	1493850 08/14/18 412 W Callender	58.10			2400 420100	340		101000	
10	3141997 08/14/18 C & D on Lewis	20.31			2400 420100	340		101000	
11	2023484 08/14/18 1100 W Geysers St. School	5.85			2400 420100	340		101000	
12	2023479 08/14/18 900 W Geysers St. School	5.85			2400 420100	340		101000	
13	2114861 08/14/18 132 South B	117.53			2400 420100	340		101000	
14	1893536 08/14/18 E st. & Alley	37.87			2400 420100	340		101000	
15	1893541 08/14/18 18 W Park	84.02			2400 420100	340		101000	
16	1747572 08/14/18 F & G on Callender	23.02			2400 420100	340		101000	
17	1747570 08/14/18 D & E on Callender	44.59			2400 420100	340		101000	
18	1613803 08/14/18 M & N on Callender	59.22			2400 420100	340		101000	
19	1290352 08/14/18 School Flasher Park & 13th	8.21			2400 420100	340		101000	
20	1134879 08/14/18 N 7th & Montana & Chinook	30.22			2400 420100	340		101000	
21	1134866 08/14/18 N 2nd & Montana & Chinook	50.16			2400 420100	340		101000	
22	0709869 08/14/18 Carol Lane	118.90			2400 420100	340		101000	
23	3093027 08/14/18 105 West Park	38.51			2400 420100	340		101000	
24	3093023 08/14/18 320 North Main	28.46			2400 420100	340		101000	
25	3093003 08/14/18 114 West Summit	24.56			2400 420100	340		101000	
26	3184602 08/14/18 202 South 2nd	20.86			2400 420100	340		101000	
27	3566038 08/16/18 114 East Callender	5.34			2400 420100	340		101000	
28	3566039 08/16/18 115 East Lewis	4.51			2400 420100	340		101000	

08/29/18  
12:01:22

CITY OF LIVINGSTON  
Claim Details  
For the Accounting Period: 8/18

For doc #s from 36453 to 36582, Operating Cash  
\* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
36582	87088S 151 NORTHWESTERN ENERGY	14,540.88							
1	0709877-5 08/07/18 200 E Reservoir	1,262.96			5210 502 430515	341	101000		
2	0719271-9 08/08/18 601 Robin Lane - Well	2,546.53			5210 502 430515	341	101000		
3	0719272-7 08/08/18 4 Billman Lane - Well	2,711.12			5210 502 430515	341	101000		
4	0709882-5 08/14/18 229 River Dr. Pump Civic Ce	72.23			5210 502 430515	341	101000		
5	0708370-2 08/14/18 8th and Park sprinklers	6.46			1000 155 430950	341	101000		
6	0719373-3 08/14/18 229 River Dr.	15.11			1000 155 430950	341	101000		
7	0720113-0 08/09/18 229 River Dr. CC building	51.69			1000 155 430950	341	101000		
8	0709880-9 08/09/18 200 River Dr. Pool	3,667.97			1000 155 460445	341	101000		
9	0709881-7 08/09/18 229 River Dr. Civic Center	523.86*			1000 155 460442	341	101000		
10	0719358-4 08/15/18 Street lights	3,583.51			2400 420100	340	101000		
11	0720122-1 08/14/18 400 North M	12.61			2400 420100	340	101000		
12	0802599-1 08/14/18 608 W. Chinook	45.82			2400 420100	340	101000		
13	0933715-5 08/14/18 710 W. Callender	41.01			2400 420100	340	101000		
	# of Claims 129	Total: 925,329.68							



**Backup material for agenda item:**

- A. RESOLUTION NO. 4816 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,105,837 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,417,780.**

**RESOLUTION NO. 4816**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,105,837 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,417,780.**

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**WHEREAS**, by Resolution No. 4813 the City of Livingston adopted its budget for Fiscal Year 2017-2018 (FY 17-18); and

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

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

**WHEREAS**, the budget for FY 17-18 requires a budget amendment by making appropriation adjustments in the amount of \$1,105,837 and revenue adjustments in the amount of \$1,417,780 as specified herein.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Livingston, Montana, that the budget for Fiscal year 2017-2018 is amended as follows:

**Resolution No. 4816**

**Amending the budget for Fiscal Year 2017-2018 by making appropriation adjustments in the amount of \$1,105,837 and revenue adjustments in the amount of \$1,417,780.**

**Page 1**

**Revenue Estimate Adjustments**

<b>Fund</b>	<b>Description/Purpose</b>	<b>Account</b>	<b>Amount</b>
<b>Comprehensive Liability</b>	Real property taxes	2190.311010	12,400
<b>Soccer Fields</b>		2211.365050	2,500
<b>Permissive Medical Levy</b>			
Real Property Taxes		2372.311010	17,138
Personal Property Taxes		2372.311022	1,232
<b>Sidewalks</b>	Sidewalk Assessments	2600.363030	2,130
<b>Park Improvement SRF</b>	Skate park donations	2700.365002	314,780
<b>Ambulance Services</b>	Ambulance services	5510.343000	1,080,000
<b>TOTAL</b>			<b>\$ 1,417,780</b>

**Appropriation Adjustments**

<b>Fund</b>	<b>Description/Purpose</b>	<b>Account</b>	<b>Amount</b>	<b>Fund Reserves</b>	<b>Unanticipated Revenues</b>	<b>Unbudgeted Revenues</b>
<b>Comprehensive Liability</b>	Insurance premiums	2190.160.510330.510-512	45,000	X		X
<b>Soccer Fields</b>	Field House	2211.000.411810.940	1,500		X	
<b>PERS</b>	Pension payments	2370.160.510500.145	1,650	X		
<b>Permissive Medical Levy</b>	Health Insurance	2372.160.510331.143	18,500			X
<b>Sidewalks</b>	Downtown sidewalk replacement	2600.000.430240.914	40,000	X		X
<b>Park Improvement SRF</b>	Skate Park	2700.000.460430.915	308,000		X	
<b>SID 178</b>	Transfer to close fund	3950.170.521000.805	56	X		
<b>Railroad Crossing Levy</b>	Interest on debt service	4099.000.490500.620	1,226	X		
<b>Ambulance</b>	Overtime and transfer incentive	5510.142.420730.112-120	130,905		X	
	Bad debt expense	5510.142.420730.811	604,000		X	
<b>TOTAL</b>			<b>\$ 1,105,837</b>			

**Resolution No. 4816**

**Amending the budget for Fiscal Year 2017-2018 by making appropriation adjustments in the amount of \$1,105,837 and revenue adjustments in the amount of \$1,417,780.**

Dated this 4<sup>th</sup> day of September, 2018.

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**DOREL HOGLUND - Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

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**LISA HARRELD**  
Recording Secretary

---

**JAY PORTEEN**  
City Attorney

**Resolution No. 4816**

**Amending the budget for Fiscal Year 2017-2018 by making appropriation adjustments in the amount of \$1,105,837 and revenue adjustments in the amount of \$1,417,780.**

**Page 3**

[ Exhibit A to Resolution No. 4813 ]

NOTICE

A public hearing will be held by the City Commission of Livingston, Montana, on September 4<sup>th</sup>, 2018, at 6:00 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on **Resolution No. 4813** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2017-2018, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,105,837 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$1,417,780 AND CALLING FOR A PUBLIC HEARING** by making amendments as follows:

Revenue Estimate Adjustments

Fund Department	Description/Purpose	Account	Amount
<b>Comprehensive Liability</b>	Real property taxes	2190.311010	12,400
<b>Soccer Fields</b>		2211.365050	2,500
<b>Permissive Medical Levy</b>			
Real Property Taxes		2372.311010	17,138
Personal Property Taxes		2372.311022	1,232
<b>Sidewalks</b>	Sidewalk Assessments	2600.363030	2,130
<b>Park Improvement SRF</b>	Skate park donations	2700.365002	314,780
<b>Ambulance Services</b>	Ambulance services	5510.343000	1,080,000
<b>TOTAL</b>			<b>\$ 1,417,780</b>

Appropriation Adjustments

Fund	Description/Purpose	Account	Amount	Fund Reserves	Unanticipated Revenues	Unbudgeted Revenues
<b>Comprehensive Liability</b>	Insurance premiums	2190.160.510330.510-512	45,000	X		X
<b>Soccer Fields</b>	Field House	2211.000.411810.940	1,500		X	
<b>PERS</b>	Pension payments	2370.160.510500.145	1,650	X		
<b>Permissive Medical Levy</b>	Health Insurance	2372.160.510331.143	18,500			X
<b>Sidewalks</b>	Downtown sidewalk replacement	2600.000.430240.914	40,000	X		X
<b>Park Improvement SRF</b>	Skate Park	2700.000.460430.915	308,000		X	
<b>SID 178</b>	Transfer to close fund	3950.170.521000.805	56	X		
<b>Railroad Crossing Levy</b>	Interest on debt service	4099.000.490500.620	1,226	X		
<b>Ambulance</b>	Overtime and transfer incentive	5510.142.420730.112-120	130,905		X	
	Bad debt expense	5510.142.420730.811	604,000		X	
<b>TOTAL</b>			<b>\$ 1,105,837</b>			

All interested persons are invited to attend and give their comments. For additional information contact Paige Fetterhoff, Finance Officer, 110 South B Street, Livingston, MT 59047, or by phone at 823-6003. (Publish twice at least 6 days apart and the notice needs also to be posted and copies made available to the public.)

**Resolution No. 4816**

**Amending the budget for Fiscal Year 2017-2018 by making appropriation adjustments in the amount of \$1,105,837 and revenue adjustments in the amount of \$1,417,780.**

**Backup material for agenda item:**

**B. RESOLUTION NO. 4817 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2018-2019.**

**RESOLUTION NO. 4817**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, FIXING THE TAX LEVY FOR FISCAL YEAR 2018-2019.**

\_\_\_\_\_

**WHEREAS**, pursuant to 7-6-4001 et seq. Montana Code Annotated (MCA), and by Resolution No. 4811 the City Commission approved the Final Budget for the City of Livingston for Fiscal Year 2018-2019; and

**WHEREAS**, after determining the Final Budget, the City Commission is required to determine the property tax levy needed for each fund by:

- a) adding the total amount of the appropriations and authorized expenditures for the budget year;
- b) adding an additional amount as a reserve to meet expenditures made from the fund during the months of July to November of the next fiscal year;
- c) subtracting the working capital; and
- d) subtracting the total estimated revenue, other than the property tax levy, for the budget year; and

**WHEREAS**, pursuant to 7-6-4036, MCA, the City of Livingston is required to fix the tax levy by the later of the first Thursday after the first Tuesday in September or within 30 days after receipt of the certified taxable values, at levels that will balance the budget as provided for in 7-6-4034 MCA and in the manner provided by 15-10-201, MCA, i.e. shall make and fix every such levy in mills and tenths and hundredths of mills; and

**WHEREAS**, the value of the mill for Fiscal Year 2018-2019 is \$12,385.51; and

**WHEREAS**, pursuant to Resolution # 4814, following legal notice, the City Commission, pursuant to 7-6-4001 et seq. MCA, conducted a public hearing on the proposed tax levy for Fiscal Year 2018-2019 on September 4, 2018, at 6:30 p.m.

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

**Section One.** That it is the intent of the City Commission of the City of Livingston, Montana to fix, levy and assess the general all-purpose mill levy and authorized additional mill levies against all taxable property, both real and personal in the City of Livingston, Montana, for the Fiscal Year beginning July 1, 2018, and ending on June 30, 2019, as follows:

<b>Fund</b>	<b>Title</b>	<b>Mill</b>
<b>Mill levies subject to limit (15-10-420, MCA):</b>		
1000	General	141.12
2190	Comprehensive Insurance	14.50
2370	PERS	5.50
2373	Police Pension	9.25
2374	Fire Pension	6.00
2220	Library	7.00
2371	Aggregate Health Insurance	5.00
<b>Total mills subject to limit:</b>		<b>188.37</b>
<b>Mill levies not subject to mill levy limit (2-18-703(3), MCA):</b>		
2372	Permissive Health Insurance	30.84
<b>Total mills not subject to limit:</b>		<b>30.84</b>
<b>Voter approved mill levies:</b>		
3003	2000 Fire Truck GOB	3.00
3005	2016 Fire Truck GOB	6.50
5510	Ambulance	2.00
<b>Total voter approved mills:</b>		<b>11.50</b>
<b>Total mills:</b>		<b>230.71</b>

**Section Two.** That the effective date of this Resolution will be July 1, 2018.

**Section Three.** That the taxes fixed, levied and assessed will be collected by the County of Park, Montana, and the Finance Officer of the City of Livingston shall cause to be certified to the County Treasurer and the County Clerk and Recorder of Park County, Montana, a copy of this Resolution immediately after passage.

**Section Four.** That the Finance Officer will within a reasonable time forward a complete copy of the final budget together with tax levies to the Department of Commerce.

**Section Five.** That the City Manager hereby authorize the City Manager, pursuant to 7-6-4031 MCA, to transfer appropriations between items within the same fund.

**Section Six.** That, pursuant to 7-6-4006 MCA, appropriations may be adjusted pursuant to procedures authorized by the City Commission for:

- a) debt service funds for obligations related to debt approved by the governing body;
- b) trust funds for obligations authorized by trust covenants;
- c) any fund for federal, state, local or private grants and shared revenue accepted and approved by the City Commission;
- d) any fund for special assessments approved by the City Commission;
- e) the proceeds from the sale of land;

**Resolution No. 4817**

**Resolution Levying and Assessing the tax levy for FY 2018-2019**

**Page 2**



- f) any fund for gifts or donations; and
- g) money borrowed during the fiscal year.

**Section Seven:** That, pursuant to 7-6-4012 MCA, the City Commission hereby authorizes adjustments to appropriations funded by fees throughout the budget period which are based upon the cost of providing a service and are fully funded by the related fees for services, fund reserves or non-fee revenue such as interest for:

- a) proprietary fund appropriations; or
- b) other appropriations specifically identified in the final budget resolution as fee-based appropriations.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this 4<sup>th</sup> day of September, 2018.

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**DOREL HOGLUND – Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

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**LISA HARRELD**  
Recording Secretary

---

**JAY PORTEEN**  
City Attorney

**Backup material for agenda item:**

- C. RESOLUTION NO 4818 - RESOLUTION RELATING TO \$4,840,000 SEWER IMPROVEMENT REVENUE BOND (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2018D; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF**

**CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE**

I, the undersigned, being the duly qualified and acting recording officer of the City of Livingston, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO \$4,840,000 SEWER IMPROVEMENT REVENUE BOND (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2018D; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on September 4, 2018 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

voted against the same:

abstained from voting thereon:

or were absent:

WITNESS my hand and seal officially this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

City Clerk

(SEAL)

SUPPLEMENTAL RESOLUTION

Relating to

\$4,840,000

SEWER IMPROVEMENT REVENUE BOND  
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),  
SERIES 2018D

CITY OF LIVINGSTON, MONTANA

Adopted: September 4, 2018

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(For convenience only, not a part of this Supplemental Resolution)

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**RESOLUTION NO. 4818**

**RESOLUTION RELATING TO \$4,840,000 SEWER IMPROVEMENT REVENUE BOND (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2018D; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF**

**RECITALS:**

WHEREAS, pursuant to the Montana Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended (the “State Act”), the State of Montana (the “State”) has established a revolving loan program (the “Program”) to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the “DNRC”), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the “DEQ”), and has provided that a water pollution control state revolving fund (the “Revolving Fund”) be created within the State treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state water pollution control revolving fund under the Federal Water Pollution Control Act (the “Clean Water Act”), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Clean Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the City of Livingston, Montana (the “Borrower”), has applied to the DNRC for the 2018D Loan (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for a portion of the costs of the 2017 Project (as hereinafter defined) which will carry out the purposes of the Clean Water Act and to pay costs of issuance of the Series 2018D Bond (as hereinafter defined); and

WHEREAS, the DNRC offered to make a loan in the total principal amount of \$4,840,000 available to the Borrower; and

WHEREAS, the Borrower contemplates at this time issuing one series of bonds, the Series 2018D Bond in the maximum principal amount of \$4,840,000 (the “Series 2018D Bond”); and

WHEREAS, the Borrower is authorized under applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2018D Bond to evidence the 2018D Loan (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the Borrower has previously issued its: (i) Sewer Improvement Revenue Bond (USDA-RD Loan Program), Series 2018A (the “Series 2018A Bond”) in the aggregate principal amount not to exceed \$5,000,000 in order to current refund the Borrower’s outstanding \$5,000,000 Sewer Improvement Revenue Bond Anticipation Note (DNRC Water Pollution Control State Revolving Loan Program), Series 2017 (the “Series 2017 Note”) which was issued by the Borrower to fund a portion of the cost of the construction of the 2017 Project; (ii) Sewer Improvement Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Subordinate Lien Taxable Series 2018B (the “Series 2018B Bond”), in the aggregate principal amount of \$400,000, which upon satisfaction of certain conditions by the Borrower, will be forgiven; and (iii) Sewer Improvement Revenue Bond (DNRC Water Pollution

Control State Revolving Loan Program), Series 2018C (the “Series 2018C Bond”), in the aggregate principal amount not to exceed \$6,500,000. The Series 2018A Bond, the Series 2018B Bond, and the Series 2018C Bond were each issued by the Borrower to fund a portion of the cost of the construction of the 2017 Project; and

WHEREAS, the DNRC will fund the 2018D Loan with proceeds of Recycled Money (as hereinafter defined).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE BORROWER, AS FOLLOWS:

## **ARTICLE I**

### **DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES**

Section 1.1. Definitions. In this Supplemental Resolution, unless a different meaning clearly appears from the context, the following terms shall have the following meanings:

“Accountant” or “Accountants” means an independent certified public accountant or a firm of independent certified public accountants satisfactory to the DNRC.

“Act” means (i) with respect to the Borrower, the Enabling Act, and (ii) with respect to the DNRC, the State Act, as amended from time to time.

“Additional Bonds” means any Bonds in addition to the Outstanding Bonds issued pursuant to Article XV of the Original Resolution.

“Administrative Expense Surcharge” means in respect of the 2018D Loan, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2018D Loan from the date of each advance thereof, payable by the Borrower on a Payment Date.

“Authorized DNRC Officer” means the Director or Deputy Director of the DNRC, and, when used with reference to an act or document, also means any other individual authorized by resolution of the DNRC to perform such act or sign such document. If authorized by the DNRC, an Authorized DNRC Officer may delegate all or a portion of his authority as an Authorized DNRC Officer to another individual, and such individual shall be deemed an Authorized DNRC Officer for purposes of exercising such authority.

“Bond Counsel” means any Counsel nationally recognized as experienced in matters relating to the issuance by states or political subdivisions of tax-exempt obligations selected by the Borrower and acceptable to the DNRC.

“Bonds” means the Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, the Series 2018B Bond, the Series 2018C Bond, the Series 2018D Bond, and any Additional Bonds to be issued on a parity therewith pursuant to the Original Resolution.

“Borrower” or “City” means the City of Livingston, Montana, or any permitted successor or assign.

“Business Day” means any day which is not a Saturday or Sunday, a legal holiday in the State or a day on which banks in the State are authorized or required by law to close.



“Clean Water Act” means the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387, as amended and all regulations, rules and interpretations issued by the EPA thereunder, as may be amended.

“Closing” means the date of delivery of the Series 2018D Bond to the DNRC.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2018D Bond. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Commission” means the City Commission of the Borrower.

“Committed Amount” means the aggregate amount of the 2018D Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1, as such amount may be reduced pursuant to Sections 3.2 and 3.4.

“Construction Account” means the account created in the Sewer System Fund pursuant to Section 11.2 of the Original Resolution.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or the 2017 Project, selected by the Borrower and satisfactory to the DNRC.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the DNRC.

“Debt” means, without duplication, in respect of the System, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

“Debt Service Account” means the account created in the Fund pursuant to Section 11.4 of the Original Resolution.

“DEQ” means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the Act or the EPA Agreements.

“DNRC” means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the State Act.

“Enabling Act” means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, and Section 7-7-109, as amended from time to time, which authorizes the Borrower to own and operate the System, to undertake the 2017 Project and to issue the Series 2018D Bond to finance costs of the 2017 Project.

“EPA” means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Clean Water Act.

“EPA Agreements” means all capitalization grant agreements and other written agreements between the DEQ, the DNRC and the EPA concerning the Program.

“Fund” means the Sewer System Fund established pursuant to Section 11.1 of the Original Resolution.

“Government Obligations” means direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed as to payment by, the United States of America.

“Governmental Unit” means governmental unit as such term is used in Section 145(a) of the Code.

“Indenture” means the Indenture of Trust, dated as of May 1, 1998, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the Series 2018D Bond are to be or have been issued.

“Loan Loss Reserve Surcharge” means, in respect of the 2018D Loan, in any event, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2018D Loan from the date of each advance thereof, payable by the Borrower on a Payment Date.

“Loan Term” means that period of time commencing and ending as set in Sections 4.2 and 4.3.

“Net Revenues” means the same as defined in the Original Resolution.

“Operating Account” means the account created in the Sewer System Fund pursuant to Section 11.3 of the Original Resolution.

“Opinion of Bond Counsel” means a written opinion of Bond Counsel.

“Original Resolution” means Resolution No. 3590, adopted by this Commission on December 6, 2004, as amended and supplemented by Resolution Nos 3754, 4078, 4085, 4104, 4289, 4711, 4759, 4774, 4775, and 4818, adopted by this Commission on June 19, 2006, October 19, 2009, November 16, 2009, April 5, 2010, April 17, 2012, December 6, 2016, October 3, 2017, January 16, 2018, January 16, 2018, and September 4, 2018, respectively.

“Parity Bonds” means the Borrower’s outstanding Bonds; provided, however, that the Series 2018B Bond is junior and subordinate to the Borrower’s other outstanding Bonds.

“Payment Date” means, with respect the 2018D Loan, each January 1 and July 1 during the term of the Series 2018D Bond on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution.

“Person” means any Private Person or Public Entity.

“Private Person” means an individual, corporation, partnership, association, joint venture, joint stock company or unincorporated organization, except a Public Entity.

“Program” means the Water Pollution Control State Revolving Fund Program established by the Act.

“Project” means an improvement, betterment, reconstruction or extension of the System, including the 2017 Project.

“Public Entity” means a municipality, city, town, county, irrigation district, county water and sewer district, a soil conservation district, political or administrative subdivision of State government or other public body established by State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

“Recycled Money” means payments and prepayments of principal of loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

“Registrar” means, with respect to the Series 2018D Bond, the Clerk of the Commission or any successor appointed pursuant to this Supplemental Resolution, and, with respect to any other series of Bonds, the Person or Persons designated by or pursuant to this Supplemental Resolution or a Supplemental Resolution to receive and disburse the principal of, premium, if any, and interest on the Bonds on behalf of the Borrower and to hold and maintain the Bond Register.

“Regulations” means the Treasury Department, Income Tax Regulations, as amended or any successor regulation thereto, promulgated under the Code or otherwise applicable to the Series 2018D Bond.

“Repair and Replacement Account” means the Account created in the Fund pursuant to Section 11.6 of the Original Resolution.

“Reserve Account” means the account created in the Fund pursuant to Section 11.5 of the Original Resolution.

“Reserve Requirement” means, as of the date of calculation, (a) an amount equal to the lesser of (i) the maximum amount of principal and interest payable on each such issue of Parity Bonds, (ii) ten percent (10%) of the original principal amount of such issue of Parity Bonds, or (iii) 125% of average annual debt service payable on such issue of Parity Bonds; or (b) such other amount as set forth in a Supplemental Resolution, provided such amount may not be less than the amount set forth in part (a).

“Revolving Fund” shall have the meaning set forth in the recitals hereof.

“Series 2009B Bonds” means the Borrower’s \$359,300 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B.

“Series 2012 Bonds” means the Borrower’s \$1,825,000 Sewer System Revenue Refunding Bonds, Series 2012.

“Series 2018A Bond” means the Borrower’s \$5,000,000 Sewer Improvement Revenue Bond (USDA-RD Loan Program), Series 2018A issued to the United States Department of Agriculture – Rural Development.

“Series 2018B Bond” means the Borrower’s \$400,000 Sewer Improvement Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Subordinate Lien Taxable Series 2018B, issued to the DNRC to evidence the 2018B Loan.

“Series 2018C Bond” means the Borrower’s \$6,500,000 Sewer Improvement Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2018C, issued to the DNRC to evidence the 2018C Loan.

“Series 2018D Bond” means the Borrower’s \$4,840,000 Sewer Improvement Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2018D, issued to the DNRC to evidence the 2018D Loan.

“Sewer Intercap Loan” means the loan through the Montana Board of Investments Intercap Program which is on a parity with any Outstanding Parity Bonds.

“State” means the State of Montana.

“State Act” means Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended from time to time.

“State Bonds” means the State’s General Obligation Bonds (Water Pollution Control State Revolving Fund Program), issued or to be issued pursuant to the Indenture.

“Subordinate Obligations” means the Series 2018B Bond and any other subordinate obligations issued under the Original Resolution.

“Supplemental Resolution” means this Supplemental Resolution of the Borrower, adopted on September 4, 2018, as it may from time to time be amended or supplemented in accordance with its terms.

“Surplus Account” means the account created in the Fund pursuant to Section 11.7 of the Original Resolution.

“Surplus Net Revenues” means that portion of the Net Revenues in excess of the current requirements of the Operating Account, the Debt Service Account and the Reserve Account.

“System” means the existing sewer system of the Borrower and all extensions, improvements and betterments thereof hereafter constructed and acquired, including the 2017 Project.

“Trustee” means U.S. Bank National Association, in Seattle, Washington or any successor trustee under the Indenture.

“2017 Project” means the designing, engineering and construction of the facilities, improvements and activities the cost of which is being financed by or reimbursed to the Borrower in part with proceeds of the 2018D Loan, described in Appendix A hereto.

“2018D Committed Amount” means the Committed Amount with respect to the Series 2018D Bond.

“2018D First Advance” means the first advance of funds of the 2018D Loan by the DNRC to the Borrower in an amount of at least \$50,001.

“2018D Loan” or “Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2018D Committed Amount to provide funds to pay costs of the 2017 Project payable under the Program and to pay costs of issuance of the Series 2018D Bond.

“Undisbursed Committed Amount” means any undisbursed Committed Amount which is not required to pay costs of the 2017 Project as provided in Section 3.4.

Section 1.2. Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

- (a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.
- (b) Terms in the singular include the plural and vice versa.
- (c) All references to time shall refer to Livingston, Montana time, unless otherwise provided herein.
- (d) All references to mail shall refer to first-class mail postage prepaid.
- (e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (f) “Or” is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3. Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

- Appendix A: a description of and estimated budget for the 2017 Project;
- Appendix B: the form of the Series 2018D Bond;
- Appendix C: additional agreements and representations of the Borrower; and

**ARTICLE II**

**AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS**

Section 2.1. Authorization and Findings.

(a) Authorization. Under the provisions of the Enabling Act, the Borrower is authorized to issue and sell its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of the System or to refund its revenue bonds issued for such purpose; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by the undertaking, and are not to create any general obligation for the payment of which taxes may be levied except to pay for services provided by the undertaking to the City.

(b) The System. The Borrower, pursuant to the Enabling Act and other laws of the State, has established and presently owns and operates the System.

(c) The 2017 Project. After investigation of the facts and as authorized by the Enabling Act, this Commission has determined it to be necessary and desirable and in the best interests of the Borrower to acquire and construct the 2017 Project.

(d) Outstanding Bonds. Pursuant to the Enabling Act and the Resolution, the Borrower has previously issued, and has outstanding, the Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, the Series 2018B Bond, and the Series 2018C Bond. The Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, and the Series 2018C Bond are payable from Net Revenues of the System. The Series 2018B Bond is subordinate to the outstanding Bonds and, if certain conditions are met by the Borrower, will be forgiven; however, if those certain conditions are not met, the Series 2018B Bond will be payable from Surplus Net Revenues of the System. No other bonds or indebtedness are outstanding that are payable from or secured by revenues of the System.

(e) Additional Parity Bonds. The Borrower reserved the right under Article XV of the Original Resolution to issue Additional Bonds payable from the Debt Service Account of the Fund on a parity as to both principal and interest with the outstanding Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, and the Series 2018C Bond, if the conditions of Section 15.3 of Resolution No. 4078, adopted on October 16, 2009, are satisfied. In no event shall any additional Bonds be issued and made payable from the Debt Service Account if the Borrower is then in default in any payment of principal or interest on any outstanding Bonds payable therefrom, or if there then exists any deficiency in the balances required by the Original Resolution to be maintained in any of the accounts of the Fund, which will not be cured or restored upon the issuance of the additional Bonds. Based on a certificate executed or to be executed by the Chairman and the Finance Director, or either of them, it is hereby determined that the Borrower is authorized to issue \$4,840,000 in aggregate principal amount of additional Bonds pursuant to Section 15.3 of the Original Resolution payable from and secured by the Net Revenues on a parity with the outstanding Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, and the Series 2018C Bond.

Pursuant to Resolution Nos. 4774 and 4775, from and after such time as the Series 2012 Bonds are no longer outstanding, the provisions of such resolutions amended Resolution Nos. 3754 and 4078 and all subsequent Resolutions (including this Supplemental Resolution) such that the provisions of Section 2.1(e) of such resolutions and this Section 2.1(e) apply to the issuance of Additional Bonds going forward for the Borrower and the required debt service coverage ratio is reduced from 125% to 110% of the maximum amount of principal and interest payable from said Debt Service Account in any subsequent fiscal year during the term of the outstanding Bonds, on all Bonds then outstanding and on the additional Bonds proposed to be issued. For the purpose of the foregoing computation, the net revenues for the fiscal year preceding the issuance of additional Bonds shall be those shown by the financial reports caused to be prepared by the City pursuant to Section 2.2(f) of the Original Resolution, except that if the rates and charges for services provided by the System have been changed since the beginning of such preceding fiscal year, then the rates and charges in effect at the time of issuance of the additional Bonds or finally authorized to go into effect within 60 days thereafter shall be applied to the quantities of service actually rendered and made available during such preceding fiscal year to ascertain the gross revenues, from which there shall be deducted to determine the net revenues, the actual operation and maintenance costs plus any additional annual costs of operation and maintenance which the Consultant estimates will be incurred because the improvement or extension of the System to be constructed from the proceeds of the additional Bonds proposed to be issued.

For purposes of the foregoing certificate, principal of and interest on the 2018B Loan are disregarded. The Borrower acknowledges and agrees that if it fails to deliver timely an acceptable Compliance Certificate and Request as provided in Section 5.1 of this Supplemental Resolution as determined in the sole and complete discretion of the DNRC or if a Noncompliance Certificate is delivered, then principal and interest and surcharges will become due and owing on the Series 2018B Bond as provided in Section 5.1 of this Supplemental Resolution, and the Borrower shall thereupon, and in any event no later than three (3) months after delivery of a Noncompliance Statement, to the extent required by the Original Resolution adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 2.2. Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

(i) is duly organized and validly existing as a municipal corporation and political subdivision of the State;

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own, construct and operate the 2017 Project, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2018D Bond and to carry out and consummate all transactions contemplated by this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents;

(iii) is a Governmental Unit and a Public Entity; and

(iv) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2018D Bond in the maximum amount of the Committed Amount.

(b) Pending Litigation. There is no litigation or proceeding pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents or the validity and enforceability of this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents. If any such litigation should be initiated or threatened, the Borrower will forthwith notify in writing the DNRC, and will furnish the DNRC a copy of all documents, including pleadings, in connection with such litigation. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2017 Project, the Series 2018D Bond or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2018D Bond and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents and compliance by the Borrower with the provisions of this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents, to the knowledge of the Borrower:

(i) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(ii) do not and 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 ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than this Supplemental Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of any charter or similar document, if applicable, any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. To the knowledge of the Borrower, no event has occurred and no condition exists that, upon execution and delivery of the Series 2018D Bond and the Collateral Documents, would constitute a default under this Supplemental Resolution or the Collateral Documents. To the knowledge of the Borrower, the Borrower is not in material violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms hereof or of the Series 2018D Bond and the Collateral Documents.

(e) Governmental Consent. To the knowledge of the Borrower, the Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents (including any necessary rate increase) or for the 2017 Project, the financing or refinancing thereof or the reimbursement of the Borrower for costs thereof. To the knowledge of the Borrower, no consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2018D Bond or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder. If a utility board or commission manages or controls the System, such board or commission has agreed with the DNRC to abide by the terms of this Supplemental Resolution and the Collateral Documents, including approving any necessary rate increases.

(f) Binding Obligation. This Supplemental Resolution, the Series 2018D Bond and any Collateral Documents to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The 2017 Project. The 2017 Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with Article III of this Supplemental Resolution. The 2017 Project comprises facilities of a type that, as determined by the EPA, will facilitate compliance with the national primary sewer system regulations applicable to the 2017 Project or will otherwise significantly further the health protection objectives of the Clean Water Act.

(h) The System. The System is a "sewer system" within the meaning of the State Act and the Clean Water Act in that it is a sewer system, comprising collection, treatment, storage and distribution facilities for the provision to the public of sewer services, that serves not less than 15 service connections used by year-round residents of the area served by the System or regularly serves not less than 25 year-round residents.



(i) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the 2017 Project, the Borrower's status as a Public Entity and Governmental Unit, its ability to own and operate the 2017 Project or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2018D Bond.

(j) Compliance With Law. To the knowledge of the Borrower, it:

(i) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the 2017 Project and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the 2017 Project and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the 2017 Project as presently conducted or the condition (financial or otherwise) of the 2017 Project or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents.

(k) Outstanding Debt. The Borrower currently has the following outstanding bonds payable solely from Net Revenues of the System: (i) the Series 2009B Bonds; (ii) the Series 2012 Bonds; (iii) the Sewer Intercap Loan; (iv) the Series 2018A Bond, and (v) the Series 2018C Bond.

### Section 2.3. Covenants.

(a) Insurance. In addition to the requirements of the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self- insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. All such insurance policies shall name the DNRC as an additional insured to the extent permitted under the policy or program of insurance or risk coverage of the Borrower. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this section and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this section. To the extent that the Borrower has risk coverage from the Montana Municipal Interlocal Authority ("MMIA") and includes the System on the Borrower's schedule of property to be coverage by MMIA, then such risk coverage shall be deemed to be acceptable insurance for the DNRC.

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents.

(d) Maintenance of Security; Recordation of Interest.

(i) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Supplemental Resolution and the Collateral Documents so long as any amount is owing under this Supplemental Resolution or the Series 2018D Bond;

(ii) The Borrower shall forthwith, after the execution and delivery of the Series 2018D Bond and thereafter from time to time, cause this Supplemental Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by this Supplemental Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(iii) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (ii), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2018D Bond and the Collateral Documents and the documents described in subparagraph (ii).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. This Section 2.3(f) supplements, and is not intended to limit, the requirements in the Original Resolution. The Borrower agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when:

(i) the preliminary budget for the System, with items for the 2017 Project shown separately; and

(ii) when adopted, the final budget for the System, with items for the 2017 Project shown separately.

(g) Project Accounts. The Borrower shall maintain the 2017 Project accounts in accordance with generally accepted government accounting standards, and as separate accounts, as required by Section 602(b)(9) of the Clean Water Act.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Clean Water Act, as provided in Section 606(e) of the Clean Water Act.

(i) Compliance with Clean Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the 2018D Loan and the 2017 Project and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(j) Compliance with DEQ Requirements. The Borrower shall comply with plan, specification and other requirements for public sewer systems established by the DEQ, as required by Section 75-5-1113(1)(g) of the State Act.

Section 2.4. Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2018D Bond or any other funds of the Borrower in respect of the 2017 Project or the Series 2018D Bond, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the 2018D Loan or the portion of the 2018D Loan derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the 2017 Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the 2017 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2018D Loan, be owned by the Borrower and not by any other Person. Any portion of the 2017 Project being financed shall be acquired by and shall, during the term of the 2018D Loan, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2017 Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Original Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In addition, except as otherwise provided in the Original Resolution or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the 2017 Project which has become obsolete or

outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Clean Water Act.

(e) At the Closing of the 2018D Loan, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the “Arbitrage Rebate Instructions”). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2018D Loan it will not contract with or permit any Private Person to manage the 2017 Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an Opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on State Bonds from gross income for purposes of federal income taxation.

(g) The Borrower may not lease the 2017 Project or any portion thereof to any Person other than a Nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Original Resolution; provided the Borrower may lease all or any portion of the 2017 Project to a Nonexempt Person pursuant to a lease which in the Opinion of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2017 Project if (i) such change will violate the Clean Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5. Maintenance of System; Liens. The Borrower shall maintain the System, including the 2017 Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the 2017 Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2018D Bond; provided that this Section 2.5. shall not be deemed to be violated if a mechanic’s or contractor’s lien is filed against any such property so long as the Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge such lien.

Section 2.6. Maintenance of Existence, Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Original Resolution, the Series 2018D Bond and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Original Resolution,

the Series 2018D Bond and the Collateral Documents, (b) such action does not violate the State Act or the Clean Water Act and does not adversely affect the exclusion of interest on the Series 2018D Bond or the State Bonds from gross income for federal income tax purposes, and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer

**ARTICLE III**

**USE OF PROCEEDS; THE 2017 PROJECT**

Section 3.1. Use of Proceeds. The Borrower shall apply the proceeds of the 2018D Loan solely as follows:

(a) The Borrower shall apply the proceeds of the 2018D Loan solely to the financing, refinancing or reimbursement of costs of the 2017 Project as set forth in Appendix A hereto, fund the deposit to the Reserve Account equal to the Reserve Requirement, and this Section 3.1 and to pay costs of issuance of the Series 2018D Bond. The 2018D Loan will be disbursed in accordance with Article IV hereof and Article VII of the Indenture. The Borrower shall, as quickly as reasonably possible, complete the 2017 Project and expend proceeds of the 2018D Loan to pay costs of completing the 2017 Project. The Borrower’s Finance Director is also authorized to deposit such additional amounts into the Reserve Account or any other funds and accounts as required by the DNRC.

(b) No portion of the proceeds of the 2018D Loan shall be used to reimburse the Borrower for costs paid prior to the date of adoption of this Supplemental Resolution or a Project the construction or acquisition of which occurred or began earlier than June 1, 1993. In addition, if any proceeds of the 2018D Loan are to be used to reimburse the Borrower for 2017 Project costs paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied with Section 1.150-2 of the Regulations in respect of such costs.

(c) Any Debt to be refinanced with proceeds of the 2018D Loan was incurred after June 1, 1993, or with respect to a Project the construction or acquisition of which began after June 1, 1993. No proceeds of the 2018D Loan shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2. The 2017 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2017 Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any, to be funded from the 2018D Loan (the 2017 Project may consist of more than one facility or activity), and an estimated budget relating to the 2017 Project. The 2017 Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) a certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements as to whether the amendment would cause an increase or decrease in the cost of the 2017 Project or an increase or decrease in the amount of proceeds of the 2018D Loan which will be required to complete the 2017 Project and whether the change will materially accelerate or delay the construction schedule for the 2017 Project;

(b) a written consent to such change in the 2017 Project by an Authorized DNRC Officer; and

(c) an Opinion of Bond Counsel stating that the 2017 Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the State Act and is, and was at the time the Series 2018D Bond was issued, eligible for financing under the Enabling Act, such amendment will not violate the State Act or the Enabling Act and such amendment will not adversely affect the exclusion of interest on the State Bonds or the Series 2018D Bond from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2018D Loan may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a supplemental resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in this Supplemental Resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable tests for the incurrence of such debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2018D Loan to pay costs of the 2017 Project or as to the availability of additional funds under the Program to increase the principal amount of the 2018D Loan.

Section 3.3. 2017 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the 2017 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations;

(b) all future construction of the 2017 Project, if any, will be done only pursuant to fixed price construction contracts. The Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

(c) all future construction of the 2017 Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the 2017 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code;

(e) the iron and steel products used in the 2017 Project comply with the “American Iron and Steel” requirements of Section 436 of the Consolidated Appropriations Act of 2016 (P.L. 113-76), as those requirements are further interpreted by applicable EPA guidance;

(f) to the Borrower’s knowledge, the 2017 Project is a project of the type permitted to be financed under the State Act, the Enabling Act and the Program and Title IV of the Clean Water Act; and

(g) the Borrower has commenced the 2017 Project and will cause the 2017 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower; it is estimated by the Borrower that the 2017 Project will be substantially completed by September 30, 2019.

Section 3.4. Completion or Cancellation or Reduction of Costs of the 2017 Project.

(a) Upon completion of the 2017 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2017 Project is complete and stating the amount, if any, of the Undisbursed Committed Amount. If Appendix A describes two or more separate projects as making up the 2017 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2017 Project is cancelled or cut back or its costs are reduced or for any other reason the Borrower will not require the full Committed Amounts, the Borrower shall promptly notify the DNRC in writing of such fact and the amount of the Undisbursed Committed Amount.

**ARTICLE IV**

**THE LOAN**

Section 4.1. The Loan; Disbursement of Loan.

(a) The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to \$4,840,000 (the “2018D Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for costs of the 2017 Project, funding a deposit to the Reserve Account in the amount of the Reserve Requirement, and paying costs of issuance of the Series 2018D Bond; provided the DNRC shall not be required to disburse any proceeds of the 2018D Loan after February 1, 2020. The Committed Amount may be reduced as provided in Sections 3.2 and 3.4.

(b) The DNRC intends to disburse the 2018D Loan through the Trustee. In consideration of the issuance of the Series 2018D Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2018D Loan upon receipt of the following documents:

(i) an Opinion of Bond Counsel as to the validity and enforceability of the Series 2018D Bond and the security therefor and stating in effect that interest on the Series 2018D Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(ii) the Series 2018D Bond, fully executed and authenticated;

(iii) a certified copy of the Original Resolution and this Supplemental Resolution;

(iv) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2018D Loan;

(v) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in subparagraph (1) above, (A) that the acquisition or construction of the Project was begun no earlier than June 1, 1993 or the debt was incurred no earlier than June 1, 1993, (B) of the Borrower's title to the Project, (C) of costs of such Project and that such costs have been paid by the Borrower, and (D) if such costs were paid before adoption of this Supplemental Resolution that the Borrower has complied with Section 1.150-2 of the Regulations;

(vi) the items required by the Indenture for the portion of the 2018D Loan to be disbursed at Closing; and

(vii) such other certificates, documents and other information as the DNRC, the DEQ or the Opinion of Bond Counsel referred to in subparagraph (1) may require (including any necessary arbitrage rebate instructions).

(c) In order to obtain a disbursement of a portion of the 2018D Loan to pay costs of the 2017 Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(d) The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, the 2018D First Advance or any subsequent advance of any amounts under the 2018D Loan until such time as the Borrower shall have funded the Reserve Account in an amount then required to satisfy the Reserve Requirement.

(e) The Borrower shall submit the request for the 2018D First Advance in the form required by the DNRC so that it is received in sufficient time for the DNRC to process the information by the date desired by the Borrower for the making of the 2018D First Advance.

(f) For refinancings, a disbursement schedule complying with the requirements of the Clean Water Act shall be established by the DNRC and the Borrower at Closing.

(g) If all or a portion of the 2018D Loan is made to reimburse a Borrower for 2017 Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b) relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Clean Water Act established by the DNRC and the Borrower at the Closing.

(h) Notwithstanding anything herein to the contrary, the Trustee shall not be obligated to disburse the 2018D Loan any faster or to any greater extent than it has available Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do "overmatching" pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The DNRC will use its reasonable best efforts to obtain an acceleration of such schedule if necessary.

(i) Upon making the 2018D Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2018D Bond. At Closing, Schedule A to the Series 2018D Bond shall note the 2018D First Advance.



(j) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof, on the date of the 2018D First Advance and any subsequent disbursement dates, any proceeds of the 2018D Loan borrowed for the purpose of increasing the balance in the Reserve Account to the Reserve Requirement. The Borrower further acknowledges and agrees that any portion of the 2018D Loan representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Debt Service Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2018D Bond and interest thereon shall accrue only from the date of transfer.

(k) Compliance by the Borrower with its representations, covenants and agreements contained in this Supplemental Resolution and the Collateral Documents shall be a further condition precedent to the disbursement of the 2018D Loan in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the 2018D Loan.

Section 4.2. Commencement of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under Article V hereof shall commence only upon the first disbursement by the Trustee of the 2018D First Advance.

Section 4.3. Termination of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents in respect of the Series 2018D Bond shall terminate upon payment in full of all amounts due under the Series 2018D Bond and this Supplemental Resolution; provided, however, that the covenants and obligations provided in Article VI and Section 10.3 of this Supplemental Resolution shall survive the termination of the Original Resolution.

Section 4.4. Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

## ARTICLE V

### REPAYMENT OF 2018D LOAN

Section 5.1. Repayment of 2018D Loan. The Borrower shall repay the amounts borrowed by it pursuant to Section 4.1 in accordance with this Section 5.1.

5.1.1. Interest and Surcharges. The 2018D Loan shall bear interest at the rate of two percent (2.00%) per annum and the Borrower shall pay the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amounts of the 2018D Loan, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. For purposes of this Supplemental Resolution and the Program, the term "interest on the 2018D Loan", when not used in conjunction with a reference to any surcharges, shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, if applicable. The Borrower shall pay all Loan Repayments and surcharges in lawful money of the United States of America to the DNRC. Interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

5.1.2. [Reserved].

5.1.3. Repayment of 2018D Loan. The Loan Repayments and surcharges on the 2018D Loan required by this Section 5.1 shall be due on each Payment Date, as follows:

- (i) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2018D Loan shall be payable on each January 1 and July 1, beginning on January 1, 2019, and concluding on July 1, 2040; and
- (ii) the principal of the 2018D Loan shall be repayable on each Payment Date, beginning on January 1, 2019 and concluding July 1, 2040, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at a rate of 2.50% per annum; provided that principal of the 2018D Loan is payable only in amounts that are multiples of \$1,000.

5.1.4. Details Regarding 2018D Loan Repayments. Upon each disbursement of the 2018D Loan to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the Series 2018D Bond under “Advances” and the total amount advanced under Section 4.1, including such disbursement, under “Total Amount Advanced.” Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2018D Loan and accrue on each such advance from the date of disbursement and shall be due and payable on the dates and in the amounts shown in Schedule B to the Series 2018D Bond, as such Schedule B shall be modified from time to time as provided in Sections 5.1.3 and 5.1.4 and below. The portion of each such Loan Repayment consisting of principal, of interest, of Administrative Expense Surcharge and of Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2018D Bond.

Past-due Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal and interest as to the Series 2018D Bond and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge as to the Series 2018D Bond shall be credited against the same payment obligation under the Series 2018D Bond.

Section 5.2. Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2018D Loan, all reasonable expenses of the DNRC and the Trustee in connection with the 2018D Loan, the Collateral Documents and the Series 2018D Bond, including, but not limited to:

- (a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2018D Bond;
- (b) the fees and disbursements of Bond Counsel and other Counsel utilized by the DNRC and the Trustee in connection with the 2018D Loan, this Supplemental Resolution, the Collateral Documents and the Series 2018D Bond and the enforcement thereof; and
- (c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2018D Bond, whether or not the Series 2018D Bond is then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State’s right, title and interest in and to the Series 2018D Bond, the Collateral Documents and this Supplemental Resolution (and with the exceptions noted therein) and all expenses, including attorneys’ fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3. Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2018D Bond unless (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2018D Bond is prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity.

Section 5.4. Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Supplemental Resolution and the Series 2018D Bond and to perform its other agreements contained in this Supplemental Resolution, the Series 2018D Bond and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Supplemental Resolution and the Series 2018D Bond, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents and (c) shall not terminate this Supplemental Resolution, the Series 2018D Bond or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2017 Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision thereof or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Supplemental Resolution.

Section 5.5. Limited Liability. All payments of principal of and interest on the 2018D Loan and other payment obligations of the Borrower hereunder and under the Series 2018D Bond shall be special, limited obligations of the Borrower payable with respect to the Series 2018D Bond solely out of the Net Revenues and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Supplemental Resolution and the Series 2018D Bond shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2018D Bond, no funds or property of the Borrower other than the Net Revenues may be required to be used to pay principal of or interest on the Series 2018D Bond, and no funds or property of the Borrower other than the Surplus Net Revenues may be required to be used to pay principal of or interest, if any, on the Series 2018B Bond.

**ARTICLE VI**

**INDEMNIFICATION OF DNRC AND DEQ**

The Borrower shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an “Indemnified Party” or, collectively, the “Indemnified Parties”) against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the 2017 Project. The Borrower shall, to the extent permitted by law, also indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys’ fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason

of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

**ARTICLE VII**

**ASSIGNMENT**

Section 7.1. Assignment by Borrower. The Borrower may not assign its rights and obligations under this Supplemental Resolution or the Bonds, except as provided in Section 6.3.

Section 7.2. Assignment by DNRC. The DNRC will pledge its rights under and interest in this Supplemental Resolution, the Series 2018D Bond and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3. State Refunding Bonds. In the event the State Bonds are refunded by bonds which are not State Bonds, all references in this Supplemental Resolution to State Bonds shall be deemed to refer to such refunding bonds (together, the “Refunding Bonds”) or, in the case of a crossover refunding, to the State Bonds and the Refunding Bonds. In the event the State Bonds are refunded by an issue of Additional State Bonds, all references in the Original Resolution to the State Bonds shall be deemed to refer to such Additional State Bonds or, in the case of a crossover refunding, both the State Bonds and such Additional State Bonds.

**ARTICLE VIII**

**THE SERIES 2018D BOND**

Section 8.1. Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2018D Bond the Net Revenues to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2018D Bond are expected to be more than sufficient to pay the principal and interest when due on the Series 2018D Bond, and to create and maintain reasonable reserves therefor and to provide an adequate allowance for replacement and depreciation, as prescribed herein.

Section 8.2. Issuance and Sale of the Series 2018D Bond. The Commission has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2018D Bond to evidence the 2018D Loan. The Series 2018D Bond is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3. Terms. The Series 2018D Bond shall be in the maximum principal amount equal to the original 2018D Committed Amount, respectively, shall each be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rate charged by the DNRC on the 2018D Loan. The principal of and interest on the Series 2018D Bond and any Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable on the same dates and in the same amounts as Loan Repayments are payable. Advances of principal of the Series 2018D Bond shall be deemed made when advances of the 2018D Loan are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2018D Bond and as it may be revised

by the DNRC from time to time in accordance with Section 5.1. The Borrower may prepay the Series 2018D Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2018D Loan under Section 5.3.

Section 8.4. Negotiability, Transfer and Registration. The Series 2018D Bond shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC, shall be dated the date of delivery. While so registered, principal of and interest on the Series 2018D Bond shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1625 Eleventh Avenue, Helena, Montana 59620 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2018D Bond shall be negotiable, subject to the provisions for registration and transfer contained in this Section 8.4. No transfer of the Series 2018D Bond shall be valid unless and until (1) the holder, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2018D Bond, and (2) the Clerk of the Commission of the Borrower or successors, as bond registrar (the “Registrar”), has duly noted the transfer on the Series 2018D Bond and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor’s authority and the genuineness of the transferor’s signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2018D Bond is registered as the absolute owner of the Series 2018D Bond for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower’s liability upon such Series 2018D Bond to the extent of the sum or sums so paid.

Section 8.5. Execution and Delivery. The Series 2018D Bond shall be executed on behalf of the Borrower by the manual signatures of the Chairman, City Commission, City Manager and Finance Director. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2018D Bond. In the event that any of the officers who shall have signed the Series 2018D Bond shall cease to be officers of the Borrower before the Series 2018D Bond is issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2018D Bond may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2018D Bond shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6. Form. The Series 2018D Bond shall be prepared in substantially the form attached as Appendix B.

## ARTICLE IX

### SECURITY FOR THE SERIES 2018D BOND

The Series 2018D Bond is issued as an Additional Bond under the Original Resolution and shall, with the Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, the Series 2018C Bond, and any other Additional Bonds issued under the provisions of the Original Resolution be equally and ratably secured by the provisions of the Original Resolution and payable out of the Net Revenues appropriated to the Debt Service Account of the Fund, without preference or priority, all as provided in the Original Resolution, and secured by the Reserve Account, as further provided in the Original Resolution and in the following sentence. On the date of Closing, the Borrower shall deposit in the Reserve Account, an amount equal to the initial Reserve Requirement assuming the entire 2018D Committed Amount is advanced on the date of Closing. If less than the entire 2018D Committed Amount is advanced, then on the date of the final disbursement of proceeds of the Series 2018D Bond, the Borrower shall be entitled, in its discretion, to transfer any amount in excess of the Reserve Requirement to the Debt Service Account or the Repair and Replacement Account, so long as the amount remaining in the Reserve Account

equals the Reserve Requirement. The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Original Resolution for the benefit of the registered holders from time to time of the Series 2018D Bond.

**ARTICLE X**

**TAX MATTERS**

Section 10.1. Use of Project and System. The 2017 Project and the System will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2017 Project or the System or security for the payment of the Series 2018D Bond which might cause the Series 2018D Bond to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code.

Section 10.2. General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2018D Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2018D Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2018D Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3. Arbitrage Certification. The Chairman, City Commission, City Manager and Finance Director being the officers of the Borrower charged with the responsibility for issuing the Series 2018D Bond pursuant to this Supplemental Resolution, are authorized and directed to execute and deliver to the DNRC a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2018D Bond, it is reasonably expected that the proceeds of the Series 2018D Bond will be used in a manner that would not cause the Series 2018D Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 10.4. Arbitrage Rebate. The Borrower acknowledges that the Series 2018D Bond is subject to the rebate requirements of Section 148(f) of the Code. The Borrower covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Series 2018D Bond from gross income for federal income tax purposes, unless the Series 2018D Bond qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2018D Bond (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Chairman, City Commission, City Manager and Finance Director are hereby authorized and directed to execute a rebate or tax certificate with respect to the Series 2018D Bond, substantially in the form to be prepared by Bond Counsel, and the Borrower hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

Section 10.5 Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than November 15, 2018, a statement concerning the Series 2018D Bond containing the information required by Section 149(e) of the Code.

**ARTICLE XI**

**CONTINUING DISCLOSURE**

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2018D Bond under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the Chairman, City Commission, City Manager and Finance Director of the Borrower to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

**ARTICLE XII**

**MISCELLANEOUS**

Section 12.1. Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

- DNRC: Department of Natural Resources and Conservation  
1539 Eleventh Avenue  
P. O. Box 201601  
Helena, Montana 59620-1601  
Attn: Conservation and Resource Development Division
  
- Trustee: U.S. Bank National Association  
c/o Corporate Trust Services  
1420 Fifth Avenue, 7th Floor  
Seattle, Washington 98101
  
- Borrower: City of Livingston  
414 East Callender Street  
Livingston, Montana 59047  
Attn: Finance Director

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

Section 12.2. Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective permitted successors and assigns.

Section 12.3. Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of this Supplemental Resolution or the enforceability of that provision at any other time.

Section 12.4. Amendments. This Supplemental Resolution may not be effectively amended without the written consent of the DNRC.

Section 12.5. Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the laws of the State.

Section 12.6. Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution. References to Articles and Sections are to the Articles and Sections of this Supplemental Resolution, unless the context otherwise requires.

Section 12.7. No Liability of Individual Officers, Directors, Trustees or Commission Members. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the Loan.

Section 12.8. Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2018D Bond, shall not be a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2018D Bond.

Section 12.9. Right of Others to Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2017 Project or the facility or facilities of which the 2017 Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 12.10. Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2018D Bond and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2018D Bond, and all statements contained



in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 12.11. Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the Borrower and this Commission that are in any way inconsistent with the terms and provisions of this Supplemental Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Supplemental Resolution.

(b) Effective Date. This Supplemental Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this 4th day of September, 2018.

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Dorel Hoglund, Chairman

ATTEST:

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City Clerk

## APPENDIX A

## DESCRIPTION OF THE 2017 PROJECT

The Water Reclamation Facility Upgrade Wastewater project includes the following: (i) improvements to the headworks and the influent pumping station; (ii) construction of a new sequencing batch reactor secondary treatment to replace the existing rotating biological contactors; (iii) modify the existing chlorine contact basin to house a new UV disinfection system; (iv) make improvements to solids handling by repurposing the existing secondary clarifier to WAS storage; (v) install a rotary drum for solids thickening; (vi) add a composing vessel; (vii) install pumping polymer feed equipment; (viii) modify the anaerobic digesters to aerobic digesters; (ix) extend the City water supply to the WRF to replace the well currently used for non-potable processes; (x) upgrade the WRF's controls and its electrical and emergency power generator capacity and (xi) any and all related improvement thereto.

APPENDIX B

[Form of the Series 2018D Bond]

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

**CITY OF LIVINGSTON  
SEWER IMPROVEMENT REVENUE BOND  
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),  
SERIES 2018D**

No. R-1

\$4,840,000

FOR VALUE RECEIVED, the City of Livingston, Montana (the “Borrower”), a duly organized and existing municipal corporation in Park County, Montana, acknowledges itself to be specially indebted and hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Debt Service Account of its Sewer System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Series 2018D Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”) commencing on January 1, 2019 and concluding on July 1, 2040. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the Resolution, including such disbursement, under “Total Amount Advanced.” The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Resolution, and the final Schedule B will reflect repayments under Section 5.1.4 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of 2.50% per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Series 2018D Bond shall be made to the registered holder of this Series 2018D Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Series 2018D Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$4,840,000 (the “Series 2018D Bond”). The Series 2018D Bond is issued to finance a portion of costs of the construction of certain improvements to the Sewer System of the Borrower (the “System”) and to pay costs of issuance of the Series 2018D Bond. The Series 2018D Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 3590 of the City adopted on December 6, 2004 (the “Original Resolution”), as

amended and supplemented by a Resolution adopted on September 4, 2018 (the Original Resolution, as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution. The Series 2018D Bond is issuable only as a single, fully registered bond. The Series 2018D Bond is issued on a parity with the Borrower's outstanding Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, and the Series 2018C Bond (as defined in the Resolution). The 2018D First Advance has been advanced at Closing.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2018D Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional Bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, the Series 2018C Bond, this Series 2018D Bond, and any other parity Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2018D Bond.

The Borrower may prepay the principal of the Series 2018D Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2018D Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Series 2018D Bond, including interest and any premium, are payable solely from the Net Revenues pledged for the payment hereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2018D Bond is registered as the absolute owner hereof, whether this Series 2018D Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2018D Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower has duly authorized and will forthwith construct and complete the improvements to the System hereinabove described, that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Debt Service Account in that Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues then on hand, an amount equal to not less than the sum of one-sixth of principal and the interest to become due within the next six months with respect to all Bonds payable semi-annually from the Debt Service Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Debt Service Account, sufficient to establish and maintain a reserve therein equal to, as of the date of calculation, the Reserve Requirement; that the Debt Service Account will be used only to pay the principal of, premium, if any, and interest on the Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, the Series 2018C Bond, the Series 2018D Bond, and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce in each fiscal year Net Revenues in excess of such current expenses, equal to at least 125% of the maximum amount of principal and interest payable from the Debt Service Account in any subsequent fiscal year and from and after repayment of the Series 2012 Bonds equal to at least 110% of the maximum amount of principal and interest payable from the Debt Service Account in any subsequent fiscal year; that additional Bonds and refunding Bonds may be issued and made payable from the Debt Service Account on

a parity with the Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, the Series 2018C Bond, the Series 2018D Bond, and other parity Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2018A Bond, the Series 2018C Bond, the Series 2018D Bond, and additional Parity Bonds on such Net Revenues and such obligations are payable only from Surplus Net Revenues (as is the case with the Series 2018B Bond); that all provisions for the security of the holder of this Series 2018D Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2018D Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2018D Bond and the premium, if any, and interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Debt Service Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2018D Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Livingston, Park County, Montana, by its City Commission, has caused this Series 2018D Bond to be executed on its behalf by the facsimile or manual signatures of the Chairman, City Commission, City Manager and Finance Director and has caused this Series 2018D Bond to be dated as of the date set forth below.

Dated: \_\_\_\_\_, 2018

**CITY OF LIVINGSTON, MONTANA**

\_\_\_\_\_  
Chairman, City Commission

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

\_\_\_\_\_  
Finance Director

ATTEST:

\_\_\_\_\_  
City Clerk

REGISTRATION AND TRANSFER

The Series 2018D Bond shall be fully registered as to both principal and interest. No transfer of the Bond shall be valid unless and until (1) the registered holder of the Series 2018D Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on the Series 2018D Bond, and (2) the Clerk of the Commission as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name the Series 2018D Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Series 2018D Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the outstanding principal balance of the Series 2018D Bond and the interest accruing thereon is registered on the books of City of Livingston, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of Clerk of the Commission</u>
_____, 2018	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena. MT 59620	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The Clerk of the Commission of the City of Livingston, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on the Series 2018D Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____



FORM OF ASSIGNMENT

For value received, the Series 2018D Bond is hereby transferred and assigned by the undersigned holder, without recourse,  
to \_\_\_\_\_ on this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
(Authorized Signature)

For: \_\_\_\_\_  
(Holder)



**SCHEDULE B**  
**PAYMENT SCHEDULE**

[See attached]

## APPENDIX C

ADDITIONAL AGREEMENTS, REPRESENTATIONS AND COVENANTS

none

67842-4 (BWJ)  
11613734v3

**Backup material for agenda item:**

- D. RESOLUTION NO. 4819 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE THE CITY MANAGER'S RECOMMENDATION FOR CHANGE ORDER NUMBER G-3 TO THE WATER RECLAMATION FACILITY PROFESSIONAL SERVICES AGREEMENT WITH AE2S.



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
 Ordinance/Resolution No:

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** 4 September 2018

**Purpose of Legislation:** Authorize the City Manager to sign documents associated with Change Order Number G-3 for the Livingston Water Reclamation Facility (WRF) Upgrade Project.

**Statutory Authority/Reference:** Budget Authority

**Background:** The City of Livingston contracted Dick Anderson Construction to complete the WRF Upgrade Project. There have been changes to the scope of the project that require a Change Order to be executed to fulfill the stipulations of the General Construction Contract. There are 5 (Five) items that are summarized in the attached letter from AE2S. Change Order Number G-3 is contingent upon Funding Agency concurrence. AE2S is comfortable with agency concurrence, which allows this Change Order to be an eligible project cost for reimbursement through the City's funding package consisting of grant and loan money from SRF, USDA-RD, DNRC-RRGL, and TSEP.

**Staff Recommendation:** Approve Change Order Number G-3

**Impact on Project Contingency**

<b>Original Contingency Amount</b>	<b>\$</b>	<b>985,608.00</b>
Change Order G1	\$	58,767.94
Change Order G2	\$	109,137.12
Change Order G3	\$	112,689.78
NWE Electrical Service Agreement	\$	33,522.00
NWE Gas Service Agreement	\$	5,919.00
AE2S Engineering Amendment	\$	180,000.00
<b>Current Contingency Usage</b>	<b>\$</b>	<b>500,035.84</b>
<b>Remaining Contingency</b>	<b>\$</b>	<b>485,572.16</b>

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

**Attachments:**

Letter from AE2S/Change Order G-3



RESOLUTION NO. 4819

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE THE CITY MANAGER'S RECOMMENDATION FOR CHANGE ORDER NUMBER G-3 TO THE WATER RECLAMATION FACILITY PROFESSIONAL SERVICES AGREEMENT WITH AE2S.

WHEREAS, AE2S has submitted a request for increased compensation for changes to funding pursuit and procurement requirements, the procurement of a MPDES permit, design contingencies, or out of scope design tasks, and changes to bidding requirements ; and

WHEREAS, AE2S has requested an amount totaling \$112,689.78 for the above described work, and the City Manager has recommended that the City of Livingston pay \$112,689.78 for the work; and

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

On the City of Livingston's behalf, the City Manager is hereby authorized to sign all documents with AE2S, USDA, and any other required parties to implement this recommendation.

Dated this \_\_\_\_\_ day of September, 2018.

\_\_\_\_\_  
**DOREL HOGLUND – Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



August 28, 2018

Michael Kardoes, City Manager  
414 East Callender Street  
Livingston, MT 59047  
[mkardoes@livingstonmontana.org](mailto:mkardoes@livingstonmontana.org)

**Re: Recommendation for Approval of Change Order No. G-3 to the General Construction Contract for the Livingston WRF Upgrade project**

Dear Mr. Kardoes:

AE2S recommends the approval of the enclosed Change Order G-3 for to the General Construction Contract for the Livingston WRF Upgrade project, pending USDA-RD's formal Concurrence. The following information is included in this recommendation letter for you and your Commission's review: **summary of changes** to the scope of construction (with supporting observations); **general construction contract summary**; **total project costs summary**.

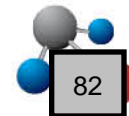
**Summary of Changes:**

**1) Change Order Request No. 1 – Expand Operational Space in UV Building**

- **Cost Increase: \$70,900.24**
- The UV Building was designed to minimize the size of the building, to minimize construction costs and attempt to keep the overall project cost within the City's budget. During construction, city staff became concerned that the UV Building, as designed, would make maintenance of UV equipment difficult, and that expansion of the building over the entire, already existing foundation (the old Chlorine Contact Basin footprint) would be inexpensive additional square footage for both maintenance activities and sheltered storage of equipment and materials.

**2) Change Order Request No. 2 – Replace ECS Control Computer with Control Panel & Update Software**

- **Cost Increase: \$9,235.12**
- The City's existing control panel for Compost operations is failing and in need of replacement. This was not foreseeable during design. The manufacturer (ECS) no longer supports the panel that was supplied with the original installation (2007). This change replaces the panel with the newest model from ECS and connects it to the Solids Process Building control panel to connect it to the SCADA network for remote monitoring, reporting and partial control.



**3) Change Order Request No. 3 – Extend Fiber Optics Internet Network to Reach Connection in Public Works Building**

- **Cost Increase: \$11,979.56**
- Provide single-mode, six strand fiber from the RCB network panel to the Mechanical Room in the City’s public works building.
- The original design documents included contractor installation of conduit and multi-mode fiber from the RCB network panel (in the Control Building) to the project boundary (approximately edge of Public Works Shops parking lot asphalt). The City was to provide the single-mode fiber, and completion of the conduit routing and circuitry to the Public Works Building. This puts all of the scope on the Contractor for completion, startup and testing.

**4) Change Order Request No. 4 – Change UV Building Electrical Feed from #500 Conductors to Parallel sets of #3/0 Conductors.**

- **Cost Increase: \$4,066.32**
- A design discrepancy specified #500 Conductors to feed power to the UV building in conduits which were two small to convey said conductors. The discrepancy arose from the internal diameter of the conduit materials assumed by the designer and the materials specified. An alternative electrical design was developed to feed the UV Building with parallel sets of #3/0 Conductors. This design alternative prevented the need to install additional conduits of different – and much more expensive - material to accommodate the #500 conductors. The electrical capacity of the UV Building is unaffected by this change.

**5) Change Order Request No. 5 – Upgrade EZ-600 Screen to EZ-700 Screen to EZ-10000XL.**

- **Cost Increase: \$16,508.54**
- The specified compost screen (EZ-600) was upgraded to the EZ-700 screen in Change Order G-2. After further consideration of its composting operations and estimated labor needs, the City felt the upgrade to the EZ-10000XL size screen would better fit its compost needs to accommodate the volume of compost expected. The City requested pricing for the additional upgrade. This Change Order includes a deduct for the Cost Increase previously included in Change Order G-2 and the increase to provide the screen of larger capacity.

**General Construction Contract Summary:**

○ Original Contract Price:	\$14,782,072.00
○ Cost increase from Change Order G-1:	+ \$58,767.94
○ Cost increase from Change Order G-2:	+ \$109,137.12
○ Cost increase from Change Order G-3 (this CO):	+ \$112,689.78
○ <b><u>Adjusted Contract Price:</u></b>	<b><u>\$15,062,666.84</u></b>
○ NET Percent Increase (Decrease) by Change Order:	1.90 %

Change in Contract Times:

- Time adjustments: 21 Days added to Time for Substantial Completion
- Time for Substantial Completion: February 10, 2019
- In Order to give the Contractor a more reasonable duration of time between Substantial Completion and Readiness for Final Payment, the date for Readiness for Final Payment is also extended by 27 days.
- Readiness for Final Payment: March 8, 2019

**Total Project Cost Summary:**

This Change Order is contingent upon Funding Agency concurrence. However, assuming concurrence is granted, this Change Order would be an eligible project cost for reimbursement through the City's funding package consisting of grant and loan money from SRF, USDA-RD, DNRC-RRGL, and TSEP. The funding includes \$985,608.00 of contingency. With this contingency, this Change Order-G3 does not change the Total Project Costs previously established and approved by the City and all funding agencies. Below is a brief summary of the total project costs.

- Total Project Cost (TPC): \$19,505,000.00
  - Total Contingency Included in TPC: \$985,608.00
  - Total Contingency Used to Date: \$500,035.84
  - **Total Contingency Remaining:** **\$485,572.16**
  - Increase (Decrease) to TPC: \$0.00

We greatly appreciate the opportunity to continue providing professional engineering services to the City of Livingston and look forward to serving you throughout the remainder of Livingston WRF Upgrades project. Should you have any questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,



Scott Buecker, PE  
Senior Project Manager

Encl.: Livingston WRF Upgrade - Change Order G-3  
Supporting Proposed Change Orders from Dick Anderson Construction

C: Shannon Holmes; Public Works Director – City of Livingston  
Paige Fetterhoff, CPA; Chief Finance Officer – City of Livingston  
Brian Viall, PE; Project Engineer – AE2S

Date of Issuance: August 28, 2018

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

Project: <u>Livingston WRF Upgrades</u>	Owner: <u>City of Livingston, MT</u>	SRF Project No.: <u>C303396</u>
Contract: <u>General Construction</u>		Date of Contract: <u>August 18, 2017</u>
Contractor: <u>Dick Anderson Construction, Inc.</u>		Engineer's Project No.: <u>P05613-2015-001</u>

**The Contract Documents are modified as follows upon execution of this Change Order:**


Description of Change:	Provide submittals, equipment, and materials for the following:	Cost Adjustment
Item	Description	
1	Expand Operational Space in UV Building	\$70,900.24
2	Replace ECS Control Computer with Control Panel & Updated Software	\$9,235.12
3	Extend Fiber Optic Internet Network to Reach Connection in Public Works Building	\$11,979.56
4	Cost differential for parallel power feeder to UV Building	\$4,066.32
5	Upgrade EZ-600 Screen to EZ-700 Screen to EZ-10000XL	\$16,508.54
<b>Total Net Change - CO G-3</b>		<b>\$112,689.78</b>

Attachments: Change Order Requests from Dick Anderson Construction.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days	
\$ <u>\$14,782,072.00</u>	Substantial completion (days or date):	<u>December 24, 2018</u>
	Ready for final payment (days or date):	<u>February 7, 2019</u>
<b>[Increase]</b> <del>[Decrease]</del> from previously approved Change Orders	<b>[Increase]</b> <del>[Decrease]</del> from previously approved Change Orders	
No. N/A to No. N/A:	No. N/A to No. N/A :	
\$ <u>\$167,905.06</u>	Substantial completion (days):	<u>27</u>
	Ready for final payment (days):	<u>2</u>
Contract with <b>[Increase]</b> <del>[Decrease]</del> from previously approved Change Orders	Contract Times prior to this Change Order:	
\$ <u>\$14,949,977.06</u>	Substantial completion (days or date):	<u>January 20, 2019</u>
	Ready for final payment (days or date):	<u>February 9, 2019</u>
<b>[Increase]</b> <del>[Decrease]</del> of this Change Order	<b>[Increase]</b> <del>[Decrease]</del> Time of this Change Order:	
\$ <u>\$112,689.78</u>	Substantial completion (days or date):	<u>21</u>
	Ready for final payment (days or date):	<u>27</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:	
\$ <u>\$15,062,666.84</u>	Substantial completion (days or date):	<u>February 10, 2019</u>
	Ready for final payment (days or date):	<u>March 8, 2019</u>

RECOMMENDED: By: <u></u> _____ Engineer (Authorized Signature)	ACCEPTED: By: _____ Buyer (Authorized Signature)	ACCEPTED: By: _____ Seller (Authorized Signature)
Date: <u>August 28, 2018</u>	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	_____	Date: _____



# Dick Anderson Construction

4512 South Frontage Road  
Billings, MT 59107  
Phone (406) 248-3700 - Fax (406) 248-3776

1

85

## CHANGE ORDER ESTIMATE

<b>TO:</b>	Advanced Environmental and Engineering Services, Inc	<b>Change Request No.</b>	_____
<b>ATTN</b>	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	<b>Job Name</b>	Livingston WRF Upgrade
<b>PHONE</b>	406-219-2633	<b>DAC Job #</b>	05-17-513
<b>FAX</b>	_____	<b>Date of Proposal</b>	7/12/2018

### WORK PROPOSED

UV Building modification and Extension. Valued engineering to the coatings within the CMU Building structure.  
Based of discussions and drawings bewteen DAC, AE2S, and TD&H.

DIRECT LABOR	Estimated <input checked="" type="checkbox"/>	Actual	Unit	Quantity	Unit Cost	Total
Foreman			HR	195	\$ 53.61	\$ 10,453.95
Carpenter			HR	195	\$ 52.67	\$ 10,270.65
Labor 3			HR	195	\$ 43.37	\$ 8,457.15
<b>SUBTOTAL</b>						<b>\$ 29,181.75</b>

EQUIPMENT	Estimated <input checked="" type="checkbox"/>	Actual	Unit	Quantity	Unit Cost	Total
Pickup w/ Trailer			HR	195	\$ 15.00	\$ 2,925.00
Crane			HR	20	\$ 112.50	\$ 2,250.00
Forklift			HR	40	\$ 32.00	\$ 1,280.00
<b>SUBTOTAL</b>						<b>\$ 6,455.00</b>

MATERIALS	Estimated <input checked="" type="checkbox"/>	Actual	Unit	Quantity	Unit Cost	Total
Addition			LS	1	\$ 32,700.17	\$ 32,700.17
Doors			LS	1	\$ 7,500.00	\$ 7,500.00
Deduct for original roof scope inlcuding hollowcore			LS	1	\$ (18,076.00)	\$ (18,076.00)
Coatings scope modifications			LS	1	\$ (8,730.00)	\$ (8,730.00)
<b>SUBTOTAL</b>						<b>\$ 13,394.17</b>

SUBCONTRACTOR	Estimated <input checked="" type="checkbox"/>	Actual	Unit	Quantity	Unit Cost	Total
Ace Electirc (plug)			LS	1	\$ 1,500.00	\$ 1,500.00
Williams Plumbing (plug)			LS	1	\$ 2,500.00	\$ 2,500.00
<b>SUBTOTAL</b>						<b>\$ 4,000.00</b>

OTHER	Estimated <input checked="" type="checkbox"/>	Actual	Unit	Quantity	Unit Cost	Total
Bonds, Insurance, Permits 2.5%			%	2.5	\$ 53,030.92	\$ 1,325.77
Lodging			MH	585	\$ 4.50	\$ 2,632.50
Cleanup and Handling						\$ -
Subcontracting						\$ -
Additional Subgrade Testing						\$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	2	\$ 2,065.85	\$ 4,131.70
Other/Miscellaneous						\$ -
<b>SUBTOTAL</b>						<b>\$ 8,089.97</b>

GRT (1%)						\$ 611.21
Overhead (5%)						\$ 3,056.04
Markup (10%)						\$ 6,112.09

**TOTAL PROPOSED CHANGE ORDER COSTS \$ 70,900.24**

This change requires a time extension of (16) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	<u>Kyle Kastelitz - Project Manager</u>	Date:	<u>7/12/2018</u>
Approved By:	_____	Date	_____



# Dick Anderson Construction

4512 South Frontage Road  
 Billings, MT 59107  
 Phone (406) 248-3700 - Fax (406) 248-3776

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## CHANGE ORDER REQUEST

<b>TO:</b>	Advanced Environmental and Engineering Services, Inc	<b>Change Request No.</b>	
<b>ATTN</b>	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	<b>Job Name</b>	Livingston WRF Upgrade
<b>PHONE</b>	406-219-2633	<b>DAC Job #</b>	05-17-513
<b>FAX</b>		<b>Date of Proposal</b>	8/7/2018

WORK PROPOSED							
To supply compost panel install free air cat 5 cable compost panel to spb-nwp-1							
DIRECT LABOR	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
<b>SUBTOTAL</b>						<b>\$ -</b>	
EQUIPMENT	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
<b>SUBTOTAL</b>						<b>\$ -</b>	
MATERIALS	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
<b>SUBTOTAL</b>						<b>\$ -</b>	
SUBCONTRACTOR	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
Ace Electirc			LS	1	\$ 8,117.00	\$ 8,117.00	
						\$ -	
						\$ -	
<b>SUBTOTAL</b>						<b>\$ 8,117.00</b>	
OTHER	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
Bonds, Insurance, Permits 2.5%			%	2.5	\$ 8,117.00	\$ 202.93	
Lodging			MH	0	\$ 4.50	\$ -	
Cleanup and Handling						\$ -	
Subcontracting						\$ -	
Additional Subgrade Testing						\$ -	
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	\$ 2,065.85	\$ -	
Other/Miscellaneous						\$ -	
<b>SUBTOTAL</b>						<b>\$ 202.93</b>	
GRT (1%)						\$ 83.20	
Overhead (5%)						\$ 416.00	
Markup (5%)						\$ 416.00	
<b>TOTAL PROPOSED CHANGE ORDER COSTS</b>						<b>\$ 9,235.12</b>	

This change requires a time extension of (1) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

<b>Submitted By:</b>	Kyle Kastelitz - Project Manager	<b>Date:</b>	8/7/2018
<b>Approved By:</b>		<b>Date</b>	





# Dick Anderson Construction

4512 South Frontage Road  
Billings, MT 59107  
Phone (406) 248-3700 - Fax (406) 248-3776

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## CHANGE ORDER REQUEST

<b>TO:</b>	Advanced Environmental and Engineering Services, Inc	<b>Change Request No.</b>	_____
<b>ATTN</b>	Attn: Scott Buecker	<b>Job Name</b>	Livingston WRF Upgrade
	1050 East Main, Suite 2	<b>DAC Job #</b>	05-17-513
	Bozeman, MT 59715	<b>Date of Proposal</b>	8/1/2018
<b>PHONE</b>	406-219-2633		
<b>FAX</b>	_____		

WORK PROPOSED							
Installation of 6 Strand Single Mode Fiber							
SM Equipment is not included in this pricing.							
DIRECT LABOR	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
Foreman			HR	6	\$ 53.61	\$	321.66
Operator 3			HR	6	\$ 51.07	\$	306.42
Labor 3			HR	6	\$ 43.37	\$	260.22
						a1Z	\$ 888.30
EQUIPMENT	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
Pickup w/ Trailer			HR	4	\$ 15.00	\$	60.00
Track Skid Steer			HR	4	\$ 35.00	\$	140.00
36" Roller			HR	4	\$ 32.00	\$	128.00
						SUBTOTAL	\$ 328.00
MATERIALS	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
					\$ -	\$	-
						\$	-
						\$	-
						SUBTOTAL	\$ -
SUBCONTRACTOR	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
Ace Electric			LS	1	\$ 7,430.00	\$	7,430.00
High Country Paving			SF	300	\$ 4.50	\$	1,350.00
						\$	-
						SUBTOTAL	\$ 8,780.00
OTHER	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
Bonds, Insurance, Permits 2.5%			%	2.5	\$ 9,996.30	\$	249.91
Lodging			MH	18	\$ 4.50	\$	81.00
Cleanup and Handling						\$	-
Subcontracting						\$	-
Additional Subgrade Testing						\$	-
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	\$ 2,065.85	\$	-
Other/Miscellaneous						\$	-
						SUBTOTAL	\$ 330.91
GRT (1%)						\$	103.27
Overhead (5%)						\$	516.36
Markup (10%)						\$	1,032.72
						<b>TOTAL PROPOSED CHANGE ORDER COSTS</b>	<b>\$ 11,979.56</b>

This change requires a time extension of (2) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	8/1/2018
Approved By:	_____	Date:	_____







# Dick Anderson Construction

4512 South Frontage Road  
 Billings, MT 59107  
 Phone (406) 248-3700 - Fax (406) 248-3776

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## CHANGE ORDER REQUEST

<b>TO:</b>	Advanced Environmental and Engineering Services, Inc	<b>Change Request No.</b>	
<b>ATTN</b>	Attn: Scott Buecker	<b>Job Name</b>	
	1050 East Main, Suite 2		Livingston WRF Upgrade
	Bozeman, MT 59715	<b>DAC Job #</b>	05-17-513
<b>PHONE</b>	406-219-2633	<b>Date of Proposal</b>	8/7/2018
<b>FAX</b>			

WORK PROPOSED							
Parallel Feeder to UV Building							
DIRECT LABOR	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
<b>SUBTOTAL</b>						<b>\$ -</b>	
EQUIPMENT	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
<b>SUBTOTAL</b>						<b>\$ -</b>	
MATERIALS	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
					\$ -	\$ -	
					\$ -	\$ -	
					\$ -	\$ -	
<b>SUBTOTAL</b>						<b>\$ -</b>	
SUBCONTRACTOR	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
Ace Electirc			LS	1	\$ 3,574.00	\$ 3,574.00	
						\$ -	
						\$ -	
<b>SUBTOTAL</b>						<b>\$ 3,574.00</b>	
OTHER	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total	
Bonds, Insurance, Permits 2.5%			%	2.5	\$ 3,574.00	\$ 89.35	
Lodging			MH	0	\$ 4.50	\$ -	
Cleanup and Handling						\$ -	
Subcontracting						\$ -	
Additional Subgrade Testing						\$ -	
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	\$ 2,065.85	\$ -	
Other/Miscellaneous						\$ -	
<b>SUBTOTAL</b>						<b>\$ 89.35</b>	
GRT (1%)						\$ 36.63	
Overhead (5%)						\$ 183.17	
Markup (5%)						\$ 183.17	
<b>TOTAL PROPOSED CHANGE ORDER COSTS</b>						<b>\$ 4,066.32</b>	

This change requires a time extension of (1) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

Submitted By:	Kyle Kastelitz - Project Manager	Date:	8/7/2018
Approved By:		Date	





# Dick Anderson Construction

4512 South Frontage Road  
 Billings, MT 59107  
 Phone (406) 248-3700 - Fax (406) 248-3776

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## CHANGE ORDER REQUEST

<b>TO:</b>	Advanced Environmental and Engineering Services, Inc	<b>Change Request No.</b>	_____
<b>ATTN</b>	Attn: Scott Buecker 1050 East Main, Suite 2 Bozeman, MT 59715	<b>Job Name</b>	Livingston WRF Upgrade
<b>PHONE</b>	406-219-2633	<b>DAC Job #</b>	05-17-513
<b>FAX</b>	_____	<b>Date of Proposal</b>	8/20/2018

<b>WORK PROPOSED</b>						
Upgrade EZ-600 Screen to EZ-700 Screen to EZ-1000XL						
<b>DIRECT LABOR</b>	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
<b>SUBTOTAL</b>						\$ -
<b>EQUIPMENT</b>	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total
Credit for Upgrade to 700			EA	1	\$ (3,550.14)	\$ (3,550.14)
EZ-600 Screen			EA	1	\$ (12,352.47)	\$ (12,352.47)
EZ-1000XL Screen			EA	1	\$ 29,787.00	\$ 29,787.00
<b>SUBTOTAL</b>						\$ 13,884.39
<b>MATERIALS</b>	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
<b>SUBTOTAL</b>						\$ -
<b>SUBCONTRACTOR</b>	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
<b>SUBTOTAL</b>						\$ -
<b>OTHER</b>	Estimated	<input checked="" type="checkbox"/> Actual	Unit	Quantity	Unit Cost	Total
Bonds, Insurance, Permits 2.5%			%	2.5	\$ 13,884.39	\$ 347.11
Lodging			MH	0	\$ 4.50	\$ -
Cleanup and Handling					\$ -	\$ -
Subcontracting					\$ -	\$ -
Additional Subgrade Testing					\$ -	\$ -
Daily Overhead Cost (Per Letter Dates August 8, 2017)			Day	0	\$ 2,065.85	\$ -
Other/Miscellaneous					\$ -	\$ -
<b>SUBTOTAL</b>						\$ 347.11
GRT (1%)						\$ 142.31
Overhead (5%)						\$ 711.57
Markup (10%)						\$ 1,423.15
<b>TOTAL PROPOSED CHANGE ORDER COSTS</b>						\$ 16,508.54

This change requires a time extension of (1) days. Pricing void/subject to revision after (N/A). The costs represented in this Change Proposal include only those that can be identified at this time. No impact or delay costs are included. Should it be determined at a later date that the project has been impacted by multiple changes, delays or other causes beyond our control, we are reserving our right to submit additional costs at such time.

<b>Submitted By:</b>	Kyle Kastelitz - Project Manager	<b>Date:</b>	8/20/2018
<b>Approved By:</b>	_____	<b>Date:</b>	_____

**Backup material for agenda item:**

RESOLUTION NO. 4820 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH LIVINGSTON SCHOOL DISTRICT NOS. 1 AND 4 FOR SCHOOL RESOURCE OFFICER FOR SCHOOL YEARS 2018-2019, 2019-2020, AND 2020-2021.

## RESOLUTION NO. 4820

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH LIVINGSTON SCHOOL DISTRICT NOS. 1 AND 4 FOR SCHOOL RESOURCE OFFICER FOR SCHOOL YEARS 2018-2019, 2019-2020, AND 2020-2021.

WHEREAS, the Livingston Police Department and School District Nos. 1 and 4 (collectively, the "School District") have cooperated in the establishment of a School Resource Officer Program; and

WHEREAS, by Resolution No. 4265 and Resolution No. 4624 the City of Livingston and the School District entered into a three year agreement to provide for an SRO, which agreement has expired; and

WHEREAS, both the City and the School District believe it is in the best interests of the Community to continue the SRO Program on the campuses of the School District; and

WHEREAS, the Agreement attached hereto as Exhibit A, which is incorporated herein by this reference, sets forth the terms and conditions to continue the SRO Program for school years 2018-2019, 2019-2020, and 2020-2021.

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

The City Manager is hereby authorized to inter into the Agreement attached hereto as Exhibit A with Livingston School District Nos. 1 and 4 to continue the SRO Program.

Dated this 4<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
DOREL HOGLUND – Chairperson

ATTEST:

APPROVED AS TO FORM:

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

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

RESOLUTION NO. 4820

Authorizing City Manager to sign an agreement with Livingston School District for SRO

# SCHOOL RESOURCE OFFICER POLICY

Effective Date: March, 2012

Supersedes Policy Dated: Fall, 2001



## **I. Introduction**

- A. Assigning police officers to schools is not a new strategy and is increasingly being used as law enforcement agencies and school districts coordinate their efforts to address juvenile crime and violence. The Livingston Police Department and the Livingston School District believe that assigning a school resource officer (SRO) to a school will enhance safety and security for students, and increase students' knowledge of and respect for the law. The SRO program is intended to be proactive in nature, with an emphasis on preventing problems before they arise.

## **II. Purpose**

- A. The purpose of this policy is to establish clear operating guidelines for the School Resource Officer (SRO) program, as accepted and approved by the City of Livingston, Chief of Police, Livingston School District and the applicable school administrators.

## **III. Goals and Objectives**

- A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.
- B. To act swiftly, in cooperation with school administrators, in response to major disruptions and flagrant criminal offenses on or near school property, such as; disorderly conduct by unwanted visitors, disruptive students, the possession and use of weapons on school property, the sale and/or distribution of illegal substances, riots, fights, and threats.
- C. To report serious crimes that occur on school property and to cooperate with law enforcement officials in their investigation of crimes that occur at school.
- D. To encourage SRO's to provide traffic control and enforcement on school property, or in the vicinity of schools, when deemed necessary for the safety and protection of students and the general public when a regular patrol officer is not available.
- E. To build a positive relationship with students, faculty and parents.

# SCHOOL RESOURCE OFFICER POLICY

Effective Date: March, 2012

Supersedes Policy Dated: Fall, 2001



- F. To provide security at extra curricular activities at school, whenever possible, such as athletic events, concerts, etc.

## **IV. Appointment**

- A. The selection process for SRO's will be determined by the Chief of Police, in cooperation with school administrators.
- B. The following basic qualifications shall be considered to become a SRO
  - 1. Shall possess current Montana POST basic certification, or equivalent and eligible for Montana POST basic certification, and should preferably have at least two years law enforcement experience.
  - 2. Shall possess an even temperament and set a good example for students.
  - 3. Shall possess sufficient communications skills that would enable the officer to function effectively within the school environment.
  - 4. Shall possess a sufficient knowledge of applicable local, state and federal laws.
- C. Officers assigned as SRO's serve at the direction of the Chief of Police and can be reassigned at any time.
- D. Once selected, an officer must attend an approved School Resource Officer training course prior to being assigned to a school. Prior to receiving formal training, officers selected as SRO's may accompany a trained SRO already assigned to a school for the purpose of learning and becoming accustomed to the environment.

## **V. Program Administration**

- A. The SRO program will be administered by the Livingston Police Department.
- B. School resource officers are employees of the City of Livingston, and subject to the same rules and regulations, operating procedures, policies, benefits, and all other conditions of employment as are other police department employees, unless provided for otherwise in this policy or



# SCHOOL RESOURCE OFFICER POLICY

Effective Date: March, 2012

Supersedes Policy Dated: Fall, 2001



pursuant to any collective bargaining agreement. The Chief of Police must approve exception.

## **VI. SRO Duties and Responsibilities**

- A. Meet all requirements of a law enforcement officer
- B. Become certified as a school resource officer
- C. Attend in-service school resource officer training, or pursue other relevant training.
- D. Interact with students on a positive basis, including, spending time with students during lunch, between classes, and participating in school activities such as assemblies, etc.
- E. Develop and maintain a professional relationship with school administrators and faculty, including attending faculty meetings, conferences and other functions when requested.
- F. If requested to do so, prepare for and give presentations at faculty in-service meetings, parent-teacher meetings, school board meetings, and community organization meetings.
- G. In cooperation with, and approved by, school faculty and administration, shall answer questions and conduct classroom presentations for students relevant to law enforcement, criminal law, or any other applicable education field. If requested, the SRO shall assist teachers in preparing for, or instructing, lessons related to criminal law or law enforcement.
- H. Project a professional image and have personal habits that are consistent with the role of a SRO.
- I. Enforce parking and traffic laws in school areas, and assist with traffic problems on school property as needed.
- J. Enforce criminal laws on school property, or surrounding areas, and investigate crimes committed on school property.
- K. Assist law enforcement officers with criminal investigations involving students.

# SCHOOL RESOURCE OFFICER POLICY

Effective Date: March, 2012

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- L. If requested, assist school officials with disciplinary matters, investigations, or other relevant issues.
- M. Act as a liaison between law enforcement and the schools.
- N. Maintain knowledge of applicable school policies and student handbooks.
- O. Adhere to applicable school rules and regulations.
- P. At the request of school officials, follow up on excessive truancy cases.
- Q. As requested and approved, provide security at school related functions within the City of Livingston.

## **VII. Investigation, Interrogation, Search and Arrest**

- A. School resource officers are law enforcement officers, and will act within the scope of their official duties at all times. They will comply with Livingston Police Department rules and regulations, standard operating procedures, policies, and directives. They will adhere to applicable state laws, and follow acceptable law enforcement practices relevant to the SRO position.
- B. SRO's shall investigate crimes committed on school property. Whenever practical, the SRO will apprise the school principal or vice principal of the circumstances prior to initiating the investigation, and a determination will be made jointly as to what course of action should be taken. All investigations will be conducted in cooperation with school administrators. The Chief of Police shall be notified prior to initiating
- C. investigations of serious crimes or investigations that are likely to extend beyond the capability of the SRO to effectively or safely manage.
- D. Interview/Interrogation of Students.
  - 1. Generally, students should not be interviewed or interrogated at school for offenses that occurred off school property, or that do not relate to school functions. Exceptions must be approved by the school principal. In all cases, the school principal or vice principal will be notified of the intent to interview or interrogate students.

# SCHOOL RESOURCE OFFICER POLICY

Effective Date: March, 2012

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The principal and the SRO will mutually agree on an appropriate time and place to conduct the interview. The principal will be given the option of being present. Interviews and interrogations will be conducted in accordance with the law, police department policy and school policy.

2. Prior to interrogating any student who may be charged with a criminal offense, they must be advised of their constitutional rights per Miranda vs. Arizona. Students under the age of 16 will not be interrogated under any circumstances without notifying a parent or guardian. The parent, guardian, or their designated attorney will be allowed to be present during the interview if they so choose. Prior to interrogating students over the age of 16, a reasonable attempt will be made to contact a parent or guardian. They will be allowed to be present during the interview if they so choose. If parents wish to be present during an interview, a time will be mutually agreed upon that will accommodate their schedule.

## E. Misdemeanor Offenses

1. The commission of all misdemeanor offenses should be brought to the attention of the school principal or vice principal as soon as practical. The SRO and principal(s) shall review the circumstances and nature of the crime and determine the appropriate course of action to take. Once a student has been identified as having committed a misdemeanor crime, the following options may be considered.
  - a. verbal warning/counseling
  - b. disciplined by school officials
  - c. referred to the juvenile probation officer, or cited into city court (whichever is applicable), if the student is under 18 years of age.
  - d. issue a notice to appear in city court or forward a request for prosecution to the city attorney's office if the student is 18 years of age or older.
  - e. taken into custody by the SRO and removed from school property

It is preferred that students who commit minor offenses be disciplined by school officials in accordance with school policy.

## F. Felony Offenses

# SCHOOL RESOURCE OFFICER POLICY

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1. The commission of all felony offenses on school property should be brought to the attention of the school principal or vice principal as soon as possible. The Chief of Police shall be notified as soon as practical. An investigation will be conducted on all felony cases. If a student is identified as having committed a felony offense, or there is probable cause to believe they committed a felony offense, they will be issued a youth offense report and referred to the juvenile probation officer. If, due to the circumstances, there is a question of whether or not to issue a youth offense report, the county attorney shall be notified and he/she will determine whether or not to issue a youth offense report. If the student is 18 years of age or older, a request for prosecution shall be forwarded to the county attorney's office unless the circumstances require an immediate arrest.

If a student, or anyone else, commits a violent felony or otherwise poses an immediate threat to the safety of other students, school staff, school property or the general public, the SRO shall take appropriate action to alleviate the threat. It is preferred that students, or others, who commit a serious felony on, or in the vicinity of, school property be arrested in a timely manner, removed from school property and subsequently charged accordingly. In these circumstances, the SRO has the authority to take appropriate legal action prior to notifying school officials.

## G. Arrest

1. Students should be arrested and removed from school grounds only if the existing circumstances require immediate arrest and/or removal, and with consent of the school principal or vice principal whenever practical. If possible, custodial arrests should be conducted in a "low-key" manner, causing the least amount of disruption and attention as possible. The SRO has the authority to detain any student if they observe the student committing a criminal offense, or violating a school rule that would normally allow a school official to detain the student. Although the SRO may, upon request from school officials, detain or assist in the detention of a student for violating school rules, they will not "arrest" the student. The student will immediately be turned over to the custody of school officials, who will handle the matter in

# SCHOOL RESOURCE OFFICER POLICY

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accordance with school policy. In these situations, the role of the SRO is merely to provide assistance and keep the peace.

2. Procedures for the arrest of a juvenile (under the age of 18)
  - a. For minor offenses, or when the student poses no threat to the safety of others, it is preferred that a youth offense report be issued unless it has been agreed upon that discipline will be administered by school officials. A written warning may be issued if deemed appropriate, however it should be documented on a youth offense report form. Unless already detained by the SRO, school officials will contact the offending student at a time and place of school officials' choice. The student will be brought to a private location, apart from other students. If a student is issued a youth offense referral, their parents shall be notified as soon as possible if they have not already been notified. In the event the parents cannot be notified, the juvenile probation officer will be contacted and advised of the situation. Recommendations of the juvenile probation officer will be followed.
  - b. If it is determined that a student should be taken into custody and removed from school property, the SRO will transport them to the police department in accordance with department policy. A parent or guardian will be notified and the juvenile will be released to their custody. If it is determined the juvenile poses a risk to the safety of others, or for some reason should not be released from custody, the juvenile probation officer and/or county attorney will be notified and will determine an alternative placement.
  - c. Per department policy and state law, students arrested for traffic offenses are subject to being issued notices to appear in city court. Citations issued for these offenses that occur on school property will be at the discretion of the SRO and the appropriate school administrators. Parents will be contacted as soon as possible and advised of the situation
3. Arrest of students 18 years of age or older
  - a. For minor offenses, or when the student poses no threat to the safety of others, it is preferred that a request for prosecution be forwarded to the appropriate prosecuting

# SCHOOL RESOURCE OFFICER POLICY

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attorney unless it has been agreed upon that discipline will be administered by school officials. An arrest warrant or criminal summons may then be issued and served at a later time.

- b. Unless already detained by the SRO, school officials will contact the offending student at a time and place of the school officials' choice. The student will be brought to a private location, apart from other students. The student will be arrested in accordance with state law and department policy, and transported to the Park County detention center per department policy. If a student is arrested on school property, a reasonable attempt shall be made to notify a parent or guardian as soon thereafter as practical.

## H. Search and Seizure

1. When requested by school officials, the SRO may assist school personnel in searching the property or possessions of a student when done in compliance with school policy. In these situations, the SRO is merely assisting school officials in order to protect the safety of all persons involved. Items seized will remain in the custody of school officials. Contraband or weapons that are recovered will be turned over to the SRO for eventual destruction or disposal. The school, in accordance with school policy, will administer discipline resulting from evidence recovered during a search made by school officials. Criminal prosecution will not be considered, except in cases of serious felony offenses, and mutually agreed upon by the SRO, school officials and the city or county attorney. If evidence is recovered that warrants a criminal investigation, or criminal charges may arise, the city or county attorney will be notified as soon as practical. He/she will determine the legality of the search, provide legal advice and assist in the issuance of a search warrant if deemed necessary.
2. The SRO shall respect the constitutional rights of students to be free from unreasonable searches and seizures. Searches of a student's person, property or possessions initiated by the SRO shall be in strict compliance with department policy, state law and constitutional guidelines. Searches of any nature shall only be conducted when there is probable cause to believe the search will uncover evidence that a student has committed, is committing, or is

# SCHOOL RESOURCE OFFICER POLICY

Effective Date: March, 2012

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about to commit a criminal offense. Situations which would justify any restrictive search on school property include:

- a. Pat down search of a person following a custodial arrest for the purpose of protecting the officer and others, or collecting evidence or fruits of the crime.
  - (1) SRO officers will not conduct a pat down search on someone of the opposite sex. They should request that a school official of the same sex conduct the search.
- b. Pat down search of a person if the SRO has reasonable suspicion the person possesses a weapon or destructive device.
- c. Search of a common area in which no expectation of privacy exists.
- d. Following the consent of the student, the school principal or vice principal, and their parent or guardian.
- e. Execution of a valid search warrant.

## **VIII. Use of Force**

- A. SRO's are expected to provide security on school property, and take reasonable actions to protect the safety of students, faculty and visitors. Given these expectations, the possibility exists that there may be a need to use reasonable levels of force to accomplish these means. SRO's are entitled to use that force, including deadly force, which is objectively reasonable to make an arrest or gain control of a situation, and is in strict accordance with the Livingston Police Department's Use of Force Policy and applicable state laws. Officer safety, citizen safety, and the overall goals and objectives of the SRO program must be considered in all use of force decisions.

## **IX. Dress Code**

- A. SRO's are representatives of the Livingston Police Department and should project a professional image at all times when on duty or attending school functions. They are required to adhere to police department regulations regarding proper dress and grooming, and will wear the prescribed uniform of the Livingston Police Department while on duty or while attending functions as a representative of the police department. If approved by the Chief of Police and the respective school principal, SRO's may instead wear the appropriate "plain clothes" during certain

# SCHOOL RESOURCE OFFICER POLICY

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days or at certain times. The SRO will carry their duty weapon, badge and department identification with them at all times while on duty or while acting in their official capacity. If the SRO is carrying a weapon while wearing “plain clothes” at public functions, it should be properly concealed or otherwise carried in compliance with state law and as specified in Standard Operating Procedure #017. SRO’s providing security at school functions will wear the prescribed uniform and all normal duty equipment unless otherwise approved by the chief of police.

## **X. Conduct**

- A. The school resource officer’s personal behavior and attitude must be beyond reproach. He/she must refrain from any conduct which adversely affects the school environment or tends to bring discredit to him/herself, the police department or the school district.
- B. The SRO shall not use harsh, sarcastic, abusive, coarse, profane or insulting language in the execution of their duties.
- C. The SRO shall not use their official position for personal gain, to include accepting gratuities or gaining free admission to any public event. It is recognized that the SRO’s presence at school functions is encouraged and beneficial toward accomplishing the over-all goals of the SRO program. Exceptions may include privileges that are granted
- D. The SRO shall comply with all school rules, regulations and policies regarding personal conduct

## **XI. Evaluations**

- A. The Chief of Police will develop an evaluation system in which all SRO’s will be evaluated twice yearly, or more often if need be. Applicable school principals shall participate in the evaluations.

## **XII. Written Reports**

- A. All action taken or investigations conducted by the SRO resulting from a violation of criminal law will be properly documented in a timely manner, including entering all necessary data and written narrative reports into the Livingston Police Department’s computerized records maintenance system. Citations, youth offense reports and other documents will be filed in a timely manner.



# SCHOOL RESOURCE OFFICER POLICY

Effective Date: March, 2012

Supersedes Policy Dated: Fall 2001



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- B. Action taken or investigations conducted (of significance) that do not involve a violation of criminal law, or are of a minor nature and criminal charges will not be initiated, will be documented in writing. The SRO will maintain this documentation. The SRO shall organize and maintain personal files that contain information and documentation necessary to enhance the program and evaluate its effectiveness. Such documentation may include; activity logs, written reports, instructional lesson plans, written correspondence, statements, criminal activity intelligence, personal notes, and other information deemed appropriate by the SRO, school officials or police department administration.

## **XIII. Confidentiality**

- A. The SRO will comply with state law, department policy and school district policy regarding the dissemination of confidential information.

## AGREEMENT

AGREEMENT (this "Agreement") made this 4th day of September, 2018, 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 Livingston School Districts No. 1 and No. 4, each a political subdivision of the State of Montana, with their principal office located at 132 South B Street, Livingston, MT, 59047 (hereinafter collectively referred to as the "School District").

### RECITALS.

WHEREAS, both the City and the School District believe it is in the best interests of the community to have a School Resource Officer (SRO) on staff on the campuses of the Livingston School District; and

WHEREAS, the City and the School District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the City and the School District with respect to the SRO Program.

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

1. Purpose: The purpose of this agreement is to provide a police officer to serve as the SRO to perform the duties set forth herein during all days that school is in session, or as assigned to work school related functions during the school year, except absences due to officer sick leave, vacation leave, departmental training or when called to duty for an emergency elsewhere.
2. Duration of Agreement. This agreement shall be for school years 2018-2019, 2019-2020 and 2020-2021, terminating on the last day of 2017-2018 school year.
3. Duties of SRO: The primary duties of the SRO will be to work with the school administration to maintain a peaceful and safe campus environment, to provide security for school related functions when needed, and to perform the duties set forth and defined in the Livingston Police Department Policy Manual – School Resource Officer Policy, as such document may be amended from time to time by the chief of police or upon recommendations of legal counsel, which document is attached hereto and incorporated herein as Exhibit A (the "Policy"); The SRO's time will be divided between the campuses of Park High School and Sleeping Giant Middle School and at such additional areas as the parties may agree from time-to-time; however, it is expected the SRO will serve primarily on the campus of Park High School; with periodic visibility at the elementary and middle schools. In addition to the terms and conditions set forth in this Agreement, the SRO Program will be guided by the Policy.
4. School District's Responsibility. The School District shall provide office space and a parking spot for the SRO. The School District through its administration shall

cooperate with the SRO in implementing the SRO program set forth in Paragraph No. 3 and the Policy.

- 5. City's Responsibilities. The City shall provide a police officer and the necessary equipment routinely used by a Livingston Police Officer. The Livingston Chief of Police, and/or Assistant Chief of Police, will meet with the Park High School Principal, and/or Vice-Principal, at least once a semester to evaluate the SRO program and the SRO's performance.
- 6. Funding. The School District agrees to pay 50% of the SRO's wages and benefits for School Years 2018-2019, 2019-2020 and 2020-2021. The School District's portion shall be made payable to the City of Livingston who shall be responsible for administering said SRO's wages and benefits. The School District shall pay quarterly, on or before November 15<sup>11</sup>, January 15<sup>11</sup>, April 15<sup>11</sup>, and July 15<sup>11</sup> during each year of this contract upon receipt of invoice from the City.
- 7. Termination of Agreement. The parties may terminate this agreement with or without cause upon 30 days written notice to the other party.

CITY OF LIVINGSTON

SCHOOL DISTRICTS NOS. 1 AND 4

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

\_\_\_\_\_  
Superintendent of Schools

**Backup material for agenda item:**

RESOLUTION NO. 4815 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO DISCONTINUE AND VACATE A PORTION OF THE UNDEVELOPED NORTH D STREET BETWEEN MONTANA STREET AND THE LIVINGSTON DITCH, AND BETWEEN BLOCKS 23 AND 24, ALL LOCATED IN THE ORIGINAL TOWNSITE OF THE CITY OF LIVINGSTON, MONTANA AND CALLING FOR A PUBLIC HEARING.

**RESOLUTION NO. 4815**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO DISCONTINUE AND VACATE A PORTION OF THE UNDEVELOPED NORTH D STREET BETWEEN MONTANA STREET AND THE LIVINGSTON DITCH, AND BETWEEN BLOCKS 23 AND 24, ALL LOCATED IN THE ORIGINAL TOWNSITE OF THE CITY OF LIVINGSTON, MONTANA, AND CALLING FOR A PUBLIC HEARING.**

**WHEREAS**, Kathrine and Kelvin Hoover, of 320 East Montana Street, Livingston, Montana have petitioned the City to vacate a portion of the undeveloped North D Street right-of-way located between Montana Street and the Livingston Ditch, and between Blocks 23 and 24, all located in the Original Townsite to the City of Livingston, Montana, on file and of record in the office of the Clerk and Recorder of Park County, Montana; and

**WHEREAS**, that portion of undeveloped North D Street being proposed for vacation is described as being that portion of the undeveloped North D Street right-of-way east of Lots 13 through 22 on Block 24 and west of Lots 23 through 32 on Block 23, south of East Montana Street and north of the Livingston Ditch all according to the plat of the Original Townsite of the City of Livingston, Montana, on file and of record in the office of the Clerk and Recorder of Park County, Montana, and depicted by Exhibit A (aerial photograph) and B (drawing of Blocks 23 and 24 of the Original Townsite) attached; and

**WHEREAS**, the owners of all lots located adjacent to the undeveloped North D Street are as follows:

Kathrine and Kelvin Hoover, who own Lots 13-22 of Block 24 Original Townsite; and reside at 320 E. Montana St., Livingston; and

Kathrine Hoover and Anna Jean Miller, who own Lots 23-29 of Block 23 Original Townsite, and reside at 508 N. B. St., Livingston; and

Misty E. Raney, who owns Lots 30-32 and 13-15 of Block 23 Original Townsite, and reside at 515 N. E St., Livingston.

**WHEREAS**, § 70-16-202 Montana Code Annotated (MCA) provides that the owner of land bounded by a street is presumed to own to the center of the street, unless the contrary can be shown; and

**Resolution No. 4815**

**Intent to vacate a portion of undeveloped D Street between Montana Street and the Livingston Ditch, and between Blocks 23 and 24, all located in the Original Townsite of the City of Livingston, Montana.**

**WHEREAS**, the Development Review Committee for the City has reviewed said petition and has recommended that the vacation be granted as the above-described portion of the undeveloped North D Street right-of-way will never be developed; and

**WHEREAS**, § 7-14-4115 MCA provides that any discontinuance shall not affect the right of any public utility to continue to maintain its plant and equipment in any such street or alley so discontinued; and

**WHEREAS**, it appears that the street vacation can be done without detriment to the public interest; and

**WHEREAS**, § 7-14-4114 MCA requires the City to publish notice of its intent to discontinue said streets and alleys, providing an opportunity to comment on said proposed street vacation.

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

That it is the intent of the City Commission to discontinue and vacate that portion of the undeveloped D Street right-of-way east of Lots 13 through 22 on Block 24 and Lots 23 through 32 on Block 23 south of East Montana Street and north of the Livingston Ditch all according to the plat of the Original Townsite of the City of Livingston, Montana, on file and of record in the office of the Clerk and Recorder of Park County, Montana,

**BE IT FURTHER RESOLVED**, that the Recording Secretary publish notice of the City Commission's intent to discontinue and vacate said street as set forth in the notice attached hereto as Exhibit C.

Dated this \_\_\_\_ day of August, 2018.

---

**DOREL HOGLUND - Chairperson**

**Resolution No. 4815**

**Intent to vacate a portion of undeveloped D Street between Montana Street and the Livingston Ditch, and between Blocks 23 and 24, all located in the Original Townsite of the City of Livingston, Montana.**

**Page 2**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4815**  
**Intent to vacate a portion of undeveloped D Street between Montana Street and the Livingston Ditch, and between Blocks 23 and 24, all located in the Original Townsite of the City of Livingston, Montana.**  
**Page 3**

**Exhibit C to Resolution No. 4815****NOTICE**

A public hearing will be held by the City Commission of Livingston, Montana, on September 4, 2018 at 6:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on **RESOLUTION NO. 4815** entitled **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO DISCONTINUE AND VACATE A PORTION OF THE UNDEVELOPED D STREET BETWEEN MONTANA STREET AND THE LIVINGSTON DITCH, AND BETWEEN BLOCKS 23 AND 24, ALL LOCATED IN THE ORIGINAL TOWNSITE OF THE CITY OF LIVINGSTON, MONTANA, AND CALLING FOR A PUBLIC HEARING.**

All interested persons are invited to attend the public hearing, to make comments or make objections to said assessments. For additional information contact the City of Livingston at 414 East Callender Street, Livingston, MT, 59047, or by phone at 823-6007.

(Publish twice at least 6 days apart and the notice needs also to be posted and copies made available to the public and mail notice to Kathrine and Kelvin Hoover and Anna Jean Miller and Misty Raney)

**Resolution No. 4815**

**Intent to vacate a portion of undeveloped D Street between Montana and the Livingston Ditch, and between Blocks 23 and 24, all located in the Original Townsite of the City of Livingston, Montana.**

**Page 4**





# Application For Street Vacation

114

May 11, 2018

Kathrine and Kelvin Hoover  
320 E Montana St  
Livingston, MT 59047  
406 220 2143  
[kkhoover@aol.com](mailto:kkhoover@aol.com)

To Whom It May Concern,

We are requesting the **city vacate N. "D" St between E. Montana St and E. Gallatin St.** The section from E. Gallatin north to the alley has actually already been vacated according to city records so we're actually only requesting the remainder from the alley north to E Montana St.

The hill makes it seemingly impossible to ever utilize a road through this section.

Our long range plan is to work with the city to develop the lots between N. D St and N. E St that we also currently own. Kathrine and Kelvin Hoover have title to lots 13 – 22 of Block 24 of Original Townsite on which our house sits. Kathrine holds title with her Mother, Anna Jean Miller, to lots 16 – 29 of Block 23 of Original Townsite.

With the vacation of N. D St we may be able to build one more house up on the hill and then develop the rest of block 23 utilizing N. E St as the access point.

We are currently working with **Stahly Engineering** for the initial process for land use.

## **Property Owners Abutting This Section:**

1. Kathrine and Kelvin Hoover – Lots 13 – 22 of Block 24 Original Townsite  
320 E Montana St, Livingston, MT 59047
2. Kathrine Hoover and Anna Jean Miller – Lots 23 – 29 of Block 23 Original Townsite  
Anna Jean Miller – 508 N. B St, Livingston, MT 59047
3. Misty E Raney – Lots 30 – 32 and 13 – 15 of Block 23 Original Townsite  
515 N. E St, Livingston, MT 59047

## **Find Attached:**

1. City Map of area with dwellings of abutting property drawn in and those who hold title to these lots.
2. Montana Catastral Map and Topo Map
3. Google Maps showing the area where N D St would be located.
4. Utility consent to abandon this section of N. D St

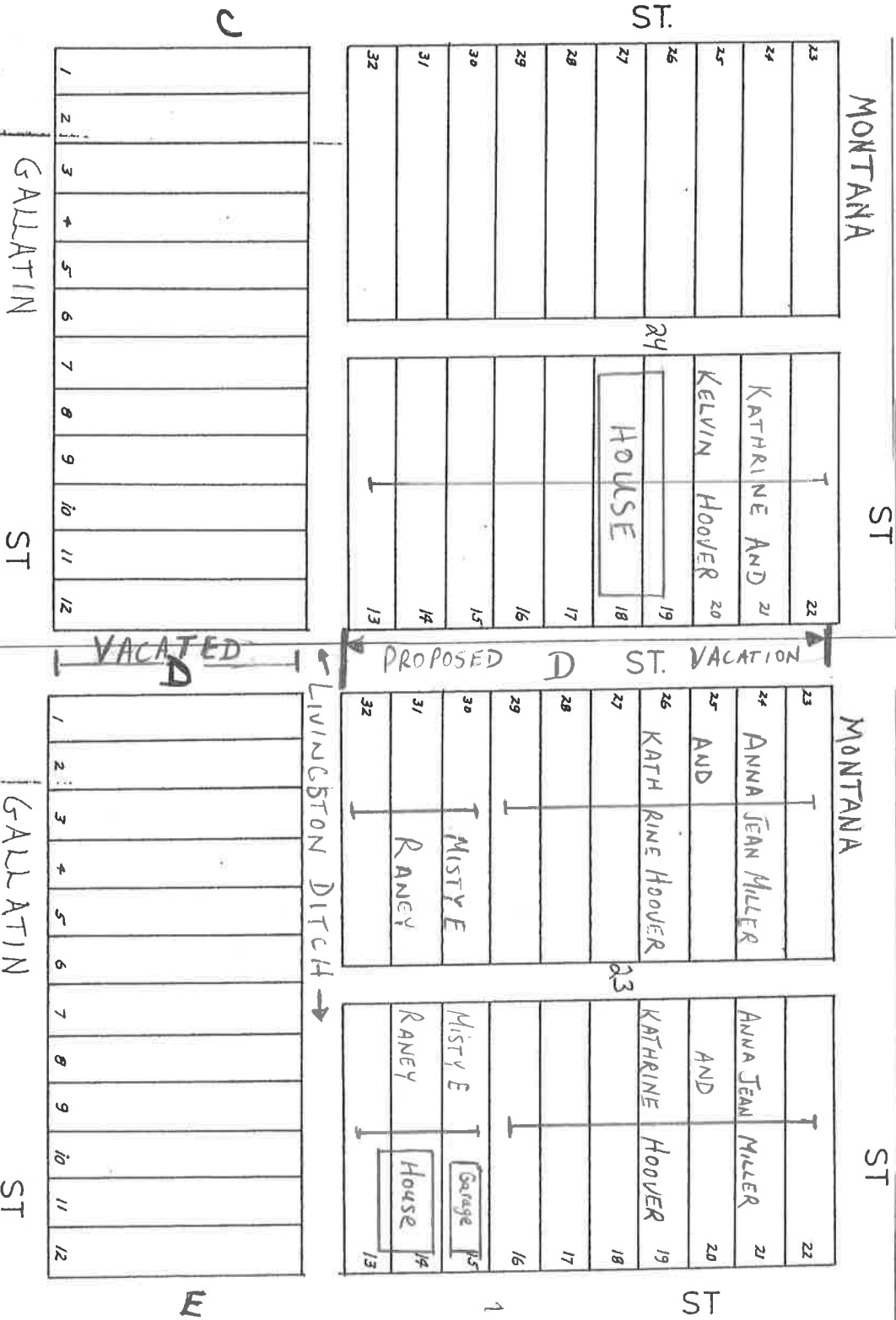


Imagery ©2018 Google, Map data ©2018 Google 100 ft

Our house on E. Montana + N D St.

BLOCK 24 ORIGINAL TOWNSITE

BLOCK 23 ORIGINAL TOWNSITE



**Michael Kardoes**  
*City Manager*  
[citymanager@livingstonmontana.org](mailto:citymanager@livingstonmontana.org)  
(406) 823-6000 Phone



**Chair**  
*Dorel Hoglund*  
**Vice Chair**  
*Quentin Schwarz*  
**Commissioners**  
*Mel Friedman*  
*Sarah Sandberg*  
*Warren Mabie*

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June 1, 2018

**MEMORANDUM**

**TO:** City Manager

**FROM:** Development Review Committee

**SUBJECT:** Street Vacation; 500 Block North D Street

Mr. Kardoes,

At their meeting on May 29, 2018 the DRC reviewed the request by Mr. Hoover, to vacate the portion of D Street south of Montana Street to the "T" alley. D Street has already been vacated from the "T" alley south to Gallatin Street. The street has never been developed in this location due to the steep slope and the need for a ditch crossing.

The DRC recommends approval of this street vacation.



*Our house at Montana + D St.*



Image capture: Aug 2012 © 2018 Google

Livingston, Montana

Google, Inc.

Street View - Aug 2012



*This is on N. E St looking West toward N. D St showing the hill beginning to drop off.*

*Our house 320 E. Montana St.*



Google

Image capture: Aug 2012 © 2018 Google

Livingston, Montana

Google, Inc.

Street View - Aug 2012



*This is E. Gallatin approximately where "D" st  
 is currently vacated looking North up the hill  
 with a little view of our house*



Tip of our house at Montana + D St.

121



Image capture: Aug 2012 © 2018 Google

Livingston, Montana

Google, Inc.

Street View - Aug 2012



This shows corner of C St + E. Gallatin looking North up the hill.

320 E. Montana St



Image capture: Aug 2012 © 2018 Google

Livingston, Montana



Street View - Aug 2012



Corner of N. D St + E. Montana looking South where D St would go over the hill.



Kelvin Hoover  
320 E. Montana Street  
Livingston, MT 59047

May 1, 2018

**RE: Vacation of N. D St., section between E. Montana St. to E. Gallatin St.**

Dear Kelvin,

NorthWestern Energy does not currently have any electrical or gas facilities in the section of N. D St. between E. Montana St. and E. Gallatin St. For this reason, NorthWestern Energy is not opposed to the vacation of this section of N. D St. Please note, that if any future customers would like electrical or gas service in this area of N. D St., easements would need to be provided at that time.

Please let me know if you have any questions or require any further information.

Sincerely,

Matt Fettig, P.E.  
**Livingston District Manager**

224 S. B Street  
Livingston, MT 59047

**Backup material for agenda item:**

- G. RESOLUTION NO. 4821 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING THE WATER AND SEWER EXTENSION FOR THE TRANSFER STATION SOLID WASTE DEPARTMENT.**



Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution 4821

**Requested by:** Michael J. Kardoes, City Manager

**Date of First Consideration/Status:** 4 September 2018, Approval to accept the Sewer Main extension in 11<sup>th</sup> Street per Section 14-13 of the Livingston Municipal Code.

**Purpose of Legislation:** City Commission acceptance of the Water and Sewer Main Extension.

**Statutory Authority/Reference:** Livingston Municipal Code Section 14-13

**Background:** The 348 foot 10-inch sewer main extension and 384 foot 8-inch water main extension is necessary for the construction of a shop and office for the Solid Waste Department. It also adds fire protection for the facilities nearby. The City had TD&H generate plans and specification for the sewer and water main extension. The plans were approved by DEQ on December 14, 2017. Construction started in April and was completed in May. Construction was performed by the City Water and Sewer Department Personnel.

**Staff Recommendation:** The City Manager recommends the City Commission approve and accept the water and sewer extension for the City Transfer Station.

**Fiscal Impact:** The utility extensions were a budgeted item for FY 17/18 for \$55,000. The final project costs were less than \$25,000. Future maintenance will be the responsibility of the Public Works Department.

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

**Attachments:** As-built Plan Sheets, Montana DEQ Approval Letter, Memo from the Public Works Director

**RESOLUTION NO. 4821**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING THE WATER AND SEWER EXTENSION FOR THE TRANSFER STATION SOLID WASTE DEPARTMENT.**

**WHEREAS**, in connection with development and construction of the City Transfer Station as part of the City system per §13-95 of the Livingston Municipal Code and is necessary for the construction of a shop and office for the Solid Waste Department, as well as adding for protection for the facilities nearby;

**WHEREAS**, the new water utility lines are connected to the City of Livingston's existing water systems and are waiting for the City's acceptance;

**WHEREAS**, the Code of Ordinances, City of Livingston, Montana, provides that the City of Livingston's water and sewer systems can be extended;

**WHEREAS**, Public Works Director Shannon Holmes, on behalf of the City of Livingston, has requested that the City of Livingston accept the aforementioned water and sewer lines into the City's existing system, per Livingston Code of Ordinances § 13-95;

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

That the water and sewer extension on 11<sup>th</sup> Street for the shop and office for the Solid Waste Department, is hereby accepted into the City of Livingston's water and sewer utility systems.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of September, 2018.

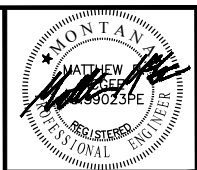
\_\_\_\_\_  
**DOREL HOGLUND – Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



DEC SUBMITTAL	REVISION
11.22.17	DATE
	REV



DRAWN BY:	BJE
DESIGNED BY:	BJE
QUALITY CHECK:	MRM
DATE:	11/22/2017
JOB NO.:	B15-081
FIELDBOOK	

**LIVINGSTON TRANSFER STATION**  
 LIVINGSTON, MONTANA  
**SEWER PLAN AND PROFILE**

### LEGEND

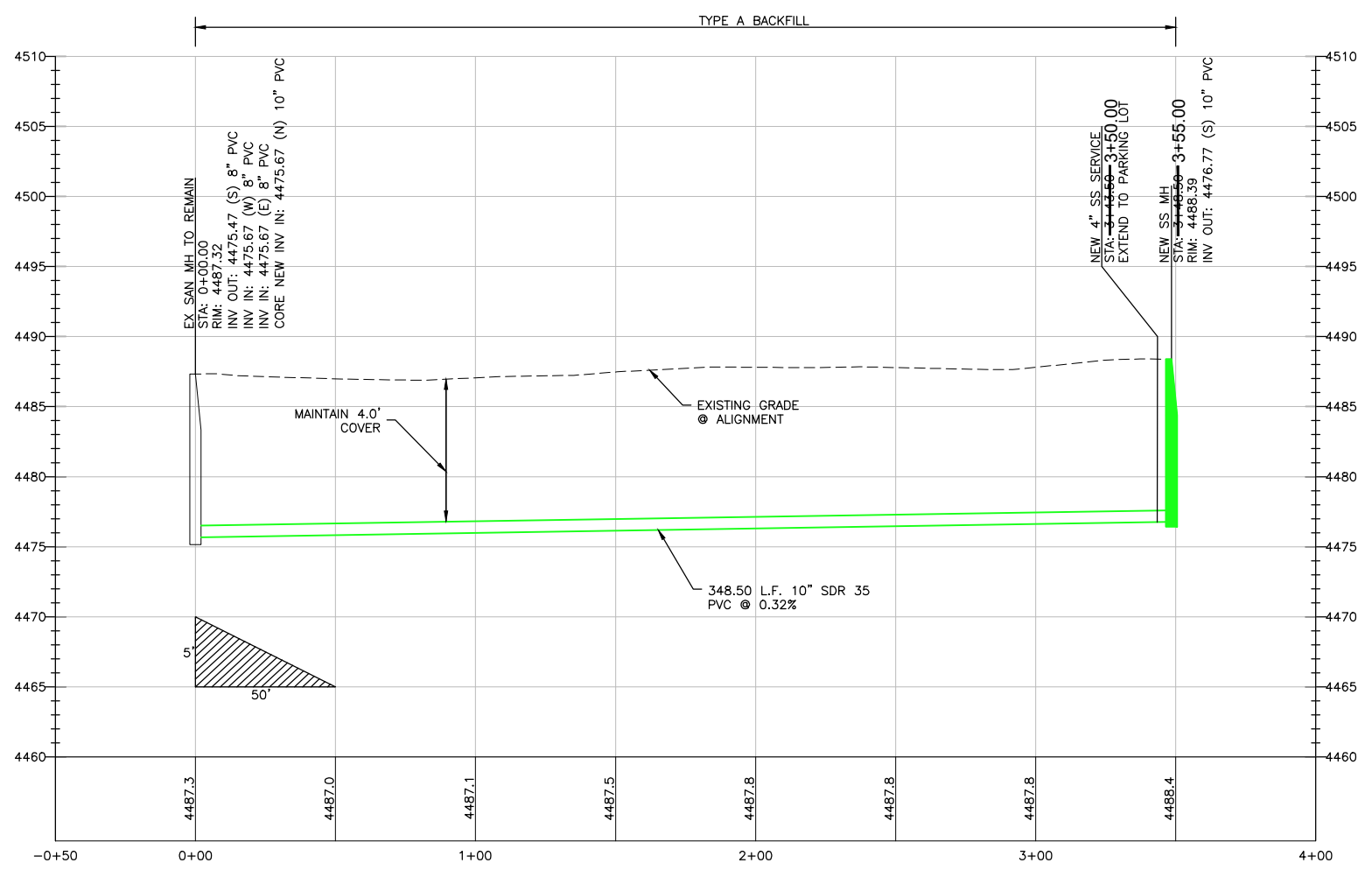
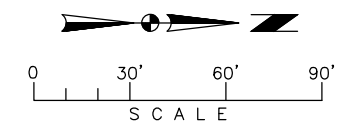
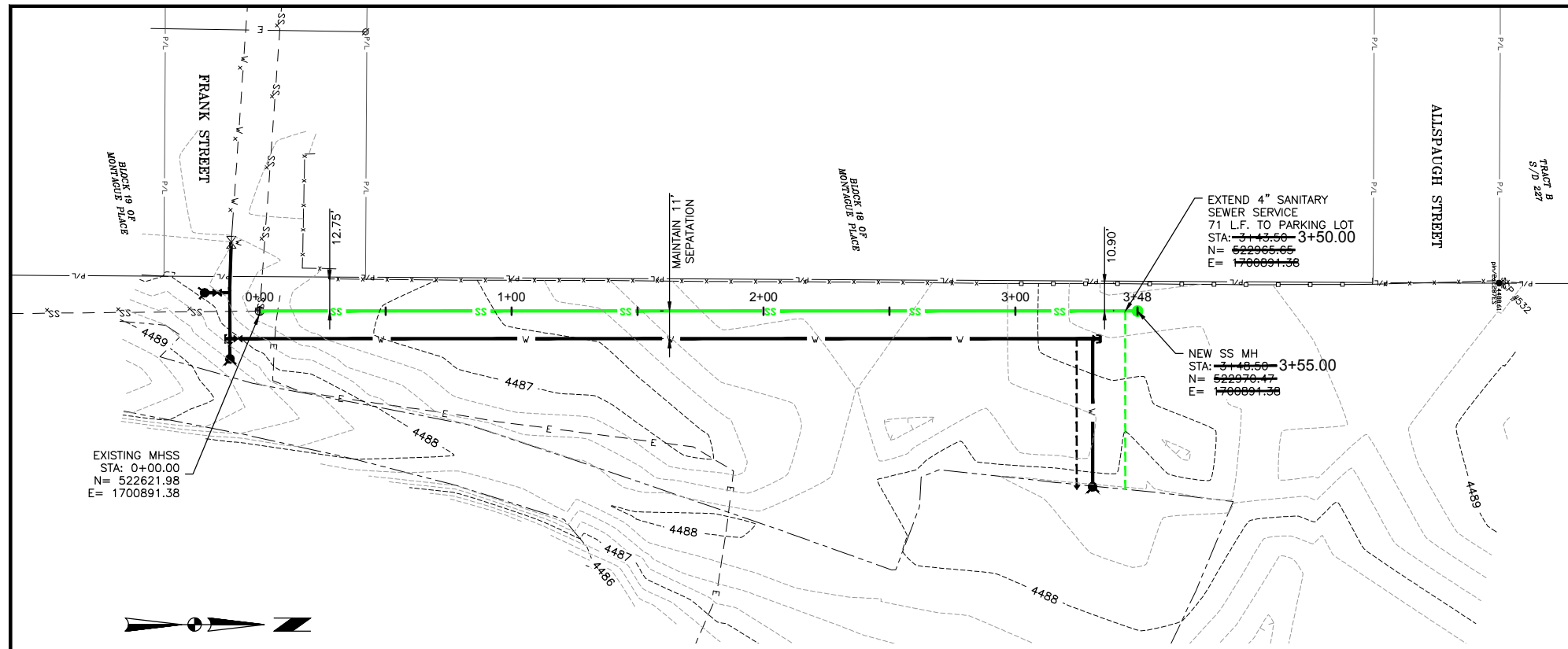
NEW	EXISTING	DESCRIPTION
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		CURB STOP
		EASEMENT LINE
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		FIRE HYDRANT
		PROPERTY LINE
		PROPERTY PIN
		SANITARY SEWER
		SANITARY SEWER MANHOLE
		TELEPHONE RISER
		TRAFFIC SIGN
		UNDERGROUND ELECTRIC
		UNDERGROUND FIBER-OPTIC
		UTILITY DELINEATOR POST
		WATER VALVE
		WATER MAIN

### GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN WRITING AND SHALL BE RESPONSIBLE FOR SECURING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE BEGINNING EXCAVATION. ALL UTILITIES MAY NOT BE SHOWN IN THESE PLANS.
2. ALL POWER, TELEPHONE AND OTHER UTILITY POLES OR GUY WIRES WHICH INTERFERE WITH THE CONSTRUCTION SHALL BE REMOVED OR RELOCATED BY THE UTILITY COMPANY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY PERMITS.
4. ALL STREET & TRAFFIC SIGNS THAT INTERFERE WITH CONSTRUCTION SHALL BE REMOVED & RESET BY CONTRACTOR OR UTILITY COMPANY.
5. CONTRACTOR SHALL REMOVE AND REPLACE OR DISPOSE OF ANY OBSTACLE (FENCES, CONCRETE SLABS, ETC.) THAT INTERFERE WITH CONSTRUCTION UPON APPROVAL OF PROJECT ENGINEER.
6. CONTRACTOR SHALL FIELD VERIFY LINE AND GRADE OF EXISTING UTILITY CONNECTIONS PRIOR TO ORDERING MATERIAL.
7. ALL CONSTRUCTION SHALL CONFORM TO 6TH EDITION OF THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS AND THE CITY OF LIVINGSTON MODIFICATIONS TO THE 6TH EDITION OF THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS.
8. THE LOCATIONS OF UNDERGROUND UTILITIES ARE BASED ON A ONE-CALL UTILITY LOCATE SURVEY. ALL UTILITIES MAY NOT BE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO EXCAVATION AND SHALL PRESERVE AND PROTECT THEM (UNDERGROUND AND OVERHEAD) AT ALL TIMES DURING CONSTRUCTION.
9. ANY DAMAGE TO EXISTING ASPHALT WILL BE REPAIRED OR REPLACED IN KIND, UNLESS SPECIFICALLY MENTIONED OTHERWISE ON THE DRAWINGS.
10. CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL NECESSARY FOR WORK WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH MUTCD.
11. ALL SIGNING, STRIPING, SIDEWALKS AND RAMPS SHALL CONFORM WITH THE MOST CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ADA REQUIREMENTS.
12. CONTRACTOR SHALL PROVIDE ROUTINE CLEANING/SWEEPING OF MATERIAL THAT IS DRAGGED ONTO ADJACENT STREETS.
13. THE CONTRACTOR SHALL NOTIFY THE CITY OF LIVINGSTON A MINIMUM OF 48-HOURS PRIOR TO BEGINNING ANY WORK.
14. IF GRADES SHOWN CONFLICT WITH SPOT ELEVATIONS, SPOT ELEVATIONS SHALL GOVERN.

### SANITARY SEWER

1. ALL SERVICE LINES ARE TO BE 4" SDR 35 PVC UNLESS NOTED OTHERWISE ON PLANS.
2. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN OUTSIDE OF SEWER PIPE AND OUTSIDE OF WATER MAIN.
3. MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION BETWEEN OUTSIDE OF SEWER PIPE AND OUTSIDE OF WATER PIPE AT CROSSINGS.
4. CONTRACTOR SHALL FIELD VERIFY LINE AND GRADE OF EXISTING CONNECTIONS.
5. INSTALL DETECTABLE WARNING TAPE CENTERED OVER ALL SEWER LINES AND SERVICES. INSTALL A MINIMUM OF 18" AND A MAXIMUM OF 24" BELOW FINISHED GRADE.
6. ALL NEW SEWER MAINS WILL BE VIDEO TAPED.



**RECORD DRAWINGS**

APPROVED

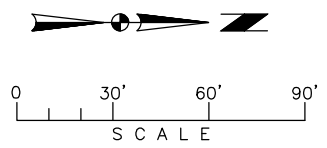
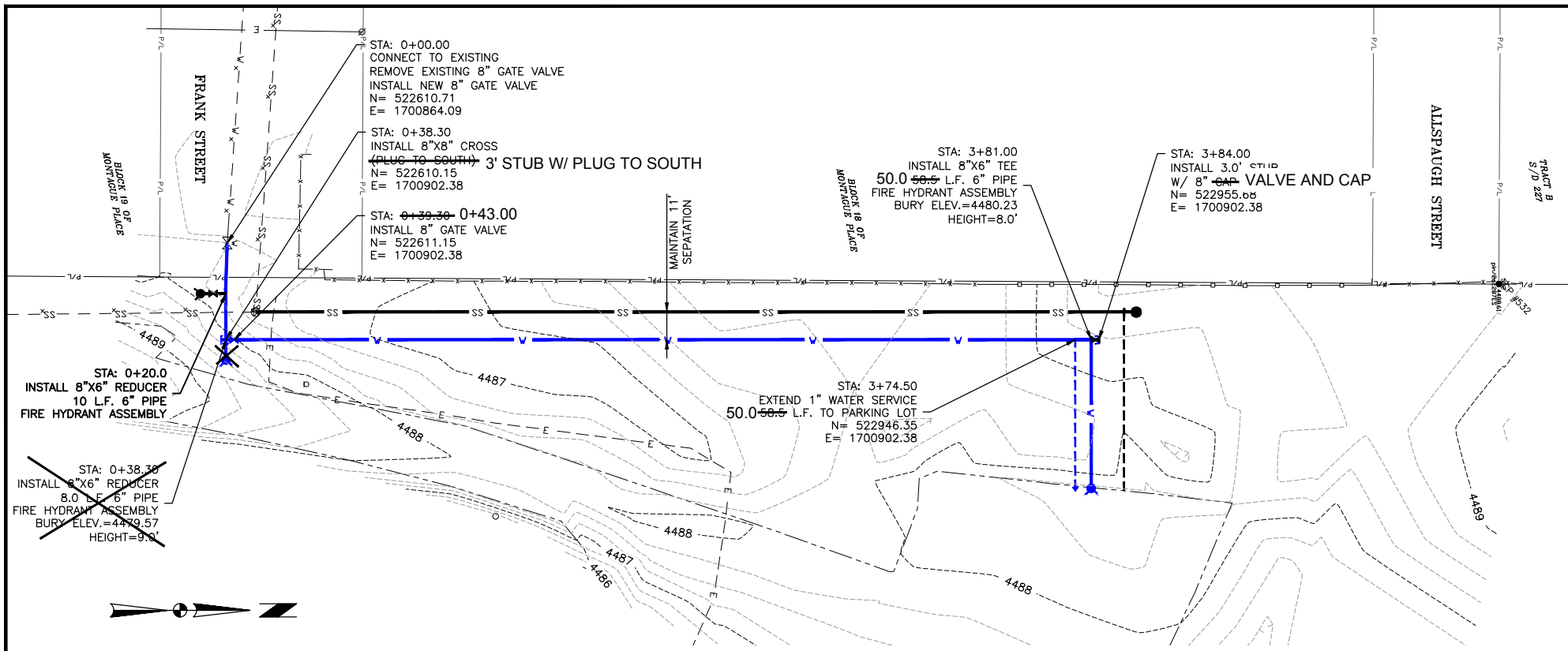
NAME: Matthew Reed      PROJECT MANAGER      8/14/2018      DATE

**TD&H Engineering**

406.586.0277 • tdhengineering.com

234 E. BABCOCK ST., SUITE 3 • BOZEMAN, MONTANA 59715

THESE RECORD DRAWINGS WERE PREPARED BASED UPON CONSULTANT DESIGN DRAWINGS, ADDENDA AND FIELD NOTES PROVIDED BY THE CONSTRUCTION CONTRACTOR.



**LEGEND**

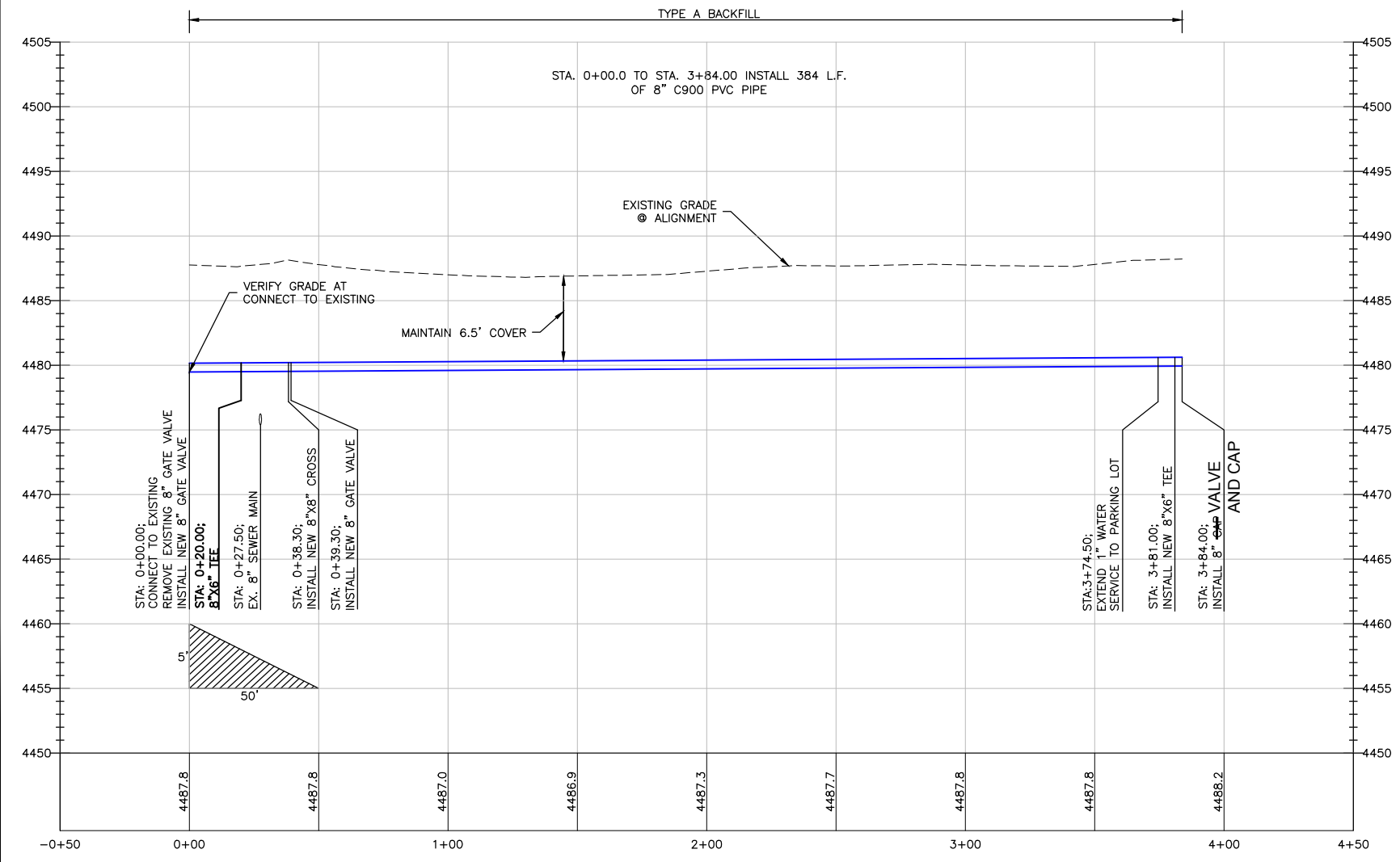
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		WATER VALVE
		WATER MAIN

**GENERAL NOTES**

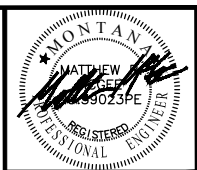
- FOR GENERAL NOTES PLEASE REFERENCE PLAN SHEET C5.0 SEWER PLAN AND PROFILE.

**WATER NOTES**

- ALL WATER LINES TO MAINTAIN A MINIMUM OF 6.5' OF COVER TO TOP OF PIPE. WATER LINES SHALL BE INSTALLED AT DEEPER DEPTHS, ON UNIFORM GRADES AS NECESSARY TO PREVENT LOCAL OR INTERMEDIATE HIGH SPOTS WHERE AIR CAN COLLECT.
- ALL WATER PIPING TO MEET ALL LOCAL, STATE AND NATIONAL PLUMBING CODES.
- MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION BETWEEN OUTSIDE OF SEWER/STORM DRAIN PIPE AND OUTSIDE OF WATER PIPE AT CROSSINGS.
- MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN OUTSIDE OF SEWER/STORM DRAIN PIPE AND OUTSIDE OF WATER PIPE.
- ANY EXISTING OR NEW VALVES WHICH CONTROL THE CITY OF LIVINGSTON'S WATER SUPPLY SHALL BE OPERATED BY CITY OF LIVINGSTON PERSONNEL ONLY.
- ALL FITTINGS SHALL BE MECHANICAL JOINT (MJ) UNLESS NOTED OTHERWISE ON PLANS.
- THE CONTRACTOR SHALL INSTALL MECHANICAL RESTRAINTS ON ALL FITTINGS, VALVES & FIRE HYDRANTS PER MANUFACTURERS RECOMMENDATIONS.
- ALL DUCTILE OR CAST IRON FITTINGS, VALVES, ETC. SHALL BE DOUBLE WRAPPED IN POLYETHYLENE.
- ALL WATER SERVICES TO BE 200 PSI SDR 7 AWWA C901 POLYETHYLENE (PE) PIPE AND INCLUDE PIPE, CURB STOP, CORPORATION STOP, AND SERVICE SADDLE OF THE SIZE INDICATED ON THE PLANS.
- MAIN LINE WATER VALVES SHALL BE A MECHANICAL JOINT x MECHANICAL JOINT (MJxMJ) FITTING. VALVES TO BE MUELLER A2360 RESILIENT WEDGE GATE VALVE.
- CONTRACTOR SHALL FIELD VERIFY LINE AND GRADE OF EXISTING CONNECTIONS.
- THE CONTRACTOR SHALL PLUG ALL OPENINGS ON EXISTING WATER MAINS AND WATER SERVICES ABANDONED IN PLACE. CONTRACTOR SHALL REMOVE ALL ABANDONED WATER MAIN NECESSARY TO CONSTRUCT NEW MAIN.
- EXISTING PIPELINES AND FITTINGS ARE SHOWN, BASED ON AS CONSTRUCTED DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATING PIPELINES AND FITTINGS AND CONFIRMING CONNECTION REQUIREMENTS PRIOR TO ORDERING NEW FITTINGS.
- THE CONTRACTOR SHALL SALVAGE AND DELIVER TO THE OWNER ALL EXISTING FIRE HYDRANTS OR FITTINGS REMOVED AS PART OF THE PROJECT AND REQUESTED BY THE OWNER.
- WATER LINE DEFLECTION SHALL BE LIMITED TO PIPE MANUFACTURER'S RECOMMENDATIONS.
- INSTALL DETECTABLE WARNING TAPE CENTERED OVER ALL WATER LINES. INSTALL TAPE A MINIMUM OF 18" (IF POSSIBLE) AND A MAXIMUM OF 24" BELOW FINISHED GRADE.
- ALL PLUMBING IN THIS PROJECT WILL MEET REQUIREMENTS IN THE LATEST EDITION OF THE UNIFORM PLUMBING CODE.



**RECORD DRAWINGS**  
 APPROVED  
 PROJECT MANAGER: [Signature] DATE: 8/14/2018  
 NAME: [Signature] TITLE: [Signature] DATE: [Signature]  
**TD&H Engineering**  
 406.586.0277 • tdhengineering.com  
 234 E. BABCOCK ST., SUITE 3 • BOZEMAN, MONTANA 59715  
 THESE RECORD DRAWINGS WERE PREPARED BASED UPON CONSULTANT DESIGN DRAWINGS, ADDENDA AND FIELD NOTES PROVIDED BY THE CONSTRUCTION CONTRACTOR.



REV	DATE	REVISION

**TD&H Engineering**  
 406.586.0277 • tdhengineering.com  
 234 E. BABCOCK ST., SUITE 3 • BOZEMAN, MONTANA 59715

DRAWN BY: BJE  
 DESIGNED BY: BJE  
 QUALITY CHECK: MRM  
 DATE: 11/22/2017  
 JOB NO. B15-081  
 FIELDBOOK

**LIVINGSTON TRANSFER STATION**  
 LIVINGSTON, MONTANA

**WATER PLAN AND PROFILE**





**Matt McGee, PE**  
**TD&H Engineering**  
 234 East Babcock Street, Suite 3  
 Bozeman, Montana 59715

December 14, 2017

**Re: Transfer Station Water & Sewer Extension**

**Livingston**

**EQ# 18-1577**

Dear Mr. McGee:

Plans and specifications for the subject project have been reviewed by personnel of the Public Water Supply Plan Review Section and were found to be satisfactory. Approval of these plans is hereby given; a copy of the plans bearing the approval stamp of the Department is enclosed. Approval is based on the plans and certified water and sanitary sewer extension checklists received December 11, 2017 under the seal of **Matthew R. McGee, 39023PE**. The plans were reviewed in accordance with Department design standards DEQ-1 and DEQ-2. This project approval includes the extension of 8-inch water and 10-inch sanitary sewer in Garnier Avenue in Livingston.

Approval is given with the understanding that any deviation from the approved plans and specifications will be submitted to the Department for reappraisal and approval. Prior to operation of the public water system, certification must be submitted to the Department that the system, or portion of the system constructed, altered, or extended to that date, was completed in substantial accordance with plans and specifications approved by the department and there are no deviations from the design standards of the applicable circulars other than those previously approved by the Department. Within 90 days following completion of the project, a complete set of "as-built" record drawings must be signed, stamped and submitted to the Department. For a system or any portion of a system designed by a professional engineer, an engineer shall sign and submit the certification letter and "as-built" drawings to the Department. It is further understood that construction will be completed within three years of this date. If more than three years elapse before completing construction, plans and specifications must be resubmitted and approved before construction begins. This three-year expiration period does not extend any compliance schedule requirements pursuant to a Department enforcement action against a public water or sewage system.

Failure to abide by the above conditions is considered a significant violation of the Montana Public Water Supply Laws (PWSL), and the administrative rules promulgated there under. The applicant is responsible for compliance with all other applicable federal, state, local, and tribal law, regulations, and ordinances, including but not limited to, the Montana Water Use Act, Mont. Code Ann. Title 85, Chapter 2.

The applicant is responsible for compliance with all applicable federal, state, local, and tribal law, regulations, and ordinances. Approval in this document is limited solely to the matters therein specifically contained and does not constitute approval, implied or otherwise, for the purposes of any other law, regulation, or ordinance.

Department approval of this project covers only those portions of the plans and specifications that are subject to the Department's review authority under the Public Water Supply Laws (MCA 75-6) and the Administrative Rules promulgated thereunder (ARM 17.38). This approval does not cover items found within the plans and specifications that are outside of the Department's review authority, including but not limited to, electrical work, architecture, site grading or water and sewer service connections.

If I can offer any further information or assistance, please feel free to contact me at (406) 247-4455 or [mwaite@mt.gov](mailto:mwaite@mt.gov).

Sincerely,

Matthew Waite, PE  
 Water Quality Division  
 Billings Regional Office

cc: Shannon Holmes, City of Livingston  
 Park County Sanitarian  
 File



DEC SUBMITTAL	REVISION
11/27/17	DATE
	REV



DRAWN BY:	BJE
DESIGNED BY:	BJE
QUALITY CHECK:	MRM
DATE:	11/22/2017
JOB NO.:	B15-081
FIELDBOOK	

LIVINGSTON TRANSFER STATION  
LIVINGSTON, MONTANA

SEWER PLAN AND PROFILE

**LEGEND**

NEW	EXISTING	DESCRIPTION
		ASPHALT REPLACEMENT
		CLEANOUT
		CONTOUR
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		CURB STOP
		EASEMENT LINE
		ELECTRICAL BOX
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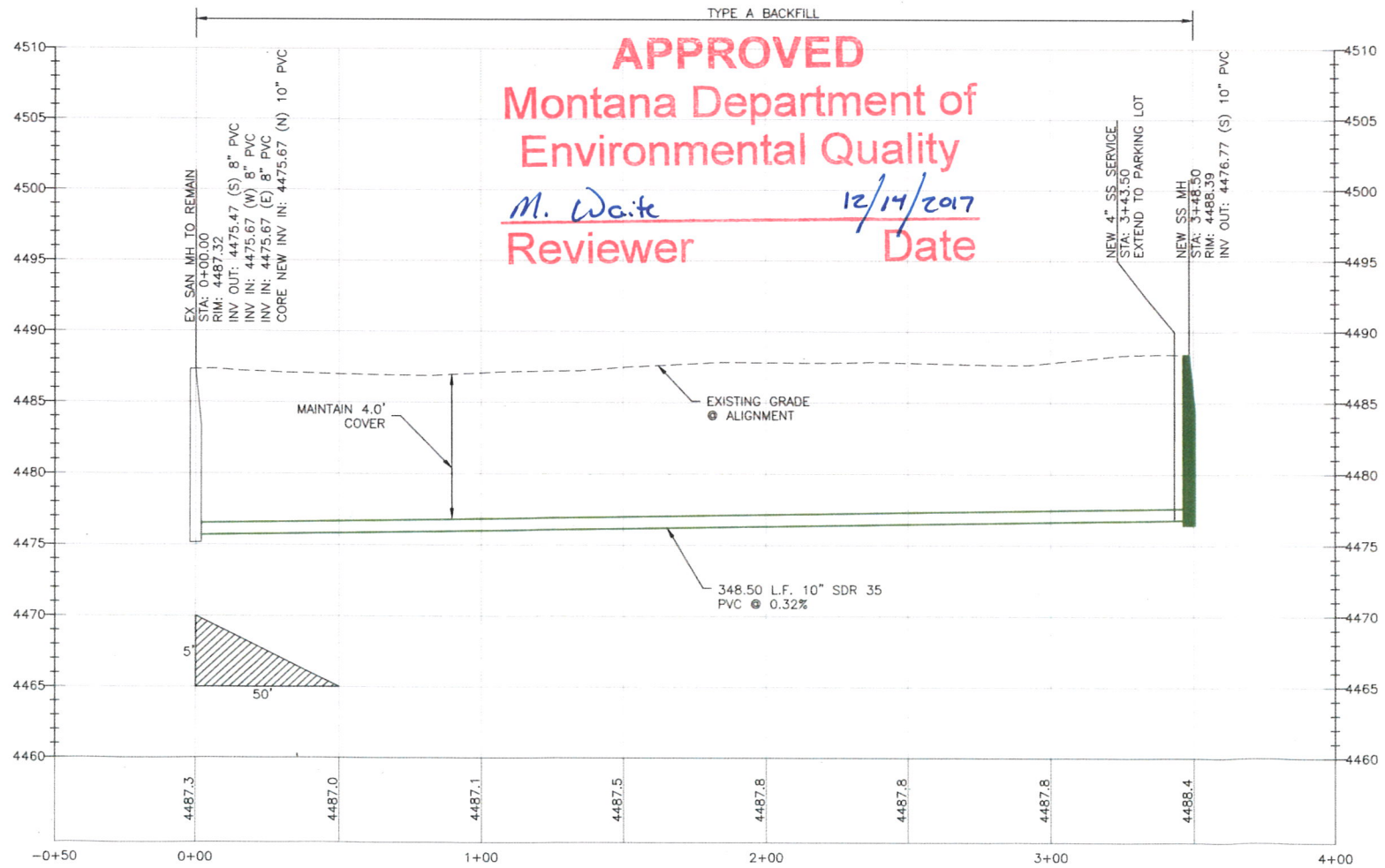
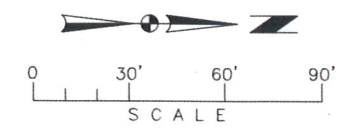
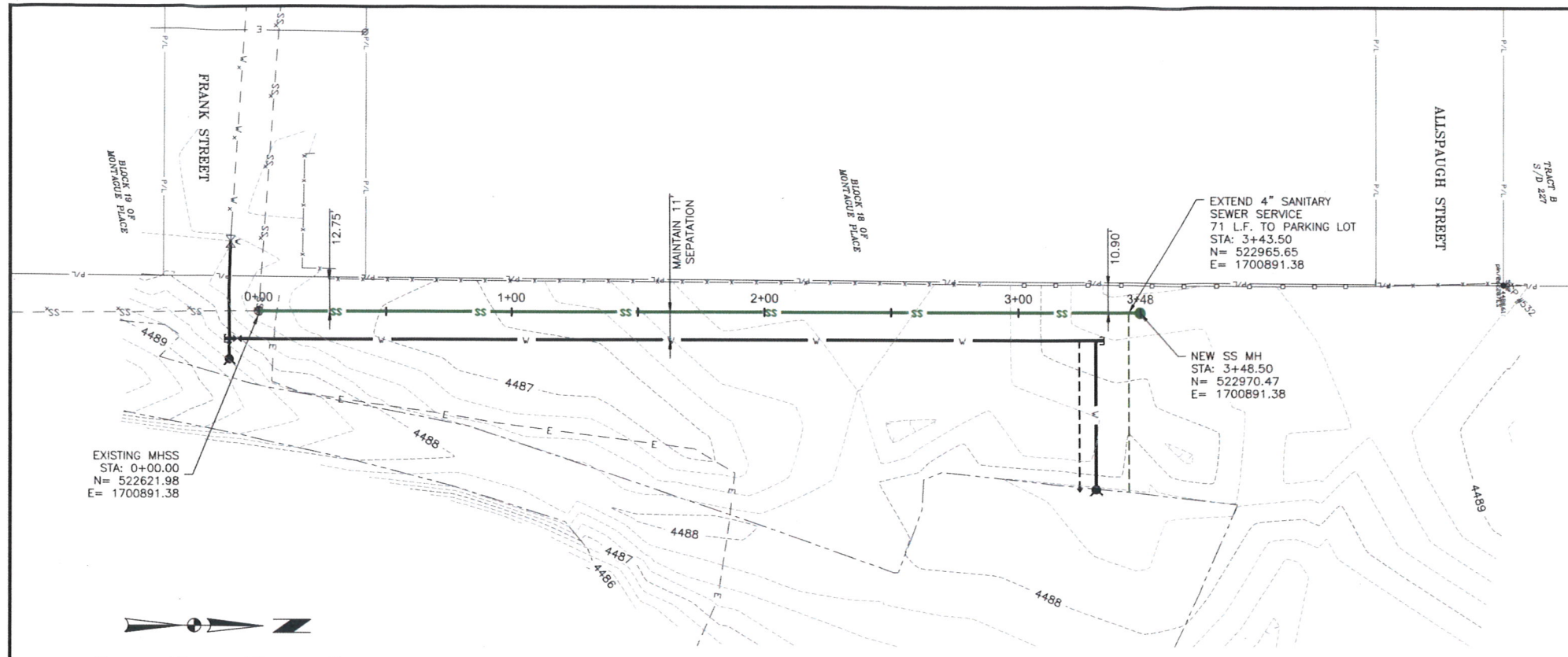
**RECEIVED**  
DEC 1 1 2017

**GENERAL NOTES**

1. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN WRITING AND SHALL BE RESPONSIBLE FOR SECURING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE BEGINNING EXCAVATION. ALL UTILITIES MAY NOT BE SHOWN IN THESE PLANS.
2. ALL POWER, TELEPHONE AND OTHER UTILITY POLES OR GUY WIRES WHICH INTERFERE WITH THE CONSTRUCTION SHALL BE REMOVED OR RELOCATED BY THE UTILITY COMPANY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY PERMITS.
4. ALL STREET & TRAFFIC SIGNS THAT INTERFERE WITH CONSTRUCTION SHALL BE REMOVED & RESET BY CONTRACTOR OR UTILITY COMPANY.
5. CONTRACTOR SHALL REMOVE AND REPLACE OR DISPOSE OF ANY OBSTACLE (FENCES, CONCRETE SLABS, ETC.) THAT INTERFERE WITH CONSTRUCTION UPON APPROVAL OF PROJECT ENGINEER.
6. CONTRACTOR SHALL FIELD VERIFY LINE AND GRADE OF EXISTING UTILITY CONNECTIONS PRIOR TO ORDERING MATERIAL.
7. ALL CONSTRUCTION SHALL CONFORM TO 6TH EDITION OF THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS AND THE CITY OF LIVINGSTON MODIFICATIONS TO THE 6TH EDITION OF THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS.
8. THE LOCATIONS OF UNDERGROUND UTILITIES ARE BASED ON A ONE-CALL UTILITY LOCATE SURVEY. ALL UTILITIES MAY NOT BE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO EXCAVATION AND SHALL PRESERVE AND PROTECT THEM (UNDERGROUND AND OVERHEAD) AT ALL TIMES DURING CONSTRUCTION.
9. ANY DAMAGE TO EXISTING ASPHALT WILL BE REPAIRED OR REPLACED IN KIND, UNLESS SPECIFICALLY MENTIONED OTHERWISE ON THE DRAWINGS.
10. CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL NECESSARY FOR WORK WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH MUTCD.
11. ALL SIGNING, STRIPING, SIDEWALKS AND RAMPS SHALL CONFORM WITH THE MOST CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ADA REQUIREMENTS.
12. CONTRACTOR SHALL PROVIDE ROUTINE CLEANING/SWEEPING OF MATERIAL THAT IS DRAGGED ONTO ADJACENT STREETS.
13. THE CONTRACTOR SHALL NOTIFY THE CITY OF LIVINGSTON A MINIMUM OF 48-HOURS PRIOR TO BEGINNING ANY WORK.
16. IF GRADES SHOWN CONFLICT WITH SPOT ELEVATIONS, SPOT ELEVATIONS SHALL GOVERN.

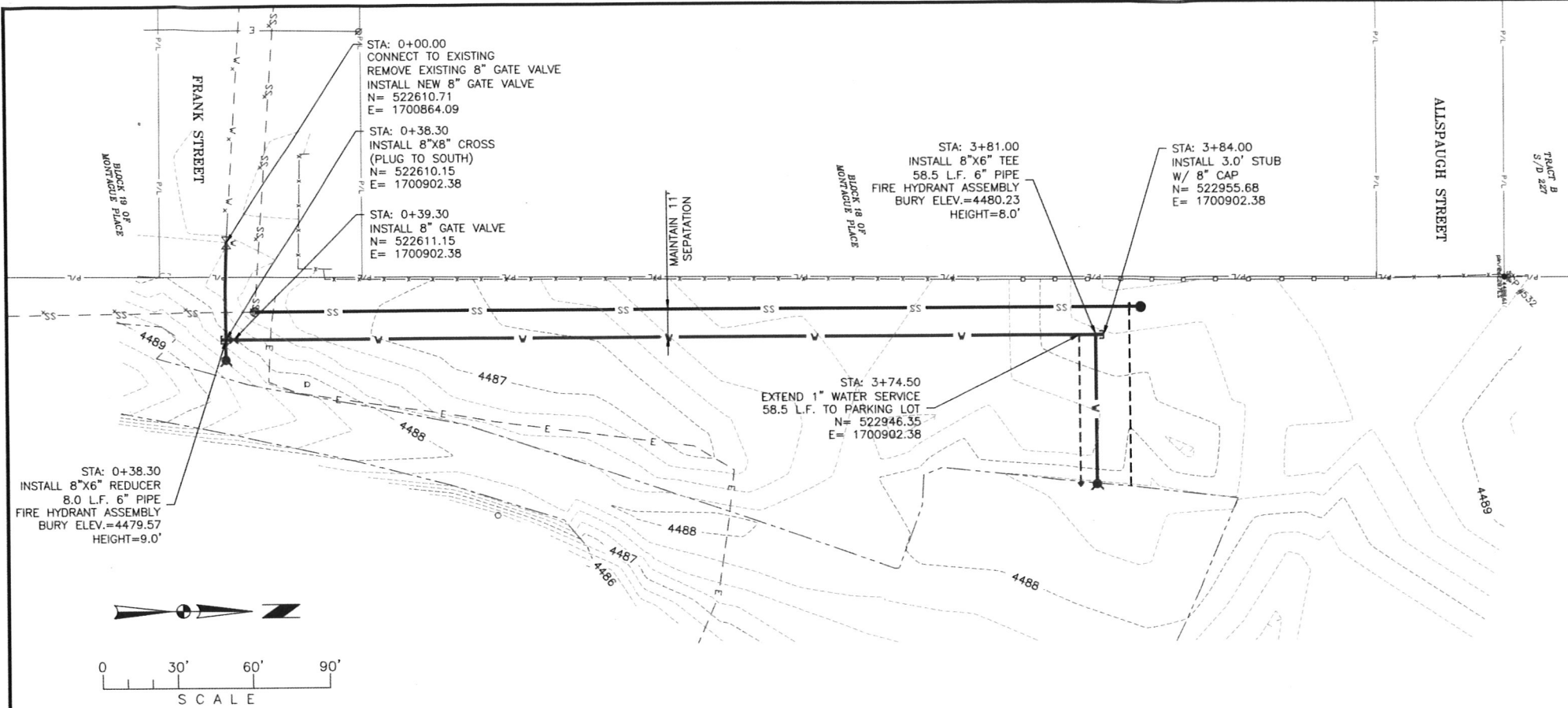
**SANITARY SEWER**

1. ALL SERVICE LINES ARE TO BE 4" SDR 35 PVC UNLESS NOTED OTHERWISE ON PLANS.
2. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN OUTSIDE OF SEWER PIPE AND OUTSIDE OF WATER MAIN.
3. MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION BETWEEN OUTSIDE OF SEWER PIPE AND OUTSIDE OF WATER PIPE AT CROSSINGS.
4. CONTRACTOR SHALL FIELD VERIFY LINE AND GRADE OF EXISTING CONNECTIONS.
5. #12 THHN (GREEN COATED) TRACE WIRE TO BE PLACED ON SERVICES.
6. ALL SEWER MAINS AND SEWER SERVICES WILL BE VIDEO TAPED.



**APPROVED**  
Montana Department of  
Environmental Quality  
*M. Waite*  
Reviewer 12/14/2017  
Date

J:\2015\B15-081 City of Livingston On-Call Engineering Services\CADD\CIVIL TRANSFER STATION\DWG\B15-081 LTS C6.0.dwg, 12/16/2017 1:16:46 PM, BJE



**LEGEND**

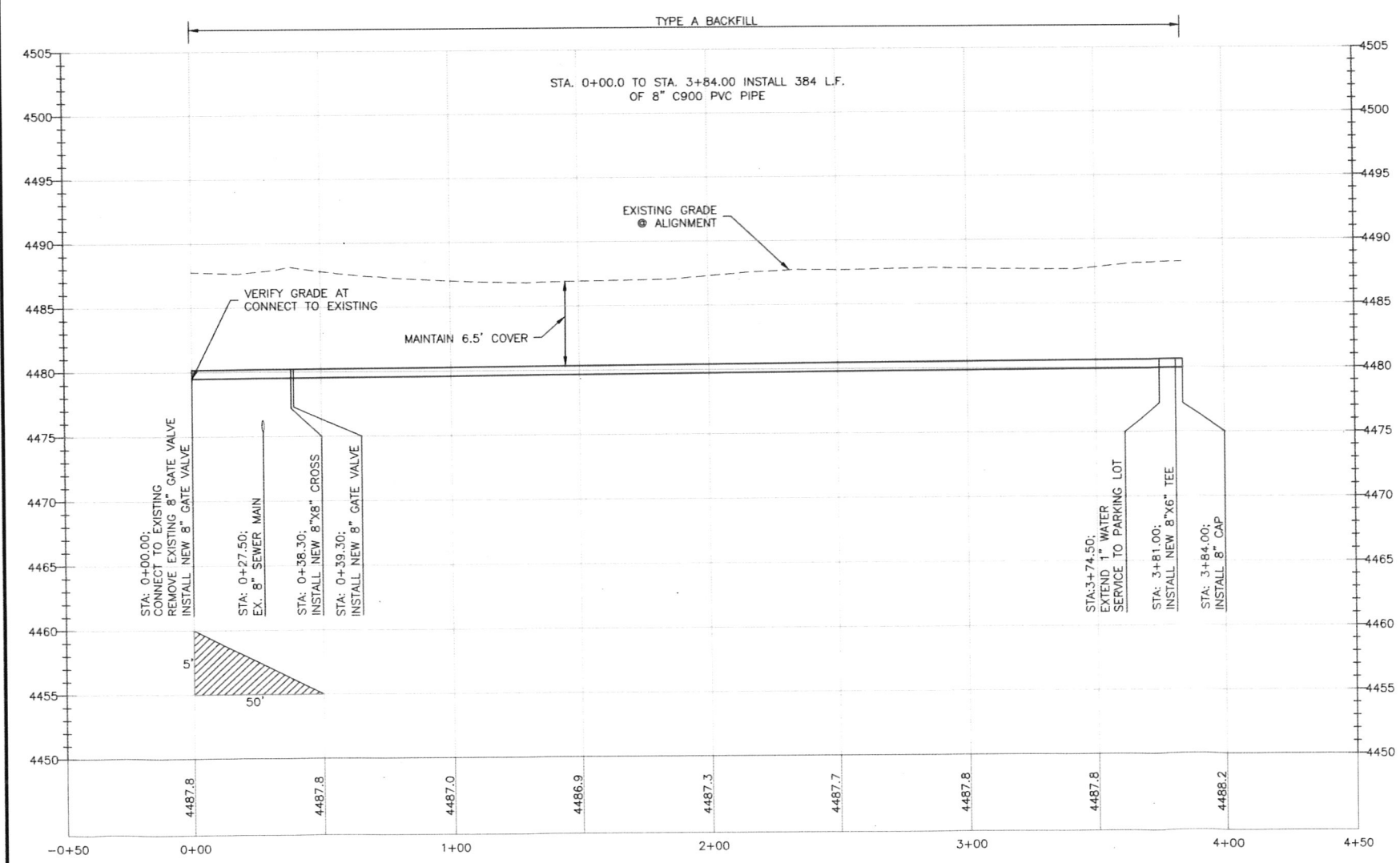
NEW	EXISTING	DESCRIPTION
—	—	ASPHALT REPLACEMENT
●	○	CLEANOUT
— 3415 —	— 3415 —	CONTOUR
▲	▲	CONTROL POINT
—	—	CURB STOP
—	—	EASEMENT LINE
□	□	ELECTRICAL BOX
●	●	FIRE HYDRANT
—	—	PROPERTY LINE
●	●	PROPERTY PIN
— SS —	— SS —	SANITARY SEWER
●	○	SANITARY SEWER MANHOLE
—	—	TELEPHONE RISER
—	—	TRAFFIC SIGN
— E —	— E —	UNDERGROUND ELECTRIC
—	—	UNDERGROUND FIBER—OPTIC
—	—	UTILITY DELINEATOR POST
—	—	WATER VALVE
—	—	WATER MAIN

**GENERAL NOTES**

- FOR GENERAL NOTES PLEASE REFERENCE PLAN SHEET C5.0 SEWER PLAN AND PROFILE.

**WATER NOTES**

- ALL WATER LINES TO MAINTAIN A MINIMUM OF 6.5' OF COVER TO TOP OF PIPE. WATER LINES SHALL BE INSTALLED AT DEEPER DEPTHS, ON UNIFORM GRADES AS NECESSARY TO PREVENT LOCAL OR INTERMEDIATE HIGH SPOTS WHERE AIR CAN COLLECT.
- ALL WATER PIPING TO MEET ALL LOCAL, STATE AND NATIONAL PLUMBING CODES.
- MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION BETWEEN OUTSIDE OF SEWER/STORM DRAIN PIPE AND OUTSIDE OF WATER PIPE AT CROSSINGS.
- MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN OUTSIDE OF SEWER/STORM DRAIN PIPE AND OUTSIDE OF WATER PIPE.
- ANY EXISTING OR NEW VALVES WHICH CONTROL THE CITY OF LIVINGSTON'S WATER SUPPLY SHALL BE OPERATED BY CITY OF LIVINGSTON PERSONNEL ONLY.
- ALL FITTINGS SHALL BE MECHANICAL JOINT (MJ) UNLESS NOTED OTHERWISE ON PLANS.
- THE CONTRACTOR SHALL INSTALL MECHANICAL RESTRAINTS ON ALL FITTINGS, VALVES & FIRE HYDRANTS PER MANUFACTURERS RECOMMENDATIONS.
- ALL DUCTILE OR CAST IRON FITTINGS, VALVES, ETC. SHALL BE DOUBLE WRAPPED IN POLYETHYLENE.
- ALL WATER SERVICES TO BE 200 PSI SDR 7 AWWA C901 POLYETHYLENE (PE) PIPE AND INCLUDE PIPE, CURB STOP, CORPORATION STOP, AND SERVICE SADDLE OF THE SIZE INDICATED ON THE PLANS.
- MAIN LINE WATER VALVES SHALL BE A MECHANICAL JOINT x MECHANICAL JOINT (MJxMJ) FITTING. VALVES TO BE MUELLER A2360 RESILIENT WEDGE GATE VALVE.
- CONTRACTOR SHALL FIELD VERIFY LINE AND GRADE OF EXISTING CONNECTIONS.
- THE CONTRACTOR SHALL PLUG ALL OPENINGS ON EXISTING WATER MAINS AND WATER SERVICES ABANDONED IN PLACE. CONTRACTOR SHALL REMOVE ALL ABANDONED WATER MAIN NECESSARY TO CONSTRUCT NEW MAIN.
- EXISTING PIPELINES AND FITTINGS ARE SHOWN, BASED ON AS CONSTRUCTED DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATING PIPELINES AND FITTINGS AND CONFIRMING CONNECTION REQUIREMENTS PRIOR TO ORDERING NEW FITTINGS.
- THE CONTRACTOR SHALL SALVAGE AND DELIVER TO THE OWNER ALL EXISTING FIRE HYDRANTS OR FITTINGS REMOVED AS PART OF THE PROJECT AND REQUESTED BY THE OWNER.
- WATER LINE DEFLECTION SHALL BE LIMITED TO PIPE MANUFACTURER'S RECOMMENDATIONS.
- INSTALL DETECTABLE WARNING TAPE CENTERED OVER ALL WATER LINES. INSTALL TAPE A MINIMUM OF 18" (IF POSSIBLE) AND A MAXIMUM OF 24" BELOW FINISHED GRADE.
- ALL PLUMBING IN THIS PROJECT WILL MEET REQUIREMENTS IN THE LATEST EDITION OF THE UNIFORM PLUMBING CODE.



DEO SUBMITTAL	REVISION
11.27.17	DATE
	REV



DRAWN BY:	BJE
DESIGNED BY:	BJE
QUALITY CHECK:	MRM
DATE:	11/22/2017
JOB NO.	B15-081
FIELDBOOK	

LIVINGSTON TRANSFER STATION  
LIVINGSTON, MONTANA

WATER PLAN AND PROFILE

**Shannon W. Holmes**  
*Public Works Director*

**Matt Whitman**  
*Project Manager*

**Almira Johansson**  
*Administrative Assistant*

*330 Bennett Street  
Livingston, MT 59047  
Phone: (406) 222-5667*



[www.livingstonmontana.org](http://www.livingstonmontana.org)

**Tom Schweiger** 132  
*Water / Sewer*

**Craig Hahn**  
*Streets*

**Rich Stordalen**  
*Transfer Station*

**Eric Schneider**  
*Parks*

**Dan Emter**  
*Waste Reclamation Facility*

## Memo

DATE: August 29, 2018

TO: Michael Kardoes

FROM: Shannon Holmes

RE: Acceptance of Water and Sewer Main Extension for Transfer Station per Section 13-95 of the Livingston Municipal Code

I recommend the City of Livingston accept the water and sewer main extension for the City Transfer Station as part of the City system per Section 13-95 of the Livingston Municipal Code. The water main was constructed and tested per the City of Livingston standards. I have included the As-built plan sheet to provide details on the plan and profile of the water and sewer main extension. I would be happy to provide any additional information necessary for acceptance of the water and sewer main extension.

Thank you for your consideration,

Shannon Holmes  
Public Works Director

