



Livingston City Commission Agenda

March 01, 2016

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 2.16.16 Regular Commission Meeting Page 4
- B. CONSENT Approve Bills and Claims for 2nd Half of February 2016 Page 8
- C. CONSENT - Ratify Claim 2nd Half of February 2016 Page 14

6. Proclamations

7. Scheduled Public Comment

- A. Scheduled Public Comment - Parks & Trails Committee Update by Mike Gomez
- B. Scheduled Public Comment - City Planning Board Page 16

8. Public Hearings

- A. RESOLUTION NO. 4638 -- 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 \$163,138.00. Page 19

9. Ordinances

10. Resolutions

- A. RESOLUTION NO. 4637 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN TWO (2) CHANGE ORDERS WITH WILLIAMS CIVIL CONSTRUCTION FOR 2015 CAPITAL IMPROVEMENTS PROJECT (CIP). Page 44

- B. RESOLUTION NO. 4639 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, UPDATING THE CITY'S PARTICIPATION IN THE STATE'S SHORT TERM INVESTMENT POOL (STIP) Page 50

- C. RESOLUTION NO. 4640 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH SPRING CORPORATION FOR THE CONSTRUCTION OF A FIELD HOUSE AT THE NORTH SIDE PARK SOCCER COMPLEX. Page 59

- D. RESOLUTION NO. 4641 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN THE INTERCAP LOAN AGREEMENT. Page 79

11. Action Items

- A. DISCUSS/APPROVE/ DENY - REVIEW APPLICATIONS FOR THE OPEN SEAT ON URBAN RENEWAL AGENCY (URA) BOARD Page 103

- B. DISCUSS/APPROVE/DENY - Applications for Parks & Trails Committee of Gavin Clark and Christopher Newhouse Page 111

- C. DISCUSS/APPROVE/DENY - Re-appointment of Peter Fox to the City Planning Board Page 114

- D. DISCUSS/APPROVE/DENY -- Solid Waste Tipping Fee Increase Page 116

- E. DISCUSS/APPROVE/DENY -- PRESENTATION FROM PUBLIC WORKS REGARDING SPRING CLEANUP Page 130

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 2.16.16 REGULAR COMMISSION MEETING

MINUTES

Livingston City Commission
Tuesday, February 16, 2016
6:30 p.m.
City- County Complex, Community Room

1. Call to Order Roll Call

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

2. Moment of Silence

3. Pledge of allegiance

4. Consent Items (00:03:17)

A. CONSENT - Approve minutes from 2.2.16 Regular Commission Meeting

B. CONSENT - APPROVE CLAIMS FOR 1ST HALF OF FEBRUARY 2016

C. CONSENT -- RATIFY CLAIMS FOR 1st HALF OF FEBRUARY 2016

- Friedman made a motion to approve Consent Items A-C. Hoglund seconded.
 - All in favor, motion passed 5-0.

5. Proclamations

6. Scheduled Public Comment

A. SCHEDULED PUBLIC COMMENT -- JANET PRESCOTT TO DISCUSS DOWNTOWN ECONOMIC DEVELOPMENT (00:04:01)

- Patricia Grabow and Leslie Feigel spoke on behalf of Scheduled Public Comment A and C.

B. SCHEDULED PUBLIC COMMENT -- TOM AND SCOTT COLEMAN REGARDING DOWNTOWN VAULTS (00:31:00)

- Tom and Scott Coleman made comments (00:31:00)
- Merlin Moss and Jennifer Wiles made comments (00:44:50)
- Theresa Coleman made comments (00:52:35)
- Kevin Brown made comments (00:54:09)

C. SCHEDULED PUBLIC COMMENT -- PATRICIA GRABOW TO PRESENT ON BEHALF OF LIVINGSTON DOWNTOWN COALITION ON 2016 NATIONAL PARKS CENTENNIAL CELEBRATION / DOWNTOWN ECONOMIC DEVELOPMENT PROPOSAL (00:04:01)

- Patricia Grabow and Leslie Feigel spoke on behalf of Scheduled Public Comments A and C.

7. Public Hearings

8. Ordinances

9. Resolutions

A. RESOLUTION NO. 4637 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A CHANGE ORDER WITH WILLIAMS CIVIL CONSTRUCTION FOR 2015 CAPITAL IMPROVEMENTS PROJECT (CIP). (01:04:27)

- Sandberg made a motion to table Resolution No. 4637 until the next meeting. Schwarz seconded.
 - All in favor, motion passed 5-0.

B. RESOLUTION NO. 4636 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO AMEND THE BUDGET FOR FISCAL YEAR 2015-2016, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$163,138.00 AND CALLING FOR A PUBLIC HEARING. (01:22:42)

- Carol Goosey made comments (01:32:16)
- Schwarz made a motion to pass Resolution No. 4636. Friedman seconded.
 - All in favor, motion passed 5-0.

C. RESOLUTION NO. 4635 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC. FOR WASTE WATER TREATMENT PLANT UPGRADE (WWTP) DESIGN. (01:33:28)

- Dan Emter made comments (02:01:50)
- Friedman made a motion to pass Resolution No. 4635. Hoglund seconded.
 - Motion passed 4-1. (Sandberg opposed.)

Chairperson Bennett called for a recess at 02:14:44.

Meeting reconvened at 02:20:12

10. Action Items

A. DISCUSS/APPROVE/DENY -- CALLENDER STREET CORRIDOR STUDY (02:20:40)

B. DISCUSS/APPROVE/DENY -- SETTING A DATE FOR WASTE WATER TREATMENT PLANT (WWTP) TOUR WITH CITY COMMISSION (02:10:40)

- Meeting scheduled for February 26, 2016 at 2:00 p.m. at the Public Works Building.

PRESENTATION FROM PUBLIC WORKS

SCHEDULED PUBLIC COMMENT -- PRESENTATION FROM PUBLIC WORKS DEPARTMENT ON LIVINGSTON WATER QUALITY REPORT - MATHEW WHITMAN (02:40:00)

11. Manager Comment (02:49:30)

- Work Session scheduled for February 23 at 5:00 p.m.

12. City Commission Comments

- Sandberg made comments (02:59:38)
- Hogle made comments (03:05:29)
- Bennett made comments (03:07:39)

13. Public Comments

15. Adjournment 9:45 p.m. (03:10:03)

Backup material for agenda item:

B. CONSENT Approve Bills and Claims for 2nd Half of February 2016

02/23/16
15:20:48CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 3/16Page: 1 of 5
Report ID: AP100Z

For doc #s from 27668 to 27760, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	322020 GENERAL BUSINESS	999999 HAMPLEMAN, JACQUELINE	Refund Bus Lic 1433-	80.00
1000 GENERAL	341010 SALE OF MAPS AND PUBLICAT	999999 TAYLORS PROFESSIONAL LAWN	Over Pmt on 2016 Bus	10.00
1000 GENERAL	410360 CITY JUDGE	2608 STATE OF MONTANA - ITSD	33% Video conferenci	109.27
1000 GENERAL	411030 PLANNER	162 CENTURYLINK	Planning Dept	76.82
1000 GENERAL	411030 PLANNER	63 HOUSE OF CLEAN	Towels	4.20
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Mat Cleaning	8.56
1000 GENERAL	411030 PLANNER	3387 J & H, Inc.	Copier	16.17
1000 GENERAL	411100 CITY ATTORNEY	2823 WEST PAYMENT CENTER -	Law Info Charges Jan	262.44
1000 GENERAL	411230 FACILITY MAINTENANCE	2276 BIG BEAR ELECTRIC, LLC	37% LED Lights Outsi	942.76
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	21.94
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	City/County Complex	82.22
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	Finance Office	55.25
1000 GENERAL	411230 FACILITY MAINTENANCE	3110 PLATT	37% LED	34.74
1000 GENERAL	411230 FACILITY MAINTENANCE	3110 PLATT	37% LED	31.14
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	68.21
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	2,600.44
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	8.17
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	110 S. B Street	885.63
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E. Callender Int	1,600.00
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E. Callender Int	1,462.50
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	Taxes, Fees	55.72
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	Internet	888.63
1000 GENERAL	411700 CENTRAL STORES	2958 NEOPOST USA, INC	Postage Labels	10.25
1000 GENERAL	411700 CENTRAL STORES	2999 TEAR IT UP L.L.C.	Shredding 110 S. B S	50.80
1000 GENERAL	411700 CENTRAL STORES	2596 US POST OFFICE -	City Annex Postage &	625.00
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel 520 gal	691.83
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	Canon Copier Lease -	275.29
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	Canon Copier Lease -	275.29
1000 GENERAL	420100 OPERATING ACCOUNT	2376 KYNETT, JESSIKA	Reimburse shipping c	7.18
1000 GENERAL	420100 OPERATING ACCOUNT	879 VERIZON WIRELESS	Air Cards - Feb.	400.30
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE -	Smoke alarm, 9v batt	74.91
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE -	Batteries	19.98
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE -	Sawall blades	45.98
1000 GENERAL	420400 OPERATING ACCOUNTS	2 A-1 MUFFLER, INC.	R1 water pump, radia	672.00
1000 GENERAL	420400 OPERATING ACCOUNTS	662 L.N. CURTIS & SONS	Air compressor servi	1,292.00
1000 GENERAL	420400 OPERATING ACCOUNTS	2666 MUNICIPAL EMERGENCY	Battery holder assem	237.00
1000 GENERAL	420400 OPERATING ACCOUNTS	23 CARQUEST AUTO PARTS	Silicone spray	15.39
1000 GENERAL	420400 OPERATING ACCOUNTS	1920 HORIZON AUTO PARTS	R1 battery	91.31
1000 GENERAL	420402 RESERVE AMB/FIREFIGHTERS	2784 PROFESSIONAL HEALTH	Physicals	2,060.00
1000 GENERAL	420410 RESERVES OPERATING	999999 STOWELL, LARRY	Reimburse training e	58.00
1000 GENERAL	430950 ROAMING OPERATING	147 LIVINGSTON UTILITY	Parks & Cem Garbage	278.82
1000 GENERAL	430950 ROAMING OPERATING	23 CARQUEST AUTO PARTS	Oil & Filters	142.96
1000 GENERAL	430950 ROAMING OPERATING	23 CARQUEST AUTO PARTS	Oil	23.96
1000 GENERAL	430950 ROAMING OPERATING	15 JOHN DEERE FINANCIAL	Manual	137.60
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	CEMETERY	21.07
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	ARCS & POSTS	281.58
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	G STREET PARK	136.61
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	CONCESSION BB	75.28
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	SOFTBALL FIELD	9.40
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	SOCCER FIELD	1.25

For doc #s from 27668 to 27760, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	WEIMER	11.40
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	229 RIVER	8.00
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 RIVER	7.79
1000 GENERAL	460430 PARKS OPERATING	162 CENTURYLINK	Park Dept	101.15
1000 GENERAL	460430 PARKS OPERATING	63 HOUSE OF CLEAN	Towels	4.18
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Concrete & Supplies	60.76
1000 GENERAL	460442 CIVIC CENTER ADMIN	1747 CANON FINANCIAL SERVICES,	Contract Services	86.10
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	54 GATEWAY OFFICE SUPPLY	Folders Rec Dept	8.49
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Reimburse Office Max	11.97
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	999999 PARK HIGH PUBLICATIONS	1/3 Yearbook Ad + 2	100.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3361 SPARK LASER CREATIONS	Pint Glass w/Rec VBa	75.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3586 TARR, MARGARET	Reimburse Costco Con	285.49
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3586 TARR, MARGARET	Reimburse Costco Con	212.42
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	34 MOUNTAIN AIR SPORTS	Youth BBal Uniforms/	2,842.10
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3588 CUMMINS, HEATHER	\$9.00/hr @ 10 hours	90.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3575 ROOPE, KYRA	\$10.00/hr @ 16 hours	160.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3586 TARR, MARGARET	Reimburse Costco Con	107.20
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3577 MONTGOMERY, MELODY	Rural H2O Conf Meals	38.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3577 MONTGOMERY, MELODY	Rural H2O Conf Milea	243.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3576 BARKMAN, ASHLEY	\$10.00/hr @ 10 hours	110.00
Total for Fund:				21,954.30
2310 TAX INCREMENT DISTRICT -	470300 ECONOMIC DEVELOPMENT	250 INSTY-PRINTS	Copies for URA	18.20
Total for Fund:				18.20
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	112 S B SL	132.75
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	202 S 2ND SL	28.06
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	I90 & 89S SL	7.55
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	97 VIEW VISTA SL	7.55
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	600 W PARK SL	80.81
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	412 W CALLENDER SL	89.39
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	1100 W GEYSER SL	10.93
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	900 W GEYSER SL	11.27
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	132 S B SL	184.54
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	E & ALLEY SL	55.44
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	18 W PARK SL	98.75
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	F & G & CALLENDER SL	51.51
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	D & E & CALLENDER SL	68.99
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	M & N & CALLENDER SL	78.42
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	PARK & 13 SCHOOL	8.23
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N7 & MONTANA & CHINO	53.60
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N2 & MONTANA & CHINO	87.18
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	GLENN SL	109.62
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	105 W PARK SL	48.90
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 N MAIN SL	18.17
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	114 W SUMMITT SL	35.46
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	110 S B SL	183.83
Total for Fund:				1,450.95

02/23/16
15:20:48

CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 3/16

Page: 3 of
Report ID: AP100Z

For doc #s from 27668 to 27760, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	147 LIVINGSTON UTILITY	Street Shop	46.19
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	151 NORTHWESTERN ENERGY	406 BENNETT 1/2	426.60
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Supplies	37.97
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Supplies	22.77
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3293 BLACKFOOT COMMUNICATIONS	Internet	50.49
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	98 GRAYBEAL'S ALL SERVICE	50% Down Heaters	3,100.00
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	63 HOUSE OF CLEAN	Towels	4.20
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3387 J & H, Inc.	Copier	16.17
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Supplies	235.18
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3587 MOMAR	Supplies	183.36
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	2109 ROCKY MOUNTAIN TRUCK	Lights	264.00
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3390 TD&H ENGINEERING, INC	2016 CIP	2,664.96
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3472 UTILITIES UNDERGROUND	811	18.84
Total for Fund:				7,079.28
2820 GAS TAX	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Roller	16.14
2820 GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	Roadmix & Round	3,658.21
2820 GAS TAX	430240 STREET DEPARTMENT	776 KENYON NOBLE	Concrete	29.52
Total for Fund:				3,703.87
3003 2000 FIRE TRUCK GOB	490100 GEN OBLIGATION BONDS	1416 US BANK	Paying Agent Fee - G	350.00
Total for Fund:				350.00
4099 RAILROAD CROSSING LEVY	411850 RAILROAD UNDERPASS	1110 DOWL HKM	Livingston MRL MOU	387.50
4099 RAILROAD CROSSING LEVY	411850 RAILROAD UNDERPASS	1110 DOWL HKM	Liv Alternate Access	542.50
Total for Fund:				930.00
5210 WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	- Supplies	60.55
5210 WATER OPERATING	430515 WATER SERVICES	23 CARQUEST AUTO PARTS	Utility Roll	47.49
5210 WATER OPERATING	430515 WATER SERVICES	424 ENERGY LABORATORIES, INC.	B16011285	2,673.75
5210 WATER OPERATING	430515 WATER SERVICES	3387 J & H, Inc.	Copier	16.17
5210 WATER OPERATING	430515 WATER SERVICES	776 KENYON NOBLE	Cement	51.96
5210 WATER OPERATING	430515 WATER SERVICES	10 MOBILE REPAIR & WELDING,	Repairs on backhoe	57.00
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	40 WATER TOWER	45.54
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	132 S B	1,047.39
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	200 E RES	104.76
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	56 WATER TOWER	518.70
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	D & GEYSER WELL	1,718.34
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	FINCH	120.10
5210 WATER OPERATING	430515 WATER SERVICES	2437 O'REILLY AUTOMOTIVE, INC	Wipers	24.04
5210 WATER OPERATING	430515 WATER SERVICES	1814 SPECIAL LUBE	Oil Change	44.00
5210 WATER OPERATING	430515 WATER SERVICES	3472 UTILITIES UNDERGROUND	811	18.84
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	147 LIVINGSTON UTILITY	Utility Shop	119.92
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	162 CENTURYLINK	Utility Billing 1/3	75.69
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	63 HOUSE OF CLEAN	Towels	4.20
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 BENNETT 1/3	330.56

For doc #s from 27668 to 27760, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3390 TD&H ENGINEERING, INC	2016 CIP	6,514.34
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	2816 ADVANCED LITHO PRINTING	14,000 Bills	288.66
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	1839 MARATHON PRINTING	7 3/4" window envelo	93.33
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	2958 NEOPOST USA, INC	Postage Labels	10.24
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	2596 US POST OFFICE -	City Annex Postage &	625.00
Total for Fund:				14,619.13
5310 SEWER OPERATING	430620 FACILITIES	147 LIVINGSTON UTILITY	Utility Shop	89.96
5310 SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	Utility Billing 1/3	75.70
5310 SEWER OPERATING	430620 FACILITIES	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
5310 SEWER OPERATING	430620 FACILITIES	151 NORTHWESTERN ENERGY	330 BENNETT 1/3	330.56
5310 SEWER OPERATING	430625 SEWER SERVICES	3387 J & H, Inc.	Copier	16.17
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	800 W CAMB PUMP	27.02
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	3 ROGERS LS	45.52
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	200 E RES	12.21
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	900 RIVER PUMP	114.90
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	1011 RIVER DR PUMP	24.24
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	MONROE LS	409.46
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	CRAWFORD LS	27.19
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	2800 E PARK LS	209.01
5310 SEWER OPERATING	430625 SEWER SERVICES	3472 UTILITIES UNDERGROUND	811	18.84
5310 SEWER OPERATING	430630 COLLECTION AND	63 HOUSE OF CLEAN	Towels	4.20
5310 SEWER OPERATING	430630 COLLECTION AND	3390 TD&H ENGINEERING, INC	2016 CIP	2,664.95
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	147 LIVINGSTON UTILITY	Sewer Plant	342.29
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	162 CENTURYLINK	Sewer Plant	169.52
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3293 BLACKFOOT COMMUNICATIONS	Internet	50.50
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B15121657	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B16010421	90.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	B16020427	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	54 GATEWAY OFFICE SUPPLY	Supplies	110.19
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	102 INDUSTRIAL TOWEL	Mat Cleaning	23.90
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	2830 LEHRKIND'S COCA-COLA	Water	41.45
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	151 NORTHWESTERN ENERGY	316 BENNETT WWTP	7,244.33
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	2816 ADVANCED LITHO PRINTING	14,000 Bills	288.67
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	1839 MARATHON PRINTING	7 3/4" window envelo	93.34
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	2958 NEOPOST USA, INC	Postage Labels	10.25
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	2596 US POST OFFICE -	City Annex Postage &	625.00
Total for Fund:				13,371.92
5410 SOLID WASTE	430820 FACILITIES	147 LIVINGSTON UTILITY	Street Shop	46.20
5410 SOLID WASTE	430820 FACILITIES	147 LIVINGSTON UTILITY	Utility Shop	100.77
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Utility Billing 1/3	75.70
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Scale House	99.00
5410 SOLID WASTE	430820 FACILITIES	63 HOUSE OF CLEAN	Towels	4.20
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Mat Cleaning	8.55
5410 SOLID WASTE	430820 FACILITIES	3387 J & H, Inc.	Copier	16.16
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	406 BENNETT 1/2	426.60
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	408 BENNETT SCALE	83.80
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	408 BENNETT TS	698.42
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 BENNETT 1/3	330.56

02/23/16
15:20:48

CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 3/16

Page: 5 of
Report ID: AP100Z

For doc #s from 27668 to 27760, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 BENNETT COMPACTO	33.80
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3491 COFFMAN'S PEAK ELECTRIC,	Lighting at TS	422.50
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	Commodity Credit	-599.81
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	Plastic	199.80
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	Box Rent	400.00
5410 SOLID WASTE	430840 DISPOSAL	2919 FOUR CORNERS RECYCLING,	Pulls	2,970.00
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	2816 ADVANCED LITHO PRINTING	14,000 Bills	288.67
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	1839 MARATHON PRINTING	7 3/4" window envelo	93.33
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	2958 NEOPOST USA, INC	Postage Labels	10.25
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	2596 US POST OFFICE -	City Annex Postage &	625.00
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3293 BLACKFOOT COMMUNICATIONS	Internet	50.49
Total for Fund:				6,383.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	PALS recert class	700.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	Patient supplies	42.05
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3069 BILLINGS CLINIC TRAINING	ACLS recert	20.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2595 TOWN & COUNTRY FOODS -	Cleaning supplies	6.38
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	22 ALL SERVICE TIRE &	Tire rotation	20.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	1390 KEN'S EQUIPMENT REPAIR,	M1 oil change, fuel	434.10
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	389.83
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	33.58
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2 A-1 MUFFLER, INC.	Plymovent E1/T1 tail	90.00
Total for Fund:				1,735.94
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	3513 CAIN, WENDY	Flex account	118.73
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1901 HARRIS, JOSEPH E.	Flex account	350.00
7910 PAYROLL FUND	212971 Health Ins./MM - HSA	1901 HARRIS, JOSEPH E.	Flex account	123.67
7910 PAYROLL FUND	212971 Health Ins./MM - HSA	153 POWERS, DIANE	Flex account	156.00
7910 PAYROLL FUND	212971 Health Ins./MM - HSA	958 HARRINGTON, KEVIN	Flex account	29.80
Total for Fund:				778.20
Total:				72,375.78

Backup material for agenda item:

C. CONSENT - Ratify Claim 2nd Half of February 2016

02/10/16
12:23:48

CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 2/16

Page: 1 of 15
Report ID: AP100Z

For Doc # = 27666, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	351036 TIME PAYMENTS	532 PARK COUNTY JUSTICE OF	Hardesty,J TK15-0050	30.00
			Total for Fund:	30.00
			Total:	30.00

Backup material for agenda item:

B. Scheduled Public Comment - City Planning Board

City Manager

Edwin R. Meece

414 East Callender Street
Livingston, Montana 59047

(406) 222-2005 phone

(406) 222-6823 fax

citymanager@livingstonmontana.org

www.livingstonmontana.org

City of Livingston



Incorporated 1889

Chairman

James Bennett

17

Vice Chairman

Dorel Hoglund

Commissioners

Adam Stern

Mel Friedman

Jon Reddington

February 22, 2016

Livingston City Commission
414 East Callender Street
Livingston, MT 59047

RE: Growth Policy Update

Ladies and Gentlemen:

The City Planning Board has been working to re-write the City's Growth Policy for the last several years. After investing a great deal of time and effort, and after much discussion amongst the Board, we have come to the conclusion that the scope of this project is beyond what can be accomplished by the volunteer board.

We have made good progress and have reformulated the goals and objectives that we want to share with the public for their feedback. We have also updated many of the chapters and believe that all of the work thus far is useful as we move forward. However, moving forward will require some assistance.

The Board would like to apply, this summer, for a Community Development Block Grant (CDBG) Planning Grant to fund the hiring of a consultant to implement a community outreach program and to finish our Growth Policy. This Grant requires a 1 to 3 cash match. Assuming we ask for \$50,000, this would require the City to budget \$16,666 in matching funds. Park County is currently using this grant to re-write the County Growth Policy.

LIVINGSTON
Montana

GO BEYOND YELLOWSTONE



The City Planning Board believes that it is extremely important for the City to have a current Growth Policy that is reflective of the desires of the community. So, as we make this budget request, we intend to have an updated, temporary document prepared for your consideration by May or June of this year. This stop-gap measure will not be as extensive or as useful as the document we could produce through the use of the CDBG grant. It will however bring us back into compliance with spirit of the State Statute requiring review of our Growth Policy every five years.

We believe that this project should be a priority in the City's budget and we thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Stern", with a long horizontal flourish extending to the right.

City Planning Board
Adam Stern, Chairman

Backup material for agenda item:

- A. RESOLUTION NO. 4638 -- 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 \$163,138.00.**

Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution No. 4638

Date of First Consideration / Status: February 16, 2016. Public hearing on March 1, 2016.

Purpose of Legislation: To amend the budget for Fiscal Year 2015-2016.

Statutory Authority / Reference: Mont. Code Ann. §§ 7-6-4006(4), 7-6-4031(2) and 7-6-4006(3) (2015).

Background: The City Commission adopted a budget for Fiscal Year 2015-2016 when it approved Resolution No. 4576. Adjustments in the amount of \$163,138 are required in connection with Phase III of the tennis court rehabilitation.

Fiscal Impact: The fiscal impact to the City is detailed in the text of proposed Resolution No. 4638.

Regulatory Impact (local): N/A

Attachments: None

RESOLUTION NO. 4638

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 \$163,138.00.

WHEREAS, by Resolution No. 4576 the City of Livingston adopted its budget for Fiscal Year 2015-2016 (“FY 15-16”); and

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

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

WHEREAS, the budget for FY 15-16 requires a budget amendment by making appropriation adjustments in the amount of \$163,138.00 as specified herein.

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

That the City Commission hereby amends the budget for the City of Livingston, Montana, for Fiscal Year 2015-2016, by making amendments thereto as follows:

Revenue Estimate Adjustments

Ref #	Department	Description/Purpose	Account	Amount
1	Capital Improvement	Tennis Courts, Phase III	4010.365050	163,138
Total				\$ 163,138

Appropriation Adjustments

Ref #	Department	Description/Purpose	Account	Amount	Fund Reserves	Unanticipated Revenues	Unbudgeted Revenues
1	Capital Improvement	Tennis Courts, Phase III	4010.000.460430.940	163,138		x	
Total				163,138			

Resolution No. 4638
Amending budget for Fiscal Year 2015-2016 by making appropriation adjustments in the amount of \$163,138.00.

Dated this _____ day of March, 2016.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

ERIK COATE
City Attorney

Resolution No. 4638
Amending budget for Fiscal Year 2015-2016 by making appropriation adjustments in the
amount of \$163,138.00.
Page 2

**City of Livingston,
Montana**

Quarterly Financial Report



To The City Commission

Prepared January, 2016

COVERING THE HIGHLIGHTS OF THE FINACIAL ACTIVITIES OF THE CITY OF LIVINGSTON DURING

The Quarter Ending December 31, 2015

More detailed information will be furnished upon request to the City Manager's Office

Prepared by the City of Livingston Finance Department

Mid-Year Budget Review

Fiscal Year 2015-2016

The purpose of this report is to update the Commission on the status of the FY 16 budget through the first half of the fiscal year and recommend amendments to the budget. A summary of the city’s entire budget, as adopted, is shown below. A breakdown of the individual funds can be found in the last two pages of this report.

SUMMARY OF MAJOR REVENUES, EXPENDITURES AND OTHER FINANCING SOURCES/USES July 1, 2015 through June 30, 2016 (FY 16)

	Governmental Fund Types				Proprietary Fund Types	Trust & Agency	Total All Funds
	General	Special Revenue	Debt Service	Capital Project	Enterprise		
Projected Beginning							
Fund/Working Capital Balance	\$ 725,854	\$ 2,937,665	\$ 555,798	\$ 223,872	\$ 1,368,418	\$ 231,668	\$ 6,043,275
Total Estimated Revenues	4,187,454	4,036,738	203,680	1,200	6,287,389	10,000	14,726,461
Budgeted Expenditures	4,304,611	5,344,751	137,716	222,956	6,083,068	5,000	16,098,102
Projected Ending							
Fund/Working Capital Balance	\$ 608,697	\$ 1,629,652	\$ 621,762	\$ 2,116	\$ 1,572,739	\$ 236,668	\$ 4,671,634

Overview

The city’s budget includes 43 separate funds. Approximately 80% of the city’s budget, however, is encompassed in the eight primary operating funds listed below. Most of the comments in this report will focus on these operating funds.

- General Fund
- Library Fund
- Communications & Dispatch Fund
- Street Maintenance District Fund
- Water Fund
- Wastewater Fund
- Solid Waste Fund
- Ambulance Fund

Shown on the following table is a summary of budgeted revenues and expenditures, year-to-date totals, year-end projections, and the variance for each of the city's eight primary operating funds. As shown below, our revenues are currently 1% over our estimates and our expenditures are 0.4% under expenditure estimates. The net effect is a positive indicator.

Summary of Revenues, Expenditures, & Variances

Primary Operating Funds

July 1, 2015 - December 31, 2015

	Amended Budget	YTD 2nd Quarter	2nd Quarter Projections	Variance \$'s Postive (Negative)	Variance Percent (Negative)
Revenues					
General Fund	\$ 4,187,454	\$ 2,027,666	\$ 1,951,354	\$ 76,313	1.8%
Library Special Revenue Fund	387,276	207,531	194,529	13,002	3.4%
Communications & Dispatch Fund	503,406	268,978	250,344	18,634	3.7%
Street Maintenance District Fund	993,350	407,656	438,067	(30,412)	-3.1%
Water Fund	1,390,900	870,686	834,957	35,729	2.6%
Wastewater Fund	2,182,300	1,132,844	1,104,898	27,946	1.3%
Solid Waste Fund	1,835,595	919,434	905,499	13,934	0.8%
Ambulance Fund	878,594	407,313	433,605	(26,292)	-3.0%
Total	\$ 12,358,875	\$ 6,242,108	\$ 6,113,253	\$ 128,855	1.0%
Expenditures					
General Fund	\$ 4,283,770	\$ 2,134,701	\$ 2,122,617	\$ (12,084)	-0.3%
Library Special Revenue Fund	460,648	225,671	229,698	4,027	0.9%
Communications & Dispatch Fund	599,905	247,425	299,173	51,747	8.6%
Street Maintenance District Fund	1,065,269	501,042	488,500	(12,542)	-1.2%
Water Fund	1,581,206	654,045	669,481	15,436	1.0%
Wastewater Fund	2,152,056	801,333	827,790	26,456	1.2%
Solid Waste Fund	1,507,840	726,447	665,545	(60,902)	-4.0%
Ambulance Fund	1,075,686	420,002	463,014	43,012	4.0%
Total	\$ 12,726,380	\$ 5,710,665	\$ 5,765,817	\$ 55,152	0.4%

An analysis of each of these funds' revenues, expenditures, and variances is discussed in the following sections. Also included in the following analysis are recommended budget amendments necessary to prevent actual expenditures from exceeding appropriations in any individual fund.

Expenditure and Revenue Analysis

Personnel – All Funds

A large component of governmental budgets is personnel. In municipalities, the significant nature of construction and infrastructure projects cause personnel to be a smaller percentage of the city's budget than in many other governmental entities (such as schools). Nevertheless, personnel costs remain a significant element of the city's budget.

Personnel costs, unlike infrastructure and construction projects, are highly predictable. We do have cyclical personnel costs in many areas such as part-time parks workers, seasonal street crew workers, etc., yet we are able to project personnel costs with a high degree of accuracy. This year, in particular, we have had a number of positions vacant for varying amounts of time, which have skewed the salary and wages slightly.

Shown below is a table which shows total budgeted salaries, overtime and benefits for all funds of the city. Also shown are actual expenditures for the year and the percent of the budget expended. As shown by the table, we have expended a total of 48.8% of the personnel budget, with 50% of the year elapsed. Personnel costs, which represent nearly \$7.3 million of the city's total budget, are on target, if not slightly below estimates, at the mid-year point.

Personnel Costs	Budgeted	Expended 12-31-2015	Percent Expended
Salaries & Wages	\$ 4,591,590	\$ 2,238,225	48.7%
Overtime	303,750	203,889	67.1%
Benefits	2,402,010	1,121,900	46.7%
	<u>\$ 7,297,350</u>	<u>\$ 3,564,013</u>	<u>48.8%</u>

Note: The State of Montana contributes toward the city's three retirement systems. The city does not actually receive or expend these funds, however, accounting rules require the city to record the state's contribution as both a revenue and an expenditure. Actual expenditures shown above have been adjusted based on the state's budgeted contribution.

General Fund Revenues

We estimated we would collect \$4,187,454 of general fund revenues for the year. For the past three years, we have collected an average of 46.6% of our general fund revenues at the mid-year point. Half way through this year, we have collected 48.4% or 1.8% more than past years. Our general fund revenues appear to be on-target for the year.

General Fund Revenues	Actual/ Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	3,640,656	1,763,024	48.4%
Fiscal Year 2014	4,110,304	1,707,858	41.6%
Fiscal Year 2015	4,246,915	2,115,562	49.8%
	<u>\$ 11,997,875</u>	<u>\$ 5,586,444</u>	<u>46.6%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	4,187,454	2,027,666	48.4%

Prudent budgeting dictates that we are somewhat conservative in our estimates, yet remain realistic. Our initial revenue estimates met these basic budgeting criteria. Listed below are some of the significant general fund revenue sources which warrant discussion.

Property Taxes. The city's budget was based on an estimated mill value of \$10,555, which represented a decrease in the mill value of 3.9%. The actual mill value was \$10,562, or a 3.8% decrease in value. Within the General Fund, this difference of \$7.00 per mill will not significantly change our anticipated property tax collections.

We estimated we would collect \$1,811,733 of general fund property taxes for the year. We have collected a total of \$690,282 or 38.1% of our property tax estimate. On average for the past three years, we have collected 45.8% of our revenues at mid-year. Thus, we are 7.7% behind average collections for the previous three years. It appears collections were delayed by about one month from average, as we have received January's tax payments, and we appear to be on track in subsequent months. We will continue to closely

monitor our property tax collections; however we believe that our general fund property tax revenue will meet the estimate for the year.

General Fund Property Taxes	Actual/ Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	1,429,295	708,820	49.6%
Fiscal Year 2014	1,770,442	677,950	38.3%
Fiscal Year 2015	1,777,014	891,087	50.1%
	<u>\$ 4,976,751</u>	<u>\$ 2,277,857</u>	<u>45.8%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	1,811,733	690,282	38.1%

Building Permits. We have budgeted a total of \$67,000 in building permit revenue for the year. Through December we have collected \$43,582 or 65% of our estimate. Building permit revenue is a good indicator of our local economy, with 13 new residential building permits issued so far this year, while the total new residential building permits issued for Fiscal Year 2015 was 14.

State Entitlement/Reimbursement. State entitlement is in essence state revenue sharing. Several years ago, cities and counties received several individual revenue sources including: beer tax, wine tax, personal property reimbursement, and a portion of video poker machine tax revenue. The state began receiving these tax revenues and in return distributed state entitlement revenues to cities and counties. This revenue source is highly predictable. We budgeted \$1,060,106 and we have received \$531,468 or 50% of our estimate. Significant revenue sources like this, certainly contributes to our ability to make accurate general fund revenue estimates.

Time Payment/Fine Revenues. Time Payment revenue is derived from police fines, collected over time, if they are unable to pay at the time of issuance, whereas fine revenue is payment in full for fines issued. In the past, Time Payment revenue has been fairly stable, bringing in between \$85,000 and \$100,000 per year, however, in Fiscal Year 2015, this revenue source dropped off sharply. It appears this trend is continuing into Fiscal Year 2016. Fine Revenue, on the other hand seems to have made up for some of this downfall, as it is currently at 116% of the budget estimate, exceeding the full year's projections by nearly \$2,000, halfway through the year.

Special Revenue Fund Revenues

Library. In the current year we budgeted \$387,276 and through mid-year, we have collected 53.6% of our estimate. This is compared to a three year average collection rate of 50.3% as of mid-year. This is primarily due to a higher than anticipated donations and fee revenues.

Library SRF Revenues	Actual/ Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	407,467	207,959	51.0%
Fiscal Year 2014	417,311	200,949	48.2%
Fiscal Year 2015	445,571	229,557	51.5%
	<u>\$ 1,270,349</u>	<u>\$ 638,465</u>	<u>50.3%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	387,276	207,531	53.6%

Dispatch. Dispatch revenues are primarily monthly transfers in from the City General fund and quarterly payments from Park County and, therefore, are very consistent and predicable, with only slight variations in fee revenues. In the current year we budgeted \$503,406 and through mid-year, we have collected 53.4% of our estimate. This is compared to a three year average collection rate of 49.8% as of mid-year.

Dispatch Revenues	Actual/ Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	406,076	201,049	49.5%
Fiscal Year 2014	484,661	241,504	49.8%
Fiscal Year 2015	484,580	241,738	49.9%
	<u>\$ 1,375,317</u>	<u>\$ 684,290</u>	<u>49.8%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	503,406	268,978	53.4%

Street Maintenance. Through December, we have collected \$407,656 of our \$993,350 street maintenance revenue estimate or 41% of our annual revenue. This revenue is made up of mostly street maintenance assessments, collected along with the tax revenue. As with the tax collections, it appears street maintenance collections have been delayed by a month from historical collections.

Street Maintenance Revenues	Actual/ Budgeted	Received	Percent Received
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Prior Three Years:

Fiscal Year 2013	798,819	430,136	53.8%
Fiscal Year 2014	877,590	378,190	43.1%
Fiscal Year 2015	941,341	501,550	53.3%

	<u>\$ 2,617,749</u>	<u>\$ 1,309,876</u>	<u>50.0%</u>
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Budget Year:

Fiscal Year 2016	993,350	407,656	41.0%
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*FY13 excluded 400k intercap loan as revenue

Enterprise Fund Revenues

Water Fund - Water operating revenues (metered water sales) represent the vast majority of our water fund revenues. Total estimated metered water sales for the year are \$1,346,000. We have collected a total of \$849,915 or 63.1% of our estimated revenue. On average for the past three years, we collected 60.4% at mid-year. Thus, we are 2.7% ahead of the pace of prior years. Water revenues tend to be more variable, increasing or decreasing based on the weather and other factors.

Water Operating Revenues	Actual/ Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	1,466,035	906,238	61.8%
Fiscal Year 2014	1,369,447	828,511	60.5%
Fiscal Year 2015	1,329,743	782,497	58.8%
	<u>\$ 4,165,225</u>	<u>\$ 2,517,245</u>	<u>60.4%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	1,346,000	849,915	63.1%

Wastewater Fund – Wastewater operating revenues (wastewater sales) represent the vast majority of our wastewater fund revenues. Total estimated wastewater revenues for the year are \$2,143,600. We have collected \$1,116,455, or 52.1% of our estimate. On average, for the past three years, we have collected 51.6% of our wastewater revenues at mid-year. Wastewater revenues, are slightly ahead of our 3 year trend, at 0.5% over.

Wastewater Revenues	Actual/ Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	1,695,445	876,168	51.7%
Fiscal Year 2014	1,884,799	979,337	52.0%
Fiscal Year 2015	2,099,888	1,073,617	51.1%
	<u>\$ 5,680,132</u>	<u>\$ 2,929,122</u>	<u>51.6%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	2,143,600	1,116,455	52.1%

Solid Waste Fund – Garbage collection charges represent the vast majority of our Solid Waste Fund revenues. Total estimated garbage collection charges for the year are \$1,723,120. We have collected a total of \$868,466 through December or 50.4% of our estimate. For the three prior years, we had collected 49.4% of our annual collections at the mid-year point. We are ahead of our normal pace, by 1.0%. This is due primarily because of increased revenues from the Park County Contract. In addition we are seeing a more accurate charge to our customers due to the implementation of the scales.

Solid Waste Revenues	Actual/ Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	1,314,899	628,385	47.8%
Fiscal Year 2014	1,557,903	797,908	51.2%
Fiscal Year 2015	1,672,154	819,311	49.0%
	<u>\$ 4,544,956</u>	<u>\$ 2,245,605</u>	<u>49.4%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	1,723,120	868,466	50.4%

Ambulance Fund – Ambulance Service Revenues represent the vast majority of our Ambulance Fund revenues. Total estimated ambulance service revenues for the year are \$500,000. Revenue collections to date are \$284,390, or 56.9% of our estimate. We are well ahead of our 3 year average of 49.4%. This is due primarily to our new electronic patient care reporting which improves not only the accuracy of the billing, but also speeds up the service to collection lag we have seen in the past.

Ambulance Revenues	Actual/ Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	374,196	179,438	48.0%
Fiscal Year 2014	469,973	218,807	46.6%
Fiscal Year 2015	550,936	290,269	52.7%
	<u>\$ 1,395,106</u>	<u>\$ 688,515</u>	<u>49.4%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	500,000	284,390	56.9%

General Fund Expenditures

General Fund Expenditures	Actual/ Budgeted	Expended	Percent Expended
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Prior Three Years:

Fiscal Year 2013	3,495,583	1,669,479	47.8%
Fiscal Year 2014	3,571,533	1,928,618	54.0%
Fiscal Year 2015	4,167,258	1,968,559	47.2%

	<u>\$ 11,234,375</u>	<u>\$ 5,566,657</u>	<u>49.6%</u>
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Budget Year:

Fiscal Year 2016	4,143,264	2,030,770	49.0%
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General fund expenditures are highly predictable and are progressing right on pace at the mid-year point. We are estimating to spend \$4,143,264 and to date have spent \$2,030,770, or 49% of estimates. The average rate for the last three years is 49.6%. While there are a few items (Soccer Association impact fee waiver and other unbudgeted outside entity requests) that may need a budget amendment in the future, we will watch the budget to see if these items can't be absorbed within the operating budgets. If a budget amendment is necessary, they will be presented either at the 3rd or 4th Quarter Budget Review.

Special Revenue Fund Expenditures

Dispatch Fund. Half way through fiscal year 2016, the dispatch fund has spent \$247,425 of its \$599,905 appropriation, or 41.2% of estimates. This is in comparison to the three year average of 49.9% at this time of the year. The major difference is \$50,000 for a communications study that has not been completed yet, and therefore has not been paid for. Other than this, expenditures appear to be right on track for FY 2016.

Dispatch Expenditures	Actual/ Budgeted	Expended	Percent Expended
<u>Prior Three Years:</u>			
Fiscal Year 2013	426,956	209,854	49.2%
Fiscal Year 2014	457,550	227,717	49.8%
Fiscal Year 2015	461,865	234,229	50.7%
	<u>\$ 1,346,370</u>	<u>\$ 671,800</u>	<u>49.9%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	599,905	247,425	41.2%

Capital Improvement Fund. The Park County/Livingston Youth Tennis Association completed the final upgrade for the tennis courts within Sacajawea Park. The revenue was raised by the Tennis Association and forwarded along to the City, who paid the contractor. A budget amendment will be necessary for both the revenue and the expenditures in the amount of \$163,138.

Enterprise Fund Expenditures

Water. All expenditures for the Water Operating fund are right on, if not slightly below, target, as of the mid-point in the Fiscal Year.

Sewer. All expenditures for the Sewer Operating fund are right on target, as of the mid-point in the Fiscal Year. There is \$300,000 budgeted for the preliminary design of the large Waste Water Treatment Plant upgrade. It appears that this project is on schedule and will move forward as anticipated.

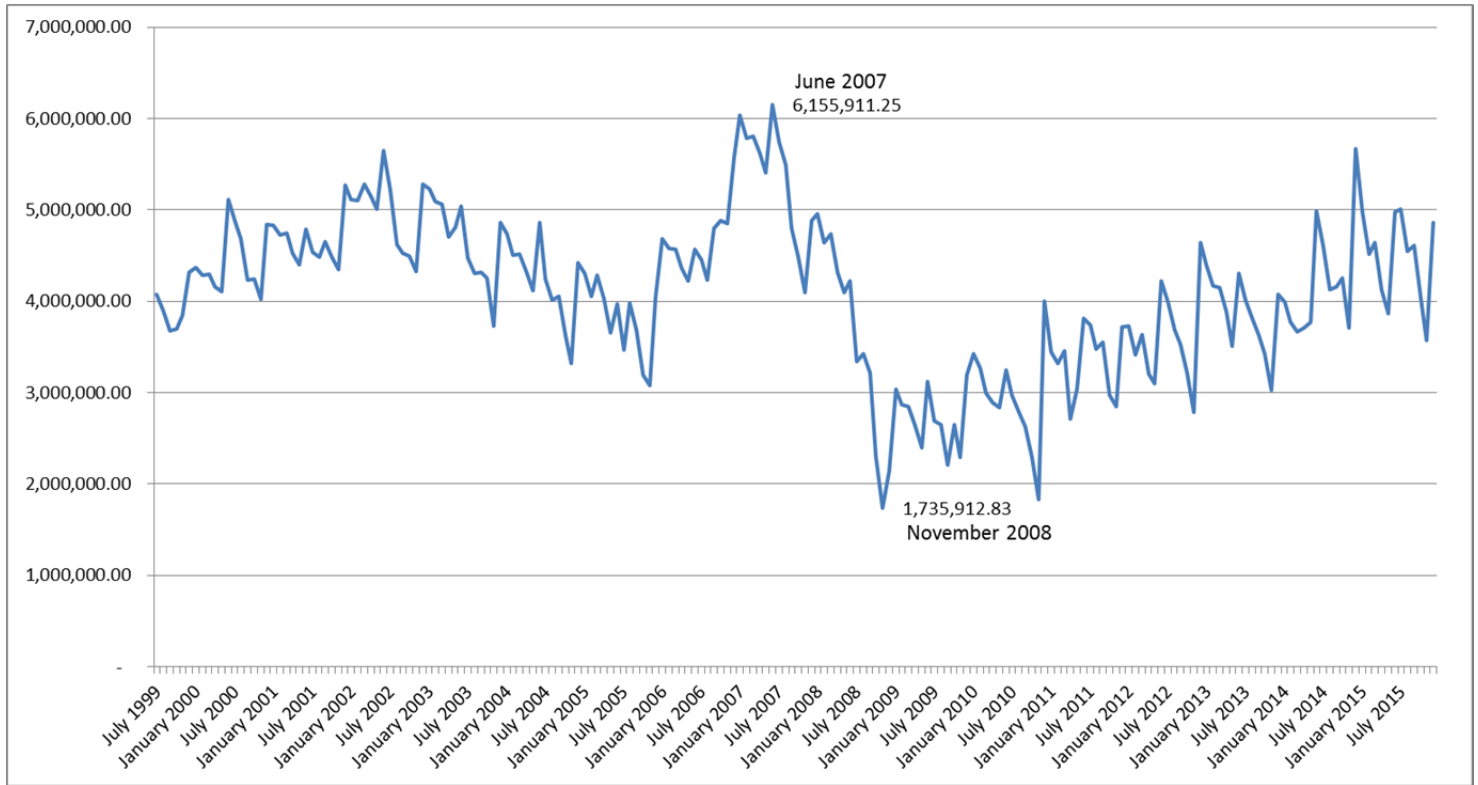
Solid Waste Fund. With increased traffic to the Livingston Transfer Station, comes an increase in disposal fees. While we were more accurate with the revenue projections in FY 2016, it appears that was not the case with disposal fees. We are anticipating this line item to be over budget. However, we will continue to monitor it as the year progresses and recommend a budget amendment should one become necessary. All other operating expenditures are right on track.

Ambulance. All expenditures for the Ambulance fund are right on, if not slightly below, target as of the mid-point in the Fiscal Year.

Summary of Adopted Budget & Recommended Budget Amendments

	Adopted Budget	Capital Outlay Carryover	Previously Approved 1st Quarter Amendments	Recommended Mid-Year Amendments	Revised Budget
Projected Beginning Fund/Working Capital Balance	\$ 6,043,275	\$ 842,128			\$ 6,885,403
<u>Estimated Revenues</u>	14,726,461			\$ 163,138	\$ 14,726,461
Tennis Courts - Phase III				163,138	163,138
Total Amended Revenue Estimates	14,726,461	-	-	163,138	14,889,599
<u>Budgeted Expenditures</u>	(16,098,102)			\$ (163,138)	\$ (16,098,102)
Capital Outlay Carryover		(842,128)			(842,128)
School Nurse Contribution			(11,000)		(11,000)
To Compensate for FY 15 Overages			67,300		67,300
Commission Salary Increases			(5,750)		(5,750)
Tennis Courts - Phase III				(163,138)	(163,138)
Total Amended Expenditures	(16,098,102)	(842,128)	50,550	(163,138)	(17,052,818)
Projected Ending Fund/Working Capital Balance	<u>\$ 4,671,634</u>	<u>\$ -</u>	<u>\$ 50,550</u>	<u>\$ -</u>	<u>\$ 4,722,184</u>

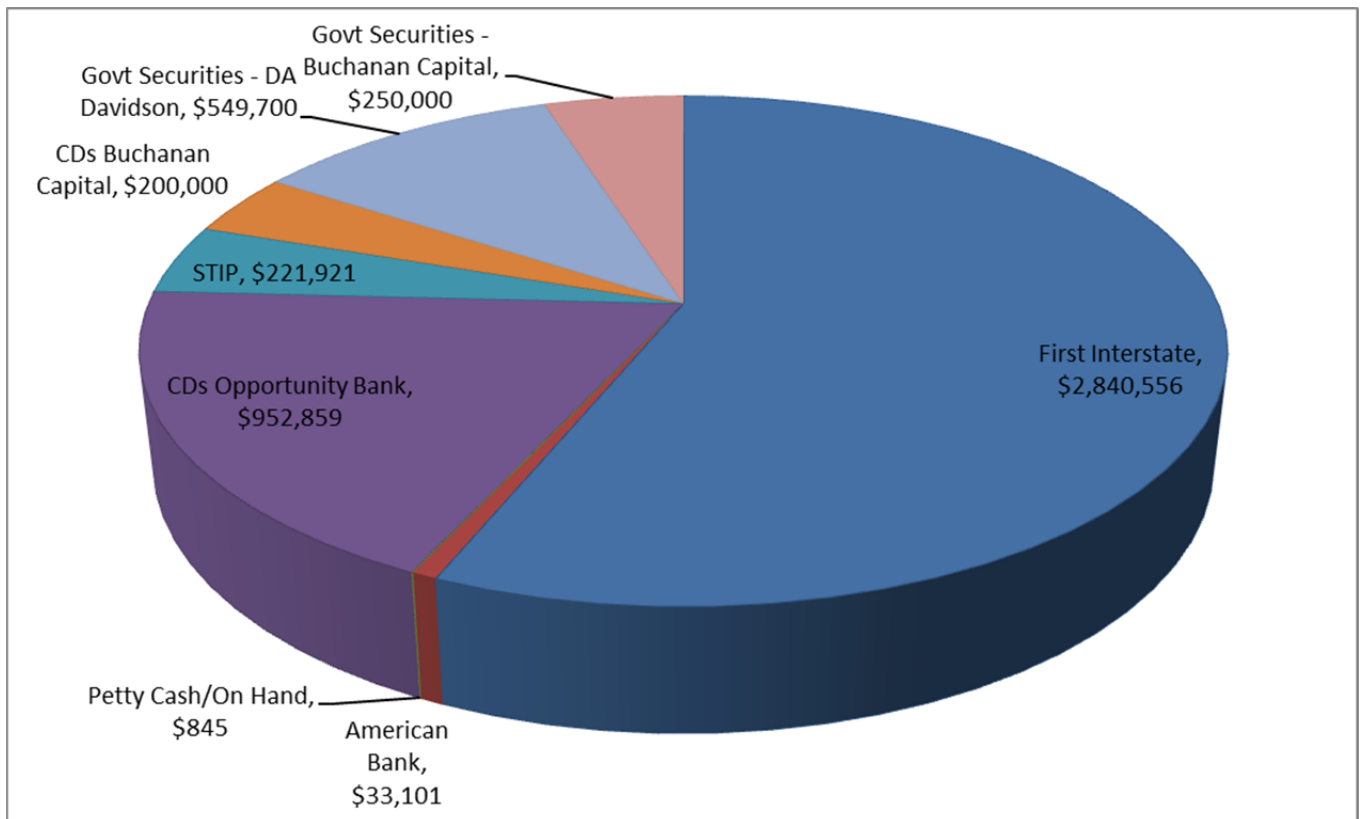
Total City Cash Balance



Cash collection for the City of Livingston is cyclical. Major revenues are received in December (November tax payment) and June (May tax payment). As reserves are built back up, so too are the cash levels, resulting in the increasing trend in the recent past.

**City Cash on Hand & Investments
as of December 2015**

<u>Financial Institution</u>	<u>Amount</u>
First Interstate	\$ 2,840,556
American Bank	33,101
Petty Cash/On Hand	845
CDs Opportunity Bank	952,859
STIP	221,921
CDs Buchanan Capital	200,000
Govt Securities - DA Davidson	549,700
Govt Securities - Buchanan Capital	250,000
Total	\$ 5,048,982



Appendix

Projected Changes in Fund and Working Capital Balances

All Funds

**PROJECTED CHANGES IN FUND AND WORKING CAPITAL BALANCES
DETAIL OF ALL FUNDS
Fiscal Year 2015-2016**

Fund #	Fund Name	Actual Beginning Balances 7-1-2015	FY - 2016		Projected Ending Balances 6-30-2016
			Estimated Revenues	Estimated Expenditures	
1000	General Fund	\$ 601,867	\$ 4,204,954	\$ 4,283,770	\$ 523,051
SPECIAL REVENUE FUNDS					
2190	Comprehensive Liability	52,853	200,722	240,150	13,425
2210	Recreation	(1,549)	32,000	30,451	(0)
2211	Soccer Fields	183	-	-	183
2212	SummerFest	16,412	70,100	86,512	-
2220	Library	178,842	387,276	460,648	105,470
2250	LFD/PCFRD Training Center	281	-	281	0
2260	Emergency/Disaster Fund	(20,758)	20,758	-	-
2270	Health-Sanitarian	(2,370)	2,370	-	-
2300	Communications/Dispatch Services	285,723	503,406	599,905	189,224
2310	Tax Increment District - Downtown	893,559	222,000	283,304	832,255
2311	Tax Increment District - West End SRF	(2,360)	2,360	-	(0)
2320	Economic Development	(12,242)	61,196	48,954	(0)
2325	Community Development Fund	(152)	152	-	0
2370	PERD	7,452	81,318	85,774	2,996
2371	Health Insurance	116,034	142,606	206,861	51,779
2372	Permissive Health Insurance	-	316,920	316,920	-
2373	Police Pension	27,610	289,625	316,763	472
2374	Fire Pension	69,751	235,342	282,591	22,502
2397	CDBG Economic Dev Revolving	580,037	130,500	710,537	(0)
2399	Impact Fees - Fire	46,514	3,000	47,500	2,014
	Impact Fees - Transportation	299,225	14,425	101,000	212,650
	Impact Fees - Police	(3,258)	5,500	-	2,242
	Impact Fees - Parks	11,114	3,480	5,000	9,594
2400	S.I.D. Light Maintenance	10,217	141,600	136,500	15,317
2500	Street Maintenance	316,584	993,350	1,065,269	244,665
2600	Sidewalks	25,093	145,000	170,000	93
2650	Business Improvement District	3,350	45,200	45,200	3,350
2700	Park Improvement SRF	144,864	5,000	107,417	42,447
2750	Law Enforcement Joint Equipment Fund	6,329	150	6,379	100
2820	Gas Tax	31,152	147,300	145,000	33,452
Total Special Revenue Funds		\$ 3,078,504	4,202,656	5,498,916	1,782,244

**PROJECTED CHANGES IN FUND AND WORKING CAPITAL BALANCES
DETAIL OF ALL FUNDS
Fiscal Year 2015-2016**

Fund #	Fund Name	Actual Beginning Balances 7-1-2015	FY - 2016		Projected Ending Balances 6-30-2016
			Estimated Revenues	Estimated Expenditures	
<u>DEBT SERVICE FUNDS:</u>					
3002	Fire Truck GOB	\$ 2,333	-	-	2,333
3003	2000 Fire Truck GOB	17,266	29,600	33,200	13,666
3200	West End Tax Increment District	516,279	135,000	67,651	583,628
3400	SID Revolving	36,525	100	-	36,625
3550	SID 179 - West End	16,472	34,400	31,343	19,529
3950	SID 178	12,311	100	-	12,411
3955	SID 180	(27,874)	4,480	5,522	(28,916)
Total Debt Service Funds		\$ 573,313	\$ 203,680	\$ 137,716	\$ 639,277
<u>CAPITAL PROJECT FUNDS:</u>					
4010	Capital Improvement Fund	27,217	445,000	454,939	17,278
4020	Library Capital Improvement Fund	32,637	200	32,435	402
4099	Railroad Crossing Levy	188,209	1,000	189,209	-
Total Capital Project Funds		\$ 248,064	446,200	676,583	17,680
<u>ENTERPRISE FUNDS:</u>					
5210	Water Department	86,180	1,430,000	1,500,206	15,974
5210	Water Fund System Development Fees	122,969	15,000	71,000	66,969
5310	Sewer Department	654,943	2,192,300	1,892,056	955,187
5310	Sewer Fund System Development Fees	273,125	15,000	260,000	28,125
5410	Solid Waste Department	(406,781)	1,867,000	1,507,840	(47,621)
5510	Ambulance Services	381,213	878,594	1,075,686	184,121
Total Enterprise Funds		1,859,718	6,397,894	6,306,788	1,950,824
<u>TRUST FUNDS</u>					
8010	Perpetual Cemetery	\$ 232,968	10,000	5,000	237,968
Total Trust Funds		\$ 232,968	10,000	5,000	237,968
Total All Funds		\$ 6,594,433	\$ 15,465,384	\$ 16,908,773	\$ 5,151,044

Backup material for agenda item:

- A. RESOLUTION NO. 4637 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN TWO (2) CHANGE ORDERS WITH WILLIAMS CIVIL CONSTRUCTION FOR 2015 CAPITAL IMPROVEMENTS PROJECT (CIP).**

Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution No. 4637

Date of First Consideration / Status: February 16, 2016 (tabled). To be reconsidered on March 1, 2016.

Purpose of Legislation: To allow the City Manager to sign change orders with Williams Civil Construction for the 2015 Capital Improvements Project (CIP).

Statutory Authority / Reference: Mont. Code Ann. § 7-3-304(9) (2015)

Background: In connection with a bidding process conducted in accordance with Montana law, Williams Civil Construction provided a bid wherein it estimated it would charge the City of Livingston the amount of seven hundred sixty-six thousand two hundred ninety-six and no/100 dollars (\$766,296.00) for the 2015 Capital Improvements Project (CIP). The Livingston City Commission approved the contract with Williams Civil Construction via Resolution No. 4591. Certain work still needs to be completed on the CIP and a change in circumstances now requires that two (2) change orders be executed to move forward with the project. Specifically, the downtown PER recommended that pipes from Lewis to Clark be upsized from 8" to 10".

Fiscal Impact: See attached Fiscal Note.

Regulatory Impact (local): N/A

Attachments: Change Orders and Fiscal Note.

RESOLUTION NO. 4637

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN TWO (2) CHANGE ORDERS WITH WILLIAMS CIVIL CONSTRUCTION FOR 2015 CAPITAL IMPROVEMENTS PROJECT (CIP).

WHEREAS, in connection with a bidding process conducted in accordance with Montana law, Williams Civil Construction provided a bid wherein it estimated it would charge the City of Livingston the amount of seven hundred sixty-six thousand two hundred ninety-six and no/100 dollars (\$766,296.00) for the 2015 CIP Project; and

WHEREAS, the Livingston City Commission approved a contract with Williams Civil Construction via Resolution No. 4591; and

WHEREAS, certain work is still to be completed on the 2015 Capital Improvements Project and upsizing the lines from Lewis to Clark from 8" to 10" was recommended in the downtown preliminary engineering report and, therefore, two (2) change orders must be executed to move the project forward.

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

That the City Manager is hereby authorized to enter into and execute two (2) change orders with Williams Civil Construction for the 2015 Capital Improvements Project, which change orders are collectively attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of March, 2016.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

ERIK COATE
City Attorney

Resolution No. 4637

A resolution authorizing the City Manager to sign two (2) change orders with Williams Civil Construction for 2015 Capital Improvements Project.

Page 1

Change Order

No. 02

Date of Issuance: 2/1/16

Effective Date: 2/1/16

Project: City of Livingston 2015 CIP Project	Owner: City of Livingston	Owner's Contract No.:
Contract:		Date of Contract: 8/17/2015
Contractor: Williams Civil Construction		Engineer's Project No.: 1958-02L15

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

Description:

Water main to be upgraded from 8" to 10" between Lewis and Clark

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$766,296.00

[Increase] [Decrease] from previously approved Change Orders No. 00 to No. 01:

\$11,237.76

Contract Price prior to this Change Order:

\$777,533.76

[Increase] [Decrease] of this Change Order:

\$10,645.76

Contract Price incorporating this Change Order:

\$788,179.52

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 2/22/16

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 2.22.16

Approved by Funding Agency (if applicable):

Change Order

No. 01

Date of Issuance: 2/1/16 Effective Date: 2/1/16

Project: City of Livingston 2015 CIP Project	Owner: City of Livingston	Owner's Contract No.:
Contract:		Date of Contract: 8/17/2015
Contractor: Williams Civil Construction		Engineer's Project No.: 1958-02L15

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

Description:
 Remove Manhole at STA. 9+75
 Upsize 8" water main in Lewis Street to 10"

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
----------------------------------	----------------------------------

Original Contract Price: \$766,296.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
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Contract Price prior to this Change Order: \$766,296.00	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------

[Increase] [Decrease] of this Change Order: \$11,237.76	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------

Contract Price incorporating this Change Order: \$777,533.76	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
-----------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>2/22/16</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>2-22-16</u>
---------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------	--------------------------------------------------------------------------------------------------

Approved by Funding Agency (if applicable):

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # _____ 4637

Fiscal Analysis Assumptions

- A total of \$800,000 was budgeted for this project in the FY 2016 budget, including both the construction and the engineering costs.
- The lowest bid was Williams Civil Construction for \$766,296. Construction engineering is estimated to be \$68,178.
- Change Order #1 will increase the contract price by \$11,237.76 while Change Order #2 will increase the contract price by \$10,645.76.
- The new contract price is \$788,179.52.
- The additional \$56,357.52 will be made up from:
 - Cost savings on 2014 CIP project, carried forward into FY 16 (approx. \$42,135 available).
 - \$30,000 in budgeted water pipe replacement will move towards this project
- Fittings for 8" Water Main \$2,937.32

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

<u>Costs by Object</u>	<u>FY 16</u>	<u>FY17</u>	<u>FY 18</u>
Personnel	\$ -	\$ -	\$ -
Operating			
Capital	21,884		
Debt Service			
Total Costs	<u>\$ 21,884</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Funding Source</u>	<u>FY 16</u>	<u>FY17</u>	<u>FY 18</u>
Fund Name: Water Operating Fund	\$ 21,884	\$ -	\$ -
Total	<u>\$ 21,884</u>	<u>\$ -</u>	<u>\$ -</u>

Signature Jessie R. Hogg
 Date Updated 02/23/16

Backup material for agenda item:

- B. RESOLUTION NO. 4639 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, UPDATING THE CITY'S PARTICIPATION IN THE STATE'S SHORT TERM INVESTMENT POOL (STIP)**

Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution No. 4639

Requested by: Jessie Hogg, Chief Financial Officer

Date of First Consideration / Status: March 1, 2016.

Purpose of Legislation: Resolution 4639 authorizes the City's continued participation in the State of Montana's Short Term Investment Pool (STIP). This resolution designates Jessie Hogg, CFO, as the authorized representative and allows her the authority to determine the earnings distribution method and designated delegates. This resolution does not allow the CFO to change the bank account information without further approval of the City Commission.

Statutory Authority / Reference: Mont. Code Ann. § 17-6-204 (2015).

Background: The City of Livingston has utilized the State's Short Term Investment Pool (STIP) since April of 2010. The STIP is one of four different investment tools that the City utilizes to invest our reserves. While the earnings on STIP are minimal, it is a highly liquid investment with funds being available the next business day. The current balance in STIP makes up approximately 4% of the City's total available cash.

Staff Recommendation: Staff recommends approval of this resolution.

Fiscal Impact: N/A

Regulatory Impact (local): N/A

Attachments: N/A

RESOLUTION AUTHORIZING PARTICIPATION IN THE SHORT TERM INVESTMENT POOL (STIP)
MONTANA BOARD OF INVESTMENTS

CERTIFICATE AS TO
RESOLUTION NO. _____ AND ADOPTING VOTE

Political Subdivision: _____

Governing Body: _____

Type, date, time and place of meeting: A _____ meeting held on _____
at _____ o'clock ____m. in _____, Montana.

Members present:

Members absent:

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO ("Resolution") and Exhibits A and B thereto are true and correct copies of the Resolution and Exhibits A and B on file in the original records of the Participant and in my legal custody; that the Resolution and Exhibits A and B were duly approved and adopted by the Governing Body of the Participant at the above described meeting, which meeting was attended throughout by the members indicated above, constituting a quorum of the Governing Body, pursuant to public notice of such meeting as required by law; and that the Resolution and Exhibits A and B have not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this ____ day of _____, 20____.

By _____
Its _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL (STIP) AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE _____ (the Governing Body) of _____ (the Participant) AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01 The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise:

Section 1.02 Account shall mean a specific Participant Bank account assigned by the Bank to be used in conducting transactions through the STIP Program.

Section 1.03 Agreement shall mean the agreements of the Participant as contained within this Resolution.

Section 1.04 Authorized Representative shall mean the officer or official of the Participant designated and duly authorized by the Governing Body as set forth below to enable the Participant’s participation in the STIP Program.

Section 1.05 Authorized Delegate shall mean any lawful officer, official or employee of the Participant who has been delegated authority by the Authorized Representative as provided in this Resolution to initiate transactions using the Board’s STIP Program.

Section 1.06 Bank shall mean a financial institution designated and authorized as provided in this Resolution to send and receive money on behalf of the Participant for purposes of participation in the STIP Program.

Section 1.07 Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Section 1.08 Exhibit A (STIP Participation Information Sheet) shall mean the document attached to and incorporated into this Resolution as provided in Article IV, Section 4.01. that provides information necessary for the Participant to participate in STIP.

Section 1.09 Exhibit B (Electronic Funds Transfer Authorization Form) shall mean the document attached to and incorporated into this Resolution as provided in Article IV, Section 4.01 that provides instructions for the Board and its agents to administer and manage the Participant’s participation, transactions and shares in the STIP Program.

Section 1.10 Governing Body shall mean the governing body of the above-named political subdivision (Participant) authorized by Montana state law to participate in the STIP Program as further specified in this Resolution.

Section 1.11 Participant shall mean the political subdivision requesting participation in the Board’s Short Term Investment Pool.

Section 1.12 Short Term Investment Pool, STIP, or Program shall mean the Board’s Short Term Investment Pool Program as authorized by law and as more fully defined and described in the Board’s policies and procedures, as may be amended from time to time.

ARTICLE II

SHORT TERM INVESTMENT POOL PARTICIPATION AGREEMENT

Section 2.01 Participation Agreement. By approving and adopting this Resolution and Exhibits A and B, the Governing Body requests and agrees to participation of Participant in the STIP Program, and agrees that Participant will comply with and be bound by all laws, policies, procedures and participation requirements applicable to the STIP Program, as may be amended from time to time.

Section 2.02 STIP Program Description. The STIP Program is an investment program administered under the direction of the Montana Board of Investments as authorized by the Unified Investment Program. As more fully set forth in Board policies and procedures, STIP is available to state and local governments to serve their short term cash flow and deposit needs and its objectives are to preserve capital and to maintain high liquidity. The Program has the following attributes, as more fully set forth in applicable Board policies, procedures and participation requirements, which are subject to change upon the sole determination of the Board:

- 1) STIP transactions are fixed at \$1 per share;
- 2) STIP interest on pool assets accrues daily;
- 3) STIP earnings distribution method: Interest is distributed at the beginning of the month and can be distributed as cash to the designated Bank or the earnings can be reinvested into STIP;
- 4) Buying or selling shares in STIP requires one (1) business days’ notice; transactions for which notice is received after 2:00 p.m. will be processed two (2) business days after receipt of the original notice;
- 5) Access to STIP is only through an electronic, web-based portal; no cash, checks or notifications by fax, phone or email will be accepted;
- 6) STIP’s web portal provides real-time information on each account including: investment balances, buys, sells, pending transactions, and transaction notes, as determined by the authorized user; and
- 7) The Board accounts and reports on its financial statement STIP investment on a Net Asset Value (NAV) basis. A NAV per share of a STIP unit will be shown on the Board’s website for each month-end period <http://investmentmt.com/MonthlyNetAssetValue>.

Section 2.03 Review of Policies, Procedures and Participation Requirements. Participant acknowledges and represents that it has reviewed to its satisfaction all Board policies, procedures and participation requirements applicable to the STIP Program. <http://investmentmt.com/STIP>

Section 2.04 Authorized Representative: The Governing Body designates _____, who holds the position of _____ as the Participant’s Authorized Representative to make transactions between STIP and the Bank.

The Governing Body: (check one) DOES DOES NOT allow the Authorized Representative to appoint and delete additional Authorized Delegate(s) on behalf of the Participant. If “DOES” is checked, any addition or deletion of an Authorized Delegate requires notice via the submission of a completed Exhibit A (STIP Participation Information Sheet) to the Board by the Authorized Representative before transactions will be accepted and processed as directed by the Authorized Delegate.

The Governing Body designates and authorizes Participant’s Bank, (the Bank), identified in Exhibit B attached, designating the Account Number and ABA Number to send or transfer funds to the State Treasurer for purchase of STIP shares and to deposit distributions of and withdraw proceeds resulting from sales of STIP shares in the Bank’s Account identified in Exhibit B attached which is a (check one) checking account savings account .

The Governing Body: (check one) DOES DOES NOT allow the Authorized Representative to change either the Bank or the Account; if 'DOES' is checked, the Board will notify both the office of the Authorized Representative AND the office of the Governing Body within three (3) business days that such a change has been made.

The Governing Body: (check one) DOES DOES NOT allow the Authorized Representative to change the earnings distribution method; if DOES NOT is checked, the Governing Body chooses the following earnings distribution method (check one) reinvest cash earnings into STIP distribute cash earnings to the Bank .

Section 2.05 Change of Authorized Representative. Any change to the Authorized Representative requires a new Resolution adopted by the Governing Body; however the absence of an Authorized Representative does not nullify the authority of the Authorized Delegate(s) then in effect and so authorized to make STIP transactions.

Section 2.06 Annual Confirmation. The Board will provide on an annual basis to both the Governing Body and the Authorized Representative the following information as appears on the Board's records:

1. The name of the Authorized Representative;
2. The name(s) of any Authorized Delegate(s); and
3. The name of the Bank and the associated Account Number (truncated).

Section 2.07 Effective Date. Participant's Agreement as set forth in this Resolution will take effect when the Certificate as to Resolution and Adopting Vote, this Resolution and Exhibits A and B, each completed, dated and duly executed, are delivered to and received by the Board and will stay in effect until terminated in writing by the Governing Body.

ARTICLE III

MISCELLANEOUS

Section 3.01 No Guaranteed Return. The Governing Body understands and agrees that there is no minimum or maximum amount of interest rate or any guaranteed rate of return on STIP shares or funds invested in STIP shares.

Section 3.02 Voluntary Participation. By adopting this Resolution, the Governing Body acknowledges that it is not compelled to participate in STIP, and that its participation in STIP is voluntary, and accepts and agrees to the Program, its administration and governance, and its policies, procedures and participation requirements as set forth by law and the Board.

Section 3.03 Responsibility for Participant Mistakes. The Governing Body and Participant agree to hold the State of Montana, the Board, and their members, officials and employees harmless for the acts, omissions and mistakes of the Participant, Governing Body and their members, officials and employees, including but not limited to: Authorized Representative or Authorized Delegate who, for any reason, is not qualified or properly listed with the Board as a permissible representative to authorize transactions using the STIP Program; wrong instructions as to amounts or timing of sales or purchases; or missed deadlines.

Section 3.04 No Warranty. The Governing Body and Participant acknowledge and agree that the Board makes no warranty that funds will be immediately available in the event of any failure of a third party or that Governing Body will not suffer losses due to acts of God, or other calamities, or other market dislocations or interruptions.

Section 3.05 Participation Conditions; STIP Administration. The Governing Body and Participant acknowledge and agree that the Board will allow participation in STIP by and conduct STIP business

with only those parties it determines are qualified and authorized to participate in the Program and which abide by the Board's policies, procedures and participation requirements; that the Board administers the STIP Program subject to Montana law and prudent fiduciary practices as required by Montana law and Board policy; and that the Board is legally bound to manage the Unified Investment Program, which includes STIP, in accordance with the prudent expert rule as set forth in Montana law.

Section 3.06 STIP Not Insured Against Loss. The Governing Body and Participant understand and acknowledge that the Board's STIP Program is NOT FDIC insured or otherwise insured or guaranteed by the federal government, the State of Montana, the Board or any other entity against investment losses. The Governing Body and Participant further understand and acknowledge that the Board's STIP policy requires maintenance of a reserve fund to offset possible losses and that STIP interest earnings may be used to fund this reserve before the net earnings are distributed to the STIP Participants, but that such reserves may not be adequate to cover investment losses.

ARTICLE IV

EXHIBITS A AND B

Section 4.01 Approval and Adoption of Exhibits A and B. Attached to this Resolution as Exhibits A and B, are the STIP Participation Information Sheet, and the Electronic Funds Transfer Authorization Form, which together provide the instructions and the details required by the Board to enable Participant's participation in the STIP Program. The Governing Body and Participant represent and agree that the attached Exhibits A and B have been completed and executed by the Participant's Authorized Representative and that Exhibits A and B must be complete and acceptable to the Board before participation will be allowed in the STIP Program. Exhibits A and B are hereby incorporated into and made a part of this Resolution, and are approved and adopted by the Governing Body as if set forth fully herein.

APPROVED AND ADOPTED by the _____ this ____ day
of _____, 20____.

By _____
Its _____

Attest:

By _____
Its _____

STIP PARTICIPATION INFORMATION SHEET

<p align="center">STIP Program Manager Montana Board of Investments boi_stip@mt.gov PO Box 200126 Helena, MT 59620-0126 Phone 406.444.0003 Fax 406.444.4268</p>	<p align="center"><i>For Official Use Only</i></p> <p>STIP DATA <input style="width:80px;" type="text"/></p> <p>INVEST TA <input style="width:80px;" type="text"/></p> <p>ACCT ID <input style="width:120px;" type="text"/></p>
<p>Requests must be submitted by Authorized Representative of the Participant.</p>	

The STIP Participant listed below hereby agrees to participate in the STIP Program as established under Section 17-6-204, MCA., and the terms and conditions of STIP operations as determined and set by the Montana Board of Investments and warrants as follows:

Section 1. STIP Participant Information Summary

STIP Participant Name →		Tax Identification Number (TIN) →	
Mailing Address →	City →	State →	MT Zip →
STIP Account # → <i>(For official use only)</i>			
Authorized Representative Name, First →	Name, Last →	Title →	
Telephone Number →	Fax Number →	E-mail →	

Section 2. Investment and Earnings Information

The STIP Participant has the option to either reinvest their earnings or distribute earnings.

Check one box only.

Reinvest Earnings <input type="checkbox"/>	Distribute Earnings <input type="checkbox"/>
--------------------------------------------	----------------------------------------------

Section 3. Authorized Delegates

The Authorized Delegate(s) whose name(s) appears below is (are) authorized to purchase and sell shares in STIP for the Participant. The Authorized Representative must be included if he/she is authorized to purchase and sell shares in STIP for the Participant.

Name, First →		Name, Last →		E-Mail →	
Name, First →		Name, Last →		E-Mail →	
Name, First →		Name, Last →		E-Mail →	

I hereby certify as the Authorized Representative of the STIP Participant that all of the information contained herein is true, accurate and complete as of the date hereof.

Signature →		Date →	
Printed Name →		Title →	

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM					
STIP Program Manager Montana Board of Investments boi_stip@mt.gov PO Box 200126 Helena, MT 59620-0126 Phone 406.444.0003 Fax 406.444.4268					
Local Government Name:					
STIP Account #: <i>(For official use only)</i>					
I, the undersigned, a duly Authorized Representative of the local governing board, hereby authorize the Montana Board of Investments to initiate electronic debit and/or credit to the following account. The Authorized Representative acknowledges the origination of ACH transactions to the listed account complies with the provisions of U.S. law.					
Any sale, purchase, or distribution of funds will be made by Electronic Funds Transfer or wire debiting or crediting the appropriate treasury or shareholder bank account. Please specify the local government depository.					
Check one transaction type only.					
Checking Account <input type="checkbox"/>			Savings Account <input type="checkbox"/>		
Name of Bank →		Routing/ABA No →			
Address →					
City →				State →	MT
Account Number →					
I hereby certify as the Authorized Representative of the STIP Participant that all of the information contained herein is true, accurate and complete as of the date hereof.					
Signature →		Date →			
Printed Name →		Title →			
Please notify the Montana Board of Investments if you have applied a filter or a block to your account.					

Backup material for agenda item:

- C. RESOLUTION NO. 4640 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH SPRING CORPORATION FOR THE CONSTRUCTION OF A FIELD HOUSE AT THE NORTH SIDE PARK SOCCER COMPLEX.**

Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution No. 4640

Requested by: Shannon Holmes, Public Works Director

Date of First Consideration / Status: March 1, 2016.

Purpose of Legislation: The City of Livingston and Livingston Youth Soccer Association (LYSA) desire to construct a field house at the North Side Park Soccer Complex. In connection with a bidding process conducted in accordance with Montana law, Spring Corporation, a Montana corporation headquartered in Bozeman, Montana, provided a bid wherein it estimated the costs for the project to be in the base amount of Six Hundred Eighteen Thousand and No/100 Dollars (\$618,000.00), and the total cost of all bid alternates to be an additional Ninety-Two Thousand Four Hundred and No/100 Dollars (\$92,400.00). LYSA raised all funding for the field house construction and no contribution is expected from taxpayers or the City of Livingston. The City of Livingston's administration and Spring Corporation have agreed upon the form of the General Service Agreement and the Interim City Manager is ready to enter into, execute and deliver said General Service Agreement upon the Livingston City Commission's adoption of this Resolution.

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

Staff Recommendation: Staff recommends approval of this resolution.

Fiscal Impact: See attached Fiscal Note.

Regulatory Impact (local): N/A

Attachments: General Services Agreement and Fiscal Note.

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # _____ 4640

Fiscal Analysis Assumptions

- The Livingston Youth Soccer Association (LYSA) had raised the funds necessary to fund this project.
- The City will receive payment from LYSA prior to the payment of any invoices to the contractor.
- It is anticipated that this project will run through the City of Livingston Capital Improvement Fund (Fund # 4010).

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

<u>Costs by Object</u>	<u>FY 16</u>	<u>FY17</u>	<u>FY 18</u>
Personnel	\$ -	\$ -	\$ -
Operating			
Capital	710,400		
Debt Service			
Total Costs	<u>\$ 710,400</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Funding Source</u>	<u>FY 16</u>	<u>FY17</u>	<u>FY 18</u>
Fund Name: Capital Improvement Fund	\$ 710,400	\$ -	\$ -
Total	<u>\$ 710,400</u>	<u>\$ -</u>	<u>\$ -</u>
Signature	<u>Jessie R. Hogg</u>		
Date	<u>2/24/2016</u>		

RESOLUTION NO. 4640

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH SPRING CORPORATION FOR THE CONSTRUCTION OF A FIELD HOUSE AT THE NORTH SIDE PARK SOCCER COMPLEX.

WHEREAS, the City of Livingston and Livingston Youth Soccer Association (LYSA) desire to construct a field house at the North Side Park Soccer Complex; and

WHEREAS, in connection with a bidding process conducted in accordance with Montana law, Spring Corporation, a Montana corporation headquartered in Bozeman, Montana, provided a bid wherein it estimated the costs for the project to be in the base amount of Six Hundred Eighteen Thousand and No/100 Dollars (\$618,000.00), and the total cost of all bid alternates to be an additional Ninety-Two Thousand Four Hundred and No/100 Dollars (\$92,400.00); and

WHEREAS, LYSA raised all funding for the field house construction and no contribution is expected from taxpayers or the City of Livingston; and

WHEREAS, Miller Architects, who designed the field house, has recommended that the project be awarded to Spring Corporation; and

WHEREAS, the City of Livingston’s administration and Spring Corporation have agreed upon the form of the General Service Agreement and the Interim City Manager is ready to enter into, execute and deliver said General Service Agreement upon the Livingston City Commission’s adoption of this Resolution.

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

That the City Manager is hereby authorized to enter into the General Service Agreement with Spring Corporation for the LYSA field house project at the North Side Park Soccer Complex, which General Service Agreement is attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of March, 2016.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

ERIK COATE
City Attorney

February 23, 2016

Mr. Shannon Holmes

Public Works Director
City of Livingston
330 N. Bennett Street
Livingston MT 59047

Mr. Jeff Dickerson

President
LYSA Board of Directors
PO Box 556
Livingston MT 59047

Reference: Recommendation of Award: LYSA FIELDHOUSE, Livingston Montana

Shannon and Jeff,

General Contractor bids were received and opened on February 16, 2016, for the LYSA FIELDHOUSE project. Based upon bid tabulations, Miller Architects recommends award of the project to Spring Corporation, 105 Grey Wolf Trail, Bozeman MT 59715, (406) 581-0029 for the Base Bid amount of \$ 618,000.00. We would recommend including all Bid Alternates in the amount of \$ 92,400.00 if it is determined that there is sufficient budget available.

Please feel free to contact me with any questions.

Sincerely,



Matt Miller, AIA
Principal, Miller Architects Ltd



Chris Clay, AIA
Project Architect

Bid Tabulation Form

Greater than \$5,000
LYSA Fieldhouse
2/16/16 2:00 PM

	Big Bear Contracting		Wadsworth Builders Company		R & R Taylor Construction	
	Original	Local Vendor Adjustment*	Original	Local Vendor Adjustment*	Original	Local Vendor Adjustment*
Contractor	Big Bear Contracting		Wadsworth Builders Company		R & R Taylor Construction	
Acknowledge Addendums?	N (only 2 of 3)		Y		Y	
Bid Bond?	N		Y		Y	
Local Vendor Preference?	Y		N		N	
Attended Manditory Prebid?	N		Y		Y	
Base Bid	779,328.00	763,741.44	624,500.00	FALSE	673,128.00	FALSE
Performance Bond Add	65,000.00	63,700.00	8,284.00	FALSE	6,450.00	FALSE
Alternate 1	98,650.00	96,677.00	41,300.00	FALSE	22,457.00	FALSE
Alternate 2	33,600.00	32,928.00	25,100.00	FALSE	45,884.00	FALSE
Alternate 3	-	-	21,000.00	FALSE	10,330.00	FALSE
Alternate 4	-	-	8,700.00	FALSE	9,881.00	FALSE
Alternate 5	-	-	8,500.00	FALSE	12,236.00	FALSE
Alternate 6	-	-		FALSE		FALSE
Alternate 7	-	-		FALSE		FALSE
Alternate 8	-	-		FALSE		FALSE
Alternate 9	-	-		FALSE		FALSE
Alternate 10	-	-		FALSE		FALSE
Alternate 11	-	-		FALSE		FALSE
Unit Price	-	-	31.00	FALSE	22.95	FALSE
	\$ 976,578.00	\$ 957,046.44	\$ 737,384.00	\$ -	\$ 780,366.00	\$ -

*Local Vendor Adjustment is solely for the sake of comparison for local vendors. Bid Price does not actually change.

Bid Tabulation Form

Greater than \$5,000

LYSA Fieldhouse

2/16/16 2:00 PM

Contractor
 Acknowledge Addendums?
 Bid Bond?
 Local Vendor Preference?
 Attended Manditory Prebid?

	CS Structures, Inc		Spring Corporation		Lutey Construction	
	Y		Y		Y	
	Y		Y		Y	
	N		N		N	
	Y		Y		Y	
	Original	Local Vendor Adjustment*	Original	Local Vendor Adjustment*	Original	Local Vendor Adjustment*
Base Bid	675,000.00	FALSE	618,000.00	FALSE	607,000.00	FALSE
Performance Bond Add	11,300.00	FALSE	15,450.00	FALSE	9,340.00	FALSE
Alternate 1	52,000.00	FALSE	38,000.00	FALSE	93,624.00	FALSE
Alternate 2	32,000.00	FALSE	25,000.00	FALSE	29,740.00	FALSE
Alternate 3	19,000.00	FALSE	12,000.00	FALSE	16,692.00	FALSE
Alternate 4	10,000.00	FALSE	8,600.00	FALSE	9,457.00	FALSE
Alternate 5	8,700.00	FALSE	8,800.00	FALSE	2,669.00	FALSE
Alternate 6		FALSE		FALSE		FALSE
Alternate 7		FALSE		FALSE		FALSE
Alternate 8		FALSE		FALSE		FALSE
Alternate 9		FALSE		FALSE		FALSE
Alternate 10		FALSE		FALSE		FALSE
Alternate 11		FALSE		FALSE		FALSE
Unit Price	32.00	FALSE	31.00	FALSE		FALSE
	\$ 808,000.00	\$ -	\$ 725,850.00	\$ -	\$ 768,522.00	\$ -

*Local Vendor Adjustment is solely for the sake of comparison for local vendors. Bid Price does not actually change.

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE 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 SPRING CORPORATION, a Montana corporation with its principal place of business located at 105 Grey Wolf Trail, Bozeman, Montana 59718 (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 “LYSA-Fieldhouse” (the “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 Exhibit A. The Project for which the work shall be completed may be generally described as “LYSA-Fieldhouse.”

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

5. NATURE OF RELATIONSHIP.

- a. The Contractor states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Contractor shall perform the Project as an independent contractor. The Parties agree that the City is only interested in the end result of said project, not in the method of performance, and as such, the Contractor has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Contractor shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.
- b. The Contractor agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both State and Federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Contractor in performance of this Agreement.
- c. The Contractor 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. CITY'S RESPONSIBILITIES. The City shall:
 - a. Provide all of the information regarding any requirements under this Agreement in a timely fashion.
 - b. Provide access to City property and easements with respect to the performance of this Agreement.
9. PAYMENT.
 - a. Subject to additions or deductions by Change Order, the Contractor shall perform his obligations under this agreement for the contract price of Six Hundred Eighteen Thousand and No/100 Dollars (\$618,000.00), with the total cost of all bid alternates to be, at most, an additional Ninety-Two Thousand Four Hundred and No/100 Dollars (\$92,400.00). 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 Public Works Director at 330 Bennett Street, Livingston, Montana.
 - b. In connection with obtaining payment under this Agreement, Contractor agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Contractor assumes responsibility for the late filing of a claim.
 - c. In the event the Contractor seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Contractor must seek prior written authorization from the City before such expenditure is incurred.

If the Contractor fails to obtain prior written authorization, the Contractor shall not be entitled to payment for the unauthorized work, materials or services.

- 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.

10. 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.

11. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents and representatives against any and all claims, actions, costs, fees (including but not limited to attorney fees and all defense costs), losses, liabilities or damage of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work (or the work of any subcontractor or supplier to Contractor) under this

Agreement. In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Contractor agrees that the City may, at its election, employ attorneys of its own selection to appear and defend the claim or action on behalf of the City, at the expense of the Contractor. City, at its option, shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the City.

12. INSURANCE AND BONDING. During the term of this Agreement, Contractor shall be responsible for maintaining, at its sole expense, insurance coverage and bonding. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage and bonding and the certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage. The certificates of insurance shall also name the City as an additional insured. The Contractor shall:
 - a. Maintain a comprehensive public liability insurance policy, including automobile coverage, insuring against loss and for damages for personal injury or death and/or property loss, damage or destruction arising out of or in connection with the performance of this Agreement by the Contractor, its officers, agents and employees with the minimum liability limit of \$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.
13. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this

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

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

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

21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
22. LIAISON. The designated liaison with the City is Shannon Holmes or Matt Whitman, both of whom can be reached at (406) 222-5667. The Contractor's liaison is _____, who can be reached at _____.
23. 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.
24. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used. If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

[Remainder of page intentionally left blank]

[Signatures on following page]

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

City of Livingston

Spring Corporation

City Manager

Name: _____
Its: _____

[Exhibit A]

[Contract Documents]

[Exhibit B]

[Certificates of Insurance or Exemptions]

[Exhibit C]

[Prevailing Wage and Fringe Benefits Document]

Backup material for agenda item:

- D. RESOLUTION NO. 4641 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN THE INTERCAP LOAN AGREEMENT.**

RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO
RESOLUTION NO. _____

Issuer: City of Livingston

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

Members present: _____

Members absent: _____

RESOLUTION NO. _____

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

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

WITNESS my hand officially as such recording officer this ____ day of _____, 2016.

By _____
Its _____

RESOLUTION NO. _____

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

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

ARTICLE I

DETERMINATIONS AND DEFINITIONS

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

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

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

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

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

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

Borrower shall mean the Borrower above named.

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

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

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

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

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 1.25% per annum through February 15, 2016 and thereafter a rate equal to the Adjusted Interest Rate on the Bonds and up to 1.50% per annum as necessary to pay Program Expenses.

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

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

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

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

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

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Indenture and the Board Act, the Board has issued and sold the Bonds and deposited a part of proceeds thereof in the Loan Fund held by the Trustee. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$150,000.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

ARTICLE II

THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$150,000.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 1.25% per annum through February 15, 2016 and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments may be made by check or wire transfer to the Trustee at its principal corporate trust office.

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

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

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

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

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

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

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

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

ARTICLE III

CERTIFICATIONS, EXECUTION AND DELIVERY

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

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

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

PASSED AND APPROVED by the _____ this _____ day of _____, 2016.

By _____
Its _____

Attest:

By _____
Its _____

LOAN AGREEMENT

between

BOARD OF INVESTMENTS
OF THE STATE OF MONTANA

as Lender

and

CITY OF LIVINGSTON

as Borrower

DATE OF AGREEMENT: March 11, 2016

LOAN AMOUNT: ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS
(\$150,000.00)ADDRESS OF BORROWER: City of Livingston
110 South B Street
Livingston, MT 59047CONTACT PERSON OF BORROWER:
NAME Jessie Hogg
TITLE Chief Finance Officer
TELEPHONE (406) 823-6003
FACSIMILE (406) 222-4714
E-MAIL jhogg@livingstonmontana.orgALTERNATE CONTACT PERSON
NAME Lisa Lowy
TITLE Interim City Manager
TELEPHONE (406) 823-6000
FACSIMILE (406) 222-4714
E-MAIL lloy@livingstonmontana.org

STATUTORY AUTHORITY FOR BORROWING: 7-7-4101, 7-7-4201, MCA

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This Loan Agreement (the "Agreement") dated as of March 11, 2016, and entered into between the Board of Investments of the State of Montana (the "Board"), a public body corporate and instrumentality of the state of Montana, and City of Livingston ("the Borrower"), a political subdivision of the State of Montana organized under the laws of the State of Montana;

WITNESSETH:

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

WHEREAS, the Board has agreed to loan part of the proceeds of an issue of such Bonds to the Borrower in the amount of \$150,000.00, and the Borrower has agreed to borrow such amount from the Board, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

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

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

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION.

Section 1.01. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

"Commencement Date" means March 11, 2016, the date of the Agreement when the term of this Agreement begins and the obligation of the Borrower to make Loan Repayments begins to accrue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" means the state of Montana.

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

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

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

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

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

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

Section 1.02. Rules of Interpretation.

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

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

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

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

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

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

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

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

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

Section 1.03. Attachments

The following are attachments and a part of this Agreement:

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

ARTICLE II. REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

Section 2.01. Representations and Warranties.

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

(a) Organization and Authority. The Borrower:

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

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

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

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

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

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

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

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

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

(f) Use of Proceeds. The Borrower will apply the proceeds of the Loan solely to finance the Project Costs described in the Description of the Project/Summary of Disbursements attached hereto. In addition, the

Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced). Investment of proceeds by the Borrowers within the five business day period of disbursement to a third party (except for proceeds to reimburse the Borrower for previously paid expenditures) should be in Non-AMT Obligations as that term is defined in the Board's tax certificates.

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

Section 2.02. Particular Covenants of Borrower.

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

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

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

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

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

ARTICLE III. LOAN TO BORROWER.

Subject to the terms and conditions of this Agreement, the Board hereby agrees to loan and advance to the Borrower, and the Borrower agrees to borrow and accept from the Board, the Loan in the principal amount not to exceed \$150,000.00.

ARTICLE IV. LOAN PROVISIONS.

Section 4.01. Commencement of Loan Agreement

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

Section 4.02. Termination of Agreement.

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

Section 4.03. Term of Loan Agreement.

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

Section 4.04. Loan Closing Submissions.

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

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

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

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

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

Section 4.05. Initial and Subsequent Draws of Loan.

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

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

ARTICLE V. LOAN REPAYMENTS AND NOTE.

Section 5.01. Payment of Loan Repayments

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

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

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

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

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

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

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

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

Section 5.02. Delinquent Loan Payments.

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

Section 5.03. The Note.

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

any such payment made to the Trustee shall fulfill the Borrower's obligation to pay such amount hereunder and under the Note.

ARTICLE VI. TERM.

The term of the Loan will be a maximum of five (5) years and the specific term for each loan draw will be set forth in the Borrower's Draw Certificate.

ARTICLE VII. OBLIGATIONS OF BORROWER UNCONDITIONAL

Section 7.01. Obligations of Borrower.

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

ARTICLE VIII. FINANCIAL COVENANTS (GENERAL FUND).

Section 8.01. Representation Regarding the Property Tax Limitation Act.

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

Section 8.02. Levy and Appropriate Funds to Repay Loan.

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

Section 8.03. Reports and Opinion; Inspections.

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

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

ARTICLE IX. DISCLAIMER OF WARRANTIES.

THE BOARD AND ITS AGENTS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS

FOR ANY OR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY OTHER WARRANTY WITH RESPECT THERETO. In no event shall the Board or the Trustee or their respective agents be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or Borrower's use of the Project or any item or products or services provided for in this Agreement.

ARTICLE X. OPTION TO PREPAY LOAN.

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

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

ARTICLE XI. ASSIGNMENT.

Section 11.01. Assignment by Board or Trustee.

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

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

Section 11.02. Assignment by Borrower.

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

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES.

Section 12.01. Events of Default Defined.

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

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

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in Section 12.01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the

Borrower by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

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

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

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

Section 12.02. Notice of Default.

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

Section 12.03. Remedies on Default.

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

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

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

Section 12.04. Attorneys Fees and Other Expenses.

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

Section 12.05. Application of Moneys.

Any moneys collected by the Board or the Trustee pursuant to Section 12.03 hereof shall be applied (a) first, to pay any attorney's fees or other fees and expenses owed by Borrower pursuant to Section 12.04 hereof; (b) second, to pay interest due on the Loan; (c) third, to pay principal due on the Loan; (d) fourth, to pay any other amounts due hereunder;

and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 12.05).

Section 12.06. No Remedy Exclusive, Waiver and Notice.

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

ARTICLE XIII. MISCELLANEOUS.

Section 13.01. Notices.

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

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

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

Section 13.02. Binding Effect.

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

Section 13.03. Severability.

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

Section 13.04. Amendments, Changes and Modifications.

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

Section 13.05. Execution in Counterparts.

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

Section 13.06. Applicable Act.

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

Section 13.07. Consents and Approvals.

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

Section 13.08. Indemnity.

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

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

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

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

Section 13.09. Waiver of Personal Liability.


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

Section 13.10. Captions.

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

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

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA



By Julie Flynn
Its Bond Program Officer

WITNESS OR ATTEST:

CITY OF LIVINGSTON

By Jessie Hogg
Its Chief Finance Officer

By Lisa Lowy
Its Interim City Manager

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # 4641

Fiscal Analysis Assumptions

- The purchase of the property at 101 Star Road was made for the purpose of Right of Way related to a future underpass in this area.
- The total purchase price of this property was \$250,000.00
- This property was purchased with:
 - \$50,000 cash, Transportation Impact Fees
 - \$50,000 cash, Railroad Underpass Levy Funds
 - \$150,000 financed over 5 years, with debt service payable from the Railroad Underpass Levy & Transportation Impact Fees Funds.

<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 16</u>	<u>FY17</u>	<u>FY 18</u>
Personnel	\$ -	\$ -	\$ -
Operating			
Capital			
Debt Service		31,636	31,435
Total Costs	<u>\$ -</u>	<u>\$ 31,636</u>	<u>\$ 31,435</u>

<u>Funding Source</u>	<u>FY 16</u>	<u>FY17</u>	<u>FY 18</u>
Fund Name: Water Operating Fund	\$ -	\$ 31,636	\$ 31,435
Total	<u>\$ -</u>	<u>\$ 31,636</u>	<u>\$ 31,435</u>

Signature Jessie R. Hogg
 Date 2/24/2016

Backup material for agenda item:

- A. DISCUSS/APPROVE/ DENY - REVIEW APPLICATIONS FOR THE OPEN SEAT ON URBAN RENEWAL AGENCY (URA) BOARD**

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

Appointed Position Seeking: Urban Renewal Council

Date of Application: February 5, 2016

Name: Joseph Hanser Signed: /S/

Address: 1203 Park View Trail

Telephone: daytime 406-222-4501 after 5:00 p.m.: 406-671-5372

Fax Number: _____ e-mail address: joe.hanser@fib.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: _____

Livingston looks a little tired and needs some attention. I think that with limited funding, those resources need to be used very economically.

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

A. Occupation: Banking/Finance

B. Education: B.S Production Economics/Finance

C. Experience: Thirty seven years in commercial and agricultural finance, fifteen years in bank management

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? Yes

Ten years on the Metra Park Board in Billings Montana

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

A. If yes, please describe those boards. Depot Foundation Board

8. Current Employer? First Interstate Bank

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? I would abstain from voting on issues that I felt could be a conflict of interest.

13. Provide proof of ownership of property with the district.

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

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

Appointed Position Seeking: URBAN RENEWAL AGENCY

Date of Application: 2/5/16

Name: BOB HAMRE
 Address: 305 E MONTANA ST
 Telephone: daytime 406 222-2049
 Fax Number:

Signed: [Signature]
 after 5:00 p.m.: 406 222 2049
 e-mail address: KAMASHAK@MAC.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:
URBAN RENEWAL AND CITY CLIMATE ARE VITAL
TO A FUNCTIONING AND VIBRANT COMMUNITY

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

- A. Occupation: TEACHER, AT RISK STUDENTS FOR 30 YEARS
- B. Education: MASTERS EQUIVALENCY IN EDUCATION, B.S. GEOLOGY
- C. Experience: SCHOOL BOARD 3+ YEARS (LIVINGSTON)
1 YEAR AS PRESIDENT

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past?
SEE ABOVE # 5C

7. Are you currently serving on any Community Boards? NO
 A. If yes, please describe those boards.

8. Current Employer? RETIRED

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?
I WOULD REFUSE MYSELF FROM CONSIDERING OR
VOTING WHEN I HAD A CONFLICT.

13. Provide proof of ownership of property with the district. CAR LICENSE CANICHE

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.
AND TRUCK LICENSE 49-0068B

January 29, 2016

Dear URA Commissioners ,

I am applying for a position on the URA Commission. I have been an active member of the Livingston community since I began living and working here in June of 2007. I was hired by Livingston HealthCare as the Food and Nutrition Services Manager and started a very successful Farm to Institution program. I am also responsible for developing and expanding the outpatient nutrition services and as of July 2015, the diabetes education department. As a manager at Livingston HealthCare I am focused on recruiting a strong workforce and making Livingston an attractive location for families to relocate would benefit my organization and the community.

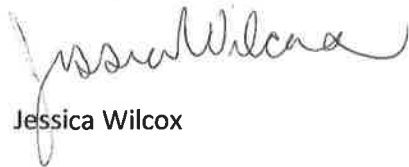
I have a vested interest in the Livingston Community. My work focuses on promoting health and a balanced lifestyle. I support and encourage individuals to be active within the community to benefit their physical and mental health. Creating a community that has the infrastructure to support its business' and community members is imperative to my work.

I bought my house at 617 N 8th Street in June of 2011 and I have two daughters, ages 2 and 5. I plan to raise my two children here, one of which has started in the Livingston Public Schools system with the other to follow shortly. I have grown to love Park County and the City of Livingston and would like to see it thrive. Livingston is a wonderful community live in and to raise a family.

I appreciate the work the URA has done thus far in creating an attractive atmosphere in the downtown area and I would like to assist with any current or future projects alongside the other URA Commissioners.

Thank you for your consideration.

Sincerely,



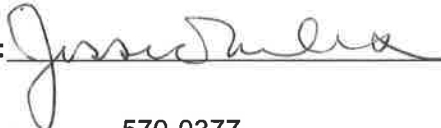
Jessica Wilcox

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

Appointed Position Seeking: Urban Renewal Agency

Date of Application: January 29, 2016

Name: Jessica Wilcox

Signed: 

Address: 617 N 8th Livingston 59047

Telephone: daytime 823-6604

after 5:00 p.m.: 570-0377

Fax Number: 823-6602

e-mail address: jewilliams2010@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: see attached

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

A. Occupation: Food and Nutrition Services Manager

B. Education: MS Health and Human Development from MSU

C. Experience: See resume attached

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? _____

Board of Directors for Livingston Food Resource Center, MT Academy of Nutrition and Dietetics

7. Are you currently serving on any Community Boards? yes
 - A. If yes, please describe those boards. _____
8. Current Employer? Livingston HealthCare
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? I suppose I would have to excuse myself as a voting member of the board for that particular issue.

13. Provide proof of ownership of property with the district.

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

Jessica Eldredge Wilcox MS, RD, LN

617 N 8th Street

Livingston, MT 59047

Phone: (406) 570-0377

Email: jewilliams2010@gmail.com

Qualifications and Work History

- Registered and licensed dietitian in Montana
- Consultant dietitian for three long term care facilities in MA
- Outpatient MNT provider for Live Nutrition, private practice, Brewster, MA
- Owner of B² Nutrition, MNT private practice, Bozeman, MT
- Food and Nutrition Services Manager at Livingston HealthCare
- Extensive food service, kitchen safety and sanitation experience
- Familiar with several nutrient and diet analysis software programs
- Developed and presented food and nutrition lectures/seminars
- Graduate teaching assistant, lecturer and food science lab instructor
- Adjunct Professor, MSU Health and Human Development, spring 2009

Education

2005-2006	Montana State University, MS in Nutrition Science
2002-2003	University of Northern Colorado, Dietetic Internship
1998-2002	Colorado State University, BS Dietetics, BS Restaurant and Resort Management

Professional Affiliations

- Academy of Nutrition and Dietetics
- Montana Dietetic Association
- Bozeman Dietetic Association

State and Community Organization Involvement

- Council member for the Montana Food Systems Council 2008-2012
- Council member for the Park County Food System Council 2010-present
- Board of Director Farms For Families 2008-2010
- Board of Director Livingston Food Pantry 2008-present
- Member of the Park County Pediatric Care Team
- Montana State University Dietetic Advisory Board
- Montana Dietetic Internship Preceptor
- Montana Dietetic Association State Regulatory Specialist

6/2007- present *Livingston Healthcare, Livingston, MT*

Reference: Kathy Blair

(406) 823-6451

2003-2005 *Live Nutrition, Brewster, MA*

*Reference: Margaret Davis RD, LDN, FADA, CDE
(508) 896-9080*

*Orleans Convalescent and Retirement Center, Orleans, MA
Reference: Mark Doyle, Administrator
Jackie Beale RN, Director of Nursing
(508) 255-2328*

*Liberty Commons Retirement Center, Chatham, MA
Reference: Bill Bogdanovich, Administrator
Kate Vanderbilt RN, Director of Nursing
(508) 945-3668*

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

Appointed Position Seeking: Board Member
Urban Renewal

Date of Application: 2/4/11

Name: Patricia J. Grabow
Address: 204 East Calender St. Livingston, LA
Telephone: daytime (406) 270-1056
Fax Number: (406) 270-1056

Signed: Patricia J. Grabow
after 5:00 p.m.: same
e-mail address: thegrabow@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: Brought yellowstone bus tours to downtown business owner for 16 years. Want to expand appreciation of our history. Am working with all downtown on 2016 Centennial development.

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

- A. Occupation: Former school principal @ Master's Degree in Administration
- B. Education: MEd / BA U. of WA Access to Finance Planner
- C. Experience: 17 yrs successfully run businesses 2)

Former City Commissioner Included in downtown organization who have dream of making downtown Livingston great & saving our economy
(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? Historic Preservation 2) Park Co Historical Society (President 3) LDA 4) started LDBOBA - President for 8 years 5) Chamber of Commerce member of the year 6) Livingston City Commission 7) URA 8) Senior Center

7. Are you currently serving on any Community Boards? LDBOBA - President
A. If yes, please describe those boards. Coordinate Yellowstone Bus Tours Livingston Downtown Building Owners and Business Assn.)

8. Current Employer? Retired / manage The Grabow

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? I would recuse myself.

Backup material for agenda item:

- B. DISCUSS/APPROVE/DENY - Applications for for Parks & Trails Committee of Gavin Clark and Christopher Newhouse**

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

Appointed Position Seeking: Parks + Trails Comm.

Date of Application: 2/

Name: Gavin Clark

Signed: [Signature]

Address: 215 S. C St

Telephone: daytime 406 599 5281

after 5:00 p.m.: same

Fax Number: _____

e-mail address: gavin.michael.clark@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: - serve community
- Make Livingston better place for my family
- Interested in local parks + trails

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

A. Occupation: Manager, American Prairie Reserve.

B. Education: Environmental Policy + Ethics, University of

C. Experience: Policy Assistant, Colorado Dept. Natural Resources.

(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? American Prairie Reserve.

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? I would recuse myself.

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

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

Appointed Position Seeking: Parks and Trails Committee

Date of Application: 2/20/16

Name: Christopher Newhouse

Signed: By: [Signature]

Address: 19 Billman Ln.

Telephone: daytime (406) 224-0263

after 5:00 p.m.: "

Fax Number: N/A

e-mail address: Christopher.eric.newhouse@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 love the Livingston Community and am passionate about the way people connect to the outdoors. I intend to be involved as a member or not.

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

MAERRA. Occupation: Creating and Directing programs for local non-profit, teaching nature connection
B. Education: High School, PHS, graduate. Self educated naturalist, program director.
C. Experience: 5+ yrs. instructing people of all ages outdoors. 2+ yrs. designing and coordinating programs and gatherings. 5+ yrs. studying impact of nature connection within communities.

(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? M.A.E.R.A., Inc.

9. Are you available for night meetings? usually

10. Are you available for daytime meetings? flexible

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? possibly with personal attachment to certain park lands.

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I would put it aside in the best interest of the community. If for any reason that was not possible I would resign.

Backup material for agenda item:

C. DISCUSS/APPROVE/DENY - Re-appointment of Peter Fox to the City Planning Board



February 11, 2016

City of Livingston Planning Board
Jim Woodhull
330 North Bennett Street
Livingston, MT 59047

Dear Mr. Woodhull,

The Park County Commission is pleased to re-appoint Peter Fox to the City of Livingston Planning Board.

If you have questions of us, please don't hesitate to contact us (406-222-4106).

Sincerely,

Clint Tinsley
Chairman

Steve Caldwell
Commissioner

Marty Malone
Commissioner

Backup material for agenda item:

D. DISCUSS/APPROVE/DENY -- Solid Waste Tipping Fee Increase

SOLID WASTE

Operations and Financials

Residential Green Waste Collection

Free

Glass Recycling

Free

Residential Waste Collection

Single Home \$17.57/month

**Solid Waste
Services Offered**

Recycling

Free

Commercial Waste Collection

Base \$1.41
\$3.68/40 lbs
\$184/ton

Commercial Green Waste

\$15/ton

Transfer Station

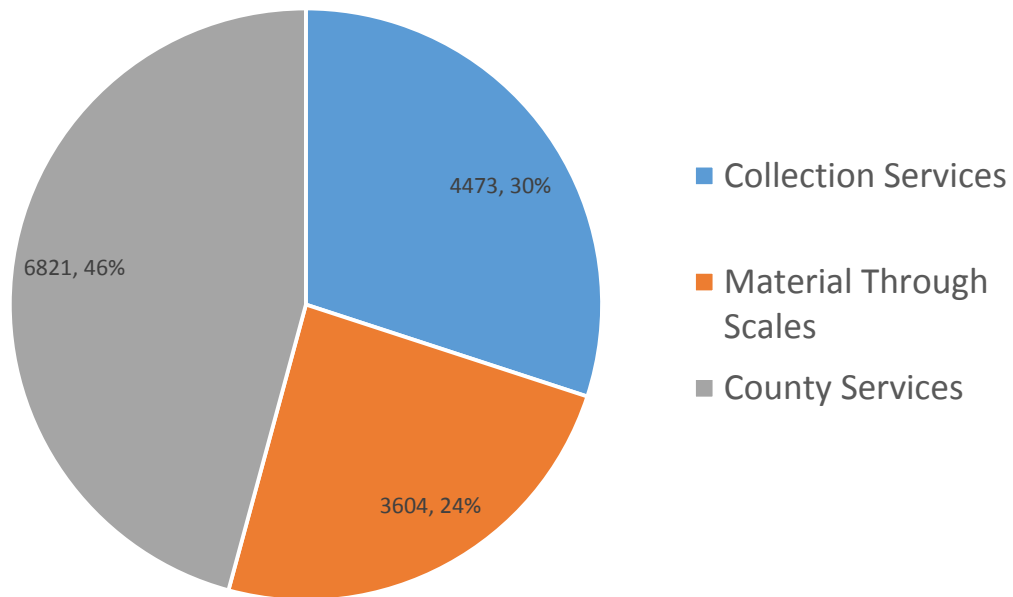
Tipping Fees Vary

Transfer Station Operations

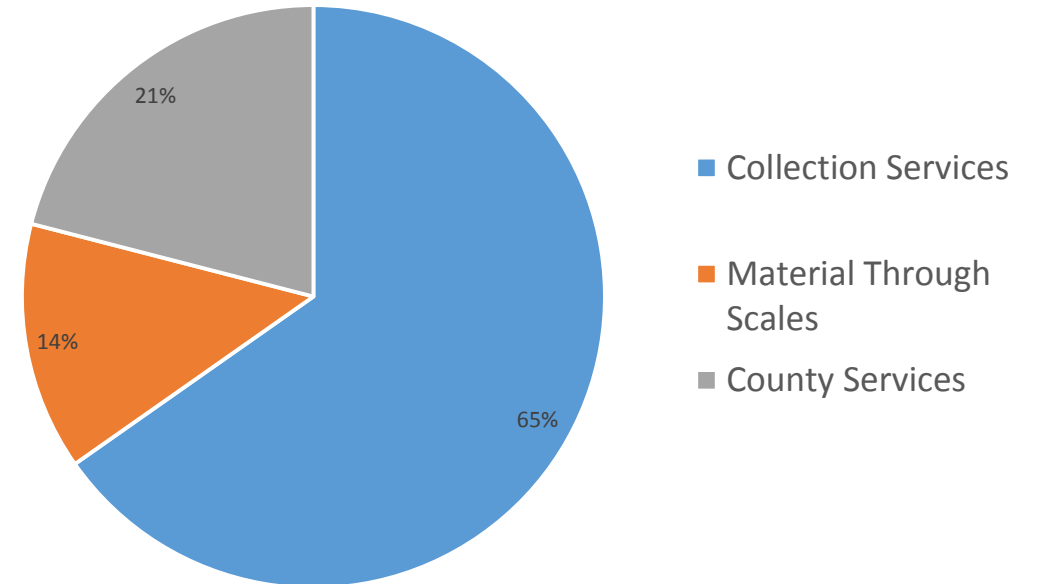
- Disposal for residential and commercial operations
- **Disposal for individuals and businesses across scales**
- Disposal for Park County

Transfer Station Services

Transfer Station Weights/Use

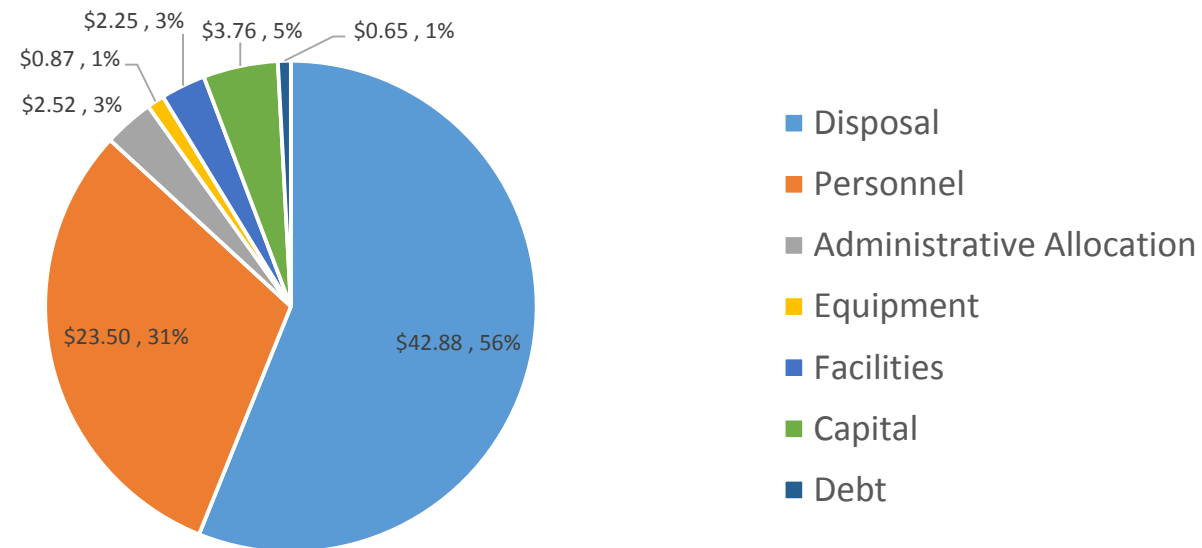


Solid Waste Income Sources



Transfer Station Services

Costs Associated with Disposing One Ton of Waste
at Transfer Station
Total: \$77.17



Public Concern?

New Transfer Station Rates

DUE TO RISING COSTS AND INCREASING DEMANDS, THE FOLLOWING RATES ARE SCHEDULED TO BE INCREASED:

- * Regular Household and Commercial Garbage \$60.00/ton
- * Construction Waste \$75.00/ton (new)
- * Minimum Charge \$6.00
- * Scale Use Fee \$3.00 (new)

For further information, please contact
Livingston Utility Department
330 Bennett Street
Livingston, MT 59047
(406) 222-5667



Currently at \$53.00 per ton

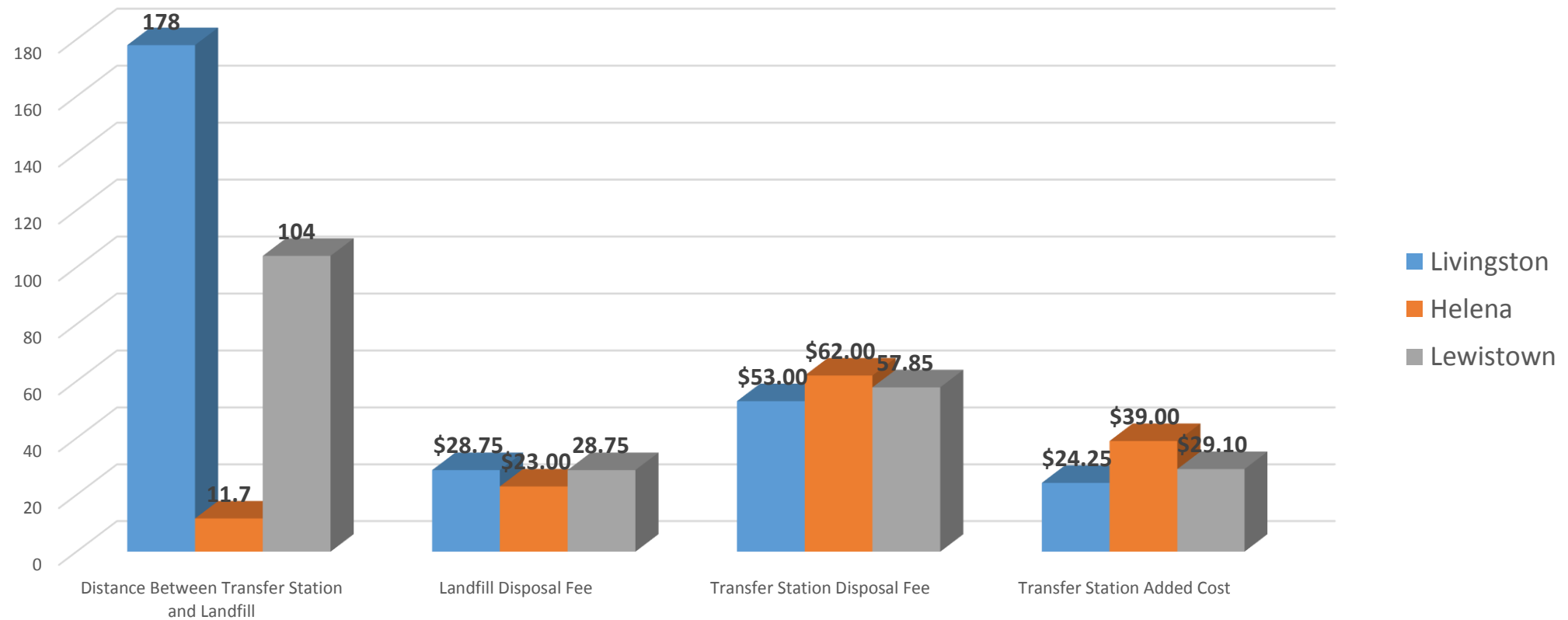
Goal: Increase revenues while minimizing increases to city residential and commercial pickup services.

Comparable Fees

Location	Minimum Fee	Cost Per Ton
Livingston	\$2.00	\$53.00
Forsyth	None	\$200.00
Helena	\$6.25	\$62.00
Lewistown	\$6.00	\$57.85
Bozeman	None	\$48.00

- Bozeman's Charge is for convenience site with limited hours and only accepts loads from pickups or smaller and only travels to Logan.
- MWS charges \$42.88 per ton to haul waste from Livingston's transfer station.
- Logan Landfill charges \$21 more for construction waste than municipal waste.

Transfer Station Comparison



Balancing Solid Waste Without Increasing Fees at Transfer Station



Balances From Areas within Solid Waste

Solid Waste Services	Net Revenue Generated
Residential Waste Collection	\$ 231,000.72
Commercial Waste Collection	\$ 72,010.56
Transfer Station Operations	\$ (112,377.35)
County Waste Disposal	\$ (164,863.57)
Recycling	\$ (22,626.22)
Green Waste Disposal	\$ (31,602.00)
Spring Cleanup	\$ (27,334.40)

City Residents and Commercial Customers
already subsidize other areas of Solid Waste!

*Only includes yearly operations, not elimination of liabilities or capital investment

How to Balance Solid Waste

5 Part Strategy

- Increasing Fees per Ton at Transfer Station
- Raise Surcharge for Construction Waste
- Decreasing Hours of Operation at Transfer Station – *Already Implemented*
- Charging for Green Waste Cans
- Change Spring Cleanup into Solid Waste Awareness Day

Cost Saving Values

Cost Saving Measure	Expense Savings	Revenue Additions
Increase Fee at Transfer Station (\$60/Ton)		\$ 56,431.80
Raise Surcharge For Construction Waste		\$ 45,500.00
Decrease Hours of Operations at Transfer Station	\$ 20,760.00	
Charging for Green Waste Cans		\$ 78,000.00
Solid Waste Awareness Day vs. Spring Cleanup	\$ 26,048.00	

Total \$ 46,808.00 \$ 179,931.80

Annual Difference to Public Waste Budget \$ 226,739.80

City of Livingston



Incorporated 1889

Implementing these changes can bring the Solid Waste budget into balance without placing more financial burdens on city residents and businesses.

Backup material for agenda item:

- E. DISCUSS/APPROVE/DENY -- PRESENTATION FROM PUBLIC WORKS REGARDING SPRING CLEANUP**

SPRING CLEAN UP PROPOSAL

In the past the City has sponsored Spring Cleanup. This has involved the use of 10 staff over 4 days with equipment that has cost the City \$27,334.40 in labor and equipment costs. Spring Cleanup can be transformed into a Solid Waste Awareness Day where city residents could bring solid waste to the transfer station for free. The Solid Waste Department would provide refreshments and public education about the department activities. The City would coordinate with a local group, such as the senior center, to provide help with items that some residents may not be able to get to the transfer station. City residents would be provided with a ticket in their utility bill to allow only city residents to dispose of waste for free over those two days. The City would continue to pay for the waste to be disposed of with Montana Waste Systems. This will cost around \$1,286.40 for 30 tons, which is the average that the city has collected during the previous two Spring Cleanups.