



# Livingston City Commission Agenda

January 03, 2017

6:30 PM

City – County Complex, Community Room

## 1. Call to Order

## 2. Roll Call

## 3. Moment of Silence

## 4. Pledge of Allegiance

## 5. Consent Items

**A.** CONSENT - Approve Minutes from Regular Commission Meeting 12.6.16                      Page 4

**B.** CONSENT - Approve minutes from 12.20.16 Regular Commission Meeting                      Page 8

**C.** CONSENT Approve Bills and Claims 1st Half of November 2016                      Page 10

**D.** CONSENT - Approve appointment of Andy Mitchell for the Livingston Tree Board  
Page 18

**E.** CONSENT - Approve Appointment of Greg Oyler to Parks and Trails Committee Page 20

**F.** CONSENT - Approve Appointment of Mike Gomez for Parks and Trails Committee  
Page 23

## 6. Proclamations

## 7. Scheduled Public Comment

## 8. Public Hearings

## 9. Ordinances

**10. Resolutions**

**A. RESOLUTION NO. 4715 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH BIG BEAR CONTRACTING, FOR CONSTRUCTION AND EQUIPMENT NECESSARY FOR THE LIVINGSTON DISPATCH CENTER REMODEL.**

**Page 25**

**B. RESOLUTION NO. 4716 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA APPROVING THE FUNDING OFFER FROM USDA FOR FUNDS TO BE USED IN THE CITY OF LIVINGSTON WATER RECLAMATION FACILITY UPGRADE.**

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**11. Action Items**

**A. DISCUSS/APPROVE/DENY - Election of Livingston City Commission Chairperson and Vice Chairperson**

**Page 63**

**B. DISCUSS/APPROVE/DENY- Chairperson's Assignment of Seats at Commission Tables**

**Page 65**

**C. DISCUSS/APPROVE/DENY - Chairperson's Appointment of City Commissioners to Advisory Boards and Commissions**

**Page 67**

**D. DISCUSS/APPROVE/DENY - Request for support and signature on school choice proclamation**

**Page 70**

**E. DISCUSS/APPROVE/DENY - CIP Process Plan for Fiscal Year 2018-2019**

**12. City Manager Comment**

**13. City Commission Comments**

**14. Public Comments**

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

**15. Adjournment**

**Calendar of Events**

**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 Commission Meeting 12.6.16**

Livingston City Commission Meeting  
December 6, 2016  
6:30 PM  
City-County Complex

**1. Call to Order**

**2. Roll Call**

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

**3. Moment of Silence**

**4. Pledge of Allegiance**

**5. Consent Items (00:04:04)**

**A. CONSENT - Approve Minutes from 11.15.16 Regular Commission Meeting**

**B. CONSENT Approve Bills and Claims**

**C. CONSENT - Approve City Planning Board unanimous recommendation to appoint Jim Baerg and Warren Mabie to the City Planning Board**

**D. CONSENT - Approve Urban Renewal Agency's approval of grant application for public outdoor play space**

**E. CONSENT - Approve waiver request from Yellowstone Boys and Girls Ranch**

**F. CONSENT - Letter of support for Homeward, Inc.**

- Sandberg requested consent Item D be pulled from Consent Items.
- Hoglund made a motion to approve Consent Items A, B, C, E, and F. Friedman seconded.
  - All in favor, motion passed 5-0.

**D. CONSENT - Approve Urban Renewal Agency's approval of grant application for public outdoor play space.**

- Bob Ebinger made comments (00:04:50)
- Lisa Rosberg made comments (00:08:45)
- Karla Pettit made comments (00:21:53)
- Friedman made a motion to approve Consent Item D. Hoglund seconded.
  - Motion failed 2-3. (Bennett, Schwarz and Sandberg opposed.)

## 6. Proclamations

## 7. Scheduled Public Comment

## 8. Public Hearings

**A. RESOLUTION NO. 4712 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2015-2016, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,111,800 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$905,900. (00:27:00)**

- Friedman made a motion to pass Resolution No. 4712. Hogleund seconded.
  - All in favor, motion passed 5-0.

## 9. Ordinances

## 10. Resolutions

**A. RESOLUTION NO. 4711 - A RESOLUTION RELATING TO UP TO \$1,319,000 SEWER IMPROVEMENT REVENUE BOND ANTICIPATION NOTE (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAD PROGRAM), SERIES 2016; AUTHORIZING THE ISSUANCE THEREOF AND FIXING THE TERMS AND CONDITIONS OF THE BOND ANTICIPATION NOTE. (00:33:00)**

- Schwarz made a motion to pass Resolution No. 4711. Friedman seconded.
  - All in favor, motion passed 5-0.

**B. RESOLUTION NO. 4713 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN THE CHANGE ORDER WITH XYLEM WATER SOLUTIONS USA, INC. FOR EQUIPMENT AND COMPONENTS NECESSARY FOR THE INCREASED EFFICIENCY OF WATER RECLAMATION FACILITY UPGRADES. (00:38:38)**

- Scott Beucker made comments (00:39:00)
- Schwarz made a motion to pass Resolution No. 4713. Friedman seconded.
  - All in favor, motion passed 5-0.

**C. RESOLUTION NO. 4714 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH SIME CONSTRUCTION INC. FOR THE INSTALLATION OF A PRESSURE REDUCING VALVE BETWEEN THE CITY'S RESEVOIRS.**

- Friedman made a motion to pass Resolution No. 4714. Schwarz seconded.
  - All in favor, motion passed 5-0.

## 11. Action Items

### A. DISCUSS/APPROVE/DENY - Submission of FY 2016 Audit (00:59:20)

- Morgan Scarr made comments (01:00:00)
- Hoglund made a motion to Approve Action Item A. Friedman seconded.
  - All in favor, motion passed 5-0.

### B. DISCUSS/APPROVE/DENY - Planning Board Recommendations regarding vacation rental policy (01:25:40)

- Patricia Grabow made comments (01:39:38)
- Leslie Feigel made comments (01:53:38)
- Patricia Grabow made comments (02:02:45)

### C. DISCUSS/APPROVE/DENY - Renew contract with Courtney Lawellin (02:08:45)

- Friedman made a motion to approve Action Item C. Hoglund seconded.
  - Motion passed 4-1. (Sandberg opposed.)

### D. DISCUSS/APPROVE/DENY - Decide whether to maintain or cancel regular Commission meeting scheduled for 12.20.16 (02:11:57)

- Decision made to keep scheduled meeting with approval of claims and then continue on with a workshop.

## 12. City Manager Comment

## 13. City Commission Comments

- Sandberg made comments (02:19:58)
- Schwarz made comments (02:32:44)
- Friedman made comments. (02:33:34)
- Hoglund made comments. (02:34:14)
- Bennett made comments. (02:40:09)

## 14. Public Comments

- Liz Kearney made comments (02:43:29)

## 15. Adjournment (9:13 p.m.)

**Backup material for agenda item:**

**B. CONSENT - Approve minutes from 12.20.16 Regular Commission Meeting**



# Livingston City Commission Agenda

## Regular Meeting

December 20, 2016

6:30pm - Community Room

1. Call to Order
2. Roll Call – Bennett, Hoglund, Friedman, Schwarz and Sandberg present
3. Moment of Silence
4. Pledge of Allegiance
5. Consent Items
  - A. CONSENT – Approve Bills and Claims first half of December, 2016 (00:02:15)
    - Friedman made a motion to approve Consent Item A. Hoglund seconded.
      - All in favor, motion passed 5-0.
6. Proclamations
7. Scheduled Public Comment
8. Public Hearings
9. Ordinances
10. Resolutions
11. Action Items
  - A. Discuss / Approve / Deny – Setting goals for new City Manager
    - Friedman made a motion to approve preliminary goals as set by Commission. Hoglund seconded.
      - All in favor, motion passed 5-0.
  - B. Discuss / Approve / Deny - Adding language to contract to compensate new City Manager for watching Commission Meetings remotely prior to start date
    - Sandberg made a motion to pay Mr. Kardoes an hourly rate to attend meetings by streaming video after he is under contract. Friedman seconded.
      - All in favor, motion passed 5-0.
    - Sandberg made a motion to extend the meeting beyond 9:30 p.m. Friedman seconded.
      - All in favor, motion passed 5-0.
12. City Manager Comments  
(None)
13. City Commissioner Comments
14. Public Comments
15. Adjournment – Meeting adjourned at 9:35 p.m.

**Backup material for agenda item:**

**C. CONSENT Approve Bills and Claims 1st Half of November 2016**

12/28/16  
13:24:10

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 1/17

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Report ID: AP100Z

For doc #s from 30759 to 30857, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	351036 TIME PAYMENTS	682 CENTRON SERVICES	Time pay collection	33.75
1000 GENERAL	410130 CITY COMMISSION	2954 PARK COUNTY EXTENSION	Board Workshop	20.00
1000 GENERAL	410360 CITY JUDGE	2608 STATE OF MONTANA - ITSD	33% Video conferenci	109.29
1000 GENERAL	410360 CITY JUDGE	643 MONTANA MAGISTRATES	Assocation Dues 201	200.00
1000 GENERAL	410400 CITY MANAGER	3152 NORTHERN ROCKY MTN	NRMEDD Membership 20	5,000.00
1000 GENERAL	410400 CITY MANAGER	2907 SHI INTERNATIONAL CORP.	Office 2016-CM Compu	338.85
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	CDL Services	315.00
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3143 SAFETRAC	CDL Services	383.95
1000 GENERAL	410450 ADMINISTRATIVE SERVICES -	3646 CENTER FOR EDUCATION AND	Employment Law Journ	159.00
1000 GENERAL	410540 FINANCE OFFICER	26 LIVINGSTON ACE HARDWARE -	Heater - Finance Off	59.99
1000 GENERAL	410550 ACCOUNTING	1550 MALCOTT, EILEEN	Bank runs 32x2.00	64.00
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Mat cleaning	8.56
1000 GENERAL	411100 CITY ATTORNEY	3471 COURTNEY LAWELLIN, PC	Interim City Attorne	4,250.00
1000 GENERAL	411100 CITY ATTORNEY	3471 COURTNEY LAWELLIN, PC	City Commission Mtg	573.50
1000 GENERAL	411230 FACILITY MAINTENANCE	529 GUY'S GLASS, INC.	37% Install Door clo	150.77
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	8.23
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	2,540.93
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	101 Star Road	136.86
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	110 S. B Street	295.93
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	112 S. B Street	209.43
1000 GENERAL	411230 FACILITY MAINTENANCE	3020 SECURITY SOLUTIONS, INC.	37% Alarm Monitoring	35.52
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	21.94
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	City/County complex	402.57
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	City of Livingston S	46.16
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	Ciity of Livingston	56.18
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	110 S. B Street-Irri	0.00
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	3023 RICK'S REFRIGERATION,	37% IT Room too warm	88.80
1000 GENERAL	411230 FACILITY MAINTENANCE	272 PARK COUNTY	Liv Airport Project	5,112.57
1000 GENERAL	411230 FACILITY MAINTENANCE	3298 EXEC U CARE SERVICES,	November Office clea	1,119.42
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	Internet @ PW	888.92
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E. Callender Int	3,121.75
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	2894 REVIZE LLC	2017 Website softwar	4,080.00
1000 GENERAL	411700 CENTRAL STORES	54 GATEWAY OFFICE SUPPLY	Gold Labels	4.15
1000 GENERAL	411700 CENTRAL STORES	292 UPS STORE #2420, THE	Shipment - Crime lab	9.71
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel fuel	1,131.24
1000 GENERAL	411700 CENTRAL STORES	3459 MCCI	Laserfische 2/3/17-2	2,623.40
1000 GENERAL	420100 OPERATING ACCOUNT	3665 BOZEMAN HEALTH	SART Examination	683.55
1000 GENERAL	420100 OPERATING ACCOUNT	3644 FORT HARRISON BILLETING	Past Lodging expense	108.00
1000 GENERAL	420100 OPERATING ACCOUNT	23 CARQUEST AUTO PARTS	Wiper Blades	35.02
1000 GENERAL	420100 OPERATING ACCOUNT	26 LIVINGSTON ACE HARDWARE -	Snow shovel	29.99
1000 GENERAL	420100 OPERATING ACCOUNT	642 MONTANA LAW ENFORCEMENT	Training - Emanuel	400.00
1000 GENERAL	420100 OPERATING ACCOUNT	642 MONTANA LAW ENFORCEMENT	Lodging /meals	75.00
1000 GENERAL	420100 OPERATING ACCOUNT	3666 FRONTLINE WARRIOR, LLC,	Training - Hildebran	200.00
1000 GENERAL	420100 OPERATING ACCOUNT	3667 PCS MOBILE	Office Docking Stati	308.00
1000 GENERAL	420100 OPERATING ACCOUNT	879 VERIZON WIRELESS	Air Cards - November	1,200.38
1000 GENERAL	420400 OPERATING ACCOUNTS	250 INSTY-PRINTS	Office supplies	49.95
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE -	Nylon line	7.99
1000 GENERAL	420400 OPERATING ACCOUNTS	22 ALL SERVICE TIRE &	Tire rotation	40.00
1000 GENERAL	420400 OPERATING ACCOUNTS	23 CARQUEST AUTO PARTS	Jumper cables	26.99
1000 GENERAL	420400 OPERATING ACCOUNTS	3361 SPARK LASER CREATIONS	Accountability tags	105.50
1000 GENERAL	420400 OPERATING ACCOUNTS	151 NORTHWESTERN ENERGY	330 bennet fire trai	77.39

12/28/16  
13:24:10

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 1/17

Page: 2 of 2  
Report ID: AP100Z

For doc #s from 30759 to 30857, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	420403 BUILDING INSPECTION	162 CENTURYLINK	Building Dept.	159.09
1000 GENERAL	430930 CEMETERY OPERATING	26 LIVINGSTON ACE HARDWARE	- ATV 4 wheeler	2.32
1000 GENERAL	430930 CEMETERY OPERATING	2999 TEAR IT UP L.L.C.	Shredding	9.04
1000 GENERAL	430950 ROAMING OPERATING	2711 BARCO PRODUCTS COMPANY	Garbage receptacles	4,691.16
1000 GENERAL	430950 ROAMING OPERATING	147 LIVINGSTON UTILITY	Parks Garb & Cemeter	256.74
1000 GENERAL	430950 ROAMING OPERATING	147 LIVINGSTON UTILITY	Soccer Field House	40.20
1000 GENERAL	430950 ROAMING OPERATING	999999 LIVINGSTON FOOD AND	PW retreat lunch	20.00
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	815 n 13th soccer fi	249.00
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	G street park - 422	52.98
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	227 River dr. conces	65.00
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 river dr. pump	0.10
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	227 river dr. softba	18.80
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	815 n 13th soccer fi	1.61
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	229 river dr.	9.23
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	g street park - mike	11.83
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 river dr.	8.50
1000 GENERAL	430950 ROAMING OPERATING	2087 WISPWEST.NET	Internet	10.00
1000 GENERAL	460430 PARKS OPERATING	162 CENTURYLINK	Park Dept	103.39
1000 GENERAL	460430 PARKS OPERATING	54 GATEWAY OFFICE SUPPLY	Rep. and maint. supp	38.94
1000 GENERAL	460430 PARKS OPERATING	63 HOUSE OF CLEAN	Gym floor cleaner bl	109.79
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Shop Shelf	15.99
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Civic center - kitch	8.99
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Shop tools	19.99
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Civic center - water	26.15
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Irg. Shelves	8.98
1000 GENERAL	460442 CIVIC CENTER ADMIN	1747 CANON FINANCIAL SERVICES,	Canon Lease	86.10
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	2087 WISPWEST.NET	Pool internet	10.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3586 TARR, MARGARET	Costco supplies- Ska	211.21
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	162 CENTURYLINK	Civic Center	98.94
			Total for Fund:	43,329.90
2310 TAX INCREMENT DISTRICT -	470300 ECONOMIC DEVELOPMENT	3390 TD&H ENGINEERING, INC	Livingston Vault Inf	5,486.90
			Total for Fund:	5,486.90
2399 IMPACT FEES	430240 STREET DEPARTMENT	3536 MONTANA DEPARTMENT OF	TA project Overruns	7,680.48
			Total for Fund:	7,680.48
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Arcs and posts	0.03
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 Alpen glow lane	39.54
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	I90 & 89S	7.55
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	600 w park	87.89
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	412 w callender	104.17
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	C & D on Lewis	35.87
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	1100 w geyser street	10.52
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	900 w geyer st. scho	10.40
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	132 south b	208.30
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	E street & alley	63.05
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	18 W park	123.04
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	F & G on callender	56.81

12/28/16  
13:24:10

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 1/17

Page: 3 of 3  
Report ID: AP100Z

For doc #s from 30759 to 30857, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	D & E on callender	83.25
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	M & N on callender	86.45
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	School flasher park	8.38
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 7th & Montana & Ch	64.18
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 2nd & Montana & Ch	98.34
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Glenn Addition	109.94
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	105 West Park	56.58
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 N Main	20.33
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	114 West Summit	38.90
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	202 South 2nd	30.74
Total for Fund:				1,344.26	
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	147 LIVINGSTON UTILITY	Street Shop	43.42
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	151 NORTHWESTERN ENERGY	City shop building 4	381.72
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	162 CENTURYLINK	City Shop 50%	30.57
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	999999 LIVINGSTON FOOD AND	PW retreat lunch	20.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3043 STAHLY ENGINEERING, INC	2015 CIP	157.81
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2999 TEAR IT UP L.L.C.	Shredding	9.04
Total for Fund:				651.11	
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	3659 RIVERSIDE HARDWARE LLC	Supplies for revenue	165.84
Total for Fund:				165.84	
4100	FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	2666 MUNICIPAL EMERGENCY	Fire Boots	894.34
4100	FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	2666 MUNICIPAL EMERGENCY	Fire Boots	1,979.90
4100	FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	2666 MUNICIPAL EMERGENCY	Fire Boots	577.18
4100	FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	3455 INDUSTRIAL COMM & ELEC OF	Radio Headsets	1,140.00
Total for Fund:				4,591.42	
5210	WATER OPERATING	430515 WATER SERVICES	997 KOIS BROTHERS EQUIPMENT	Truck parts	1,269.00
5210	WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	- Rep. and maint. supp	22.99
5210	WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	- Rep. and maint. supp	17.97
5210	WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	- Rep. and maint. supp	51.98
5210	WATER OPERATING	430515 WATER SERVICES	999999 LIVINGSTON FOOD AND	PW retreat lunch	20.00
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	132 South b street w	2,625.16
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	200 e reservior	98.27
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	56 water tower	493.47
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	D & Geyser well hous	3,079.30
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	Werner addition pump	260.09
5210	WATER OPERATING	430515 WATER SERVICES	2999 TEAR IT UP L.L.C.	Shredding	9.04
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	162 CENTURYLINK	Utility Billing 1/3	79.25
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	147 LIVINGSTON UTILITY	Utility shop	123.52
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	102 INDUSTRIAL TOWEL	Mat cleaning	8.56
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	151 NORTHWESTERN ENERGY	330 Bennet 1/3	509.37
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3043 STAHLY ENGINEERING, INC	2015 CIP	115.63
5210	WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	CC & UB Online Maint	23.33
5210	WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	999999 DENNY, JAMIE	Overpayment on acct	132.42

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13:24:10

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
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For doc #s from 30759 to 30857, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
Total for Fund:				8,939.35
5310 SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	Utility Billing 1/3	79.25
5310 SEWER OPERATING	430620 FACILITIES	147 LIVINGSTON UTILITY	Utility shop	128.52
5310 SEWER OPERATING	430620 FACILITIES	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
5310 SEWER OPERATING	430620 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennet 1/3	509.38
5310 SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	City Shop 12%	7.34
5310 SEWER OPERATING	430625 SEWER SERVICES	2904 FISHER SAND AND GRAVEL	Concrete rock	723.36
5310 SEWER OPERATING	430625 SEWER SERVICES	26 LIVINGSTON ACE HARDWARE	Rep. and maint. supp	22.98
5310 SEWER OPERATING	430625 SEWER SERVICES	1920 HORIZON AUTO PARTS	Windshield wiperblad	27.76
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	3 roger ln lift stat	52.59
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	900 river dr. pump	233.95
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	1011 river dr. edge	43.64
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	Monroe lift station	834.41
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	9th & 10th lift stat	55.38
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	2800 east park lift	301.94
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	320 Alpenglow lift s	290.14
5310 SEWER OPERATING	430625 SEWER SERVICES	626 UTILITIES SPECIALTIES,	Rep. and maint. vehi	1,137.62
5310 SEWER OPERATING	430630 COLLECTION AND	3043 STAHLY ENGINEERING, INC	2015 CIP	101.56
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Quarterly TDS	22.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	6 NH3 + 1 Metals tes	142.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	2nd WET test fat hea	864.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	6 NH3 test	127.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	292 UPS STORE #2420, THE	Ship WWTP Docs to Bo	51.79
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	162 CENTURYLINK	Sewer Plant	177.40
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	147 LIVINGSTON UTILITY	Sewer Plant	408.45
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	102 INDUSTRIAL TOWEL	Slate- WWTP	23.90
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	26 LIVINGSTON ACE HARDWARE	Plant supplies	153.95
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	999999 LIVINGSTON FOOD AND	PW retreat lunch	20.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	151 NORTHWESTERN ENERGY	WWTP 316 Bennet	6,666.77
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	16 PARISI WESTERN PLUMBING &	BF preventer repairs	395.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3521 STEPHENS MACHINE &	Fabricate and instal	4,895.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	2999 TEAR IT UP L.L.C.	Shredding	9.04
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3605 ADVANCED ENGINEERING &	WRF Upgrade	119,101.67
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	CC & UB Online Maint	23.33
Total for Fund:				137,639.67
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Utility Billing 1/3	79.25
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Scale house	99.00
5410 SOLID WASTE	430820 FACILITIES	147 LIVINGSTON UTILITY	Scale House	30.03
5410 SOLID WASTE	430820 FACILITIES	147 LIVINGSTON UTILITY	Utility shop	60.29
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	City shop building 4	381.73
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	Scale house 408 benn	73.70
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	Transfer station 408	628.87
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennet 1/3	509.38
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 bennet compactor	93.80
5410 SOLID WASTE	430820 FACILITIES	2999 TEAR IT UP L.L.C.	Shredding	9.04
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	City Shop 38%	23.22
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	23 CARQUEST AUTO PARTS	570 garbage truck mo	69.38

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CITY OF LIVINGSTON  
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For doc #s from 30759 to 30857, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	23 CARQUEST AUTO PARTS	Parts for yard dog	137.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	54 GATEWAY OFFICE SUPPLY	Ink refills	7.15
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	147 LIVINGSTON UTILITY	Street Shop	43.42
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	26 LIVINGSTON ACE HARDWARE	Cold weather supplie	71.95
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	999999 LIVINGSTON FOOD AND	PW retreat lunch	20.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3661 MIDWAY RENTAL	Heater for office	195.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3661 MIDWAY RENTAL	Skidsteer glass door	167.95
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1718 SOLID WASTE SYSTEMS, INC.	571 garbage truck	638.80
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	CC & UB Online Maint	23.34
Total for Fund:				3,370.85
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	509 DELTA SIGNS & GRAPHICS	Command vehicle grap	412.36
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2595 TOWN & COUNTRY FOODS	Cleaning supplies	25.68
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3069 BILLINGS CLINIC TRAINING	CPR Recertifications	48.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	54 GATEWAY OFFICE SUPPLY	Office supplies	9.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	255 PARK COUNTY HEALTH DEPT	Flu Immunizations	175.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	339.57
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	Patient supplies	39.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3420 KENTEC MEDICAL, INC.	Patient supplies	398.92
Total for Fund:				1,448.52
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	3339 CUNNINGHAM, ANNA	Flex account	67.29
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	153 POWERS, DIANE	Flex account - Close	717.56
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1550 MALCOTT, EILEEN	Flex account	120.21
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	958 HARRINGTON, KEVIN	Flex Account	101.83
Total for Fund:				1,006.89
Total:				215,655.19





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13:24:10

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

**Backup material for agenda item:**

**D. CONSENT - Approve appointment of Andy Mitchell for the Livingston Tree Board**

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

**Appointed Position Seeking:** Tree Board

**Date of Application:** 12/5/16

Name: Andrew Mitchell  
Address: 113 S. 9th St. Livingston  
Telephone: daytime (406) 224-3077  
Fax Number: NA

Signed: Andrew Mitchell  
after 5:00 p.m.: None  
e-mail address: amitchell1513@gmail.com

- 1. Are you a resident of the City of Livingston? Yes
- 2. Are you a registered voter? Yes
- 3. Will you be at least 18 years of age at the time of the appointment? Yes
- 4. Describe the reasons you are interested in this appointment: I'm a certified arborist and am interested in my community's trees.

- 5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
  - A. Occupation: Arborist/Wildland Firefighter
  - B. Education: B.S. Forestry, Iowa State University
  - C. Experience: 30 years with the National Park Service

Owner: AM Arbocare

(please attach a detailed resume if desired)

- 6. Have you served on any previous boards or in any governmental positions in the past? Yellowstone N.P. School Board; 3 years

- 7. Are you currently serving on any Community Boards? No, I do attend Tree Board meetings

A. If yes, please describe those boards.

- 8. Current Employer? Self-employed

- 9. Are you available for night meetings? Yes

- 10. Are you available for daytime meetings? Yes

- 11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? I occasionally work for the city as a consulting arborist,

- 12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Recuse myself from conflicting issues/decisions.

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

**Backup material for agenda item:**

**E. CONSENT - Approve Appointment of Greg Oylar to Parks and Trails Committee**

**City of Livingston**  
**Application for Appointed Office**

(Revised 3/17/03)

21

Appointed Position Seeking: Parks and Trails Committee

Date of Application: 11/10/16

Name: Greg Oyler

Signed: Greg Oyler

Address: 207 North N St.

Telephone: daytime 605-431-9690

after 5:00 p.m.: 605-431-9690

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

e-mail address: greg.oyler@gmail.com

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

2. Are you a registered voter? Yes

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

4. Describe the reasons you are interested in this appointment: Interested in increasing trails and connectivity in Livingston. Increase walking and biking, increase recreational opportunities, plan for future development.

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

See  
Cover  
letter

A. Occupation: Worked for Federal land agencies for past ten years, Firefighter

B. Education: University of Montana, B.S. Double Major

C. Experience: Previously participated in trail building on public lands and transportation charrettes in Missoula, MT

(please attach a detailed resume if desired)

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

7. Are you currently serving on any Community Boards? NO

A. If yes, please describe those boards. \_\_\_\_\_

8. Current Employer? United States Forest Service

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Possibly

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Bring the point of conflict up with the

Committee and follow their guidance. Choose ~~to~~ to limit my participation in the particular issue surrounding the point of conflict.

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

# Greg Oyler

## Wildland Firefighter

707 North N Street  
Livingston, MT 59047  
605-431-9690  
greg.oyler@gmail.com

### Profile

As a seven year resident of Park County and new property owner in Livingston, I am very interested in participating in developing and planning this town's trail infrastructure.

- Majors in Resource Conservation and Environmental Studies from University of Montana
- Studied sustainable transportation and urban planning
- Assisted with trail construction for hiking and biking trails in multiple states
- Longtime trail user and advocate
- Participated in transportation design charrettes

### EXPERIENCE

#### **USFS, Livingston/Big Timber, MT - Wildland Firefighter**

April 2016 - PRESENT

#### **USFS, Overgaard, AZ - Wildland Firefighter**

April 2015 - November 2015

#### **Yellowstone National Park, WY - Wildland Firefighter**

May 2009- October 2014

- Work in a multifaceted, goal oriented, team environment
- Engage with multiple stakeholders
- Multidisciplinary work environment
- Excels in problem solving and compromise to reach mutually acceptable outcomes

**Backup material for agenda item:**

**F. CONSENT - Approve Appointment of Mike Gomez for Parks and Trails Committee**

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

**Appointed Position Seeking:** Livingston Parks & Trails Comm.

**Date of Application:** 12/13/2016

Name: Mike A. Gomez

Signed: Mike A Gomez

Address: 611 ND St

Telephone: daytime 222-5361

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

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

e-mail address: \_\_\_\_\_

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

2. Are you a registered voter? Yes

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

4. Describe the reasons you are interested in this appointment: Interested in developing and improving the city's parks and trails system. This will provide many benefits to its citizens and improve tourism.

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

A. Occupation: Retired

B. Education: BS Computer Science

C. Experience: Master Gardener. RSVP volunteer. Several years working to improve our urban forests, parks, and trails

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? Yes. Currently serving as Chair on two city boards.

7. Are you currently serving on any Community Boards? \_\_\_\_\_

A. If yes, please describe those boards. Tree Board, Parks & Trails Comm.

8. Current Employer? None

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Yes

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? State the nature of the conflict and recuse myself from any action that may influence the outcome.

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



**Backup material for agenda item:**

- A. RESOLUTION NO. 4715 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH BIG BEAR CONTRACTING, FOR CONSTRUCTION AND EQUIPMENT NECESSARY FOR THE LIVINGSTON DISPATCH CENTER REMODEL.**

**CITY OF LIVINGSTON FISCAL NOTE**

Ordinance # \_\_\_\_\_  
 Resolution # 4715

**Fiscal Analysis Assumptions**

- This resolution authorizes a construction contract for the remodel of the dispatch center.
- The entire remodel project will be financed with a combination of grants, loans, reserves, and City and County contributions. (See Attached Further Detail)

<input checked="" type="checkbox"/> Budgeted Expenditure	<input type="checkbox"/> Unbudgeted Expenditure:
	<input type="checkbox"/> Unanticipated Revenue
	<input type="checkbox"/> Reserves
	<input type="checkbox"/> Other Line Item Savings

<u>Costs by Object</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Personnel			
Operating			
Capital	\$ 132,546		
Debt Service			
<b>Total Costs</b>	<u>\$ 132,546</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Fund Name      Dispatch Fund	\$ 132,546		
<b>Total</b>	<u>\$ 132,546</u>	<u>\$ -</u>	<u>\$ -</u>

Signature      Jessie R. Hogg  
 Date              12/28/2016

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4715

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

**Purpose of Legislation:** A resolution of the City Commission of the City of Livingston, Montana authorizing the City Manager to sign the Notice of Award and Agreement with Big Bear Contracting for the Livingston Police and Dispatch Remodel.

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

**Background:** Following a decision to proceed with the Livingston Police Dispatch Center Remodel, which was designed and let for bid, the City selected the lowest responsible bidder, Big Bear Contracting, to provide construction services and equipment necessary for the Livingston Dispatch Center Remodel. The bid from Big Bear Contracting was approximately \$8,000.00 less than the next closest bid, and Big Bear’s work has been timely and competent. A proposed Notice of Award and Agreement setting forth the terms and conditions for providing the services and equipment have been drafted and are awaiting the Livingston City Commission’s approval. The City Manager and Big Bear Contracting are ready and willing to fully execute the documents upon the Livingston City Commission’s approval.

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

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

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

**RESOLUTION NO. 4715**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF AWARD AND AGREEMENT WITH BIG BEAR CONTRACTING. FOR CONSTRUCTION AND EQUIPMENT NECESSARY FOR THE LIVINGSTON DISPATCH CENTER REMODEL.**

**WHEREAS**, following a decision to proceed with the Livingston Dispatch Center Remodel, which was designed and let for bid, the City selected the lowest responsible bidder, Big Bear Contracting, to provide construction services and equipment necessary for the Livingston Dispatch Center Remodel; and

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

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

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

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

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4715**

**Authorizing City Manager to Sign Notice of Award and Agreement with Big Bear Contracting for Livingston Dispatch Center Remodel Construction and Equipment**

**Page 1**

**AGREEMENT**

THIS GENERAL AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and BIG BEAR CONTRACTING, a Construction Company with its principal place of business located 33 Sundance Drive Livignston, Montana 59047 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

**RECITALS:**

- A. The City requires completion of the project commonly known as the “Livingston-Park County Dispatch Remodel” (LPD “Project”). The Project is set forth and described in detail in the Contract Documents described in this Agreement; and
- B. The Contractor is engaged in the business of general contracting, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the Project and is ready, willing and able to undertake and perform the Project under the terms and conditions contained in this Agreement.

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

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

3. SCOPE OF WORK/SERVICES. Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the work shall be completed may be generally described as “Livingston-Park County Dispatch Remodel.”

4. CONTRACT DOCUMENTS. In addition to this Agreement, the contract documents shall consist of the the Call for Bids, the Instructions to Bidders, the Bid Form, the Non-Discrimination Affirmation Form, Montana Prevailing Wage Rates, all attachments and exhibits to the foregoing documents, all documents referenced in the foregoing documents, the Contractor’s bid, all issued addenda, all drawings and architectural documents, bonds, and insurance certifications as required (the foregoing documents are collectively referred to in this Agreement as the “Contract Documents.”) The Contract Documents are collectively attached hereto and incorporated as Exhibit A.

5. NATURE OF RELATIONSHIP.

a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.

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

c. The Contractor hereby states that it is either covered by Worker’s Compensation and Unemployment Insurance or has obtained an exemption from the Montana Department of Labor and Industry pursuant to Mont. Code Ann. §§ 39-71-401(3) and 39-51-204(2), as is evidenced by the certificates of insurance or exemption documents attached hereto and incorporated herein as Exhibit B. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.

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

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

a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Project as set forth in this Agreement.

b. It has inspected the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.

c. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing the work.

d. It has reviewed the bid specifications, Exhibit A, and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.

e. It will complete the Project in a workmanlike manner according to industry standards and practices.

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

7. **ADDITIONAL CONTRACTOR RESPONSIBILITIES.** The Contractor shall:

a. Give employment preference to bona fide Montana residents in the performance of the

work.

b. Pay the travel allowance in effect and applicable to the district in which the work is being performed.

c. Pay the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site. The prevailing wage and fringe benefits rates for the current year are attached hereto and incorporated herein as Exhibit C.

d. Retain records regarding its payment of the standard prevailing rate of wages, including fringe benefits, for a period of three (3) years after the Contractor's completion of work on the Project.

## 8. PAYMENT.

a. Subject to additions or deductions by change order, the Contractor shall perform his obligations under this agreement for the contract price of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00). Pay estimates submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted 11 days before the regularly scheduled meeting of the City Commission to the Livingston Finance Office at 110 South B Street, Livingston, Montana.

b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.

c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred. If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

d. In the event this Agreement for public construction is in excess of \$5,000.00, the Contractor hereby acknowledges that this Agreement is subject to the public contractor's tax in the amount of 1% of the gross receipts received from the City and that the City is



required by law to withhold said sum and to send said sum to the Montana Department of Revenue pursuant to Mont. Code Ann. § 15-50-206.

e. Pursuant to Mont. Code Ann. § 18-2-404(2), at least One Thousand and No/100 Dollars (\$1,000.00) of the total contract price shall be withheld until termination of this Agreement.

**9. TERMINATION OF AGREEMENT.**

a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Contractor shall deliver to the City a written notice specifying the nature of the City’s failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Contractor to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Contractor shall provide the City with a written notice to terminate this Agreement. The Contractor may only terminate this Agreement if it is not at fault for the City’s failure to perform. Failure of the City to make payment as provided in this Agreement shall be considered nonperformance and cause for termination, unless the Contractor is at fault for the City’s nonpayment.

b. The City may terminate this Agreement upon not less than ten (10) days prior written notice to Contractor. If the City terminates this Agreement for a reason other than fault of the Contractor, the Contractor shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

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

at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

11. **INSURANCE AND BONDING.** During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage and bonding. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and bonding and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. The Contractor shall:

a. Maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$750,000.00 per claim and \$1,500,000.00 for each occurrence. (Mont. Code Ann. § 2-9-108).

b. Maintain workmen's compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.

c. Make, execute, and deliver to the City a good a sufficient bond with a surety company licensed in Montana, as surety, conditioned that Contractor shall (i) faithfully perform all of the provisions of this Agreement, (ii) pay all laborers, mechanics, subcontractors, and material suppliers, and (iii) pay all persons who supply the Contractor or subcontractors with provisions, provender, material, or supplies for performing the work.

12. **NOTICES.** All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change

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

13. **MODIFICATION AND WAIVER.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.

14. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.

15. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.

16. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

17. **CAPTIONS, HEADINGS, AND TITLES.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.

18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.

21. LIAISON. The designated liaison with the City is Lisa Lowy, who can be reached at (406) 823-6000. The Contractor's liaison is Charlton Pino, who can be reached at (406) 220-1902.

22. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the State of Montana, without regard to its conflicts of law principles.

23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used. If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

**CITY OF LIVINGSTON, MONTANA,**  
a municipal corporation and  
political subdivision of the state of Montana

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR,**  
BIG BEAR CONTRACTING, by Charlton Pino

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Date

### City/County Dispatch Remodel

Item	Cost	Funding Sources					Total Funding Sources
		Grant	Dispatch Reserves	City	County	911 Reserves	
Replace 911 UPS downstairs	24,954.00					24,954.00	\$ 24,954.00
UPS Electrical	7,046.00					7,046.00	\$ 7,046.00
Dispatch Furniture	50,000.00		25,184.00			24,816.00	\$ 50,000.00
New Motorola Radio Consoles/3 position & Net Clock	267,442.00	124,346.00	118,096.00			25,000.00	\$ 267,442.00
Kirk Michels Architect Fees (20% of construction)	42,139.46		6,904.00	17,617.73	17,617.73		\$ 42,139.46
Cabling	11,544.00			5,772.00	5,772.00		\$ 11,544.00
Grounding	4,815.09			2,407.55	2,407.55		\$ 4,815.09
Construction	132,546.00		44,500.00	33,931.00	33,931.00	20,184.00	\$ 132,546.00
Labor to Move and Install Equip. (Industrial Comm.)	4,816.00		4,816.00				\$ 4,816.00
Police Furniture/Equipment	6,000.00			6,000.00			\$ 6,000.00
<b>Total</b>	<b>\$ 551,302.55</b>	<b>\$ 124,346.00</b>	<b>\$ 199,500.00</b>	<b>\$ 65,728.28</b>	<b>\$ 59,728.28</b>	<b>\$ 102,000.00</b>	<b>\$ 551,302.55</b>

Capital Item Carryforward from FY 2016  
 FY 17 Budget  
 Bid/Quoted Price

**Backup material for agenda item:**

- B. RESOLUTION NO. 4716 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA APPROVING THE FUNDING OFFER FROM USDA FOR FUNDS TO BE USED IN THE CITY OF LIVINGSTON WATER RECLAMATION FACILITY UPGRADE.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4716

**Date of First Consideration / Status:** December 27, 2016

**Purpose of Legislation:** A resolution of the City Commission of the City of Livingston, Montana resolving to accept funding from the USDA for the Livingston Water Reclamation Facility Upgrade.

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

**Background:** The City has submitted an application for funding for a portion of the City of Livingston Water Reclamation Facility Upgrade to the USDA, and the USDA offered funds on December 27<sup>th</sup>, 2016, but requires that the governing body approve the funding offer within 30 days. The City Manager and City Administration are ready willing and able to proceed with the project when the funds are approved and so request the City Commission approve the funding offer through this resolution

**Fiscal Impact:** Budgeted Item.

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

**Attachments:** Letter



**RESOLUTION NO. 4716**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA APPROVING THE FUNDING OFFER FROM USDA FOR FUNDS TO BE USED IN THE CITY OF LIVINGSTON WATER RECLAMATION FACILITY UPGRADE.**

**WHEREAS**, the City has submitted an application for funding for a portion of the City of Livingston Water Reclamation Facility Upgrade to the USDA, and the USDA offered funds on December 27<sup>th</sup>, 2016, but requires that the governing body approve the funding offer with in 30 days; and

**WHEREAS**, the letter from USDA offering the funds and requiring the resolution approving the funding offer by the Livingston City Commission, which is attached hereto and incorporated herein; and

**WHEREAS**, the City Manager and City Administration are ready willing and able to proceed with the project when the funds are approved and so request the City Commission approve the funding offer through this resolution.

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

The City Commission hereby resolves to accept the funding offer from USDA for the Livingston Water Reclamation Facility Upgrade.

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Resolution No. 4716**  
**Resolving to Accept the Funding Offer from the USDA for the Livingston Water Reclamation Facility Upgrade**  
**Page 1**



December 27, 2016

City of Livingston  
Attn. Lisa Lowy, City Manager  
414 E. Callender Street  
Livingston, MT 59047

**SUBJECT:** City of Livingston Water Reclamation Facility Upgrade Wastewater Application, CFDA NUMBER – 10.760

RD Loan -	\$ 5,000,000
RD Grant -	\$ 1,715,000
Applicant:	\$ 300,000
Other Funding:	<u>\$10,150,000</u>
TOTAL	\$17,165,000

Dear Manager Lowy:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The funding will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred in by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

You must meet all conditions necessary to start construction within 36 months of this letter. If you have not met these conditions, the Agency reserves the right to discontinue the processing of your application and funds awarded will be cancelled.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms by start of business on 12/30/2016 to maintain the interest rate offered:

- Form RD 1942-46, "Letter of Intent to Meet Conditions"
- Form RD 1940-1, "Request for Obligation of Funds"

**Rural Development • Montana State Office**  
2229 Boot Hill Court • Bozeman, MT 59715  
Voice (406) 585-2520 • Fax (855) 576-2674

USDA is an equal opportunity provider and employer.

To file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

The funds will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official. Thus, this letter in itself does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. Once the Form 1940-1 is signed and remitted back to the Agency, the request will be processed and funds will be approved and obligated. Please provide a resolution from the governing body approving the funding offer within 30 days of the date of this letter.

Extra copies of this letter are being provided to you for use by your engineer, attorney, bond counsel and accountant. All parties may access information and regulations referenced in this letter at our website located at [www.rd.usda.gov](http://www.rd.usda.gov). The conditions are as follows:

## **PROJECT DETAIL**

**1. Project Description** – Funds will be used to construct these upgrades to its Water Recovery Facility (WRF) in 2017 / 2018: Improvements to the headworks, improvements to the influent pumping station, construct a new sequencing batch reactor (SBR) secondary treatment to replace the existing rotating biological contactors (RBC's), modify the existing chlorine contact basin to house a new UV disinfection system, make improvements to solids handling by repurposing the existing secondary clarifier to WAS storage, install a rotary drum for solids thickening, add a 5<sup>th</sup> composing vessel and install pumping an polymer feed equipment, modify the anaerobic digesters to aerobic digesters, extend City water supply to the WRF to replace the well currently used for non-potable processes, and upgrade the WRF's controls and its electrical and emergency power generator capacity

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred in by the Agency.

## **2. Project Schedule**

- a. Debt Authorization: All required notice / vote and approval of the debt must be completed within 180 days of the date of this letter.

If the debt is not fully authorized within 180 days of the date of this letter, the funding offered herein will be withdrawn with no further notice.

- b. Establishment of Rates and Charges: All administrative requirements to enact the required rates and charges must be completed 30 days prior to issuing the notice to proceed.
- c. Construction Schedule: The project is required to begin construction no later than 36 months from the date of this funding offer. If the project will not begin construction within 36 months you may request up to an additional 24 months provided the applicant has sufficient funding available to complete the project. If the proposed project is no

longer fully funded the agency reserves the right to discontinue the processing of the application

Final design (Month/YR)	<u>2/2017</u>
Estimated Project advertisement for Bid	<u>3/2017</u>
Estimated bid opening date	<u>5/5/2017</u>
Estimated notice to proceed date	<u>5/16/2017</u>
Number of contract days	<u>534</u>
Estimated substantial completion date	<u>10/31/2018</u>
Estimated final inspection	<u>12/01/2018</u>

3. **Project Funds - Project Costs**

**Project funding is planned from the following sources:**

<b><u>Funding Source</u></b>	<b><u>Funding Amount</u></b>
Applicant Contribution	\$ 300,000.00
Treasure State Endowment Fund	\$ 625,000.00
Renewable Resource Grant or Loan	\$ 125,000.00
SRF	\$ 9,400,000.00
RUS LOAN	\$ 5,000,000.00
RUS GRANT	\$ 1,715,000.00
<b>TOTAL</b>	<b>\$ 17,165,000.00</b>

**Project Budget-Funding from all sources has been budgeted for the estimated expenditures as follows:**

<b><u>Project Cost</u></b>	<b><u>Total Budgeted:</u></b>
Loan Reserves	\$ 1,050,000.00
Legal Fees	
Bond Costs	\$ 50,000.00
Interim Interest	\$ 75,000.00
Engineering	
	Basic Services \$ 1,398,622.00
	RPR \$ 490,000.00
(too be determined)	Scada Programming \$ -
	Project Administration \$ 150,609.00
Equipment	\$ 1,113,274.00
Construction	\$ 11,125,329.00
Project Contingency	\$ 1,712,166.00
<b>TOTAL</b>	<b>\$ 17,165,000.00</b>

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary.

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. Obligated loan or grant funds not needed to complete the proposed project will be de-obligated prior to start of construction. Any reduction will be applied to grant funds first. An addenda to this letter of conditions will be issued for any changes to the total project budget.

## **LOAN AND GRANT TERMS**

**4 Repayment** – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be 480 equal amortized monthly installments, beginning one month after closing. For planning purposes, use a 1.375% interest rate and an amortization factor of 2.71, which provides for a monthly payment of \$13,550.

The payment due date will be established as the day that the loan closes (the 28<sup>th</sup> is the due date when loans are closed on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup>).

**5 Security** – The loan will be secured by a Revenue Bond with parity lien position in the amount of \$5,000,000. The bond will be fully registered as to both principal and interest in the name of the United States of America.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or its authorizing law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983(c).

The services of a recognized bond counsel are required. The bond counsel will prepare the form of resolution to be used, in accordance with Subpart D of RUS Instruction 1780. You should immediately provide your bond counsel with a copy of this letter of conditions, attachments, and enclosures. The bond counsel must prepare for Rural Development the draft bond documents no less than **90 days** before advertising for bid.

Additional security requirements are contained in RUS Bulletin 1780-12, “Water and Waste System Grant Agreement,” and RUS Bulletin 1780-27, “Loan Resolution (Public Bodies).” A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The Bond Resolution and Loan Resolution must be duly adopted and executed prior to loan closing. The Grant Agreement must be fully executed prior to the first disbursement of grant funds.

**6. Electronic Payments** – Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, “Authorization Agreement for Preauthorized Payments,” for all new and existing indebtedness to the Agency prior to loan closing. It will allow for your payment to be electronically debited from your account on the day your payment is due.

**7. Construction Completion Timeframe** - All projects are required to be completed and all funds disbursed within five years of obligation. The construction time line must be followed to assure construction starts within 36 months so the final advance of Agency funds is completed within 5 years. If funds are not disbursed within five years of obligation, you must submit a written waiver request with adequate justification of extenuating circumstances beyond your control for an extension of time. Any additional requests for waivers beyond the initial extension will be submitted through the State Office to the Assistant Administrator for concurrence decision.

**8. Disbursement of Agency Funds** Agency funds are not available until such time as the project has been bid and construction contracts have been signed. Any applicant contribution will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached prior to start of construction or loan closing, whichever occurs first, with all other funding sources on how funds are to be disbursed. Agency grant funds will be expended last. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. Grant funds must not be disbursed prior to loan funds except as specified in RUS Instruction 1780.45(d).

For all loans exceeding \$500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple advances of Agency loan funds. You must provide the Agency with a copy of the interim loan financing agreement for review prior to advertising for bids. The Agency approval official may make an exception when interim financing is cost prohibitive or unavailable.

When all parties agree that the closing requirements can be met, a mutually acceptable date for the loan closing will be scheduled. The RD bond funds will only be advanced when RD is in receipt of the Bond. The Bond will be held “in anticipation of the applicant’s receipt of funds (escrow).” Once funds have been received by the applicant RD will process receipt of the Bond. Bond Counsel shall issue to RD an electronic copy of the Bond Opinion on the date of closing with the original document sent to the Bozeman State Office on the same date as closing.

Grant funds from the Agency will be disbursed by multiple advances through electronic transfer of funds after interim financing or Agency loan funds are expended, in accordance with RUS Instruction 1780.45. Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. **The funds should be disbursed by the recipient immediately upon**

**receipt and there should be little interest accrual on the Federal funds.** Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- a. The recipient receives less than \$120,000 in Federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

**9. Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:

- a. **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment. The reserve balance to be deposited from loan funds equals \$162,600 plus 25% to meet parity bond requirements of \$40,650 for a total deposit at closing of \$203,150. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.
- b. **Short-Lived Asset Reserve** – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the preliminary engineering report, you must deposit \$96,658/ yr. into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. This fund deposit may need to be adjusted annually based on inflation.

Current assets can also be used to establish and maintain reserves for expected expenses, including but not limited to operation and maintenance, customer deposits, deferred interest during the construction period, and an asset management program.

## **REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS**

### **10. Environmental Requirements –**

At issuance of this letter the request for comment on 106 consultation was not concluded (to be concluded on 12/29/2016). If a consultation request is received this funding offer is held with no further action until consultation has been concluded and this letter amended if needed to add additional mitigation. The following lists of action(s) are required for successful completion of the project and must be adhered to during project design and construction.

Mitigation:

**Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the foreman and a representative of Rural Development. Construction shall be temporarily halted pending the notification process and further directions issued by Rural Development after consultation with the State Historic Preservation Officer (SHPO).**

**If excavation within any area of the project uncover human remains, all work shall cease immediately in accordance with the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) and State Code. The area around the discovery shall be secured and the County Coroner and State Archeologist at SHPO shall be notified immediately. The State Archeologist shall notify the affected tribes or THPO, and USDA RD SEC without delay.**

**If the proposed building site is changed the impacts to floodplains will require addition examination.**

**The City is responsible to obtain the required flood plain permit form the Montana DNRC and incorporate any mitigation into the project.**

**The PCE groundwater plume remediation should be monitored and copies of correspondence between the parties provided this office.**

The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

**11. Engineering Services** – The agreement for engineering services must consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as modified by RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Disposal Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency must concur in the agreement and any modifications for professional engineering services prior to beginning design. The current edition required is E-500, 2014 edition. If you have any other version please contact us immediately. The Agency concurrence will need to be requested immediately following approval of the loan and/or grant. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

By signing Form RD 1942-46, “Letter of Intent to Meet Conditions,” you certify that you have procured engineering services through a public announcement, and have selected those services based on demonstrated competence and qualifications for the type of services required at a fair and reasonable price.



The proposed engineering services agreement is not the EJCDC format. The ESA must be reviewed and approved by our Office of General Counsel prior to bidding the project.

**12. Contract Documents, Final Plans and Specifications –**

- a. The contract documents must consist of the EJCDC Construction Contract Documents as modified by RUS Bulletin 1780-26 or other Agency approved forms of agreement.
- b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require an updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.
- c. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

**13. Legal Services –** You will be required to execute a legal services agreement with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. A copy of this agreement must be submitted for Agency review and concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

**14. Property Rights -** Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. **Form RD 442-20, “Right-of-Way Easement”** – This form may be used to obtain any necessary easements for the proposed project.
- c. **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- d. **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.

The above rights-of-way forms may contain a few exceptions, such as properties that must be condemned. However, prior to closing or the start of construction, whichever occurs first, new forms must be provided which do not provide for any exceptions that have not been determined by the Agency as acceptable.

You are responsible for the acquisition of all property rights necessary for the project and will determine that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser in order to validate the price to be paid.

**15. System Policies/Procedures** – The facility must be operated on a sound business plan. You must adopt policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence prior to advertising for bids, along with the documents below, unless otherwise stated.

- a. Conflict of Interest Policy** – Prior to advertising for bid, you will certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict (by written notice); (2) a prohibition of interested members of the applicant’s governing body from voting on any matter in which there is a conflict (meeting minutes to document interested members did not vote on the matter), and (3) the specific process defining how the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, “Sample Conflict of Interest Policy,” at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Disclosure must be in the form of a written letter signed and dated by the applicant’s official. A negative disclosure of the same format is required if no conflicts are anticipated.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

- b. **Contracts for Other Services/Lease Agreement** – Drafts of any contracts or other forms of agreements for other services, including management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.
- c. **Parity Agreement** – Projects with parity liens must have in place a written agreement between the parity lenders. The draft agreement must receive Agency concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements must be submitted prior to bidding the project.

**16. Closing Instructions** – The Agency will prepare closing instructions as soon as the draft bond documents including rights of way documents have been finalized. Closing instructions must be obtained prior to our authorization for you to bid the project.

**17. Construction Account** – You must establish a construction account for all funds related to the project. All project funds will be deposited with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. A separate account will not be required for Federal funds and other funds; however, the recipient must be able to separately identify, report, and account for all Federal funds, including the receipt, obligation and expenditure of funds. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral, in accordance with 31 CFR Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

**18. System Users** – This letter of conditions is based upon your indication at application that there will be at least 3265 residential users and 455 non-residential users on the system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase in

user rates, sign up of an adequate number of other users, reduction in project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

If you are relying on mandatory connection requirements, you must provide evidence of the authorizing ordinance or statute along with your user certification.

**19. Other Funding** – Prior to advertising for bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter from each source.

**20. Proposed Operating Budget** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O&M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency which supports the operation, maintenance, debt service, and reserves, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, “Operating Budget,” or similar format may be utilized for this purpose. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested please contact our office for information.

**21. Permits** –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertisement for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

**22. Bid Authorization** – Once all the conditions outlined in this letter have been met, Rd may authorize you to advertise the project for construction bids. Such advertisement must be in accordance with the appropriate State statues. No Notice of Award will be issued until RD concurs with the engineer’s recommendations.

**Obligated loan and grant funds not needed to complete the proposed project will be de-obligated prior to construction. Any reductions will be applied to grant funds first.**

When all parties agree that the closing requirements can be met, a mutually acceptable date for the loan closing will be scheduled.

Cost Overruns. If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns

will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.

**23. Recommendation for Award and Concurrence of Recommendation** – After the bid tabulation, the engineer makes a recommendation for award. If the award is based in part on consideration of bid alternatives, any procedures of the Instruction to Bidders and requirements of state law must be followed. The owner and owner's attorney evaluate the engineer's recommendation and submit the following to the Rural Development Processing Office for concurrence:

- 1) A written request from the owner to the Rural Development Processing Office starting at a minimum which bidder the owner wants to make the award to, which bid alternatives they wish to award, if any, and the proposed amount of the award.
- 2) A copy of the Affidavit of Publication for the Bid Advertisement – certified, dated and signed.
- 3) Certified tabulation of bids (signed and sealed by the consulting engineer).
- 4) A complete copy of the apparent low bidder's bid submittal, including:
  - (a) Bid Proposal.
  - (b) Bid Bond or other security and powers-of-attorney.
  - (c) Executed Certifications including "Compliance Statement" (Form RD 400-6), "Certification Regarding Debarment" (Form AD-1048) and "Lobbying Certification" (RD Instruction 1940-Q, Exhibit A-1), and any other required forms.
- 5) Engineer's written recommendation to award the contract to a specific bidder including:
  - (a) An analysis of recommended contractor's ability to perform successfully under the terms and conditions of the proposed contract. Consideration must be given to such matters as contractor integrity, record of past performance, and financial and technical resources (i.e. responsible bidder).
  - (b) Statement that requirements of Instructions to Bidders were met (i.e. responsive bid), including documentation from the owner that any informalities not met are waived.
  - (c) Thorough documentation of any recommendation to award to other than the low bidder (requires submittal of all bidders' packages from the recommended bidder down to apparent low bidder).

## **REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

**24. Contract Review** – Your attorney will certify that the executed contract documents, including performance and payment, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for its concurrence. The Notice to Proceed cannot be issued until the Agency has concurred in the construction contracts.

**25. Resident Inspector(s)** – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must concur in the request. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred in by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the pre-construction conference.

**26. Preconstruction Conference** – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and provide minutes of this meeting to the owner and Agency.

**27. Final Rights-of-Way** – If any of the rights-of-way forms previously provided contained exceptions, new forms which do not provide for any exceptions must be provided prior to the issuance of the notice to proceed. For projects involving the acquisition of land, you must provide evidence that you have title to the land prior to the issuance of the Notice to Proceed.

**28. Insurance and Bonding Requirements** - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a. **General Liability Insurance** – Include vehicular coverage.
- b. **Workers' Compensation** – In accordance with appropriate State laws.
- c. **Fidelity or Employee Dishonesty Bonds** – You will provide coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction and throughout the life of the loan, the amount of coverage must be for at least the total annual debt service of the Agency loan. The Agency will be identified in the fidelity bond for receipt of notices. Form RD 440-24, "Position Fidelity Schedule Bond," or similar format may be used.

- d. **National Flood Insurance** - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
- e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

### **CONSTRUCTION AND POST CONSTRUCTION REQUIREMENTS:**

**29. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requests all financed water and wastewater systems to have a VA/ERP in place. New water or wastewater systems should provide a certification that an ERP is complete prior to the start of operation, and a certification that a VA is complete should be submitted within one year of the start of operation. Borrowers with existing systems may provide a certification that a VA and ERP are completed prior to authorization to advertise for bids. The VA/ERP documents are not submitted to the Agency. Technical assistance is available in preparing these documents at no cost to you. The VA/ERP should address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years.

**30. Other Requirements** – All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a. **System for Award Management.** You will be required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: <http://sam.gov>. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).

- b. **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

- c. **Certified Operator(s).** Evidence must be provided that your system has or will have, as defined by applicable State or Federal requirements, a certified operator(s) available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

**31. Inspections** - The Agency requires a pre-construction conference, pre-final and final inspections, and warranty inspection. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one year warranty period (need to schedule at 11 months) to address and/or resolve any warranty issues. The Agency will conduct an inspection of your records management system at the same time, and will continue to inspect the facility and your records system every three years for the life of the loan. You must participate in these inspections and provide the required information.

**32. Change Orders** – Prior Agency concurrence is required for all Change Orders.

**33. Payments** – Agency concurrence is required for all Invoices and Partial Payment Requests before Project Funds will be released. On a one per month basis, the project funds administrator will prepare a Payment Request which incorporates all invoices and contractor payment estimates due for the current month. This Payment Request will include an Engineering Invoice Summary on the attached “EXHIBIT B EJCDC Engineer Invoice Summary” signed by the engineer and owner.

**34. Use of Remaining Funds** – Applicant contribution and connection or tap fees will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

- a. Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b. Agency loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.
- c. Grant funds not expended for authorized purposes will be cancelled within 60 days of final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency’s intent to cancel the remaining funds and given appropriate appeal rights.

## **SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN**

**35. Prepayment and Extra Payments** - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.



**36. Graduation** - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you are able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

**37. Security/Operational Inspections** – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information. Your conflict of interest policy will be reviewed at this time.

**38. Annual Report/Audit Requirements** – You are required to submit an annual report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. You will retain all records, books and supporting material for three years after the issuance of the annual report. The annual reports must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided and how irregularities will be reported.

The type of financial information that must be submitted is specified below:

- a. **Audits** – All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within the time frames listed below.

An annual audit is required in the following instances:

- **Single Audit.** If you expend \$750,000 or more in Federal financial assistance per fiscal year, an audit under the Single Audit Act an audit is required. The total Federal funds expended from all sources shall be used to determine Federal financial assistance

expended. Expenditures of interim financing are considered Federal expenditures. The audit must be submitted within 270 days of fiscal year end.

- b. **Financial Statements** – If you expend less than \$750,000 in Federal financial assistance per year you must submit financial statements in lieu of an audit which include at a minimum a Balance Sheet and an Income and Expense Statement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.

**39. Insurance.** You will be required to maintain insurance on the facility and employees for the life of the loan.

**40. Statutory and National Policy Requirements**– As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Subpart E of Part 1901 of this Title, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by State and local public entities which provides services, programs and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities which accommodate the public.
- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and

discrimination under federally assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during compliance reviews. Compliance reviews will typically be conducted in conjunction with the security inspections.

**41. Data Collection.** If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will collect this data as part of the required compliance review.

We look forward to working with you to complete this project. If you have any questions, please contact us at 406-585-2520.

Sincerely,



STEVEN P. TROENDLE  
Community Programs Director

Attachments

E-cc: John E. Walsh, State Director  
Ben Johnson, Bond Counsel  
AE2S Engineer  
Anna Miller, DNRC  
Becky Anseth, TSEP

## Exhibit A

### I. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

#### A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

#### B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

#### C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

**Exhibit B**

**EJCDC INVOICE**

<b>EJCDC Engineering Invoice Summary</b>							
Owner Name and Address _____					Invoice Number: _____		
					Invoice Date: _____		
Project: _____					Due Date: _____		
					Billing Period: _____		
	Exhibit C payment Service Performed	Original Contract Amount	Amendments	Revised Contract Amount	Paid To Date	Due This Invoice	Balance Remaining
<b>Exhibit C Basic Services</b>	Study and Report Phase	\$ -	\$ -	\$ -			\$ -
	Preliminary Design Phase			\$ -			\$ -
	Final Design Phase			\$ -			\$ -
	Bidding Phase			\$ -			\$ -
	Construction Phase		\$ -	\$ -			\$ -
	Post Construction Phase			\$ -			\$ -
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Exhibit C</b>							
<b>RPR-2</b>	Inspection Fees			\$ -			\$ -
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXHIBIT C Additional Services</b>	Other (list service)			\$ -			\$ -
	Other (list service)			\$ -			\$ -
	Other (list service)			\$ -			\$ -
	Other (list service)			\$ -			\$ -
	Project administration		\$ -	\$ -			\$ -
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Current Billing:</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Summary</b>							
	<b>Basic Services</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>RPR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Add. Services less Project admin</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>Project administration</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Funds Difference</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Is the % of RPR fees claimed in line with the total % of Construction completed?					YES/NO (If NO, explain on attached sheet) Circle One		
_____ Submitting Engineer's Signature				_____ Owner's Approval Signature			

**Backup material for agenda item:**

- A. DISCUSS/APPROVE/DENY - Election of Livingston City Commission Chairperson and Vice Chairperson**

- The City Commission shall annually elect a chair and a vice chair at the first meeting in January to serve until the next chair and vice chair are elected.

*Code of Ordinances, City of Livingston, Montana § 2-14(A).*

- Chairman. The presiding officer of the City Commission shall be the Chairman who shall preserve strict order and decorum at all meetings of the Commission. The chairman shall assign each Commission member to a seat at the Commission table, as he or she may deem appropriate. The Chairman shall state, or cause to be stated, every motion coming before the Commission, announce the decision of the Commission on all subjects, and decide all questions of order, subject, however, to an appeal to the Commission at large, in which event a majority vote of the Commission shall govern and conclusively determine such question of order.

*Code of Ordinances, City of Livingston, Montana § 2-14(B).*

- Vice Chairman. In the Chairman's absence or in the case of the Chairman's inability to act, the Vice Chair shall be designated by the Commission to perform the duties of the Chairman.

*Code of Ordinances, City of Livingston, Montana § 2-14(C).*



**Backup material for agenda item:**

**B. DISCUSS/APPROVE/DENY- Chairperson's Assignment of Seats at Commission Tables**

- The City Commission shall annually elect a chair and a vice chair at the first meeting in January to serve until the next chair and vice chair are elected.

*Code of Ordinances, City of Livingston, Montana § 2-14(A).*

- Chairman. The presiding officer of the City Commission shall be the Chairman who shall preserve strict order and decorum at all meetings of the Commission. The chairman shall assign each Commission member to a seat at the Commission table, as he or she may deem appropriate. The Chairman shall state, or cause to be stated, every motion coming before the Commission, announce the decision of the Commission on all subjects, and decide all questions of order, subject, however, to an appeal to the Commission at large, in which event a majority vote of the Commission shall govern and conclusively determine such question of order.

*Code of Ordinances, City of Livingston, Montana § 2-14(B).*

- Vice Chairman. In the Chairman's absence or in the case of the Chairman's inability to act, the Vice Chair shall be designated by the Commission to perform the duties of the Chairman.

*Code of Ordinances, City of Livingston, Montana § 2-14(C).*

**Backup material for agenda item:**

**C. DISCUSS/APPROVE/DENY - Chairperson's Appointment of City Commissioners to  
Advisory Boards and Commissions**

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## Creating City Boards and Committees

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Committee's are alphabetized in each form of appointment. These include:

### 1. Commission Chairman Nominates/Commission Confirms Appointment;

- Board of Appeals Infrastructure
- City Board of Adjustments
- City Tree Board
- Parks and Trails Committee
- Historical Preservation Commission
- Library Board
- Skate Park Committee
- Urban Renewal Agency

### 2. Commission Chairman Appoints City's Representative;

- City-County Airport Board
- City-County Health Board
- City-County Building Maintenance Committee
- City Planning Board

### 3. City Commission Appoints Representative;

- Communication Advisory Committee
- City/County Community Trails & Green Way Task Force
- EMS Committee
- Livingston Urban Transportation Committee (Transportation Coordinating Committee)
- Sister City Committee
- Urban Design Plan Implementation
- Yellowstone Country

### 4. City Manager Nominates/Commission Confirms;

- Police Commission

### 5. City Manager Coordinates or Appoints Committee and Task Force Representatives.

- Mayor's Landing Committee Task Force
- Personnel / Insurance Committee
- Safety Committee

[Application for Appointed Office](#)  
click here

If you are interested in any Boards and Commissions and would like to apply, please print, fill out and return the above application to the City of Livingston, 414 East Callender Street, Livingston, MT 59047



LIVINGSTON CITY COMMISSION  
CURRENT BOARDS AND COMMISSIONS

Board of Appeals – Open

Board of Adjustments – Open

Tree Board – Mel Friedman

Parks and Trails – Dorel Hoglund

Historical Preservation – Open

Library Board – Open

Skate Park – James Bennett

Urban Renewal Agency – Quentin Schwarz

City/County Airport – Open

City/County Health Board – James Bennett

City/County Planning – Dorel Hoglund

**Backup material for agenda item:**

**D. DISCUSS/APPROVE/DENY - Request for support and signature on school choice proclamation**



## PROCLAMATION REQUEST MEMORANDUM

**TO:** The Honorable James Bennett  
Chairman, City Commission, City of Livingston

**FROM:** Andrew R. Campanella  
President, National School Choice Week

**SUBJECT:** City of Livingston School Choice Week (Jan. 22 – 28)

**DATE:** November 28, 2016

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I am writing to respectfully request that you issue an official proclamation commemorating January 22 - 28, 2017 as City of Livingston School Choice Week.

I have attached draft proclamation text for your convenience. The proclamation, along with National School Choice Week, provides you with an opportunity to recognize the excellent education options available to families in City of Livingston as a part of a nationwide celebration.

Held every January, National School Choice Week shines a spotlight on effective education options for children – including traditional public schools, public charter schools, public magnet schools, private schools, online learning, and homeschooling.

National School Choice Week 2017 will feature nearly 20,000 independently-planned events across all 50 states, which will make it the largest celebration of educational opportunity in American history. Schools and community organizations in almost every city and county across America are participating.

As a nonpolitical, nonpartisan public awareness campaign, National School Choice Week does not advocate for legislation. We have enjoyed wide support from elected officials of both parties. During our celebration in 2016, more than 250 mayors and county executives, along with 33 governors, issued proclamations recognizing the Week. The US Senate also unanimously passed a bipartisan resolution recognizing NSCW.

I hope you will join us in celebrating National School Choice Week by issuing an official proclamation. If you have any questions, please contact National School Choice Week's outreach manager, Noelle DeLaney, at [noelle@schoolchoiceweek.com](mailto:noelle@schoolchoiceweek.com), or by telephone at 202-480-2927 ext. 820. Thank you in advance for your consideration.



## SUGGESTED PROCLAMATION LANGUAGE

A Proclamation Commemorating City of Livingston School Choice Week

WHEREAS all children in City of Livingston should have access to the highest-quality education possible; and,

WHEREAS City of Livingston recognizes the important role that an effective education plays in preparing all students in City of Livingston to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of City of Livingston; and,

WHEREAS City of Livingston is home to a multitude of excellent education options from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS our area has many high-quality teaching professionals who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, James Bennett do hereby recognize January 22-28, 2017 as City of Livingston **SCHOOL CHOICE WEEK**, and I call this observance to the attention of all of our citizens.

---

### INSTRUCTIONS:

- To download a copy of this language in Word format, visit [www.schoolchoiceweek.com/proclamations](http://www.schoolchoiceweek.com/proclamations).
- If you issue a proclamation, please send a .pdf copy of the proclamation to Noelle DeLaney at [Noelle@schoolchoiceweek.com](mailto:Noelle@schoolchoiceweek.com), so that we may recognize you for participating.
- If you choose to send a hard copy of an issued proclamation, please send it to: Noelle DeLaney, National School Choice Week, 28 Paul Drive, San Rafael, California 94903.



Albany County, New York  
Allen, Texas  
Amador County, California  
Amarillo, Texas  
Apple Valley, California  
Arlington Heights, Illinois  
Arlington, Texas  
Armstrong County, Pennsylvania  
Atlantic City, New Jersey  
Aurora, Colorado  
Austin, Texas  
Avondale, Arizona  
Baker County, Oregon  
Baltimore, Maryland  
Bannock County, Idaho  
Bay St. Louis, Mississippi  
Beaverton, Oregon  
Benewah County, Idaho  
Bessemer, Alabama  
Bethlehem, Pennsylvania  
Billings, Montana  
Biloxi, Mississippi  
Birmingham, Alabama  
Bloomington, Illinois  
Bolingbrook, Illinois  
Boynton Beach, Florida  
Broome County, New York  
Bucks County, Pennsylvania  
Cache County, Utah  
Camden, New Jersey  
Carbon County, Pennsylvania  
Cascade County, Montana  
Charleston, South Carolina  
Charlotte, North Carolina  
Chattanooga, Tennessee  
Chautauqua County, New York  
Clark County, Nevada  
Cleveland, Ohio  
Clifton, New Jersey  
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Gainesville, Florida  
Garden Grove, California  
Garland County, Arkansas  
Gary, Indiana  
Gilbert, Arizona  
Gilchrist County, Florida  
Goldsboro, North Carolina  
Gooding County, Idaho  
Greeley, Colorado  
Greene County, New York  
Greenville, South Carolina  
Hamilton County, Ohio  
Hancock County, Maine  
Hawaii County, Hawaii  
Henderson, Nevada  
Hernando County, Florida  
Hesperia, California  
Highland Village, Texas  
Hillsborough County, Florida  
Hilo County, Hawaii  
Hilton Head Island, South Carolina  
Hoover, Alabama  
Indian River County, Florida  
Indio, California  
Irving, Texas  
Irvington, New Jersey  
Jackson County, Missouri  
Jackson County, Oregon  
Jackson, Mississippi  
Jacksonville, Florida  
Jefferson County, Missouri  
Johnson County, Kansas  
Johnson County, Wyoming  
Joliet, Illinois  
Kalamazoo, Michigan  
Kansas City, Missouri  
Kent County, Michigan  
Kent, Washington  
Killeen, Texas  
Kissimmee, Florida  
La Paz County, Arizona  
Laguna Niguel, California  
Laguna Niguel, California  
Lake , Florida  
Lake County, Oregon  
Lakeland, Florida  
Lakewood, Colorado  
Largo, Florida  
Las Cruces, New Mexico  
Lauderhill, Florida  
League City, Texas  
Lee County, Florida  
Lehigh County, Pennsylvania  
Lewis County, New York  
Lewisville, Texas  
Los Angeles County, California  
Loudon County, Virginia  
Lyon County, Nevada  
Madera County, California

From: **Noelle DeLaney** noelle@schoolchoiceweek.com  
Subject: Proclamation Request  
Date: December 14, 2016 at 5:05 AM  
To: James Bennett jrbennett@livingstonmontana.org

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Dear Chairman Bennett:

I am writing to follow up on a letter sent to you by my office a few weeks ago.

We are respectfully requesting that you consider joining city and county leaders across the country in officially recognizing January 22-28, 2017 as School Choice Week in Livingston.

Issuing a proclamation provides an opportunity to shine a positive spotlight on the K-12 education options available for children and families in Livingston.

Last year, more than 240 mayors and county leaders, along with 33 governors and the unanimous United States Senate, issued proclamations recognizing National School Choice Week, which in 2017 will feature more than 20,000 events across America.

National School Choice Week is entirely nonpolitical and nonpartisan, and we do not advocate for or against any legislation. Our goal is simply to raise awareness, among parents, of the K-12 education options available to their children.

Please let me know if you will be able to issue this proclamation and help us raise awareness of the importance of opportunity in education. I greatly appreciate your consideration.

A copy of draft proclamation language is provided below. Thank you in advance.

Best,  
Andrew

**Andrew Campanella**  
**President**  
**National School Choice Week**  
**209-256-4950**  
[arc@schoolchoiceweek.com](mailto:arc@schoolchoiceweek.com)

#### SUGGESTED PROCLAMATION LANGUAGE

Livingston School Choice Week

WHEREAS all children in Livingston should have access to the highest-quality education possible; and,

WHEREAS Livingston recognizes the important role that an effective education plays in preparing all students in Livingston to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of Livingston; and,

WHEREAS is home to a variety of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS Livingston has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, James Bennett do hereby recognize January 22-28, 2017 as Livingston School Choice Week, and I call

this observance to the attention of all of our citizens.

## INSTRUCTIONS

After issuing the proclamation, please send a PDF copy via e-mail to [arc@schoolchoiceweek.com](mailto:arc@schoolchoiceweek.com), or to Noelle DeLaney at [noelle@schoolchoiceweek.com](mailto:noelle@schoolchoiceweek.com), so that we may appropriately recognize you for issuing this proclamation. If you would like to send a copy of the proclamation by mail, you can send it to Noelle DeLaney, National School Choice Week, 28 Paul Drive, San Rafael, CA 94903.

December 11 2016

This message was intended for: [jbennett@livingstonmontana.org](mailto:jbennett@livingstonmontana.org)  
You were added to the system December 13, 2016.  
For more information [click here](#). [Update your preferences](#)  
[Unsubscribe](#) | [Unsubscribe via email](#)