



# Livingston City Commission Agenda

October 16, 2018

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

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

6. Consent Items

**A. CONSENT- APPROVE MINUTES FROM REGULAR 10.2.18 COMMISSION MEETING Page 4**

**B. CONSENT - APPROVE BILLS AND CLAIMS Page 7**

7. Proclamations

8. Scheduled Public Comment

9. Public Hearings

10. Ordinances

11. Resolutions

**A. RESOLUTION NO. 4828 - RESOLUTION RELATING TO THE DEFEASANCE OF SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2012 ISSUED; AND ESTABLISHING AN ESCROW THERETO Page 18**

12. Action Items

**A. ACTION ITEM- DISCUSS/APPROVE/DENY - CITY OF LIVINGSTON GROWTH POLICY PLANNING, FUNDING OPTIONS AND STEPS MOVING FOWARD.**

13. City Manager Comment

14. City Commission Comments

15. Adjournment

## Calendar of Events

**OCTOBER 10. 2018 THROUGH NOVEMBER 6, 2018**

**Page 40**

## Supplemental Material

Notice

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

**Backup material for agenda item:**

**A. CONSENT- APPROVE MINUTES FROM REGULAR 10.2.COMMISSION MEETING**

**LIVINGSTON CITY COMMISSION  
MINUTES**

**October 2, 2018 6:30pm  
City- County Complex, Community Room**

- 1. Call to Order**
- 2. Roll Call**
  - Hoglund, Schwarz, Friedman, Mabie were present.
- 3. Moment of Silence**
- 4. Pledge of allegiance**

**Chair Hoglund made comments and asked Fire Chief MacInnes to introduce the new firefighter/ medic Nicholas Bernard to the Commission. (01:24:16)**

- 5. Public Comments (00:02:06)**
- 6. Consent Items (00:08:40)**
  - A. CONSENT Approve minutes from 9.18.18 Commission Meeting**
  - B. CONSENT – Bills and Claims**
  - C. CONSENT- Judge’s Monthly Report August 2018**
    - Hoglund asked for a motion to approve consent items A-C.
    - Schwarz made the motion. Schwarz seconded.
      - Motion passed 3-1 (Schwarz opposed).
- 7. Proclamations (00:11:08)**
- 8. Scheduled Public Comment- Margie Ek, Links for Learning program. 2018 Keeping the lights on afterschool (00:09:24)**
- 9. Public Hearings**
  - A. RESOLUTION NO. 4825- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$13,285.**

- Friedman made a motion to pass Resolution No. 4825. Schwarz seconded.
  - All in favor, Motion passed 4-0.

## 9. Ordinances

## 10. Resolutions

### **A. RESOLUTION NO. 4826 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGANING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL NO. 630, FOR THE TIME PERIOD OF JULY 1, 2018-JUNE 30, 2020. (00:13:57)**

- Friedman made a motion to pass Resolution No. 4826. Mabie seconded.
  - All in favor, motion passed 4-0.

### **B. RESOLUTION NO. 4827-A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANGER TO SIGN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT TO EXTEND THE CONTRACT BETWEEN THE CITY OF LIVINGSTON AND TD&H ENGINEERING. (00:23:27)**

- Schwarz made a motion to pass Resolution 4827. Mabie seconded.
  - All in favor, motion passed 4-0.

## 11. Action Items

### **A. SCHEDULE INTERVIEWS FOR CITY COMMISSION VACANCY (00:26:04)**

Interviews scheduled for 10/11/2018 at 5:30pm.

- Jay Keifer made comments (00:34:36)
- Jay Keifer made comments (00:35:53)
- Don Plateck made comments (00:37:48)

## 12. City Manager Comment (00:41:58)

## 13. City Commission Comments

- Commissioner Mabie made comments (00:42:12)
- Commissioner Hoglund made comments (00:46:35)
- Commissioner Schwarz made comments (00:50:50)
- Commissioner Friedman made comments (00:56:03)
- Commissioner Mabie made comments (00:57:54)
- Commissioner Hoglund made comments (00:58:01)

- Commissioner Friedman made comments (00:58:07)
- Commissioner Mabie made comments (00:59:09)
- Commissioner Friedman made comments (00:59:45)
- Commissioner Schwarz made comments (01:00:21)

**14. Adjournment** (01:05:09) 7:37 p.m.

**Backup material for agenda item:**

**B. CONSENT - APPROVE BILLS AND CLAIMS**

10/09/18  
14:41:32

CITY OF LIVINGSTON  
Claim Details  
For the Accounting Period: 10/18

Page: 1 of 8  
Report ID: AP100

For doc #s from 36815 to 36932, Operating Cash  
\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36815	87315S	3558 KING, TIM		233.02					
1	10/25/16	Lodging reimbursement		233.02			2220 201 460100	370	101000
36816	87320S	3444 LOWY, LISA		120.99					
1	9/27/18	09/27/18 Reimburse Travel		120.99			1000 109 460449	370	101000
36817	87333S	2595 TOWN & COUNTRY FOODS -		38.06					
1	09/27/18	Supplies		38.06			1000 141 420400	220	101000
36818	87299S	23 CARQUEST AUTO PARTS		55.16					
1	1912423086	09/27/18 Diesel Exhaust Fluid		55.16			5510 142 420730	220	101000
36819	87298S	2662 BOUND TREE MEDICAL, LLC		310.17					
1	82992953	09/24/18 Patient Supplies		281.05			5510 142 420730	235	101000
2	82902791	06/22/18 Patient Supplies		29.12			5510 142 420730	235	101000
36820	87316S	26 LIVINGSTON ACE HARDWARE -		9.99					
1	D55538	09/14/18 Air coupler/ plug kit		9.99			1000 141 420400	220	101000
36821	87299S	23 CARQUEST AUTO PARTS		11.00					
1	1912422218	09/18/18 4 Xtreme Blue wiper fluid		11.00			5510 142 420730	220	101000
36822	87333S	2595 TOWN & COUNTRY FOODS -		35.13					
1	09/18/18	Supplies		35.13			1000 141 420400	220	101000
36823	87318S	55 LIVINGSTON HEALTHCARE		54.44					
1	0017149	09/24/18 Patient Supplies		54.44			5510 142 420730	235	101000
36824	87332S	2470 STRYKER SALES CORPORATION		916.97					
1	2494581M	09/14/18 Smart Power Kit 120v		916.97			5510 142 420730	231	101000
36825	87329S	3445 PONCHOT, PHILLIP		16.88					
1	8266000029	09/23/18 HDMI to VGA converter reim		16.88			2220 201 460100	212	101000
36826	87336S	3657 MONTANA LIBRARY ASSOCIATION		250.00					
1	2018 09/30/18	S. Catharine to Fall Retreat		125.00*			2220 201 460100	334	101000
2	2018 09/30/18	M. Grady to Fall Retreat		125.00*			2220 201 460100	334	101000
36827	87322S	999999 MERGENTHALER		100.00					
1	25111	09/25/18 Refund Street Closure Permit		100.00			1000 361000		101000



For doc #s from 36815 to 36932, Operating Cash  
\* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
36828	87327S 151 NORTHWESTERN ENERGY	8,039.11							
1	0709873 09/14/18 800 W Cambridge	28.94			5310 503 430625	344		101000	
2	0719058 09/10/18 3 Rogers Lane	64.00			5310 503 430625	344		101000	
3	0709914 09/10/18 1011 River Dr.	8.14			5310 503 430625	344		101000	
4	1452951 09/10/18 Monroe Lift Station	233.18			5310 503 430625	344		101000	
5	1594141 09/10/18 9th & 10th Lift Station	25.58			5310 503 430625	344		101000	
6	3258086 09/14/18 2800 East park	77.78			5310 503 430625	344		101000	
7	3258262 09/10/18 320 Alpenglow	103.56			5310 503 430625	344		101000	
8	0709892 09/14/18 40 Water Tower Ave.	46.59			5210 502 430515	341		101000	
9	0709876 09/11/18 132 South B	2,119.48			5210 502 430515	341		101000	
10	0709886 09/14/18 200 E Reservoir	21.52			5210 502 430515	341		101000	
11	0709894 09/10/18 56 Water Tower	292.79			5210 502 430515	341		101000	
12	1441030 09/11/18 D & Geyser Well House	2,154.84			5210 502 430515	341		101000	
13	0709874 09/10/18 Werner Addition Pump	1,668.60			5210 502 430515	341		101000	
14	0709875 09/11/18 900 River Dr.	1,194.11			5210 502 430515	341		101000	
36829	87327S 151 NORTHWESTERN ENERGY	1,405.58							
1	0709891-6 09/14/18 15 Fleshman Creek	20.20			1000 155 430950	341		101000	
2	0709870-0 09/14/18 422 South G	67.18			1000 155 430950	341		101000	
3	0709878-3 09/11/18 227 River Drive -Concession	67.03			1000 155 430950	341		101000	
4	0709884-1 09/12/18 616 River Dr. PMP	270.14			1000 155 430950	341		101000	
5	0709879-1 09/11/18 227 River Dr. - Softball	507.04			1000 155 430950	341		101000	
6	1906055-7 09/14/18 815 N 13th - Soccer Fields	2.17			1000 155 430950	341		101000	
7	0720176-7 09/14/18 Weimer Park	92.61			1000 155 430950	341		101000	
8	1155965-5 09/14/18 229 River Drive	8.75			1000 155 430950	341		101000	
9	2138754-3 09/14/18 G Street - Mike Webb Park	364.13			1000 155 430950	341		101000	
10	3210240-2 09/14/18 616 River Dr.	6.33			1000 155 430950	341		101000	
36830	87327S 151 NORTHWESTERN ENERGY	13,287.12							
1	0709877-5 09/10/18 200 E Reservoir	1,262.83			5210 502 430515	341		101000	
2	0719271-9 09/10/18 601 Robin Lane - Well	2,466.16			5210 502 430515	341		101000	
3	0719272-7 09/10/18 4 Billman Lane - Well	2,602.05			5210 502 430515	341		101000	
4	0709882-5 09/14/18 229 River Dr. Pump Civic Ce	83.00			5210 502 430515	341		101000	
5	0708370-2 09/14/18 8th and Park sprinklers	6.33			1000 155 430950	341		101000	
6	0719373-3 09/14/18 229 River Dr.	19.34			1000 155 430950	341		101000	
7	0720113-0 09/14/18 229 River Dr. CC building	62.58			1000 155 430950	341		101000	
8	0709880-9 09/11/18 200 River Dr. Pool	2,479.30			1000 155 460445	341		101000	
9	0709881-7 09/11/18 229 River Dr. Civic Center	607.64*			1000 155 460442	341		101000	
10	0719358-4 09/17/18 Street lights	3,588.98			2400 420100	340		101000	
11	0720122-1 09/14/18 400 North M	12.63			2400 420100	340		101000	
12	0802599-1 09/14/18 608 W. Chinook	50.39			2400 420100	340		101000	
13	0933715-5 08/14/18 710 W. Callender	45.89			2400 420100	340		101000	

10/09/18  
14:41:32

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Claim Details  
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For doc #s from 36815 to 36932, Operating Cash  
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Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
36831	87327S 151 NORTHWESTERN ENERGY	6,666.12							
1	0709793-4 09/14/18 406 Bennett 50%	151.48			2500 151 430220	341	101000		
2	0709793-4 09/14/18 406 Bennett 50%	151.49			5410 504 430820	341	101000		
3	2171060-3 09/14/18 Scale House 408 Bennett	24.88			5410 504 430820	341	101000		
4	1728687-3 09/10/18 Transfer Station 408 Bennet	413.72			5410 504 430820	341	101000		
5	3267010-1 09/10/18 Compactor 330 Bennett	96.85			5410 504 430820	341	101000		
6	0709794-2 09/10/18 WWTP 316 Bennett	5,343.82			5310 503 430640	341	101000		
7	0720048-8 09/10/18 330 Bennett 1/4	109.61			5210 502 430520	341	101000		
8	0720048-8 09/10/18 330 Bennett 1/4	109.61			5310 503 430620	341	101000		
9	0720048-8 09/10/18 330 Bennett 1/4	109.61			5410 504 430820	341	101000		
10	0720048-8 09/10/18 330 Bennett 1/4	109.60			1000 106 411030	341	101000		
11	3015965-1 09/14/18 Fire Training Center	45.45			1000 141 420400	341	101000		
36832	87327S 151 NORTHWESTERN ENERGY	1,402.17							
1	0709871 09/14/18 Star Additon - Lights	298.37			2400 420100	340	101000		
2	3287727 09/14/18 320 Alpenglow Ln	41.04			2400 420100	340	101000		
3	3386783 09/14/18 G & H on Clark	48.37			2400 420100	340	101000		
4	3386845 09/14/18 I & K on Callender	43.79			2400 420100	340	101000		
5	3386846 09/14/18 7th & 8th on Summit	26.27			2400 420100	340	101000		
6	1498936 09/14/18 I90 & 89S Street Lighting	6.21			2400 420100	340	101000		
7	0709796 09/14/18 97 View Vista Dr.	6.58			2400 420100	340	101000		
8	1893530 09/14/18 600 W Park	64.01			2400 420100	340	101000		
9	1493850 09/14/18 412 W Callender	64.34			2400 420100	340	101000		
10	3141997 09/14/18 C & D on Lewis	24.26			2400 420100	340	101000		
11	2023484 09/14/18 1100 W Geysler St. School	8.85			2400 420100	340	101000		
12	2023479 09/14/18 900 W Geysler St. School	5.85			2400 420100	340	101000		
13	2114861 09/14/18 132 South B	135.03			2400 420100	340	101000		
14	1893536 09/14/18 E st. & Alley	42.24			2400 420100	340	101000		
15	1893541 09/14/18 18 W Park	94.41			2400 420100	340	101000		
16	1747572 09/14/18 F & G on Callender	25.23			2400 420100	340	101000		
17	1747570 09/14/18 D & E on Callender	47.35			2400 420100	340	101000		
18	1613803 09/14/18 M & N on Callender	65.68			2400 420100	340	101000		
19	1290352 09/14/18 School Flasher Park & 13th	8.25			2400 420100	340	101000		
20	1134879 09/14/18 N 7th & Montana & Chinook	32.92			2400 420100	340	101000		
21	1134866 09/14/18 N 2nd & Montana & Chinook	54.87			2400 420100	340	101000		
22	0709869 09/14/18 Carol Lane	119.00			2400 420100	340	101000		
23	3093027 09/14/18 105 West Park	43.94			2400 420100	340	101000		
24	3093023 09/14/18 320 North Main	15.23			2400 420100	340	101000		
25	3093003 09/14/18 114 West Summit	27.22			2400 420100	340	101000		
26	3184602 09/14/18 202 South 2nd	23.44			2400 420100	340	101000		
27	3566038 09/14/18 114 East Calllender	16.10			2400 420100	340	101000		
28	3566039 09/14/18 115 East Lewis	13.32			2400 420100	340	101000		

10/09/18  
14:41:32

CITY OF LIVINGSTON  
Claim Details  
For the Accounting Period: 10/18

Page: 4 of 11  
Report ID: AP100

For doc #s from 36815 to 36932, Operating Cash  
\* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36833	87312S	1920 HORIZON AUTO PARTS		13.49					
1	834566	09/26/18 Headlight		13.49			5310 503 430625	231	101000
36835	87302S	3491 COFFMAN'S PEAK ELECTRIC, LLC		3,975.27					
1	1339	08/28/18 Clarence Well House		3,975.27*			5210 502 430520	995	101000
36836	87302S	3491 COFFMAN'S PEAK ELECTRIC, LLC		189.50					
1	1358	09/16/18 Old Clinic Septic System		94.50			5310 503 430625	361	101000
2	1359	09/15/18 Bluebird Wellhouse		95.00			5210 502 430515	361	101000
36837	87299S	23 CARQUEST AUTO PARTS		266.99					
1	1912421802	09/13/18 12V Lithium		266.99			1000 155 460430	362	101000
36838	87306S	2904 FISHER SAND AND GRAVEL		614.34					
1	73731	09/15/18 3" Pit Run		614.34*			1000 155 460430	940 1901	101000
36840	87307S	3219 GALLATIN SCALES INC		8,500.00					
1	4957	09/23/18 Truck Scales		8,500.00*			5410 504 430835	940	101000
36842	87316S	26 LIVINGSTON ACE HARDWARE -		38.83					
1	D57980	09/18/18 Supplies		36.98			1000 155 430930	361	101000
2	D58956	09/20/18 PVC		11.33			1000 155 460430	401	101000
3	86840	09/13/18 Credit Check 86840		-9.48			1000 155 460430	401	101000
36843	87317S	468 LIVINGSTON FIRE SERVICE, INC		158.10					
1	14794	08/31/18 Annual extinguisher maint.		158.10			5210 502 430520	361	101000
36844	87324S	1543 NELSON TREE CARE		50.00					
1	2018-44	09/14/18 208 S 5th		50.00			1000 155 460430	402	101000
36845	87325S	64 NEWMAN SIGNS INC.		1,359.26					
1	TRFINV0056	09/20/18 Signs		1,359.26			2820 210 430240	241	101000
36846	87326S	59 NORTHERN ENERGY		100.00					
1	3082126404	08/31/18 Tank Rent		100.00			1000 155 430930	341	101000
36847	87328S	2437 O'REILLY AUTOMOTIVE, INC		28.65					
1	1558143279	09/19/18 Lift Support		28.65			1000 155 460430	362	101000

10/09/18  
14:41:32

CITY OF LIVINGSTON  
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Page: 5 of 5  
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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36848	87308S	54 GATEWAY OFFICE SUPPLY		38.99					
1	42183	09/26/18 Office Supplies		38.99			1000 131 420100	220	101000
36849	87301S	3364 CITY OF LIVINGSTON		34.23					
1	18-19	08/14/18 Dairy Queen		2.09			1000 109 460449	226	101000
2	18-19	08/11/18 Albertsons		4.00			1000 109 460449	220	101000
3	18-19	09/20/18 Albertsons		28.14			1000 109 460449	226	101000
36850	87311S	1687 HANSER'S WRECKER		90.00					
1	23184	09/22/18 Tow 93 Chevy 2500		90.00			1000 131 420100	350	101000
36851	87321S	3651 MARLIN BUSINESS BANK		2,970.00					
1	16310216	09/24/18 10 Getac Tablets		2,970.00			1000 131 420100	311	101000
36852	87303S	3788 CREATIVE PRODUCT SOURCE, INC.		164.80					
1	CPI074654	09/24/18 Bookmarks/T-Shirt		164.80			1000 131 420100	220	101000
36853	87297S	3727 AAA CLEANING, LLC		740.00					
1	09-2018	09/30/18 B St. Cleaning - Sept.		240.00			1000 121 411230	360	101000
2	09-2018	09/30/18 PW Cleaning - Sept.		83.34			1000 106 411030	200	101000
3	09-2018	09/30/18 PW Cleaning - Sept.		83.34			1000 155 430100	224	101000
4	09-2018	09/30/18 PW Cleaning - Sept.		83.33			2500 151 430220	224	101000
5	09-2018	09/30/18 PW Cleaning - Sept.		83.33			5210 502 430510	224	101000
6	09-2018	09/30/18 PW Cleaning - Sept.		83.33			5310 503 430610	224	101000
7	09-2018	09/30/18 PW Cleaning - Sept.		83.33			5410 504 430820	224	101000
36854	87319S	1101 LIVINGSTON SCHOOL DISTRICT 4 & 1		131.87					
1	8601	09/22/18 Bus to Rocky Creek Farms		131.87			1000 109 460449	226	101000
36855	87310S	2985 GOVERNMENT FINANCE OFFICERS		170.00					
1	0167945	09/17/18 GFOA Membership		170.00			1000 104 410540	333	101000
36856	87314S	3387 J & H, Inc.		1,128.00					
1	541477	09/27/18 Finance Copier		1,128.00			1000 123 411700	368	101000
36857	87304S	745 DELL MARKETING L.P.		1,368.57					
1	1026966537	09/29/18 Porteen Computer		1,051.19			1000 123 411700	947	101000
2	1026960762	09/28/18 Porteen Computer		317.38			1000 123 411700	947	101000

10/09/18  
14:41:32

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Page: 6 of 6  
Report ID: AP100

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36858	87305S	3298 EXEC U CARE SERVICES, INC.		1,119.42					
1	1646	09/27/18 Janitorial Services - Sept		1,119.42			1000 121 411230	364	101000
36859	87309S	3831 GILLIAM, HALEIGH		105.00					
1	18-19	09/29/18 Rec Assistant		105.00			1000 109 460449	316	101000
36860	87332S	2470 STRYKER SALES CORPORATION		54.23					
1	2501962M	09/25/18 Shoulder Restraint		54.23			5510 142 420730	235	101000
36861	87330S	3807 PRESTIGE WORLDWIDE TECHNOLOGIES		1,850.00					
1	1345	09/27/18 Repair		1,850.00			5210 502 430515	231	101000
36863	87300S	162 CENTURYLINK		221.38					
1	0082	09/16/18 City Shop 50%		30.73			2500 151 430220	343	101000
2	0082	09/16/18 City Shop 12%		7.37			5310 503 430620	343	101000
3	0082	09/16/18 City Shop 38%		23.35			5410 504 430820	343	101000
4	0149	09/16/18 Civic Center		98.94			1000 109 460449	346	101000
5	0137	09/16/18 Scada Alarm		60.99			5310 503 430640	343	101000
36864	87331S	2907 SHI INTERNATIONAL CORP.		338.35					
1	B08850485	09/18/18 Microsoft Software		338.35			1000 131 420100	368	101000
36865	87313S	102 INDUSTRIAL TOWEL		67.07					
3	67600	09/28/18 Rug Maint.		32.80			1000 121 411230	360	101000
4	67346	09/27/18 Rug Maint, Towels		34.27			1000 121 411230	360	101000
36866	87318S	55 LIVINGSTON HEALTHCARE		3,059.00					
1	THOTH000	09/25/18 Refund -Thomas Thompson		3,059.00			5510 122001		101000
36867	87337S	999999 FAITHFUL FOUNDATION- DEEANN		154.74					
1	16150-05	10/02/18 Over Payment on Account		154.74			5210 343021		101000
36868	87335S	146 LIVINGSTON ENTERPRISE		792.25					
1	148934	08/27/18 PH - Thomas O'Rour		48.75			1000 101 410130	331	101000
2	148932	08/27/18 PH - Burrton Laure		48.75			1000 101 410130	331	101000
3	149064	08/30/18 Sex Offender - A. Brown		45.00			1000 131 420100	324	101000
4	149108	08/31/18 Resolution 4814		72.00			1000 101 410130	331	101000
5	149107	08/31/18 Resolution 4813		432.00			1000 101 410130	331	101000
6	149136	09/04/18 Sex Offender - A. Brown		45.00			1000 131 420100	324	101000
7	149704	09/24/18 PH - Thomas O'Rour		52.00			1000 101 410130	331	101000
8	149703	09/24/18 PH - Burrton Laure		48.75			1000 101 410130	331	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36893	-99971E	3826	ALLEGIANCE FLEX ADVANTAGE	150.00					
1	10/01/18	FLEX CLAIMS		150.00			7910 212970		101000
36895	-99970E	3825	USDA-RD LOAN	13,550.00					
1	2018_10	10/01/18	USDA RD OCTOBER PMT	7,883.78			5310 503 490500	610	101000
2	2018_10	10/01/18	USDA RD OCTOBER PMT	5,666.22			5310 503 490500	620	101000
36896	87348S	3387	J & H, Inc.	97.45					
1	542061	10/08/18	Civic Center copier maint.	97.45			1000 109 460449	368	101000
36897	87339S	3605	ADVANCED ENGINEERING &	41,437.21					
1	59825	09/11/18	July/Aug WRF Construction Serv	41,437.21*			5310 503 430640	940	101000
36898	87340S	22	ALL SERVICE TIRE & ALIGNMENT,	297.00					
1	55620	10/01/18	Tire Repair	15.00			1000 131 420100	360	101000
2	55548	09/18/18	Shocks/Tire Alignment	282.00			1000 141 420400	360	101000
36899	87341S	402	ALPINE ELECTRONICS RADIO SHACK	14.99					
1	10250953	09/26/18	Aux Cable	14.99			1000 104 410550	212	101000
36900	87342S	2711	BARCO PRODUCTS COMPANY	3,757.52					
1	BP00081430	09/27/18	Trail Grant	3,757.52*			1000 155 460430	940 1901	101000
36901	87343S	23	CARQUEST AUTO PARTS	36.39					
1	1912423388	10/01/18	Bulb	36.39			2500 151 430240	232	101000
36902	87344S	2671	COMDATA	1,921.01					
1	20297703	10/01/18	Fuel Police Dept.	1,921.01			1000 131 420100	236	101000
36903	87345S	697	FRANZEN-DAVIS FUNERAL HOME &	725.00					
1	10/02/18	Correction on Plot		725.00			1000 155 430930	361	101000
36904	87346S	102	INDUSTRIAL TOWEL	61.53					
1	66902	09/21/18	WFR Slate rugs	18.10			5310 503 430610	224	101000
2	66902	09/21/18	Mat Cleaning	8.69			5210 502 430510	224	101000
3	66902	09/21/18	Mat Cleaning	8.69			5410 504 430820	224	101000
4	66902	09/21/18	Mat Cleaning	8.68			2500 151 430220	224	101000
5	66902	09/21/18	Mat Cleaning	8.68			1000 106 411030	220	101000
6	66902	09/21/18	Mat Cleaning	8.69			5310 503 430610	224	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36905	87347S	1783 J & H OFFICE EQUIPMENT		275.29					
1	23476953	10/03/18 Copier Lease		275.29			1000 123 411700	368	101000
36906	87350S	776 KENYON NOBLE		14.18					
1	6776040	09/28/18 Wood		14.18			5210 502 430515	231	101000
36907	87349S	1390 KEN'S EQUIPMENT REPAIR, INC		1,247.38					
1	51924	09/17/18 Medic 3 - Oil Change		148.88			5510 142 420730	232	101000
2	51928	09/17/18 Medic 4 - Oil Change		197.95			5510 142 420730	232	101000
3	51929	09/17/18 Medic 1 - Oil Change		419.05			5510 142 420730	232	101000
4	51938	09/18/18 Medic 2 - Oil Change		481.50			5510 142 420730	232	101000
36908	87351S	2863 KIMBALL MIDWEST		106.58					
1	6633412	09/25/18 Supplies		106.58			2500 151 430240	231	101000
36910	87352S	2510 MAVERICK REALTY		4.03					
1	20149-02	10/02/18 Refund - 425 S Yellowstone		4.03			5210 343021		101000
36911	87353S	278 MMIA		1,943.97					
1	818011	09/19/18 Deductible Recovery -O'Brien		1,500.00*			1000 160 510331	511	101000
2	818011	09/19/18 Deductible Recovery -Phillips		443.97*			1000 160 510331	511	101000
36912	87354S	2731 MONTANA WASTE SYSTEMS, INC		99,824.85					
1	615108	09/30/18 Transfer fees		99,824.85			5410 504 430840	396	101000
36913	87355S	2634 MOTOROLA		2,918.91					
1	16013556	09/16/18 All Band MP Mobile		2,918.91			1000 131 420100	976	101000
36914	87356S	3058 MUNICIPAL CODE CORPORATION		150.00					
1	00318363	10/03/18 Subscription 10/1/18-10/31/1		150.00			1000 101 410130	333	101000
36915	87357S	3317 NETMOTION WIRELESS, INC.		378.28					
1	I0043341	09/14/18 New Getac		378.28			1000 131 420100	368	101000
36916	87358S	3832 POE, JACQUELYN		33.17					
1	18-19	10/01/18 Travel Reimbursement		33.17			1000 109 460449	370	101000
36917	87359S	2907 SHI INTERNATIONAL CORP.		709.20					
1	B08918113	09/28/18 Porteen - Software		338.35*			1000 107 411100	212	101000
2	B08919617	10/01/18 Porteen - Software		370.85*			1000 107 411100	212	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
36918	87363S	3586 TARR, MARGARET		33.44					
1	18-19	09/05/18 Shoko		33.44			1000 109 460449	226	101000
36919	87360S	3169 SPAY NEUTER PROJECT		1,405.25					
1	18-006	City 10/01/18 07/18-9/18 Spay/Neuter Pro		920.00			1000 103 410400	824	101000
2	18-005	City 10/01/18 07/18-9/18 Vouchers		485.25			1000 103 410400	824	101000
36920	87361S	1814 SPECIAL LUBE		41.00					
1	57572	Ford F-150		41.00			5210 502 430515	232	101000
36921	87362S	3353 STORY DISTRIBUTING		682.80					
1	82084	09/24/18 Diesel 250g		670.00*			1000 123 411700	236	101000
2	82084	09/24/18 Additive 16 oz		12.80*			1000 123 411700	236	101000
36922	87362S	3353 STORY DISTRIBUTING		818.70					
1	81845	09/05/18 Diesel 300g		806.70*			1000 123 411700	236	101000
2	81845	09/05/18 Additive 15 oz		12.00*			1000 123 411700	236	101000
36923	87362S	3353 STORY DISTRIBUTING		1,099.60					
1	81955	09/13/18 Diesel 400g		1,079.60*			1000 123 411700	236	101000
2	81955	09/13/18 Additive 25 oz		20.00*			1000 123 411700	236	101000
36924	87362S	3353 STORY DISTRIBUTING		831.00					
1	82148	09/28/18 Diesel 300g		831.00*			1000 123 411700	236	101000
36925	87364S	3390 TD&H ENGINEERING, INC		5,163.90					
1	14339	09/18/18 010 Topographic Survey		2,734.51*			2500 151 430240	960 1902	101000
2	14339	09/18/18 010 Topographic Survey		834.74			5210 502 430520	960 1902	101000
3	14339	09/18/18 010 Topographic Survey		1,306.81			5310 503 430630	960 1902	101000
4	14339	09/18/18 010 Topographic Survey		287.84			2400 420100	960 1902	101000
36926	87364S	3390 TD&H ENGINEERING, INC		17,517.62					
1	14338	09/18/18 050 Construction Admin.		5,404.64*			2500 151 430240	960	101000
2	14338	09/18/18 050 Construction Admin.		7,876.75			5210 502 430520	960	101000
3	14338	09/18/18 050 Construction Admin.		4,236.23			5310 503 430630	960	101000
36927	87365S	2999 TEAR IT UP L.L.C.		43.60					
1	37580	10/03/18 118# Finance Office		43.60			1000 123 411700	360	101000



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36928	87366S	3376	TRANSUNION RISK & ALTERNATIVE	38.30					
1	380349	10/01/18	Investigative research	38.30			1000 131 420100	350	101000
36929	87367S	3472	UTILITIES UNDERGROUND LOCATION	194.68					
1	8095089	09/30/18	Excavation Notifications	97.34			5210 502 430515	317	101000
2	8095089	09/30/18	Excavation Notifications	97.34			5310 503 430625	317	101000
36930	87368S	3461	WATCH GUARD VIDEO	52.00					
1	16981	09/28/18	POE Assembly	52.00			1000 131 420100	368	101000
36931	87369S	999999	WEST CARE HEALTH & WELFARE	112.15					
1	DURGR000	09/13/18	Refund - Grace Ann Durden	112.15			5510 122001		101000
36932	87370S	2087	WISPWEST.NET	105.79					
1	436654	10/01/18	Civic Center	45.32			1000 155 430950	346	101000
2	438866	10/01/18	Pool	10.00			1000 155 430950	346	101000
3	441559	10/01/18	Transfer Station	50.47			5410 504 430870	346	101000
			# of Claims	88	Total:	260,638.01			
			Total Electronic Claims	13,700.00	Total Non-Electronic Claims	246938.01			

**Backup material for agenda item:**

- A. RESOLUTION NO. 4828 - RESOLUTION RELATING TO THE DEFEASANCE OF SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2012 ISSUED; AND ESTABLISHING AN ESCROW THERETO**

**CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE**

I, the undersigned, being the duly qualified and acting recording officer of the City of Livingston, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO THE DEFEASANCE OF SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2012; AND ESTABLISHING AN ESCROW THERETO" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on October 16, 2018 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

voted against the same:

abstained from voting thereon:

or were absent:

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

(SEAL)

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

**RESOLUTION NO. 4828**

**RESOLUTION RELATING TO THE DEFEASANCE OF SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2012 ISSUED; AND ESTABLISHING AN ESCROW THERETO**

**RECITALS:**

WHEREAS, the City of Livingston, Montana (the “City”) previously issued its Sewer System Revenue Refunding Bonds, Series 2012 (the “Series 2012 Bonds”), in the original aggregate principal amount of \$1,825,000, pursuant to the Montana Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended (the “State Act”) and Resolution No. 4289 adopted by the City Commission of the City on April 17, 2012 (the “2012 Resolution”); and

WHEREAS, the Series 2012 Bonds were originally issued to refund the City’s (a) Sewer System Revenue Bond (DNRC Revolving Loan Program), Series 2006, and (b) Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Series 2010, and (c) paying the costs associated with the issuance and sale of the 2012 Bonds (together, the “2012 Project”); and

WHEREAS, Resolution No. 3590 (the “Original Resolution”), adopted by the City Commission of the City on December 6, 2004, as supplemented by the 2012 Resolution (as supplemented, the “Resolution”), provides that the Series 2012 Bonds or a portion thereof shall be deemed to be paid and no longer outstanding under the Resolution if and when, there shall have been deposited in trust cash or obligations (“Defeasance Securities”) which shall not contain provisions permitting the redemption thereof at the option of the City, the principal of and the interest on which when due, and without any investment thereof, will provide money which, together with the money, if any, deposited with or held in trust at the same time, shall be sufficient to pay when due the principal of, premium, if any, and interest due and to become due on said Series 2012 Bonds on and prior to the redemption date or maturity date thereof; and

WHEREAS, the City has determined that it is in the best interest of the City and sound financial management practice to deposit Defeasance Securities in an Escrow Account (the “Escrow Account”) for the defeasance of the Series 2012 Bonds.

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

1. The Finance Director is hereby authorized to deposit Defeasance Securities into an Escrow Account established pursuant to an Escrow Agreement, dated on or after October 1, 2018 (the “Escrow Agreement”), between the City and U.S. Bank National Association, as escrow agent (the “Escrow Agent”) for the purpose of defeasing all of the outstanding Series 2012 Bonds, which are currently outstanding in the aggregate principal amount of \$1,125,000. The amount deposited in the Escrow Account, along with earnings on the Defeasance Securities shall be sufficient to (i) pay the principal and interest due on the Series 2012 Bonds to and including the optional redemption date of January 1, 2021 (the “Redemption Date”), and (ii) prepay the outstanding Series 2012 Bonds on the Redemption Date.

2. The City Manager and the Chairperson of the City Commission are hereby authorized to execute and deliver an Escrow Agreement in substantially the form on file with the City. In the event that the City Manager or the Chairperson of the City Commission are not available or not able to execute the Escrow Agreement, then any other authorized officer of the City may execute and deliver the Escrow Agreement in their place.

3. The Escrow Agent is hereby authorized to timely file a notice of redemption and notice of defeasance as provided in the Escrow Agreement. In addition, City staff or D.A. Davidson & Co., on behalf of the City, are also authorized to file the Escrow Agreement with the Municipal Securities Rulemaking Board.

4. Pursuant to the Resolution and the Escrow Agreement, neither the Defeasance Securities nor money deposited in trust or principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than the payment of the principal of, premium, if any, and interest on the Series 2012 Bonds.

5. The City Manager, the Chairperson of the City Commission, and the Finance Director are hereby authorized to execute and deliver all other necessary documents needed or required in order to defease the Series 2012 Bonds, including subscribing to Defeasance Securities.

6. This Resolution shall take effect immediately after its passage.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this 16th day of October, 2018.

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Dorel Hoglund, Chairperson

ATTEST:

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City Clerk

67842-1 (BWJ)  
13372589v1

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**ESCROW AGREEMENT**

**between**

**THE CITY OF LIVINGSTON, MONTANA,  
as City**

**and**

**U.S. BANK NATIONAL ASSOCIATION,  
as Escrow Agent**

**Dated October 25, 2018**

**\$1,825,000  
City of Livingston, Montana  
Sewer System Revenue Refunding Bonds  
Series 2012**

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This instrument was drafted by:

Barnes & Thornburg LLP (BWJ)  
225 South Sixth Street, Suite 2800  
Minneapolis, Minnesota 55402

**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (the “Escrow Agreement”) is made and entered into on October 25, 2018, by and between the City of Livingston, Montana (the “City”), a municipal corporation and a political subdivision of the State of Montana, and U.S. Bank National Association, a national banking association duly organized and validly existing under the laws of the United States, as trustee under the hereinafter defined Indenture (the “Escrow Agent”).

**RECITALS**

1. The City previously issued its Sewer System Revenue Refunding Bonds, Series 2012 (the “Series 2012 Bonds”), in the original aggregate principal amount of One Million Eight Hundred Twenty-Five Thousand Dollars (\$1,825,000), pursuant to Resolution No. 4289 adopted by the City Commission of the City on April 17, 2012 (the “2012 Resolution”), for the purpose of refund the City’s (a) Sewer System Revenue Bond (DNRC Revolving Loan Program), Series 2006, and (b) Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Series 2010, and (c) paying the costs associated with the issuance and sale of the 2012 Bonds (together, the “2012 Project”).

2. Article 10 of Resolution No. 3590 (the “Original Resolution”), adopted by the City Commission of the City on December 6, 2004, as supplemented by the 2012 Resolution (as supplemented, the “Resolution”), provides that the Series 2012 Bonds or a portion thereof shall be deemed to be paid and no longer outstanding under the Resolution if and when, there shall have been deposited in trust cash or in securities which are general obligations of the United States, securities whose principal and interest payments are guaranteed by the United States, and securities issued by agencies of the United States (“Federal Securities”) which shall not contain provisions permitting the redemption thereof at the option of the City, the principal of and the interest on which when due, and without any investment thereof, will provide money which, together with the money, if any, deposited with or held in trust at the same time, shall be sufficient to pay when due the principal of, premium, if any, and interest due and to become due on said Series 2012 Bonds on and prior to the redemption date or maturity date thereof. Neither the Federal Securities nor money deposited in trust or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than the payment of the principal of and interest on the Series 2012 Bonds.

3. Concurrently with the execution of this Escrow Agreement, the City will deposit cash with the Escrow Agent for the purpose of defeasing all of the outstanding Series 2012 Bonds, which are currently outstanding in the aggregate principal amount of \$1,125,000 to effect a debt service savings to the City, lower debt service coverage requirements, and provide for the sound financial management of the City.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the parties hereto as follows:

Section 1. Escrow Account. There is hereby established and created with the Escrow Agent the following trust account (the “Escrow Account”) for the benefit of the holders and registered owners of the Series 2012 Bonds, designated:

“City of Livingston, Montana Sewer System Revenue Refunding Bonds, Series 2012 Escrow Account”



Section 2. Funding of Escrow Account.

(a) The City will deposit cash in the amount of \$1,148,871.96 with the Escrow Agent on the date hereof and shall be held in the Escrow Account established with the Escrow Agent and shall be applied to the defeasance of the Series 2012 Bonds including the payment of principal and interest to and including the Redemption Date and the redemption of the Series 2012 Bonds on the Redemption Date. Funds in the amount of \$1,140,471.96 shall be invested by the Escrow Agent in Federal Securities, as described in the schedule which is attached hereto, as Exhibit D and made a part hereof. The City has irrevocably deposited all such Federal Securities and cash with the Escrow Agent on the date of this Escrow Agreement.

(b) The Escrow Agent shall have the power, at the request of the City Manager, Chairperson of the City Commission, the Finance Director or other officer of the City, to sell, transfer, otherwise dispose of or request the redemption of any of the Federal Securities and to substitute therefor other noncallable direct obligations of the United States of America; provided that no such action may be taken unless the City shall first deliver to the Escrow Agent (1) an opinion of Bond Counsel (as defined in the Resolution) to the effect that such action will not cause the Series 2012 Bonds to be arbitrage bonds under Section 148 of the Code, and (2) an opinion of a nationally recognized firm of independent certified public accountants, certifying that the principal of and interest on such substituted governmental obligations are sufficient to pay the principal of and interest on the Series 2012 Bonds, as they become due and payable. The Escrow Agent shall purchase such substituted governmental obligations with the proceeds derived from the sale, transfer, disposition or redemption of the Federal Securities or other governmental obligations.

(c) Upon the deposit to the Escrow Account, the Escrow Agent on behalf of the City will post the Notice of Defeasance attached hereto as Exhibit A on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") website.

(d) It is understood and agreed that the dates and amounts of payments of principal and interest due on the Federal Securities deposited with the Escrow Agent in the Escrow Account are as indicated in Exhibit D, and that the principal and interest payments due on such securities are such as to (i) provide the funds required to pay the principal of and interest on the Series 2012 Bonds to and including the Redemption Date and (ii) the principal due on the July 1, 2021 through July 1, 2027 maturities of the Series 2012 Bonds on the Redemption Date.

(e) Cash from the City in the amount of \$8,400 shall be deposited with the Escrow Agent on the date hereof for payment of the costs of establishing the escrow subject to this Escrow Agreement and the defeasance of the Series 2012 Bonds (the "Defeasance Costs"). The Defeasance Costs shall be disbursed by the Escrow Agent. The City hereby authorizes the Escrow Agent to pay the Defeasance Costs listed on Exhibit E hereto upon receipt of an invoice from the listed payees for the stated sums.

Section 3. Application of Escrow Account. The Escrow Agent acknowledges receipt of the Federal Securities described in Section 2 hereof and agrees that the Escrow Agent will hold such securities in the Escrow Account in the name of the City. The Escrow Agent will collect and receive on behalf of the City all payments of principal and interest on such securities and the City hereby authorizes the Escrow Agent, on behalf of the Paying Agent for the Series 2012 Bonds to remit from the Escrow Account to The Depository Trust Company ("DTC") the funds to pay the principal of and interest due on the Series 2012 Bonds to and including the Redemption Date. After provision for payment of all the Series 2012 Bonds, the Escrow Agent will deposit any remaining funds in the Escrow Account with the City. Amounts held under this Escrow Agreement, if any, shall be invested in accordance with the terms hereof.

Section 4. Payments; Checks; Records. The Escrow Agent is hereby authorized and directed to issue its payments on the Escrow Account for the payment of the principal of, premium, if any, and interest

on the Series 2012 Bonds in the amounts, at the times and in the manner required by the 2012 Resolution. The Escrow Agent shall keep and maintain adequate records pertaining to the Escrow Account, and the Escrow Agent shall furnish a statement with respect thereto to the City not later than sixty (60) days after the Redemption Date.

The City acknowledges that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the account, the City waives receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports.

Section 5. Waiver of Defenses. The Escrow Agent hereby waives any right of set-off, counterclaim, reduction or diminution of an obligation, or any defense of any kind or nature which the Escrow Agent has or may have against the City and the holders of the Series 2012 Bonds insofar as such set-off, counterclaim, reduction, diminution or defense would have an adverse effect on the availability of funds sufficient to comply with the obligations of the parties contained herein.

Section 6. Remaining Amount. Any amounts remaining in the Escrow Account after payment in full of the principal of, premium, if any, and interest on the Series 2012 Bonds, shall be remitted to the City.

Section 7. No Revocation. The parties hereto recognize that the holders from time to time of the Series 2012 Bonds have a beneficial and vested interest in the Federal Securities. It is therefore recited, understood and agreed that this Escrow Agreement shall not be subject to revocation until its provisions have been fully carried out and may only be amended in the manner and under the conditions as set forth in the Resolution.

Section 8. Limitation of Liability. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the City of any of its obligations or to protect any of the City's rights under any bond proceeding or any other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, or for any mistake of fact or law, or for anything which it may do or refrain from doing, except for its gross negligence or willful misconduct in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof. The Escrow Agent shall be entitled to the immunities, powers, privileges and protections set forth in the Resolution as if set forth herein in their entirety.

Section 9. No Personal Liability. None of the provisions contained in this Escrow Agreement shall require the Escrow Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Escrow Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

Section 10. Resignation or Removal of Escrow Agent; Successor Escrow Agent. The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trusts hereby created by giving not less than sixty (60) days' written notice to the City, but no resignation shall take effect unless a successor Escrow Agent shall have been appointed by the City as hereinafter provided and the successor Escrow Agent shall have accepted such appointment, in which such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent, by the City. In the event the Escrow Agent hereunder shall resign,

be removed, be dissolved or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the City.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City, an instrument in writing accepting such appointment hereunder, and thereupon such successor Escrow Agent without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses, if any, of the retiring or removed Escrow Agent shall be paid in full.

Should any transfer, assignment or instrument in writing from the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the respective parties.

Any corporation or association into which the Escrow Agent or any successor to it in the trusts created by this Escrow Agreement may be merged into or consolidated with, or any corporation or association resulting from any merger, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall, if satisfactory to the City and a qualified depository for the City, be the successor Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 11. Acknowledge of Receipt. The Escrow Agent hereby acknowledges receipt of the following:

- (a) Written notice of the City's intention to defease the outstanding Series 2012 Bonds in accordance the Resolution;
- (b) Form of Notice of Redemption, attached hereto as Exhibit B, in accordance with the Resolution (the "Notice of Redemption");
- (c) A Verification Report from The Arbitrage Group, Inc., certified public accountants, dated the date hereof, attached hereto as Exhibit C, certifying that such cash deposit and Federal Securities in the Escrow Account are sufficient to timely pay (i) the principal and interest due on the Series 2012 Bonds to and including July 1, 2020, and (ii) the principal and interest due on the July 1, 2021 through July 1, 2027 maturities of the Series 2012 Bonds on the Redemption Date; and
- (d) Payment of all fees and expenses of the Escrow Agent under this Escrow Agreement relating to the Series 2012 Bonds.

Section 12. Notice of Release; Notice of Redemption. The Escrow Agent covenants that on or before December 1, 2021 and no later than December 1, 2021, the Escrow Agent shall cause the Notice of

Redemption to be mailed to the registered owners of all Series 2012 Bonds then outstanding under the 2012 Resolution in accordance with Section 2.05 of the 2012 Resolution.

Section 13. Fees and Expenses. The Escrow Agent shall be entitled to payment and/or reimbursement by the City for reasonable fees for its services rendered hereunder and all advances, counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Escrow Agent in connection with such services.

Section 14. Indemnification. To the extent permitted by law, the City shall defend, indemnify and hold the Escrow Agent and the holders of the Series 2012 Bonds harmless from all claims, demands and actions resulting from or arising out of any alleged deficiency in the Escrow Account. This indemnity shall survive the termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

Section 15. Termination. This Escrow Agreement shall terminate upon payment of the principal of, premium, if any, and interest on the Series 2012 Bonds and any other amounts due under this Escrow Agreement.

Section 16. Tax Covenants. The City covenants and agrees that amounts received from the investment of the Federal Securities or the Series 2012 Bonds, and any other amounts treated as proceeds of the Series 2012 Bonds under the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), shall not be invested or otherwise used in a manner which would cause the Series 2012 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. Further, the City covenants and agrees to comply with the restrictions placed on investments under the bonds regarding arbitrage delivered in connection with the closing of the Series 2012 Bonds.

Section 17. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement to be performed on the part of the City or the Escrow Agent should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 18. Successors or Assigns. All the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of the City or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 19. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

Section 21. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by telegram as follows:

If to the City:

City of Livingston, Montana  
414 East Callender Street  
Livingston, Montana 59047  
Attention: City Manager

If to the Escrow Agent: U.S. Bank National Association  
Global Corporate Trust Services  
Utah Corporate Center  
170 South Main Street, Suite 200  
Salt Lake City, UT 84101

The City and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Escrow Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reasonable reliance upon and compliance with such directions and instructions notwithstanding any such directions and instructions that conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation, the risk of the Escrow Agent's acting on unauthorized instructions and the risk of interception and misuse by third parties.

Section 22. Headings. The section headings used herein are for convenience of reference only, and in no way define, limit or describe the scope or intent of any provisions hereof.

Section 23. Electronic Signatures. The parties agree that the electronic signature of a party to this Escrow Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Escrow Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed for and on their behalf as of the day and year first herein above written.

**CITY OF LIVINGSTON, MONTANA**, as City

By: \_\_\_\_\_  
Its: Chairperson of the Commission

By: \_\_\_\_\_  
Its: City Manager

(Signature page to Escrow Agreement relating to Livingston 2012 Bonds)

**U.S. BANK NATIONAL ASSOCIATION**, as Escrow  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Signature page to Escrow Agreement relating to Livingston 2012 Bonds)

**EXHIBIT A****NOTICE OF DEFEASANCE**

City of Livingston, Montana  
Sewer System Revenue Refunding Bonds  
Series 2012

NOTICE IS HEREBY GIVEN that for the payment of the principal of and interest on the Series 2012 Bonds maturing on the dates and in the principal amounts, bearing interest at the rates per annum and bearing the CUSIP numbers as set forth below are as follows:

<u>Maturity Date (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
2019	\$125,000	1.75%	538705 BL7
2020	125,000	2.05	538705 BM5
2021	130,000	2.30	538705 BN3
2022	130,000	2.55	538705 BP8
2025	405,000	3.00	538705 BS2
2026	150,000	3.10	538705 BT0
2027	60,000	3.20	538705 BU7

The City of Livingston, Montana (the “City”) has irrevocably deposited in escrow with U.S. Bank National Association as Escrow Agent (the “Escrow Agent”) under an Escrow Agreement, dated October 25, 2018 (the “Escrow Agreement”), between the City and the Escrow Agent, moneys and Government Obligations (as defined in the Escrow Agreement), which, together with the interest to be received therefrom, has been calculated, and verified by a firm of independent public accountants, to be adequate to pay the principal of, premium, if any, and interest on the Series 2012 Bonds when due and upon redemption prior to maturity, at the times and in the manner stated therein and in Resolution No. 4289, adopted by the City Commission of the City on April 17, 2012 (the “2012 Resolution”), all in accordance with the provisions of the 2012 Resolution.

Said deposit and said payment have been made pursuant to the provisions of the 2012 Resolution.

Formal notice of the redemption of the Series 2012 Bonds will be given by the Escrow Agent, in accordance with the provisions of the Escrow Agreement prior to the date fixed for redemption. The City has given the Escrow Agent irrevocable instructions to call the Series 2012 Bonds maturing on or after July 1, 2021 for redemption prior to maturity on January 1, 2021 (the “Redemption Date”), at a redemption price of 100% of the principal amount thereof, pursuant to the optional redemption provisions of the 2012 Resolution. All of the Series 2012 Bonds will be paid upon redemption on the Redemption Date.

Under the terms of the 2012 Resolution, the Series 2012 Bonds are deemed to have been paid and cease to be entitled to any lien, benefit or security under the 2012 Resolution. The liability of the City in respect to the Series 2012 Bonds shall continue but the Owners thereof shall hereafter be entitled to payment (to the exclusion of all other Owners of Bonds issued under the 2012 Resolution) only out of the moneys and Government Obligations deposited with the Escrow Agent, as described above. THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REQUIRE OR SOLICIT THE SURRENDER OR EXCHANGE OF THE DESCRIBED SERIES 2012 BONDS. NOTICE OF THE REDEMPTION OF THE SERIES 2012 BONDS WILL BE



MAILED AND OTHERWISE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE 2012 RESOLUTION.

Dated: October 25, 2018

By: U.S. Bank National Association, as Authorized  
Agent

\* The CUSIP numbers are included solely for the convenience of the holders. Neither the City nor the Escrow Agent shall be responsible for the correctness of the CUSIP numbers on the Series 2012 Bonds or as indicated in this Notice of Defeasance.

**EXHIBIT B****NOTICE OF REDEMPTION**

City of Livingston, Montana  
Sewer System Revenue Refunding Bonds  
Series 2012

NOTICE IS HEREBY GIVEN that, by order of the City Commission of the City of Livingston, Montana (the "City"), there have been called for redemption and prepayment on

January 1, 2021

all outstanding bonds of the City designated as Sewer System Revenue Refunding Bonds, Series 2012, dated April 26, 2012, having maturity dates of July 1 in the years 2021 through 2027, inclusive, totaling \$875,000 in principal amount:

<u>Maturity Date (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Redemption Price</u>	<u>CUSIP Number</u>
2021	\$130,000	2.30	100.000	538705 BN3
2022	130,000	2.55	100.000	538705 BP8
2025	405,000	3.00	100.000	538705 BS2
2026	150,000	3.10	100.000	538705 BT0
2027	60,000	3.20	100.000	538705 BU7

U.S. Bank National Association, as escrow agent, now holds United States Treasury Certificates of Indebtedness – State and Loan Government Securities, which are for the benefit of the holders of the Series 2012 Bonds, and will be sufficient to pay on all of the principal of and interest on the Series 2012 Bonds on the date of redemption as described herein and the holders of all of the Series 2012 Bonds are no longer entitled to funds held under the Series 2012 Resolution pursuant to which the Series 2012 Bonds were issued.

The Series 2012 Bonds are being called at a price of par plus accrued interest to January 1, 2021, on which date all interest on said Series 2012 Bonds will cease to accrue. Holders of the Series 2012 Bonds hereby called for redemption are requested to present their Series 2012 Bonds for payment at the main office of U.S. Bank National Association, in the City of Saint Paul, Minnesota, on or before January 1, 2021.

If by mail:

U.S. Bank National Association  
Corporate Trust Operations  
60 Livingston Avenue  
EP-MN-WS3C  
St. Paul, MN 55107

If by hand:

U.S. Bank National Association  
60 Livingston Avenue  
3<sup>rd</sup> Floor – Bond Drop Window  
St. Paul, MN 55107

**Important Notice:** In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number

or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

U.S. Bank National Association, as escrow agent, will not be responsible for the selection or use of the CUSIP number, nor is any representation made as to the correctness indicated in the Redemption Notice or any Series 2012 Bond. It is included solely for the convenience of the Holders of the Series 2012 Bonds.

Additional information may be obtained from:

U.S. Bank National Association  
Corporate Trust Division  
Bondholder Relations (800) 934-6802

Dated this 1st day of December, 2021.

**U.S. BANK NATIONAL ASSOCIATION**, as Escrow  
Agent

By: \_\_\_\_\_

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

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

**EXHIBIT C**  
**VERIFICATION REPORT**

**EXHIBIT D**

**FEDERAL SECURITIES**

[Attach list of Federal Securities]

**EXHIBIT E**  
**COSTS OF ISSUANCE**

	<u>Amount</u>
Barnes & Thornburg LLP as Counsel to Issuer	\$2,500
U.S. Bank National Association as Escrow Agent	1,200
Paying Agent/Registrar Fees	700
The Arbitrage Group, Inc. as Verification Agent	1,500
D.A Davidson & Co.	<u>2,500</u>
TOTAL:	<u>\$8,400</u>

**Backup material for agenda item:**

**OCTOBER 10, 2018 THROUGH NOVEMBER 6, 2018**

**10/17/18 at 4:00 pm**, Livingston-Park County Library regular meeting, Library meeting room

**10/17/18 at 5:30 pm**, Park Co. Planning Board regular meeting, Community Room, City/County Complex

**10/17/18 at 7:00 pm**, Livingston Sister City Board meeting, Bev Stevenson room at Livingston-Park Co. Library.

**10/22/18 8:00 am**, Airport Board meeting, Mission field

**10/24/18** United Nations Day

**10/24/18 6:00pm**, Parks & Trails regular meeting, Community Room, City/County Complex

**10/25/18** Keep the Lights on Afterschool, for the Links for Learning program

**10/26/18 5:30pm**, Halloween Spooky Skate night, Civic Center

**10/27/18** National DEA Prescription Takeback Day

**10/31/18** National Knock-Knock Jokes Day