



Livingston City Commission Agenda

December 06, 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 11.15.16 Regular Commission Meeting Page 5
- B. CONSENT Approve Bills and Claims Page 10
- C. CONSENT - Approve City Planning Board unanimous recommendation to appoint Jim Baerg and Warren Mabie to the City Planning Board Page 18
- D. CONSENT - Approve Urban Renewal Agency's approval of grant application for public outdoor play space Page 33
- E. CONSENT - Approve waiver request from Yellowstone Boys and Girls Ranch Page 39
- F. DISCUSS/APPROVE/DENY - Letter of support for Homeward, Inc. Page 44

6. Proclamations

7. Scheduled Public Comment

8. Public Hearings

- A. RESOLUTION NO. 4712 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2015-2016, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,111,800 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$905,900. Page 47

9. Ordinances

10. Resolutions

- A. RESOLUTION NO. 4711 - A RESOLUTION RELATING TO UP TO \$1,319,000 SEWER IMPROVEMENT REVENUE BOND ANTICIPATION NOTE (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAD PROGRAM), SERIES 2016; AUTHORIZING THE ISSUANCE THEREOF AND FIXING THE TERMS AND CONDITIONS OF THE BOND ANTICIPATION NOTE. Page 71

- B. RESOLUTION NO. 4713 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN THE CHANGE ORDER WITH XYLEM WATER SOLUTIONS USA, INC. FOR EQUIPMENT AND COMPONENTS NECESSARY FOR THE INCREASED EFFICIENCY OF WATER RECLAMATION FACILITY UPGRADES. Page 109

- C. RESOLUTION NO. 4714 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH SIME CONSTRUCTION INC. FOR THE INSTALLATION OF A PRESSURE REDUCING VALVE BETWEEN THE CITY'S RESEVOIRS Page 138

11. Action Items

- A. DISCUSS/APPROVE/DENY - Submission of FY 2016 Audit Page 155

- B. DISCUSS/APPROVE/DENY - Planning Board Recommendations regarding vacation rental policy Page 157

- C. DISCUSS/APPROVE/DENY - Renew contract with Courtney Lawellin Page 165

- D. DISCUSS/APPROVE/DENY - Decide whether to maintain or cancel regular Commission meeting scheduled for 12.20.16

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

December 1, 2016 - 9:30 - 11:00 a.m. City of Livingston - Park county Revolving Loan fund Committee, First Interstate Bank

December 2, 2016 - 5:00 - 8:00 p.m. Livingston Area Chamber of Commerce and Convention and Vacation Bureau Downtown Christmas Stroll

December 6, 2016 - 6:30 p.m. - City Commission Meeting - Community Room, City/County Complex

December 13, 2016 3:30 p.m. - Historic Preservation Committee - Community Room, City/County Complex

December 20, 2016 - 6:30 p.m. - City Commission Meeting - Community Room, City/County Complex

December 21, 2016 - 8:30 a.m. - Urban Renewal Agency Meeting - East Room, City/County Complex

December 23, 2016 - City Offices Closed for Christmas Eve Holiday

December 26, 2016 - City Offices Closed for Christmas Day Holiday

Supplemental Material

Public Works Project Update

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 11.15.16 Regular Commission Meeting**

Livingston City Commission Meeting
November 15, 2016
6:30 PM
City-County Complex

1. Call to Order

2. Roll Call

- Bennett, Hoglund, Friedman and Schwarz were present.

3. Moment of Silence

4. Pledge of Allegiance

5. Consent Items (00:05:50)

A. CONSENT - Approve Minutes from 11.1.16 Regular Commission Meeting

B. CONSENT - Approve Bills and Claims 1st Half of November 2016

C. CONSENT - Pledged Securities Report 1st Qtr FY 2017

D. CONSENT - Approve Lincoln Jamrog and Forrest Garlow for the McNair Skate Park Committee

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

6. Proclamations

7. Scheduled Public Comment

8. Public Hearings

9. Ordinances

10. Resolutions

A. RESOLUTION NO. 4710 – 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 \$1,111,800 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$905,900 AND CALLING FOR A PUBLIC HEARING. (00:07:07)

- Schwarz made a motion to pass Resolution No. 4710. Hoglund seconded.
 - All in favor, motion passed 4-0.

11. Action Items

A. DISCUSS/APPROVE/DENY - Appoint a Commissioner to the Grants Committee

(00:22:35)

- Freidman made a motion to appoint Friedman and Schwarz to the Grants Committee. Schwarz seconded.
 - All in favor, motion passed 4-0.

B. DISCUSS/APPROVE/DENY- Appoint a Commissioner to the Urban Renewal Agency

(00:25:25)

- Karla Pettit made comments (00:26:00)
- Schwarz made a motion to appoint himself to the Urban Renewal Agency. Friedman seconded.
 - All in favor, motion passed 4-0.

C. DISCUSS/APPROVE/DENY - Approve revision of Facade and Energy Efficiency Programs

(00:28:58)

- Karla Pettit, Bob Ebinger, and Joe Hanser made comments (00:29:50)
- Schwarz made a motion to approve Action Item C. Friedman and Hoglund seconded.
 - All in favor, motion passed 4-0.

D. DISCUSS/SPPROVE/DENY – Livingston Baseball and Softball Association (LBSA) request for Skillman Funds for portable bleachers, netting and backstops

(00:47:45)

- Russell Smith and Sean Daem made comments (00:47:45)
- Leslie Feigel made comments (00:57:06)
- Friedman made a motion to approve Action Item D. Schwarz seconded.
 - All in favor, motion passed 4-0.

E. DISCUSS/APPROVE/DENY - Review of further action on 10th Street Abandonment

(01:05:00)

- Michelle Becker and Bill Vink made comments (01:05:00)
- Jeff Dickerson made comments (01:12:00)
- Gayla Nickelson made comments (01:15:20)
- Michelle Becker made comments (01:16:41)

- Louis Goosey made comments (01:20:36)
- Frank Egan made comments (01:22:00)
- Mike Riley made comments (01:29:28)
- Vern Young made comments (01:33:28)
- Rose Young made comments (01:34:39)
- Gayla Nickelson made comments (01:37:20)
- Jeff Dickerson made comments (01:39:50)
- Michelle Becker made comments (01:48:54)
- Gayla Nickelson made comments (01:50:00)
- Bill Vink made comments (01:53:00)
- Jeff Dickerson made comments (01:54:18)
- Mike Riley made comments (01:55:02)
- Schwarz made a motion to approve Action Item E. Hoglund seconded.
 - Motion failed 0-4. All opposed.

F. DISCUSS/APPROVE/DENY - Process of Information and data gathering for/by Commissioners prior to formal decision making.

- Action Item F tabled until future meeting.

G. DISCUSS/APPROVE/DENY - Extension of Interim City Attorney contract to 12.15.16

- Schwarz made a motion to approve Action Item G. Friedman seconded.
 - All in favor, motion passed 4-0.

12. City Manager Comment (02:22:48)

13. City Commission Comments

- Schwarz made comments. (02:24:47)
- Hoglund made comments. (02:25:15)

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).

- Jay Kiefer made comments. (02:27:10)

15. Adjournment (8:55 PM)

Backup material for agenda item:

B. CONSENT Approve Bills and Claims

For doc #s from 30502 to 30613, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	361020 RECREATIONAL DEPT REVENUE 999999	JONES, SARAH	Refund Tot Gymnastic	30.00
1000 GENERAL	410360 CITY JUDGE	2608 STATE OF MONTANA - ITSD	33% Video Conferenci	109.29
1000 GENERAL	410530 AUDITING	3348 AMATICS CPA GROUP	Audit FY 16	2,500.00
1000 GENERAL	411030 PLANNER	162 CENTURYLINK	Planning dept.	81.42
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
1000 GENERAL	411030 PLANNER	3387 J & H, Inc.	Copier - monthly mai	11.31
1000 GENERAL	411030 PLANNER	879 VERIZON WIRELESS	Planning	13.29
1000 GENERAL	411100 CITY ATTORNEY	2823 WEST PAYMENT CENTER -	Charges - Oct.	275.56
1000 GENERAL	411100 CITY ATTORNEY	3529 KASTING,KAUFFMAN & MERSEN	Legal services	321.88
1000 GENERAL	411230 FACILITY MAINTENANCE	3042 ARTISTIC LANDSCAPING,LLC	37% Yard clean-up	172.79
1000 GENERAL	411230 FACILITY MAINTENANCE	3042 ARTISTIC LANDSCAPING,LLC	37% mow.trim	27.75
1000 GENERAL	411230 FACILITY MAINTENANCE	2276 BIG BEAR ELECTRIC, LLC	37% Heater - Dayligh	117.97
1000 GENERAL	411230 FACILITY MAINTENANCE	131 CITY OF LIVINGSTON	37% City	420.28
1000 GENERAL	411230 FACILITY MAINTENANCE	131 CITY OF LIVINGSTON	Utility bill @110 So	46.16
1000 GENERAL	411230 FACILITY MAINTENANCE	131 CITY OF LIVINGSTON	Irrigation @110 Sout	56.18
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	21.94
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Faciility	8.22
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Faciility	1,973.50
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	101 Star Road	53.88
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	110 S. B St	123.72
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	112 S. B St.	93.99
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	162 CENTURYLINK	110 South B	370.94
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E. Callender	3,118.80
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	110 So. B Str. Inter	885.97
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	Internet @ PW	890.97
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	879 VERIZON WIRELESS	Central	101.49
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	879 VERIZON WIRELESS	Central	63.59
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	Canon Copier lease	275.29
1000 GENERAL	411700 CENTRAL STORES	590 QBS SAFEGUARD	W-2 & 1099 forms w/e	96.19
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	DIESEL FUEL 401 gal	816.79
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	DIESEL FUEL 262 gal	525.62
1000 GENERAL	420100 OPERATING ACCOUNT	3371 BALCO UNIFORM COMPANY,	Uniforms-Hughes	65.90
1000 GENERAL	420100 OPERATING ACCOUNT	3371 BALCO UNIFORM COMPANY,	Uniforms - Johnson	210.00
1000 GENERAL	420100 OPERATING ACCOUNT	3371 BALCO UNIFORM COMPANY,	Ballistic Vest - Hug	711.54
1000 GENERAL	420100 OPERATING ACCOUNT	3371 BALCO UNIFORM COMPANY,	Sgt Stripes	31.26
1000 GENERAL	420100 OPERATING ACCOUNT	1687 HANSER'S AUTOMOTIVE &	Stolen Motorcycle to	90.00
1000 GENERAL	420100 OPERATING ACCOUNT	879 VERIZON WIRELESS	October Air Cards -d	1,033.32
1000 GENERAL	420100 OPERATING ACCOUNT	402 ALPINE ELECTRONICS RADIO	Batteries	23.97
1000 GENERAL	420400 OPERATING ACCOUNTS	3655 MASIMO AMERICAS, INC.	CO2 Monitor	1,000.00
1000 GENERAL	420400 OPERATING ACCOUNTS	3 BIG SKY FIRE	Turnout nametags	69.41
1000 GENERAL	420400 OPERATING ACCOUNTS	151 NORTHWESTERN ENERGY	330 Bennett - Fire	57.59
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire	0.00
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire	0.00
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire	42.52
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire Chief	0.00
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire & Recuse	42.52
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire & Recuse	42.54
1000 GENERAL	420400 OPERATING ACCOUNTS	879 VERIZON WIRELESS	Fire & Recuse	42.54
1000 GENERAL	420403 BUILDING INSPECTION	162 CENTURYLINK	Buidling Dept	159.13
1000 GENERAL	420403 BUILDING INSPECTION	879 VERIZON WIRELESS	Code Enforcement	22.95

11/30/16
12:16:37

CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 12/16

Page: 2
Report ID: AP100Z

For doc #s from 30502 to 30613, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	420403 BUILDING INSPECTION	879 VERIZON WIRELESS	Building dept	13.23
1000 GENERAL	420403 BUILDING INSPECTION	879 VERIZON WIRELESS	Building dept	0.00
1000 GENERAL	430950 ROAMING OPERATING	162 CENTURYLINK	Park Dept.	103.39
1000 GENERAL	430950 ROAMING OPERATING	22 ALL SERVICE TIRE &	Rep. and vehicles	30.00
1000 GENERAL	430950 ROAMING OPERATING	3271 MAYO, JIM	Reimburse CDL Physic	100.00
1000 GENERAL	430950 ROAMING OPERATING	131 CITY OF LIVINGSTON	Park's garbage	304.58
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Cemetary Road Shop -	32.71
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	422 S G Street	171.80
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	227 River Dr. Conces	44.66
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 River Dr. PMP	0.10
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	227 River Dr. Softba	9.40
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	815 N 13th - soccer	1.61
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Weimer Park	66.62
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	229 River Dr.	9.23
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	Mike Webb Park	14.70
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 River Dr.	8.39
1000 GENERAL	430950 ROAMING OPERATING	3390 TD&H ENGINEERING, INC	020 ASBESTOS REVIEW	712.20
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Cemtery	13.21
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Roaming crew - Jones	0.00
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Roaming	55.95
1000 GENERAL	430950 ROAMING OPERATING	879 VERIZON WIRELESS	Parks	22.97
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	879 VERIZON WIRELESS	Animal Control	64.42
1000 GENERAL	460430 PARKS OPERATING	2788 CLARKE'S CUSTOM IRON	Memorial benches	1,580.00
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Warming hut	87.82
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Tools	17.98
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Civic Center	19.98
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Park benches	25.97
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Riverside park	76.07
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Splash park	56.94
1000 GENERAL	460430 PARKS OPERATING	2001 KARNATZ TREE SERVICE	Stump grinding	740.00
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Shop Supplies	31.75
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Toilets	9.99
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE	- Shop supplies	24.04
1000 GENERAL	460442 CIVIC CENTER ADMIN	1747 CANON FINANCIAL SERVICES,	Canon lease	76.10
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	776 KENYON NOBLE	Splash Park	9.31
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	78 MONTANA DEPT OF HEALTH &	Splash park	75.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	78 MONTANA DEPT OF HEALTH &	Pool	200.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Splash Park	96.41
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Splash Park	15.00
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Splash Park	11.31
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE	- Splash Park	36.97
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Ace Hardware long st	4.99
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Fire Pit for Rec Dep	20.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Board Games Liv Clas	30.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3586 TARR, MARGARET	Reimburse popcorn su	77.51
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3586 TARR, MARGARET	Fabric - PIR Camp	21.09
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	999999 BIG BROTHERS/SISTER OF	donation - Fun Faire	50.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	999999 LIVINGSTON EDUCATION	donation - Fun Faire	50.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	999999 LITTLE KINDERS	donation - Fun Faire	50.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	999999 CHICKADEE MONTESSORI	donation - Fun Faire	50.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	999999 LINKS FOR LEARNING	donation - Fun Faire	50.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	999999 R.I.S.E.	donation - Fun Faire	50.00

11/30/16
12:16:37

CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 12/16

Page: 3
Report ID: AP100Z

For doc #s from 30502 to 30613, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	999999 FRONT STREET SCHOOL	donation - Fun Faire	50.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	999999 LITTLE EINSTEINS DAY CARE	donation - Fun Faire	50.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	162 CENTURYLINK	Civic Center	98.94
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	Rec. dept	106.88
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	Rec. dept	0.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	ATS	38.96
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	ATS	63.36
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	ATS	50.98
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	879 VERIZON WIRELESS	City Pool	0.00
Total for Fund:				23,216.44
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	879 VERIZON WIRELESS	Dispatch	23.26
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3466 KIRK MICHAELS ARCHITECT,	Dispatch Remodel Pro	42,139.46
Total for Fund:				42,162.72
2310 TAX INCREMENT DISTRICT -	470300 ECONOMIC DEVELOPMENT	3390 TD&H ENGINEERING, INC	Vault Infill Design	7,090.89
Total for Fund:				7,090.89
2399 IMPACT FEES	420100 OPERATING ACCOUNT	3156 G.W., INC.	Patrol Rifle Flashli	840.00
2399 IMPACT FEES	430240 STREET DEPARTMENT	2268 BIG BEAR CONTRACTING, LLC	ADA Sidwalk ramps	2,715.00
2399 IMPACT FEES	430240 STREET DEPARTMENT	3390 TD&H ENGINEERING, INC	027 STORM WATER STUD	1,349.75
Total for Fund:				4,904.75
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	I90 & 89S STREET LIG	7.55
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	97 VIEW VISTA DR.	19.50
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	600 W PARK	81.41
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	412 W CALLENDER	94.90
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	C & D ON LEWIS	32.90
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	1100 W GEYSER SCHOOL	10.76
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	900 W GEYSER SCHOOL	10.65
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	132 S B	176.19
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	E STREET AND ALLEY	58.76
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	18 W PARK	102.17
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	F & G ON CALLENDER	50.41
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	D AND E ON CALLENDER	74.43
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	M AND N ON CALLENDER	77.34
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	CHOOOL FLASHER PARK A	8.37
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 7TH, MONTANA & CH	58.96
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 2ND, MONTANA & CHI	89.65
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	GLENN ADDITION	109.93
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	105 WEST PARK	46.81
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 NORTH MAIN	18.12
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	114 W SUMMIT	34.27
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	202 S 2ND	27.90
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	ARCS AND POSTS	565.03
2400 LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 ALPENGLOW LN	39.53

For doc #s from 30502 to 30613, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
Total for Fund:				1,795.54	
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3658 MONTANA INFRASTRUCTURE	Reg. fees and consul	166.66
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	131 CITY OF LIVINGSTON	Street shop	50.78
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	151 NORTHWESTERN ENERGY	City Shop 406 bennet	245.46
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	162 CENTURYLINK	City Shop 50%	30.64
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3390 TD&H ENGINEERING, INC	020 GENERAL STREETS	1,436.60
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	879 VERIZON WIRELESS	Street	13.52
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	879 VERIZON WIRELESS	Street	66.36
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	22 ALL SERVICE TIRE &	Rep. and vehicles	120.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	22 ALL SERVICE TIRE &	Rep. and vehicles	105.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3293 BLACKFOOT COMMUNICATIONS	Internet	49.99
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	Rep. and maint. vehi	2.38
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3387 J & H, Inc.	Copier - monthly mai	11.31
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2971 KM CONSTRUCTION CO, INC.	Asphalt	15,900.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	2971 KM CONSTRUCTION CO, INC.	Labor & equip.	19,600.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Rep. and maint. supp	29.97
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Rep. and maint. supp	10.57
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Rep. and maint. vehi	11.98
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Rep. and maint. supp	5.99
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Scraper	18.99
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3040 PRO RENTALS & SALES, INC.	REP. AND MAINT. VEHI	111.84
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3040 PRO RENTALS & SALES, INC.	REP. AND MAINT. VEHI	17.10
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3040 PRO RENTALS & SALES, INC.	REP. AND MAINT. VEHI	9.95
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	3659 RIVERSIDE HARDWARE LLC	rep. and maint. stre	29.99
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	492 SELBY'S	REP. AND MAINT. SUPP	48.81
Total for Fund:				38,102.44	
2820	GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	Gravel	1,199.40
2820	GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	Flow fill	200.00
2820	GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	Flow fill	680.00
2820	GAS TAX	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Paint and heat tape	5.98
Total for Fund:				2,085.38	
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	3574 HD Supply Waterworks, LTD	Booster station	20,627.28
3200	WEST END TAX INCREMENT	490200 REVENUE BONDS	3390 TD&H ENGINEERING, INC	026 BOOSTER STATION	1,067.45
Total for Fund:				21,694.73	
4100	FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	3655 MASIMO AMERICAS, INC.	CO2 monitor	2,825.01
Total for Fund:				2,825.01	
5210	WATER OPERATING	430510 WATER ADMINISTRATION	3658 MONTANA INFRASTRUCTURE	Reg. fees and consul	166.67
5210	WATER OPERATING	430515 WATER SERVICES	23 CARQUEST AUTO PARTS	Rep. and maint. supp	14.24
5210	WATER OPERATING	430515 WATER SERVICES	100 HACH COMPANY	Chlorine tester	473.67
5210	WATER OPERATING	430515 WATER SERVICES	3574 HD Supply Waterworks, LTD	Rep. and maint. supp	1,445.20
5210	WATER OPERATING	430515 WATER SERVICES	3574 HD Supply Waterworks, LTD	Rep. and maint. supp	68.60

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5210 WATER OPERATING	430515 WATER SERVICES	3387 J & H, Inc.	Copier - monthly mai	11.31
5210 WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE	Rep. and maint.	14.99
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	40 WATER TOWER AVE.	94.80
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	132 S B - B ST WELL	1,270.78
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	200 E RESERVOIR	257.48
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	56 WATER TOWER	82.80
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	D & GEYSER WELL HOUS	1,417.48
5210 WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	WERNER ADDITION PUMP	188.71
5210 WATER OPERATING	430515 WATER SERVICES	1814 SPECIAL LUBE	OIL CHANGE	44.00
5210 WATER OPERATING	430515 WATER SERVICES	1814 SPECIAL LUBE	REP. AND MAINT. VEHI	40.00
5210 WATER OPERATING	430515 WATER SERVICES	3390 TD&H ENGINEERING, INC	025 BROOKSTONE SUB.	643.13
5210 WATER OPERATING	430515 WATER SERVICES	3390 TD&H ENGINEERING, INC	020 GENERAL WATER	1,023.55
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell	22.97
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell	44.43
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell	11.43
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water Cell 1/2	28.48
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water 1/2	0.00
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Water 1/2	46.67
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Public works eng	65.22
5210 WATER OPERATING	430515 WATER SERVICES	879 VERIZON WIRELESS	Cain	42.52
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	162 CENTURYLINK	Utility Billing	60.84
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	22 ALL SERVICE TIRE &	Backhoe tires	3,040.00
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	102 INDUSTRIAL TOWEL	Mat cleaning	8.56
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	1390 KEN'S EQUIPMENT REPAIR,	Backhoe tire chains	790.00
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	131 CITY OF LIVINGSTON	Utilitiy shop/water	123.52
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	151 NORTHWESTERN ENERGY	330 Bennett 1/3	237.44
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3390 TD&H ENGINEERING, INC	080 HYDRO GEOLOGIC S	368.50
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	Online Montly Mainte	23.33
Total for Fund:				12,171.32
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	3658 MONTANA INFRASTRUCTURE	Reg. fees and consul	166.67
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	112 MONTANA RAIL LINK	Lease for MRL	468.00
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	025 BROOKSTONE SUB.	643.12
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	023 OCTAGON REVIEW	685.50
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	020 GENERAL SEWER	1,023.55
5310 SEWER OPERATING	430620 FACILITIES	102 INDUSTRIAL TOWEL	Mat cleaning	8.56
5310 SEWER OPERATING	430620 FACILITIES	131 CITY OF LIVINGSTON	Utilitiy shop/water	128.52
5310 SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	City Shop 12%	7.35
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Water Cell	24.86
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer Cell 1/2	28.47
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer Cell	29.28
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer Cell	12.17
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer 1/2	0.00
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	Sewer 1/2	46.67
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	WWTP	39.61
5310 SEWER OPERATING	430620 FACILITIES	879 VERIZON WIRELESS	WWTP - pager	22.95
5310 SEWER OPERATING	430625 SEWER SERVICES	3574 HD Supply Waterworks, LTD	Rep. and maint. supp	198.24
5310 SEWER OPERATING	430625 SEWER SERVICES	3387 J & H, Inc.	Copier - monthly mai	11.31
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	800 W Cambridge - PM	54.32
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	3 ROGERS LANE LIFT S	26.60
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	200 E RESERVOIR - MA	24.60

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5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	900 RIVER DR. PMP	90.85
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	1011 RIVER DR. EDGE	21.23
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	MONROE LIFT STATION	378.74
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	9TH & 10TH LIFT STA	27.56
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	2800 E PARK LIFT STA	123.46
5310 SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	320 ALPENGLOW LIFT S	65.56
5310 SEWER OPERATING	430625 SEWER SERVICES	626 UTILITIES SPECIALTIES,	REP. AND MAINT. SUPP	76.62
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	162 CENTURYLINK	Sewer Dept.	176.41
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3293 BLACKFOOT COMMUNICATIONS	Internet	50.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Nutrient tests	102.00
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	38.80
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3210 LIVINGSTON LOCKS & CLOCKS	Repair/replace locks	1,169.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3605 ADVANCED ENGINEERING &	WRF Upgrade	66,715.99
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	84 A & I DISTRIBUTORS	Bal owed invoice -	10.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	131 CITY OF LIVINGSTON	Sewer plant	381.85
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	151 NORTHWESTERN ENERGY	WWTP 316 Bennett	203.50
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3144 POLYDYNE INC.	4 DRUMS OF POLYMER	2,160.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	258 QUALITY CONTROL SERVICES,	CALIBRATE LAB EQUIP.	855.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	957 RESPOND SYSTEMS	FIRST AID SUPPLIES	123.87
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	Online Montly Mainte	23.33
5310 SEWER OPERATING	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennett 1/3	237.44
Total for Fund:				76,705.46
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Utility Billing	60.84
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Scale house	92.00
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Utility Billing	60.85
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
5410 SOLID WASTE	430820 FACILITIES	3387 J & H, Inc.	Copier - monthly mai	11.31
5410 SOLID WASTE	430820 FACILITIES	131 CITY OF LIVINGSTON	Street shop	50.78
5410 SOLID WASTE	430820 FACILITIES	131 CITY OF LIVINGSTON	Utilitiy shop/water	52.93
5410 SOLID WASTE	430820 FACILITIES	131 CITY OF LIVINGSTON	Scale house	30.03
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	City Shop 406 bennet	245.47
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	Scale house 408 benn	48.11
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	Transfer station 408	80.50
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennett 1/3	237.45
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennet Compactor	14.52
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	City Shop 38%	23.29
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Solid Waste truck	0.00
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Solid Waste truck	13.21
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Transfer Station	16.94
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Scale House	22.95
5410 SOLID WASTE	430820 FACILITIES	879 VERIZON WIRELESS	Transfer station - V	49.62
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	22 ALL SERVICE TIRE &	Rep. and vehicles	15.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	22 ALL SERVICE TIRE &	Flat tire	45.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	54 GATEWAY OFFICE SUPPLY	Can markers	10.23
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Rep. and maint. vehi	225.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Rep. and maint. vehi	102.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Rep. and maint. vehi	2,158.20
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Rep. and maint. vehi	301.30
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Rep. and maint. supp	162.00

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5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Rep. and maint. vehi	412.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	26 LIVINGSTON ACE HARDWARE -	Rep. and maint. supp	25.89
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	26 LIVINGSTON ACE HARDWARE -	Rep. and maint. supp	66.37
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3491 COFFMAN'S PEAK ELECTRIC,	Wiring and conduit	920.97
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	26 LIVINGSTON ACE HARDWARE -	Parts for baracade	46.56
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3040 PRO RENTALS & SALES, INC.	EQUIPMENT RENTAL	810.90
5410 SOLID WASTE	430835 CAPITAL OUTLAY	3219 GALLATIN SCALES INC	Fix scales	3,322.20
5410 SOLID WASTE	430835 CAPITAL OUTLAY	10 MOBILE REPAIR & WELDING,	Replace iron on slop	8,664.00
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	Online Montly Mainte	23.34
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3293 BLACKFOOT COMMUNICATIONS	Internet	49.99
Total for Fund:				18,480.30
5510 AMBULANCE SERVICES	122001 CITY - AMBULANCE ACCTS	999999 THORPE, ELIZABETH	Refund Ambulance ove	15.00
5510 AMBULANCE SERVICES	122001 CITY - AMBULANCE ACCTS	999999 MCLEAN, WILLIAM	Refund Ambulance ove	655.26
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2595 TOWN & COUNTRY FOODS -	Station supplies	23.10
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2595 TOWN & COUNTRY FOODS -	Station supplies	7.33
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	1390 KEN'S EQUIPMENT REPAIR,	Medic 1 oil change &	425.75
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	Patient supplies	42.05
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	14 SHOPKO STORES, LLC	Station supplies	34.98
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	18 TIRE-RAMA LIVINGSTON	Wheel Alignment M2	60.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	18 TIRE-RAMA LIVINGSTON	Wheel Alignment M1	60.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	54 GATEWAY OFFICE SUPPLY	Office supplies	13.75
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	311.36
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	0.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	0.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	0.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	EMS	0.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	879 VERIZON WIRELESS	Medic 2	0.00
Total for Fund:				1,648.58
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1550 MALCOTT, EILEEN	Flex Account	170.04
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	958 HARRINGTON, KEVIN	Flex account	211.07
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1550 MALCOTT, EILEEN	Flex account	229.97
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1932 PAYOVICH, PAM	Flex account	85.69
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1901 HARRIS, JOSEPH E.	Flex account	297.00
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2751 EDMISTON, KATHRYN	Flex account	95.63
Total for Fund:				1,089.40
Total:				253,972.96

Backup material for agenda item:

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

City of Livingston
Application for Appointed Office

(Revised 3/17/03)

Appointed Position Seeking: City Planning Board

Date of Application: 10/14/2016

Name: Jim Baerg

Signed: 

Address: 223 S. 5th St

Telephone: daytime 406-220-1498

after 5:00 p.m.: same or 222-0140

Fax Number: _____

e-mail address: jibaerg@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 this town and think I have

the talents and experience to help. Nearing retirement, so I have more time to contribute.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:
 - A. Occupation: Architect/builder specializing in energy efficiency
 - B. Education: MArch, University of Washington
 - C. Experience: Design and construction since the mid 1970's primarily in the Gallatin

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? _____
NORTHERN ROCKIES RC&D 2010-2011 SEE RESUME

7. Are you currently serving on any Community Boards? No
 - A. If yes, please describe those boards. _____
8. Current Employer? Self employed, Montana Energy+Design
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, I'm not involved in any projects with zoning issues.
12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Announce my conflict of interest, offer any relevant factual information if warranted

and requested and then withdraw for voting.

13. Provide proof of ownership of property with the district. ATTACHED -
- 0/20 - 501 N. C. ST.

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

Montana Energy + Design

Smart Houses - Beautiful Homes

Resume:

Jim Baerg, dba Montana Energy+Design

Fall 2016

CURRENT ACTIVITIES:

- Sustainable Residential House design
- Energy Audits & Sustainable Consulting Services
- Research and writing on Sustainable issues.
- Expert testimony on Energy Issues, Montana Legislature, PSC, various boards

AREAS OF INTEREST:

- Sustainable building techniques for the Northern Rockies climate with an emphasis on build-ability & energy performance verification.
- Architecture as experiential, natural and social space.
- Sustainability as public policy: Governmental incentives & regulation, Development patterns, Energy issues and Material evaluation.

EDUCATION:

- M.Arch, Dec. 2002. University of Washington, Seattle, WA.
 - Design Thesis: Performance Arts Facility at Fort Worden State Park.
 - ALPHA RHO CHI MEDAL for leadership, service, and promise of professional merit.
 - Studio & classwork with leading Seattle Architects.
- MA in History, 1997. University of Washington, Seattle, WA.
 - Emphasis on European Intellectual History, Social History of Ideas, and the relationship between ideas and the built environment.
- BA in History and Germanics, 1994. MSU, Bozeman, MT.
 - Honors Thesis on German housing and Berlin city planning.
 - Research on German transportation infrastructure.

DESIGN & ARCHITECTURAL EXPERIENCE:

- August 2008 to Present: Principal, Montana Energy + Design, Livingston.
- February 2007-July 2008, Architect in training, Van Bryan Studio Architects, Bozeman.
- June 2003 – June 2006, Intern Architect, Balance Associates, Seattle
- April-May 2003, Facade Study of Historic School, Cardwell Architects, Seattle
- Winter, 2002, GSA for UW Dept of Architecture, in "Buildings in the Landscape,"
- 1976-1992. Energy Efficient Residential Design, Bozeman, MT.

TECHNICAL EXPERIENCE:

- Building Science related to energy, moisture and construction methods
- Day-lighting studies of Seattle Elementary Schools at Lighting Design Lab.
- Energy analysis and computer modeling of energy use.

CONSTRUCTION & BUILDING INDUSTRY EXPERIENCE:

- Building Scientist, MT Weatherization Training Center, 2011-2014
- 2008-2009. Research, analysis & technical reports on Energy in Buildings
- 1997-1999. Lead finish carpenter & (occasional) Job Supt. for remodeling projects up to \$5mil., Schultz-Miller Construction, Seattle, WA.
- 1976-1992. Owner of design/build firm, Baerg & Sun Construction Co. Bozeman, MT. Residential Construction, Energy Efficient design, Historic Restoration
- Board member, Chair of SW Montana Homebuilders Association, Bozeman,

COMMUNITY, POLICY AND ADMINISTRATIVE EXPERIENCE:

- Board of Directors, Chair of the Energy Task Force, AERO, October, 2009 to Present
- Board of Directors, Northern Rockies RC&D, 2010-2011
- Lead Author, 2009 Montana Building Code Project.
- Organized conferences on Agriculture, RE & Computers in the Const. Industry
- Board of Directors, Chair of SW Montana Homebuilders Assn. 1985-1992
- Founding member, Bozeman Community Food Coop.

BAERG JAMES L &

Real Estate for Tax Year 2015

000 **22** 10

MARKET VALUE: 266,100		MILL LEVY: 710.033		TAXABLE VALUE: 92	
LAND DESCRIPTION	FUND DESCRIPTION	1ST HALF	2ND HALF	TOTAL DUE	
(1) 49-0802-13-3-06-21-0000 LOT: 20 BLOCK: 92 SCT: 13 TWN: 02 S RNG: 09 E LIVINGSTON ORIGINAL TOWNSITE LIVINGSTON ORIGINAL TOWNSITE, S13, T02 S, R09 E, BLOCK 92, Lot 20 - 21 223 DELINQUENT TAXES P&I figured to: 12/01/2015	2000 GOB Fire Tk	4.94	4.94	9.88	
	AIRPORT	1.53	1.53	3.06	
	AMBULANCE COUNTY	8.49	8.49	16.98	
	ANGELINE	3.87	3.87	7.74	
	BRIDGE	10.78	10.78	21.56	
	COMP INS	12.48	12.48	24.96	
	COUNTY GENERAL	51.09	51.09	102.18	
	DISTRICT COURT	5.75	5.75	11.50	
	FAIR	4.31	4.31	8.62	
	LIBRARY	9.52	9.52	19.04	
	LIV. H/S BOND HS2010A	41.00	41.00	82.00	
	LIV. H/S BOND HS2010B	19.09	19.09	38.18	
	LIVINGSTON CITY	400.78	400.78	801.56	
	LIVINGSTON ELEM	230.53	230.53	461.06	
	LIVINGSTON HIGH SCH	113.11	113.11	226.22	
	MOSQUITO CONTROL	1.40	1.40	2.80	
	MUSEUM	4.13	4.13	8.26	
	PERMISS MEDICAL	26.01	26.01	52.02	
	RETIRE ELEM	48.74	48.74	97.48	
	RETIRE H/S	26.92	26.92	53.84	
	SEARCH & RESCUE	1.80	1.80	3.60	
	SHERIFF	60.17	60.17	120.34	
	STATE ELEM	59.27	59.27	118.54	
	STATE EQUALIZATION	71.84	71.84	143.68	
	STATE H/S	39.51	39.51	79.02	
STATE TRANSPRT	4.51	4.51	9.02		
UNIVERSITY	10.78	10.78	21.56		
WEED CONTROL	2.87	2.87	5.74		
Liv Lights Maint	12.88	12.88	25.76		
Liv St - Improv Lot	90.65	90.65	181.30		
		1,378.75	1,378.75	2,757.50	
NO SECOND HALF NOTICE WILL BE SENT. YOUR CHECK IS YOUR RECEIPT. STUBS (BELOW) MUST ACCOMPANY PAYMENT. FOR A COPY OF YOUR TAX RECEIPT INCLUDE A SELF ADDRESSED STAMPED ENVELOPE.		PAY ▶		DUE 11/30/2015	DUE 05/31/2016 OR PAY TOTAL

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

THIS IS A BREAKDOWN OF WHERE YOUR GENERAL TAX DOLLARS GO.	STATE	COUNTY	SCHOOL	CITY	OTHER
	21.56	399.86	1,309.04	1,018.50	8.54

Tax Year 2015

Tax Year 2015

1st

2nd

BAERG JAMES L &
DESNICK LAUREL H
223 S 5TH ST
LIVINGSTON MT 59047-3020

BAERG JAMES L &
DESNICK LAUREL H
223 S 5TH ST
LIVINGSTON MT 59047-3020

1ST HALF	TOTAL DUE
1,378.75	2,757.50
DUE 11/30/2015	0000010710

2ND HALF	TOTAL DUE
1,378.75	2,757.50
DUE 05/31/2016	0000010710

Ph. (406) 222-4121
or (406) 222-4119

COUNTY OF PARK - STATE OF MONTANA

TAXPAYER NO.

414 E. Callender St., Livingston, MT 59047

DESNICK LAUREL H &

Real Estate for Tax Year 2015

000 **23** 50

MARKET VALUE: 130,100 MILL LEVY: 710.033 TAXABLE VALUE: 56

LAND DESCRIPTION	FUND DESCRIPTION	1ST HALF	2ND HALF	TOTAL DUE
(1) 49-0802-13-3-02-07-0000	2000 GOB Fire Tk	2.41	2.41	4.82
LOT: BLOCK: 114	AIRPORT	0.75	0.75	1.50
SCT: 13 TWN: 02 S RNG: 09 E	AMBULANCE COUNTY	4.15	4.15	8.30
LIVINGSTON ORIGINAL TOWNSITE	ANGELINE	1.89	1.89	3.78
LIVINGSTON ORIGINAL TOWNSITE,	BRIDGE	5.27	5.27	10.54
S13, T02 S, R09 E, BLOCK 114, S5'	COMP INS	6.10	6.10	12.20
E88' LOT 5, E82' LOT 6, ALL LOT	COUNTY GENERAL	24.98	24.98	49.96
7	DISTRICT COURT	2.81	2.81	5.62
	FAIR	2.11	2.11	4.22
	LIBRARY	4.65	4.65	9.30
	LIV. H/S BOND HS2010A	20.05	20.05	40.10
	LIV. H/S BOND HS2010B	9.33	9.33	18.66
	LIVINGSTON CITY	195.92	195.92	391.84
	LIVINGSTON ELEM	112.70	112.70	225.40
	LIVINGSTON HIGH SCH	55.30	55.30	110.60
	MOSQUITO CONTROL	0.69	0.69	1.38
	MUSEUM	2.02	2.02	4.04
	PERMISS MEDICAL	12.71	12.71	25.42
	RETIRE ELEM	23.83	23.83	47.66
	RETIRE H/S	13.16	13.16	26.32
	SEARCH & RESCUE	0.88	0.88	1.76
	SHERIFF	29.41	29.41	58.82
	STATE ELEM	28.97	28.97	57.94
	STATE EQUALIZATION	35.12	35.12	70.24
	STATE H/S	19.32	19.32	38.64
	STATE TRANSPRT	2.20	2.20	4.40
	UNIVERSITY	5.27	5.27	10.54
	WEED CONTROL	1.41	1.41	2.82
	Liv Lights Maint	11.02	11.02	22.04
	Liv St - Improv Lot	77.57	77.57	155.14

312/314

DELINQUENT TAXES

P&I figured to: 12/01/2015

NO SECOND HALF NOTICE WILL BE SENT. YOUR CHECK IS YOUR RECEIPT. STUBS (BELOW) MUST ACCOMPANY PAYMENT. FOR A COPY OF YOUR TAX RECEIPT INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE.	PAY ▶	712.00	712.00	1,424.00
		DUE 11/30/2015	DUE 05/31/2016	OR PAY TOTAL

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

THIS IS A BREAKDOWN OF WHERE YOUR GENERAL TAX DOLLARS GO	STATE	COUNTY	SCHOOL	CITY	OTHER
	10.54	195.46	639.96	573.84	4.20

BAERG JAMES L &		Real Estate for Tax Year 2015			000 40	
MARKET VALUE:		137,500	MILL LEVY: 710.033	TAXABLE VALUE:	24 56	
LAND DESCRIPTION	FUND DESCRIPTION	1ST HALF	2ND HALF	TOTAL DUE		
(1) 49-0802-13-3-02-06-0000 LOT: BLOCK: 114 SCT: 13 TWN: 02 S RNG: 09 E LIVINGSTON ORIGINAL TOWNSITE LIVINGSTON ORIGINAL TOWNSITE, S13, T02 S, R09 E, BLOCK 114, W58' & N20' E82' LOT 5, W58' LOT 6 312 1/2 DELINQUENT TAXES	2000 GOB Fire Tk	2.55	2.55	5.10		
	AIRPORT	0.79	0.79	1.58		
	AMBULANCE COUNTY	4.39	4.39	8.78		
	ANGELINE	2.00	2.00	4.00		
	BRIDGE	5.57	5.57	11.14		
	COMP INS	6.45	6.45	12.90		
	COUNTY GENERAL	26.40	26.40	52.80		
	DISTRICT COURT	2.97	2.97	5.94		
	FAIR	2.23	2.23	4.46		
	LIBRARY	4.92	4.92	9.84		
	LIV. H/S BOND HS2010A	21.19	21.19	42.38		
	LIV. H/S BOND HS2010B	9.86	9.86	19.72		
	LIVINGSTON CITY	207.07	207.07	414.14		
	LIVINGSTON ELEM	119.11	119.11	238.22		
	LIVINGSTON HIGH SCH	58.45	58.45	116.90		
	MOSQUITO CONTROL	0.72	0.72	1.44		
	MUSEUM	2.13	2.13	4.26		
	PERMISS MEDICAL	13.44	13.44	26.88		
	RETIRE ELEM	25.19	25.19	50.38		
	RETIRE H/S	13.91	13.91	27.82		
	SEARCH & RESCUE	0.93	0.93	1.86		
	SHERIFF	31.09	31.09	62.18		
	STATE ELEM	30.62	30.62	61.24		
	STATE EQUALIZATION	37.12	37.12	74.24		
	STATE H/S	20.42	20.42	40.84		
	STATE TRANSPRT	2.33	2.33	4.66		
	UNIVERSITY	5.57	5.57	11.14		
	WEED CONTROL	1.49	1.49	2.98		
	Liv Lights Maint	8.36	8.35	16.71		
	Liv St - Improv Lot	58.80	58.79	117.59		
	P&I figured to: 12/01/2015					
	NO SECOND HALF NOTICE WILL BE SENT. YOUR CHECK IS YOUR RECEIPT. STUBS (BELOW) MUST ACCOMPANY PAYMENT. FOR A COPY OF YOUR TAX RECEIPT INCLUDE A SELF ADDRESSED STAMPED ENVELOPE.		PAY ▶		726.07	726.05
			DUE 11/30/2015	DUE 05/31/2016	OR PAY TOTAL 1,452.12	

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

THIS IS A BREAKDOWN OF WHERE YOUR GENERAL TAX DOLLARS GO	STATE	COUNTY	SCHOOL	CITY	OTHER
	44.44	206.62	676.10	553.54	4.42

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

Appointed Position Seeking: Planning Board

Date of Application: 10/11/16

Name: Warren Mabie

Signed: Warren Mabie

Address: 310 S H ST

Telephone: daytime 222-2717

after 5:00 p.m.: Same

Fax Number: N/A

e-mail address: wmabie@yahoo.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: Wish to contribute to the positive growth of Livingston.

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

A. Occupation: Commercial building owner

B. Education: BA Hofstra U.

C. Experience: Printing company owner, 36 years. U.S. Army, 2 years active, 8 years active reserves.

(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? Self employed

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes

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

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Would make conflict known and recuse myself.

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

Appointed Position Seeking: City Planning Board

Date of Application: 10/7/2016

Name: Charlie Ebnank

Signed: 

Address: PO Box 883, Livingston

Telephone: daytime 406 223 3661

after 5:00 p.m.: None

Fax Number: _____

e-mail address: charlie@ebnankland.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: As a resident of Livingston I have seen the growth that has occurred in the past few years and would like to be a part of the decision making process to keep Livingston a viable community and great place to live.

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

A. Occupation: Landman, Real Estate Agent & Property Manager

B. Education: See resume.

C. Experience: see resume and also I have been in Real estate sales for the past year in Park county and also the owner of a property management business for the same amount of time.

(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? Ebnank Land & Energy, LLC - Small Dog Realty

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? In a professional and fair manner.

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

eubank

LAND & ENERGY, LLC

Charlie Eubank *Registered Landman*
 PO Box 883 | Livingston, MT 59047
 p: 406.223.3661 | e: charlie@eubanklandenergy.com

Oil & Gas Leasing | Leasehold
 Mineral & Surface Ownerships | Mapping

OBJECTIVE

To advance my career in the energy industry by utilizing the land skills and expertise I possess as a foundation to propel my clients and my success to profitable energy asset acquisitions.

EDUCATION

Bachelor of Arts Degree, Photography • Montana State University, Bozeman, MT • December 2003
School of Business • University of Montana, Missoula, MT • Spring & Fall 2005
Photography & Marketing Study Abroad • Instituto Peruano de Publicidad, Lima, Peru • Fall 2002

WORK EXPERIENCE

Petroleum Landman • Contex Energy Company • Montana, Wyoming, North Dakota, Colorado • Oct. 2009 - Feb. 2015

Conducted drilling and division order title curative work, which involved title searches and contacting mineral owners and working interest owners to obtain documents such as: Stipulations of Interest and Cross Conveyances; Quitclaim Deeds; Oil and Gas Leases; Releases of Oil and Gas Leases; Amendments and Ratification of Oil and Gas Leases; and various Affidavits. Familiar with county indices, State Oil and Gas Regulatory Commissions, Bureau of Land Management records, Bureau of Indian Affairs' mineral records & other pertinent reliable resources to complete research efficiently & effectively.

Petroleum Landman • Lodgepole Land Services LLC • Bozeman, MT • April 2008 - March 2013

Purchase Oil and Gas Leases, perform patent to present mineral & surface title ownership research & analysis in southwestern Montana, documenting my findings in mineral ownership reports, digital maps & spreadsheets.

Petroleum Landman • James C. Karo Associates • California & Kansas • February 2010 - September 2012

Conducted leasehold checks, patent to present mineral title ownership research & analysis. Travelled to various counties to index title documents to complete analysis at my Livingston, Montana office. Documented the results in mineral ownership reports, ownership trees, digital maps & spreadsheets.

Petroleum Landman • Cypress Land Services • Cypress, TX • January - April 2012

Remotely identified mineral ownership, working interest ownership and non participating royalty interest ownership in the Permian Basin of Western Texas. The prospect area was all held by production with many horizontally segregated interests. Documented my findings in ownership reports.

Account Manager • AquilaVision Corporation • Missoula, MT • 2004 - 2006

Implemented the first working Active GPS monitoring solution for rural Montana corrections institutions designed to track nonviolent offenders. Worked with judges, sheriffs & parole officers to provide & service active GPS monitoring devices.

>>continued on next page

eubank

LAND & ENERGY, LLC

Charlie Eubank *Registered Landman*
 PO Box 883 | Livingston, MT 59047
 p: 406.223.3661 | e: charlie@eubanklandenergy.com

Oil & Gas Leasing | Leasehold
 Mineral & Surface Ownerships | Mapping

COMMUNITY SERVICE & INTERESTS

Notary Public • State of Montana • July 23, 2009 - Present
 Recognized by the State of Montana as a public notary.

Member • American Association of Professional Landmen, Active Member • May 2012 - Present
 • Montana Association of Professional Landmen, Billings, MT • December 2009 - Present
 • Wyoming Association of Professional Landmen, Casper, WY • July 2012 - Present
 • Rocky Mountain Elk Foundation Life Member • Missoula, MT • December 2010 - Present

Eagle Scout • Boy Scouts of America • Costa Rica & McCall, ID • 1995
 Organized & constructed a "buck & pole" fence around a Forest Service access parking lot to prevent disruption of nesting bald eagles near McCall, ID for my Eagle service project. Worked with Idaho Fish and Game & the U.S. Forest Service to complete project.

SKILLS

Languages English & Spanish

Software Microsoft Office® (Word™ • Excel™ • Outlook™ • PowerPoint™)
 Adobe Creative Suites® (Photoshop™ • Illustrator™ • InDesign™)
 Mac OS X & Windows Operating Systems
 Knowledgeable in some web programming such as HTML, XHTML & CSS

Mapping Rectangular Survey System (Township & Range), Meet and Bounds
 Knowledgeable in a variety of GPS devices & technologies

CONTINUING EDUCATION

AAPL Working Interest & Net Revenue Interest Calculation Workshop: April 25, 2013
Petroleum Education-Critical Title Issues: April 16, 2011
AAPL Fundamentals of Land Practices: February 21, 2011

REFERENCES

Contex Energy Company
 Heather Sondergaard
 621 17th Street, Suite 1020
 Denver, CO 80293
 p: 303.623-3444 ext. 3
 e: heather@ContexEnergy.com

James C. Karo Associates
 Fabrianna Venaducci
 1750 Lafayette Street
 Denver, CO 80218
 p: 303.279.0789
 e: fabrianna@jameskaro.com

Lodgepole Land Services, LLC
 Jeff & Melanie Harmon
 1763 Moffit Gulch Road
 Bozeman, MT 59715
 p: 406.586.3876
 e: jharmon@dishmail.net

RHL Petroleum Land Services
 Richard Hainkel
 566 Dennison Avenue
 Fort Collins, CO 80526
 p: 512.423.0026
 e: rhainkel@gmail.com

City of Livingston
Application for Appointed Office

(Revised 3/17/03)

Appointed Position Seeking: Planning Board

Date of Application: 9/11/06

Name: George Denton

Signed: George Denton

Address: 1300 Ansaroca Ct

Telephone: daytime 223-1368

after 5:00 p.m.: 223-1108

Fax Number: _____

e-mail address: dentonliv@yahoo.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: Yes

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

- A. Occupation: Civil Engineer, Surveyor Safety for State of CA
- B. Education: Yes
- C. Experience: Yes - tons

(please attach a detailed resume if desired) will do if requested

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

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

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? Resolve amicably

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

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

GEORGE DENTON
1300 Absaroca Court
Livingston, MT 59047
Phone: (406) 222-1108
Email: dentonliv@yahoo.com

OBJECTIVE:

Employment in Engineering Field

QUALIFICATIONS

Past 12 years as a General Contractor building new homes, remodeling homes and completing a Major Subdivision.

EDUCATION

Registered Professional Safety Engineer
State of California #1436

Civil Engineering, UCLA Extension
1962-1965

Civil Engineering, ICS
1957-1961

Civil Engineering, UN & MA, Los Cruces, NM
1955-1957

EMPLOYMENT

1996 -2007 **President and Owner** of Denton Enterprises Ltd.

Operated as a general contractor, constructing new homes & remodeling homes. Also completed several commercial projects, remodeling of a major motel and constructing a large apartment complex. Controlled all contracts and financing.

1994-1995 **Owner/Developer** of Mountain View Estates subdivision in Livingston.

Designed the 42 site subdivision and contracted with several contractors constructing all utilities, paved streets with curbs and gutters. Controlled all financing, filing, and contract work.

1989-1981 **Corporate Safety Director** for Torno America Inc.

Wrote and established corporate safety program and procedures. Also worked in the field as Safety Engineer on the Roosevelt Dam and Lake Tap Project. Wrote and implemented the Project Safety Manual. Also was the assistant project engineer.

- 1985-1989 **Consulting Engineer** *Self Employed*
Consulted in the Safety and Land Development on various large construction projects for contractors and attorneys.
- 1988-1989 **Project Engineer** for Capital Christian Center
Designed and constructed a large Christian Camp, which included, multiple buildings, all utilities, roads, camping and RV sites, two small reservoirs, and established property boundaries.
- 1984-1988 **Senior Safety Engineer** for the State of California Dept. Industrial Relations Administrator for the origination and implementation of the Mine Safety Training Grant Program, which included the supervision of employees, budgeting, and complete program development and operation.
- 1969-1984 **Associate Safety Engineer** for State of California Dept. Industrial Relations Responsible within assigned geographical area on major construction projects and mines for safety compliance and consulting.
- 1966-1969 **Field Supervisor** for the State of California Dept. of Water Resources Supervised a staff of 49 employees on all field surveys and office work on construction of the Tehachapi West Branch of the Feather River Project.
- 1962-1966 **Design Technician** for the State of California Division of Highways Responsible for supervising a design group assigned to several Minor Specialty projects.
- 1960-1962 **Survey Party Chief** for the City of Phoenix Construction Dept.
Supervised the work of a large survey crew, split many times as two crews. Projects included a major freeway, storm drains, roads, and many sewer projects.
- 1958-1960 **Survey Party Chief** for the State of Arizona Division of Highways Party chief on survey crew assigned on a major freeway project.
- 1957-1958 **Instrument Man** for the U.S. Forest Service Engineering Dept.
Worked as assistant party chief on a major forest construction project, which included, roads, several bridges, and a large earth dam.

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

Appointed Position Seeking: Planning Board

Date of Application: 10/19/11

Name: Patricia Grabow Signed: Patricia Grabow
Address: 204 E. Callender St. Livingston, MS
Telephone: daytime (406) 270-1056 after 5:00 p.m.: see
Fax Number: (406) 272-5214 e-mail address: tragrabow@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 have been

involved in planning to Livingston for 17 years. Former
city commissioner development on Yellow Stone Preserve
and a lifetime of urban planning.

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

- A. Occupation: Developer Managing member of The Grabow ① Economics BA - English
- B. Education: ② Master's Degree in Educational Administration
- C. Experience: ① Falls Church, Va - Master plan ② Eagle River Alaska - one of 6 developing master plan ③ Former city commissioner. (please attach a detailed resume if desired) ④ HUD - urban planning. Wm D.C.

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

1) City Commissioner 2) Currently president Livingston Downtown Building owners and Business Assn. 3) Chamber of Commerce board
4) Historic Tree board

7. Are you currently serving on any Community Boards? LDBoBA (10 years)

A. If yes, please describe those boards. Attached economic development plan
working on for 1 1/2 years

8. Current Employer? Grabow Building, 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? none

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Resuse myself.

Backup material for agenda item:

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

Livingston Urban Renewal Agency Grant Application

http://www.livingstonmontana.org/working/docs/URA_Grant_App_revised_2_16.pdf

Due 10 days before the URA meeting at which the application will be discussed. Cover Sheet Information to include:

Applicant Organization: Sleeping Giant Middle School

Organization Tax Status: Federal Tax ID # 81-6000691

Project Title: SGMS/Public Outdoor Open Play Space

Key Contact (name, title, address, e-mail, telephone):

Lisa Rosberg, Principal
301 View Vista Dr. Livingston, MT 59047
406. 222.3292 School 406.224.8250 cell

Project Start Date:

We will begin this project as soon as we secure funding. If we are able to secure at least \$6000 by the end of October, we will begin the project in November. If we do not have funding secured by the end of October, we will wait until after the spring thaw.

Project End Date:

The project should take about two weeks from start to end.

Amount Requested: We are requesting \$6000

Breakdown of what the total will be used for:

See attached for breakdown of expenses.

Grant Eligibility:

SGMS is in the blight zone just off of Livingston's downtown. This project redevelops a small space and is a public improvement which will increase options for outdoor play and therefore the health of the general public as well as SGMS students. Even though it is on the school property this area is fully accessible to the public outside of school hours, as are the play areas at the other K-8 elementary schools. SGMS currently only has Green Space accessible outside and no hard surfaced play areas. This area of grassy open space is not used for recess, PE, or any other activities.

Application Description: Install a 45' x 45' concrete area with basketball goals is an improvement to accessible outdoor play on this southeast side of town. The SGMS Outdoor Open Play Space proposed is the same size as the M Street Katy Bonnell Park which is heavily used by the youth in that area. There is no play space like this in the vicinity of SGMS and it will be open to the public at all times other than during school hours.

For further details on urban renewal, see Title 7, Chapter 15, Parts 42 and 43 of the Montana Code Annotated. *Revised February, 2016. Responses should be brief but complete information is encouraged. Include substantiating documents, bids, etc.*

E-mail completed form and any budget and work-plan attachments to:

Karla Pettit, Chairperson pblivingston@wispwest.net

Bob Ebinger buffalojumpictures@gmail.com

Kyra Ames kyra@amesphotography.com

Bill Spanring (406)220-3198

Send questions to the Secretary, Lisa Harreld, Legal Analyst, City of Livingston lharreld@livingstonmontana.org or phone (406)823-6009. Please use the following sections to complete your application, just replace the instructions under the heading with your text. The URA may request further information when considering this application.

Applicant Organization Name: Sleeping Giant Middle School **Project Title:** SGMS/Public Outdoor Open Play Space

Project Summary/Description: to increase the recreational usefulness of Open Space at SGMS with a concrete pad and 2 basketball goals for students and the public to play basketball and other games in a safe area. **Goals and expected outcomes** for the increased usefulness of this space are to increase the health and safety of the 320 SGMS students during lunch recess as well as for community youth and adults outside of school hours. This space is in the blight area directly adjacent to the S-S trailer court.

Statement of Condition/Need: Students at SGMS have a need for increased recreational activities. Currently we only have a parking lot/street for a hard surface to play at recess. Per the district insurance company guidance, we cannot set up games for the students on the parking lot/street due to safety reasons. SGMS has hundreds of feet of Green Space for students but nowhere to play basketball, 4-Square, Pickle Ball, and other games that require a hard surface. This project will positively impact the 320 students at SGMS on a daily basis throughout the school year. While students could play basketball at lunchtime in the gym, research shows that middle school kids still need to have at least one outdoor fresh air break during the school day. The health benefits of going outside are many and varied and the increased opportunity provided by this space will enhance this area near the park and riverfront as a recreational public gathering place. Additionally, it is difficult to have 160 students in the gym at one time. The enhancement of this space will allow it to be multi-purpose. This space is close to downtown, the civic center, Sacajawea and adjacent to the sidewalk previously built through the middle school Green Space. SGMS is within the study area that clearly meets the statutory definition of blight. The development of this underutilized land at SGMS will also provide an easily accessible recreational area to the public, particularly the S Bar S which provides housing for some of Livingston's lowest income residents.

Project Work Plan:

1. We listened to the complaints from parents / students about not enough to do outside at lunch recess.
2. The principal asked the maintenance department to save the basketball goals from the tennis court re-model in anticipation of using them for SGMS.
3. We purchased many soccer balls, footballs, 4-square balls, etc. and re-vamped our recess time with organized games.
4. We discovered that we cannot use the parking lot/street area for a hard surface due to insurance liability so the 4-square that the kids love is not an option and we cannot install the basketball posts at the edge of the pavement.
5. We studied the use of the Green Space used for lunch recess, PE, and Football and discovered a large area which is completely unused.
6. We asked approval of the maintenance director if we could put a court in that unused space.
7. Principal researched the cost of a 45' x 45' court and obtained a bid for approximately \$13,000.
8. Principal / Mr. Pettit sought out grant possibilities. LEF, The Patricia Coleman Foundation, Night Owl Run all gave favorable responses to the need for a half sized outdoor basketball court at SGMS.
9. Principal contacted another source for a bid. The second bid was \$2000 less expensive and the less expensive bid will also donate back 10% of the cost, over \$1000 which saves us about \$3000.
10. The principal has already received and deposited \$400 from the Night Owl Run.
11. The second bid is ready to start as soon as we have 50% of the cost of the project as a down payment.
12. See attached for the necessary steps of the project.

Project Budget/Financial Information:

See attached for project expenses; total	<u>\$10,462.50</u>
Current Grants: Marsh Concrete Landscaping LLC	\$1,046.25
Night Owl Run	\$ 400.00
Posts and backboards	NC
Anticipated Grants: URA	\$6,000.00
Patricia Coleman Foundation	<u>\$5,000.00</u>
Total Grant Funds:	\$12,446.25
Grant amount additional to bid:	\$1,983.75
To be used for a fence wall to prevent stray balls from rolling onto View Vista Drive.	



1012 Prairie Drive
Livingston, MT 59047

marshconcretelandscaping@gmail.com
406-600-2724

PROPOSAL#WEI1146
MATERIAL & LABOR

Customer Brooke Weimer

Date 9/23/2016

Contact Info brooke@eralivingston.com

Page 1 of 1

Job Site Address Sleeping Giant Middle School

Job Description New basketball court

Description

Price

MCL,LLC would like to donate back to the Sleeping Giant Middle School
10% of the cost of the basketball court project.

total

\$1,046.25

Please make checks payable to MCL, LLC

The undersigned customer understands and agrees that MCL, LLC will charge on "cost plus" basis and agrees to pay for such services as follows: 50% as a deposit and the balance of the contract price upon completion of the work. Any change to the above described "scope of work" must be in writing and signed by the customer before such work will be performed. Any additional charges resulting from a change order must be paid before the work will be done. The customer specifically agrees that, if payment is not made as agreed, the customer will pay all costs of collection, including attorney fees, court costs and interest at the highest rate allowed by law.

Customer Signature _____



1012 Prairie Drive
Livingston, MT 59047

marshconcretelandscaping@gmail.com
406-600-2724

PROPOSAL#WEI1145
MATERIAL & LABOR

Customer Brooke Weimer

Contact Info brooke@eralivingston.com

Job Site Address Sleeping Giant Middle School

Job Description New basketball court

Date 9/23/2016

Page 1 of 1

Description	Price
45' X 45' X 4" concrete pad for basketball court. Concrete will have #3 rebar tied in a 2' X 2' grid and a post base on each end of the slab for the basketball goals.	\$9,112.50
Excavation of grass and dirt.	\$850.00
Pump truck	\$500.00
Concrete will have a broom finish and saw cut control joints. Price includes all material, labor, and pump truck charges	
Total	\$10,462.50

Please make checks payable to MCL, LLC

The undersigned customer understands and agrees that MCL, LLC will charge on "cost plus" basis and agrees to pay for such services as follows: 50% as a deposit and the balance of the contract price upon completion of the work. Any change to the above described "scope of work" must be in writing and signed by the customer before such work will be performed. Any additional charges resulting from a change order must be paid before the work will be done. The customer specifically agrees that, if payment is not made as agreed, the customer will pay all costs of collection, including attorney fees, court costs and interest at the highest rate allowed by law.

Customer Signature _____

3/12/2015

Here are the costs for construction of basketball hoops at Katy Bonnell Park on North M Street Livingston, Montana.

Gravel.....	\$942.75
Construction concrete installation.....	\$7,800.00
Concrete for hoop installation 4' x24" concrete.....	\$343.00
Prep Work:	
Concrete install for hoops, sod cutting 45'x45' section out of the grass and add 6" of gravel, Equipment, set-up hoops and do final prep	\$3,420
<u>Total installation.....</u>	<u>\$12,505.75</u>

Backup material for agenda item:

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

November 18th 2016

Hello, my name is Tiffany Kostelnik and I'm the administrative assistant for the Yellowstone Boys and Girls Ranch here in Livingston.

Each year we show our commitment by honoring our Foster Parents and Families with an evening of fun, activities, dinner and time together.

Our annual Foster Family Celebration is a perfect opportunity to acknowledge those in our community who provide an outstanding service to youth and families. They open their homes and their hearts to youth in crises. They foster hope, when things look hopeless.

We will be hosting this year's Christmas Celebration for our local foster families as our way of saying thank you at the Livingston Civic Center. We are formally request in writing, as we are unable to be there in person, that our fees be waved so we can put that money towards the local kids that we help. We hope the documentation provided will be helpful to that goal; any help from you with this matter would be appreciated. Thank you for your time, have a great day.

"We live in a world in which we need to share responsibility. It's easy to say, "It's not my child, not my community, not my problem." Then there are those who see the need and respond. I consider those people my heroes." – Fred Rogers

Tiffany Kostelnik

Administrative Assistant

Yellowstone Boys & Girls Ranch
5237 Hwy 89 South, Suite 1
Livingston, MT 59047

Phone: 406-222-6490

Fax: 406-222-6492



*You're Invited To Our Annual
Foster Family Celebration*

We want to Honor and Celebrate You!!!



December 9, 2016 at 6:00pm
AT THE LIVINGSTON CIVIC CENTER

**R.S.V.P. TO 406-222-6490 with a family count
by November 21, 2016 at 4:00pm**



Mission & Values

The principles encompassed by Yellowstone’s Mission Statement and Values lie at the heart of what Yellowstone Boys and Girls Ranch is all about. These principles relate to and help maintain the moral integrity of our work. Yellowstone Boys and Girls Ranch direct all its activities, programs, its hiring practices, and develop its goals around these principles.

Mission: Caring people preparing youth for life

Values: The following list describes the principals which guide all decisions and activities directed at pursuing the vision and achieving the mission of Yellowstone Boys & Girls Ranch...

Faith is being sure of successfully achieving our mission, based upon our trust in a loving creator.

Hope is embracing uncertainty with confidence and trust.

Integrity is doing what is right, putting the needs of others above your own, and living by the highest values.

Relationship is being committed to one another in a mutually respectful, dignified, healthy, and honoring manner.

Respect is an attitude of valuing others, caring about people and treating them with dignity.

Safety is behaving in a manner that protects the physical, psychological, spiritual and emotional well being of others.

Stewardship is the use of any resource or talent entrusted to YBGR to fulfill the mission and vision.

Excellence at YBGR is represented by the practice of Faith, Hope, Integrity, Relationship, Respect, Safety and Stewardship.

Yellowstone Boys & Girls Ranch

1732 South 72nd street West
Billings, MT 59106
(800) 726-6755



info@ybgr.org

Mission: Caring People preparing youth for life

“Discover Life, Hope & Opportunity!”

YBGR uses Mentalization Based Treatment (MBT) when working with families and children. MBT is an evidence oriented treatment approach focusing on helping the child and parents to understand each other’s perspectives. Programs the Community Based Locations focus on are, Therapeutic Foster Care, Home Support Services, Targeted Case Management, and Therapeutic Youth Mentorship. YBGR has a School Based Comprehensive School and Community Treatment Program. In Billings, YBGR also has a Psychiatric Residential Treatment Facility.

YBGR is accredited by the Council on Accreditation for Children and Family Services (COA) and licensed by the Montana Department of Health & Human Services.

Yellowstone Boys and Girls Ranch is a member of: Montana Children’s Initiative, Child Welfare League of America, American Association of Children’s Residential Centers, National Association of Christians in Social Work, National Fellowship of Child Care Executives (NFCCE), The Alliance for Children and Families (ACF), The American Association of Christian Counselors (AACC), Billings Chamber of Commerce, Livingston Chamber of Commerce, and National Association of Therapeutic Schools and Programs (NATSAP).

Locations for YBGR include:

Billings Office

3212 1st. Ave S, Suite 207 Billings, MT 59101
406-245-2751 Fax 406-256-7026
Email: kimc@ybgr.org or rickh@ybgr.org

Livingston Office

5237 Highway 89 S. Suite 1 Livingston, MT 59047
406-222-6490 Fax 406-222-6492
Email: sonyar@ybgr.org

Dillon Office

312 South Pacific Street Dillion, MT 59725
406-683-0416 Fax 406-683-6215
Email: charisel@ybgr.org

Lewistown Office

224 West Broadway Lewistown, MT 59457
406-538-4418 Fax 406-538-4450
Email: lkassmier@ybgr.org

Backup material for agenda item:

F. DISCUSS/APPROVE/DENY - Letter of support for Homeward, Inc.

City Manager
Lisa Lowy

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

*citymanager@livingstonmontana.org
www.livingstonmontana.org*



Chairman
James Bennett

45

Vice Chairman
Dorel Hoglund

Commissioners
*Mel Friedman
Quentin Schwarz
Sarah Sandberg*

Incorporated 1889

December 6, 2016

Montana Board of Housing
PO Box 200528
Helena, MT 59620-0528
Fax: 406-841-2841

RE: The Adaptive Reuse of Livingston Memorial Hospital site

To Montana Board of Housing:

Homeward and HRDC are proposing to convert the former Livingston Memorial Hospital at 504 South 13th Street into 35 units of housing that people can afford. This project is needed in Livingston as there is a real need for truly affordable homes. This proposed project meets several goals in our previous Growth Policy as well as our Draft Growth Policy. The 2004 plan states: "The City should continue to promote utilization of available, underdeveloped lots in, or bordering the city, to increase density and reduce infrastructure and facilities costs." We believe this project will meet this goal.

The draft Growth Policy states "Goal 1: Strengthen Livingston's economy by supporting industries and initiatives that increase employment opportunities and personal income." The third Objective listed under this Goal is "Address affordable housing needs." Goal 2 is "Preserve Livingston's quality of life and community character" with the third Objective being "Develop and enforce policies and procedures to preserve Livingston's historic quality." While the former Livingston Memorial Hospital is not the older historic architectural character that we see and hope to preserve on Main Street, the building, constructed in 1955, is an excellent example of "Modern Style" architecture with a touch of the "Prairie Style" made famous in the Midwest and Chicago, and represents an historical style that is rapidly being lost to destruction and renovation across Montana and the nation, especially in rural and small town settings. As the primary health care facility for decades, it was also a significant element in the history of the growth and development of Livingston. That connection with our history would, ideally be preserved with the renovation of the hospital into housing that people can afford, while also helping Livingston address the affordable housing needs.

The location of the former hospital is ideally located for housing because it's in a well-established, walkable neighborhood, which is close to services and jobs. It also addresses core goals and objectives

LIVINGSTON
Montana
GO BEYOND YELLOWSTONE



from the previous City of Livingston Growth Policy. Homeward's intent to recycle this building into healthy, energy efficient homes meets the goal described under Population and Housing.

"The City should continue to accommodate private sector organizations like banks, economic, development organizations and non-profit organizations in eliminating substandard housing, making housing more energy efficient, and improving the structural and aesthetic condition of existing housing."

As an increasing number of housing units in Livingston are being impacted by the recent Air BnB and VRBO trends, the scarcity of available affordable housing is becoming a more significant, though difficult to quantify, economic impact. We see increasing anecdotal evidence that local businesses are being damaged by the lack of housing that people can afford, losing employees to other communities where they can find affordable rental housing, or being unable to attract new long term employees because there is not enough affordable housing in our community.

In addition to workforce housing, Livingston has a need for housing affordable for our aging residents. The proposed project will provide good quality affordable housing at rents well below market. Due to its mix of 7-studios, 17-one bedroom units and 11-two bedroom units, and given its location near area services, it will undoubtedly attract seniors and families.

We feel that the adaptive re-use of the former Livingston Memorial Hospital is aligned with Livingston's growth and housing policies, and would provide a significant benefit to low and very low income residents of our community. Please let us know if there are any questions about our support or Livingston policies.

Sincerely,

Lisa L. Lowy, MHA
Interim City Manager/Administrative Services Director
City of Livingston
406-823-9870

Cc: Andrea Davis, Homeward Executive Director
Heather McMilin, Homeward Housing Development Director

Backup material for agenda item:

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

City of Livingston, Montana

Quarterly Financial Report



Prepared October, 2016

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

The Quarter Ending June 30th, 2016

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

Prepared by the City of Livingston Finance Department

4th Quarter Budget Review

Fiscal Year 2015 - 2016

The purpose of this report is to update the Commission on the final status of the FY 16 budget and recommend final 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 ended up +4.1% over our estimates and our expenditures are 8.2% under expenditure estimates. The net effect is a positive indicator.

Summary of Revenues, Expenditures, & Variances
Primary Operating Funds
July 1, 2015 - June 30, 2016

	Budgeted	YTD 4th Quarter	4th Quarter Projections	Variance \$'s Positive (Negative)	Variance Percent (Negative)
Revenues					
General Fund	\$ 4,187,454	\$ 4,246,242	\$ 4,187,454	\$ 58,788	1.4%
Library Special Revenue Fund	387,276	409,796	387,276	22,520	5.8%
Communications & Dispatch Fund	503,406	504,110	503,406	704	0.1%
Street Maintenance District Fund	993,350	938,393	993,350	(54,957)	-5.5%
Water Fund	1,390,900	1,449,557	1,390,900	58,657	4.2%
Wastewater Fund	2,182,300	2,210,448	2,182,300	28,148	1.3%
Solid Waste Fund	1,835,595	1,782,933	1,835,595	(52,662)	-2.9%
Ambulance Fund	878,594	1,327,251	878,594	448,657	51.1%
Total	\$ 12,358,875	\$ 12,868,730	\$ 12,358,875	\$ 509,855	4.1%
Expenditures					
General Fund	\$ 4,283,770	\$ 4,319,912	\$ 4,283,770	\$ (36,143)	-0.8%
Library Special Revenue Fund	460,648	416,196	460,648	44,452	9.6%
Communications & Dispatch Fund	599,905	499,797	599,905	100,108	16.7%
Street Maintenance District Fund	1,065,269	964,821	1,065,269	100,448	9.4%
Water Fund	1,581,206	1,207,135	1,581,206	374,071	23.7%
Wastewater Fund	2,152,056	1,652,347	2,152,056	499,709	23.2%
Solid Waste Fund	1,507,840	1,600,776	1,507,840	(92,936)	-6.2%
Ambulance Fund	1,075,686	1,019,840	1,075,686	55,846	5.2%
Total	\$ 12,726,380	\$ 11,680,824	\$ 12,726,380	\$ 1,045,556	8.2%

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 cemetery workers, etc., yet we are able to project personnel costs with a high degree of accuracy.

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 95% of the personnel budget. Personnel costs, which represent \$6.9 million of the city’s total budget, were right on target for FY 15. The large increase in overtime above that which was budgeted coupled with the lower than budgeted salaries & benefits is indicative of a number of position vacancies we had throughout the fiscal year. It would be nice if other areas of the city’s budget were this predictable.

Personnel Costs	Budgeted	Expended 06-30-15	Percent Expended
Salaries & Wages	\$ 4,591,590	\$ 4,415,314	96.2%
Overtime	303,750	419,951	138.3%
Benefits	2,402,010	2,093,687	87.2%
	<u>\$ 7,297,350</u>	<u>\$ 6,928,951</u>	<u>95.0%</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.

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 103.3% of our budgeted general fund revenues for the year. This year, however, we collected 101.4% of budgeted. This was a combination of conservative budgeting and higher than anticipated, motor vehicle taxes, building permit revenue, and police fines as well as additional programming revenue from the recreation department.

General Fund Revenues	Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	3,579,756	3,640,656	101.7%
Fiscal Year 2014	3,803,587	4,110,304	108.1%
Fiscal Year 2015	4,234,475	4,246,915	100.3%
	<u>\$ 11,617,818</u>	<u>\$ 11,997,874</u>	<u>103.3%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	4,187,454	4,246,242	101.4%

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 an actual decrease in the mill value of 3.9 percent. Actual mill value was \$10,562, or a 3.8% decrease in value.

We estimated we would collect \$1,600,983 in general fund property taxes for the year. We actually collected a total of \$1,588,066 or 99.2% of our property tax estimate. On average for the past three years, we have collected 100.5% of budgeted revenues. Fiscal year 2014 proved to be a higher than normal collection year, based on a large number of past years’ protested taxes being collected based on a statewide settlement with utility tax payers.

General Fund Property Taxes	Budgeted	Received	Percent Received
--------------------------------	----------	----------	---------------------

Prior Three Years:

Fiscal Year 2013	1,238,374	1,215,484	98.2%
Fiscal Year 2014	1,497,891	1,562,976	104.3%
Fiscal Year 2015	1,576,100	1,555,000	98.7%

\$ 4,312,365	\$ 4,333,460	100.5%
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Budget Year:

Fiscal Year 2015	1,600,983	1,588,066	99.2%
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Building Permits. We budgeted a total of \$67,000 in building permit revenues for the year. We actually collected \$86,480 or 129% of our estimate. An increased in new residential construction permits of over 30% (from 16 in 2015 to 21 in 2016) contributed to this increase in revenue. Building permit revenue is a good indicator of our local economy.

State Entitlement/Reimbursement. State entitlement is in essence state revenue sharing. A number of 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. In 2001, 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 actually received \$1,062,936 or 100.2% of our estimate. Significant revenue sources like this, certainly contributes to our ability to make accurate general fund revenue estimates.

Recreation Department Revenue. A concerted effort was undertaken in FY 2016 to increase the number of programs offered by the Livingston Recreation department while ensuring that the fees charged covered the costs of offering those programs. The new programs were designed to support the community needs and were communicated widely through an increase in advertising. The result of this effort was an increase in recreation revenues beyond that which was budgeted. We estimated that the recreation programs would bring in \$37,000 and actual collections for FY 2016 were \$55,644.

Fines & Forfeitures. Fine revenue can be difficult to budget for. We utilize historical data to determine conservative estimates, while taking into consideration any operational changes that may affect the revenues. There are three main types of fines that are collected by the City General Fund: Parking Tickets, Police Department Fines, and Time Payments. Police Fines are tickets that are issued and paid in full. Time Payments are Police fines that have been set up on a payment plan through the Livingston City Court. For

FY 2016, Police Revenue was budgeted at \$12,500, a historically consistent collection rate. Actual collections were \$28,924. The number of tickets issued by Police officers increased over last fiscal year by 170 which was the driver for this increase in revenues. Time payment revenue has historically been close to the \$100,000 budgeted for in FY 2016. Actual collections for the fiscal year, however, have decreased dramatically to only 44% of budgeted amounts or \$43,651. The City Court has jurisdiction over collection of these fines, and we have undertaken an administrative process to address the underlying issues in the collection procedures.

Special Revenue Fund Revenues

Library Operating Fund. In the current year \$387,276 was budgeted in Library revenues. At year end, actual collections were \$409,796, or 105.8% of estimates. The reason for this additional revenue was from nearly \$7,500 more than anticipated in Library Fees, and over \$11,000 more donations than budgeted.

TIF – Downtown. In the current year we budgeted \$222,000 in total revenues and as of year-end, we have collected 86% of our estimate, or 190,533. The main reason for the decrease in revenue was the reappraisal process which decreased the TIF incremental value from \$227,328 in FY 2015 to \$183,888 in FY 2016. With additional growth in the downtown area, including the updates to the Albemarle building, we anticipate future increases to the increment.

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 were \$1,346,000. We collected a total of \$1,407,921.62 or 104.6% of our estimated revenue. On average for the past three years, we have collected 99.3% of our budgeted amount. Water revenues tend to be more variable, increasing or decreasing based on the weather and other factors. This variability can be seen with the water consumption graph shown on the following page. The increase in consumption was most likely the factor that contributed the most to the increase in revenue.

Water Operating Revenues	Budgeted	Received	Percent Received
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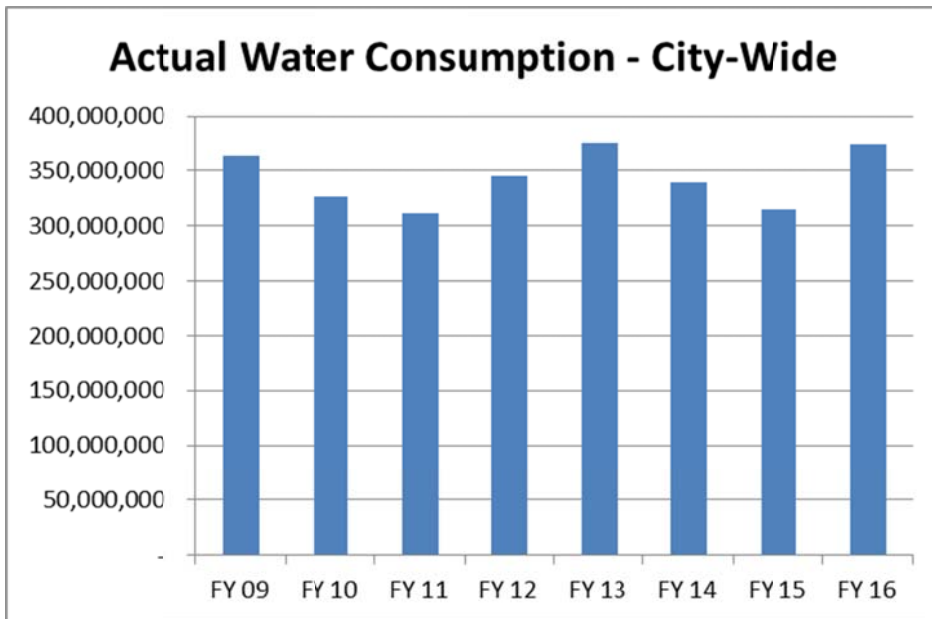
Prior Three Years:

Fiscal Year 2013	1,350,000	1,466,035	108.6%
Fiscal Year 2014	1,438,200	1,369,447	95.2%
Fiscal Year 2015	1,407,600	1,329,743	94.5%

<u>\$ 4,195,800</u>	<u>\$ 4,165,225</u>	<u>99.3%</u>
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Budget Year:

Fiscal Year 2016	1,346,000	1,407,922	104.6%
------------------	-----------	-----------	--------



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 collected \$2,174,197, or 101.4% of our estimate. On average, for the past three years, we have collected 100.5% of our wastewater revenue estimate. Wastewater revenues, like the water revenues, are slightly ahead of our 3 year trend.

Wastewater Revenues	Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	1,684,617	1,695,445	100.6%
Fiscal Year 2014	1,864,375	1,884,799	101.1%
Fiscal Year 2015	2,105,600	2,099,888	99.7%
	<u>\$ 5,654,592</u>	<u>\$ 5,680,131</u>	<u>100.5%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	2,143,600	2,174,197	101.4%

Solid Waste Fund – Garbage collection charges (including transfer station revenue) represent the vast majority of our Solid Waste Fund revenues. Total estimated garbage collection charges for the year are \$1,830,620. We collected a total of \$1,780,595 through year end, or 97.3% of our estimate. For the three prior years, we have collected 110.5% of our annual budget by year end. The unpredictability of these revenues is the result a new and changing customer base: Park County Residents. The actual revenues from FY 2015 to FY 2016 increased by .66%. As we build a more reliable collection history, revenue estimates should become closer to actual collections.

Solid Waste Revenues	Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	1,142,904	1,380,430	120.8%
Fiscal Year 2014	1,555,195	1,681,832	108.1%
Fiscal Year 2015	1,675,000	1,768,978	105.6%
	<u>\$ 4,373,099</u>	<u>\$ 4,831,241</u>	<u>110.5%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	1,830,620	1,780,595	97.3%

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. Actual collections for FY 2016 were \$527,596, or 105.5% of budgeted revenues.

Ambulance Revenues	Actual/ Budgeted	Received	Percent Received
<u>Prior Three Years:</u>			
Fiscal Year 2013	460,000	374,196	81.3%
Fiscal Year 2014	407,700	469,973	115.3%
Fiscal Year 2015	453,600	550,936	121.5%
	<u>\$ 1,321,300</u>	<u>\$ 1,395,106</u>	<u>105.6%</u>
<u>Budget Year:</u>			
Fiscal Year 2016	500,000	527,596	105.5%

General Fund Expenditures

General fund expenditures are highly predictable, ending up right on at 100.8% of our budgeted predications by year end. There were a few unexpected items during FY 2016 that will require amendments to the budget. These items are discussed below.

Fire Department – Fire /EMS overtime has always been necessary to maintain minimum staffing levels due to additional calls, sick, vacation, and administrative leave coverage. Recently, however, the need for Overtime has increased, driving actual costs over budgeted amounts. Members of the IAFF Local 630 union and members of the administration have formed an overtime committee to identify the major drivers of the overtime usage as well as propose solutions to curb overtime use. In the meantime, actual Fire overtime for FY 2016 was \$110,472 while budget was only \$62,000. A budget amendment for approximately \$48,500 will be necessary to cover this overage.

Recreation – As discussed above, a concerted effort was undertaken in FY 2016 to increase the number of programs offered by the Livingston Recreation department while ensuring that the fees charged covered the costs of offering those programs. The new programs were designed to support the community needs and were communicated widely through an increase in

advertising. This increase resulted in more than \$18,000 in additional revenues; however they also required additional staff time and advertising. A budget amendment for approximately \$7,200 will be necessary to cover those additional costs.

Special Revenue Fund Expenditures

Soccer Fields. Phase 3 of the Soccer Fields project (construction of the fieldhouse) was started in mid FY 2016. The total cost of this phase is \$710,400. Contributions from the Livingston Youth Soccer Association will cover this amendment and therefore impact to city funds is neutral.

Debt Service Fund Expenditures

Many of the budget amendment necessary for the Debt Service Funds are necessary 'housekeeping' amendments and are discussed by fund below:

Debt Service Paying Agent Fees. In both the 2000 Fire Truck Fund as well as the SID178 Fund, the costs associated with the debt service paying agent fee, \$350 each, was inadvertently left out of the budget. These funds will both require an amendment to cover these additional costs. There are sufficient reserves to cover these costs.

SID 179 Interest Costs. Special Improvement District #179 (Printing for Less water & sewer line extensions) pays for both water and sewer SID bonds. Interest costs were \$2,670 more than the budgeted amount and will therefore need to be amended to account for the overage. There is sufficient reserve to cover these costs.

Closeout of Funds. By State law, any funds in excess of 10% of the Special Improvement District (SID) bonds outstanding may be transferred from the SID Revolving fund to the General Fund. This was not budgeted for and will need a budget amendment in the amount of \$10,415.

Similar to the SID Revolving fund transfer above, any funds remaining in a General Obligation Bond debt service fund, once all bonds have been paid may be transferred to the General Fund. This was also not budgeted for and will need a budget amendment in the amount of \$2,350.

In order to close out a previously created West End Tax Increment District Special Revenue Fund, a transfer of \$8,500 was necessary from the West End Tax Increment District Debt Service Fund. Originally the Special Revenue Fund was created to accumulate all increment revenues from the West End TIF then transferred to the Debt Service Fund for payment of the outstanding bonds. Now that this is no longer utilized, with the fund going directly to the Debt Service Fund, this fund is closed out. Sufficient reserves exist to cover this transfer.

Capital Improvement Fund Expenditures

Capital Improvement Fund. A number of projects were completed out of the capital improvement fund during FY 2016:

- **Spray Park:** The final payment on the Spray Park at Mike Webb Park was made in September of 2015. These costs were not budgeted, but were covered by a combination of a Fish, Wildlife, & Parks Grant, Donations raised by the Livingston Rotary Club and a grant from the Skillman Bequest. A budget amendment for the final payment in the amount of \$68,950 will be required. The funds have already been received and are within the fund reserves.
- **CTEP View Vista Project:** This project was a comprehensive multi-modal project undertaken with funds from the City of Livingston, Park County, and the State of Montana. Costs ended up being slightly more than anticipated and the City and County agreed to split those costs 50/50. The additional costs were covered by contributions received from Park County and a transfer from the City of Livingston Transportation Impact Fee Fund. A budget amendment will be required in the amount of \$19,000.

Railroad Underpass Fund. In January of 2016, the City of Livingston purchased a piece of property for the eventual construction of the Railroad Underpass on the City's West side. This was purchased with \$50,000 in Transportation Impact Fees, \$50,000 from the Railroad Underpass Fund, and a \$150,000 note payable that will be paid for by the Underpass fund. These costs were \$16,115 more than anticipated for the year and will require a budget amendment.

2016 Fire Truck Equipment Costs. In the summer of 2016, the administration began the process of purchasing both the apparatus and the associated equipment for the fire truck, approved by the voters on the November 2015 ballot. Most costs will be included in FY 2017; however some equipment expenditures were incurred in FY 2016. These costs amounted to approximately \$84,000 and will require a budget amendment.

Enterprise Fund Expenditures

For proprietary funds such as the enterprise funds, the basis of accounting is full accrual. The budgets are set using cash basis. This means that at year end it is necessary to convert the funds to full accrual. This involves capitalizing assets and recording depreciation among other items. The difference between the two normally leaves sufficient budget authority, but not always. In these cases a budget amendment is necessary.

Water. Water expenditures for FY 16 were very close to budgeted amounts and will not need a budget amendment. Outstanding projects such as water service to civic center, upgrades to chlorination systems, rate study, and infrastructure projects will be carried forward into FY 17.

Sewer. Expenditures for the Sewer fund came in below estimates primarily due to outstanding capital projects and will not need a budget amendment. Like the Water fund, these items will be carried forward into FY 2017 and includes the water reclamation facility engineering costs and infrastructure projects.

Solid Waste Fund. Disposal fees, similar to the revenues are driven by a largely unknown customer base at the Transfer Station. In addition, as discussed throughout the year, a disparity exists between amounts charged to Park County and costs to dispose of Park County's garbage. An amendment in the amount of \$133,000 will be necessary to cover overages in budgeted disposal costs.

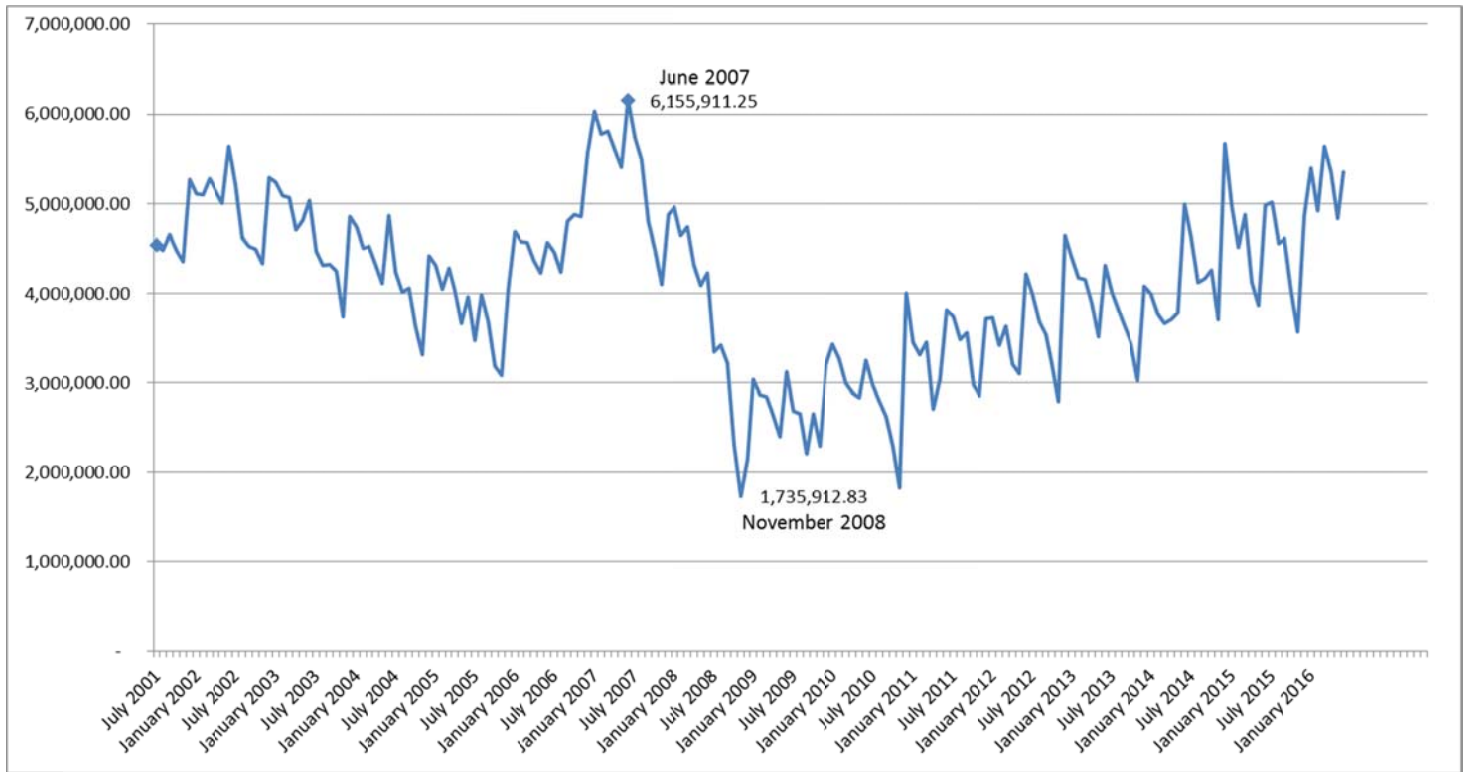
Ambulance Fund. Ambulance operating expenditures for FY 16 were very close to budgeted amounts and will not need a budget amendment. As discussed above for fire, EMS overtime has always been necessary to maintain minimum staffing levels due to additional calls, sick, vacation, and administrative leave coverage. Recently, however, the need for Overtime has increased, driving actual costs over budgeted amounts. Members of the IAFF Local 630 union and members of the administration have formed an overtime committee to identify the major drivers of the overtime usage as well as propose solutions to curb overtime use. In the meantime, actual EMS overtime for FY 2016 was \$99,922 while budget was only \$60,000. A budget amendment, however, is not necessary do to line item savings elsewhere within the EMS fund.

Summary of Adopted Budget & Recommended Budget Amendments

	Adopted Budget	Capital Outlay Carryover	Previously Approved 1st Quarter Amendments	Recommended Mid-Year Amendments	Recommended 4th Quarter Amendments	Revised Budget
Projected Beginning Fund/Working Capital Balance	\$ 6,043,275	\$ 842,128				\$ 6,885,403
Estimated Revenues	14,726,461					\$ 14,726,461
Tennis Courts - Phase III				163,138		163,138
Add'l Recreational Programs					18,000	18,000
Soccer Field Fieldhouse					710,400	710,400
Transfer to Close out West End SRF					8,500	8,500
Add'l CTEP View Vista Funding					19,000	19,000
RR Underpass - ROW Purchase Debt Issuance					150,000	150,000
Total Amended Revenue Estimates	<u>14,726,461</u>	<u>-</u>	<u>-</u>	<u>163,138</u>	<u>905,900</u>	<u>15,795,499</u>
Budgeted Expenditures	(16,098,102)					\$ (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)
Fire Department Overtime Costs					(48,500)	(48,500)
Add'l Recreation Program Expenses					(7,200)	(7,200)
Soccer Field Fieldhouse					(710,400)	(710,400)
2000 Fire Truck Paying Agent Fee					(350)	(350)
Close out 1997 Fire Truck GOB Fund					(2,350)	(2,350)
Transfer to Close out West End SRF					(8,500)	(8,500)
Adjust Revolving Funds to Bonds Outstanding					(10,415)	(10,415)
SID 179 Debt Service Budgeting Error - Add'l Interest					(2,670)	(2,670)
SID 178 Paying Agent Fee					(350)	(350)
Final Spray Park Payment					(68,950)	(68,950)
Add'l CTEP View Vista Costs					(19,000)	(19,000)
RR Underpass - ROW Purchase					(16,115)	(16,115)
2016 Fire Truck Equipment Costs					(84,000)	(84,000)
Solid Waste Disposal Fees					(133,000)	(133,000)
Total Amended Expenditures	<u>(16,098,102)</u>	<u>(842,128)</u>	<u>50,550</u>	<u>(163,138)</u>	<u>(1,111,800)</u>	<u>(18,164,618)</u>
Projected Ending Fund/Working Capital Balance	<u>\$ 4,671,634</u>	<u>\$ -</u>	<u>\$ 50,550</u>	<u>\$ -</u>	<u>\$ (205,900)</u>	<u>\$ 4,516,284</u>

*Capital Outlay Carryover amendments include the remainder of the 2014 & 2015 Infrastructure Projects, as well as the CTEP View Vista and CTEP Sidewalk projects, and a portion of the Water Reclamation Engineering.

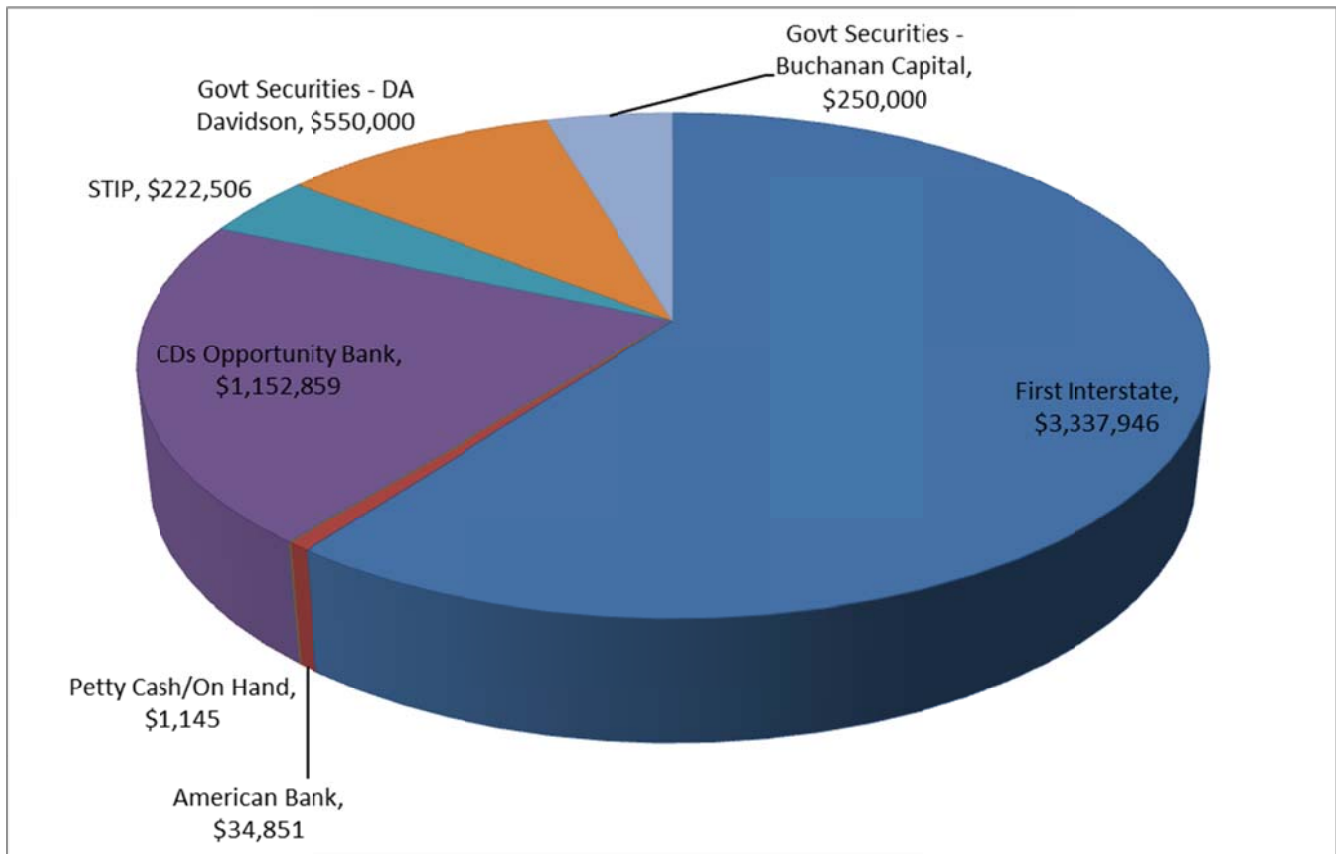
Total City Cash Balance



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 Investments
as of June 2016**

<u>Financial Institution</u>	<u>Amount</u>
First Interstate	\$ 3,337,946
American Bank	34,851
Petty Cash/On Hand	1,145
CDs Opportunity Bank	1,152,859
STIP	222,506
Govt Securities - DA Davidson	550,000
Govt Securities - Buchanan Capital	250,000
Total	\$ 5,549,307



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	\$ 4,246,242	\$ 4,319,912	\$ 528,197
<u>SPECIAL REVENUE FUNDS</u>					
2190	Comprehensive Liability	52,853	208,529	208,968	52,414
2210	Recreation	(1,549)	31,981	30,432	-
2211	Soccer Fields	183	600,295	561,084	39,394
2212	SummerFest	16,412	36,915	63,992	(10,665)
2220	Library	178,842	409,796	416,195	172,442
2250	LFD/PCRFD Training Center	281	1	-	282
2260	Emergency/Disaster Fund	(20,758)	-	-	(20,758)
2270	Health-Sanitarian	(2,370)	2,393	-	23
2300	Communications/Dispatch Services	285,723	504,110	499,797	290,037
2310	Tax Increment District - Downtown	893,559	190,534	185,711	898,382
2311	Tax Increment District - West End SRF	(2,360)	2,360	-	(0)
2320	Economic Development	(12,242)	49,957	48,954	(11,239)
2325	Community Development Fund	(152)	152	-	0
2370	PERD	7,452	78,885	83,663	2,674
2371	Health Insurance	116,034	138,426	158,503	95,957
2372	Permissive Health Insurance	-	306,992	306,960	32
2373	Police Pension	27,610	240,424	254,243	13,791
2374	Fire Pension	69,751	226,531	255,451	40,830
2397	CDBG Economic Dev Revolving	580,037	53,174	9,264	623,947
2399	Impact Fees - Fire	46,514	2,944	47,500	1,958
	Impact Fees - Transportation	299,225	14,500	98,229	215,495
	Impact Fees - Police	(3,258)	5,267	-	2,009
	Impact Fees - Parks	11,114	3,190	-	14,304
2400	S.I.D. Light Maintenance	10,217	136,685	90,446	56,457
2500	Street Maintenance	316,584	938,393	964,821	290,156
2600	Sidewalks	25,093	160,965	185,198	860
2650	Business Improvement District	3,350	43,957	29,312	17,995
2700	Park Improvement SRF	144,864	3,896	18,461	130,299
2750	Law Enforcement Joint Equipment Fund	6,329	50	-	6,379
2820	Gas Tax	31,152	147,350	122,686	55,817
Total Special Revenue Funds		\$ 3,078,504	4,538,653	4,639,869	2,977,288

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	20	2,341	11
3003	2000 Fire Truck GOB	17,266	28,962	33,550	12,678
3200	West End Tax Increment District	516,279	128,766	76,069	568,976
3400	SID Revolving	36,525	70	10,414	26,180
3550	SID 179 - West End	16,472	34,403	34,013	16,863
3950	SID 178	12,311	27	350	11,988
3955	SID 180	(27,874)	4,458	934	(24,349)
Total Debt Service Funds		\$ 573,313	\$ 196,705	\$ 157,671	\$ 612,347
<u>CAPITAL PROJECT FUNDS:</u>					
4010	Capital Improvement Fund	27,217	521,981	540,985	8,213
4020	Library Capital Improvement Fund	32,637	73	-	32,710
4099	Railroad Crossing Levy	188,209	150,415	206,636	131,988
4100	Fire Truck/Bond Proceeds	-	-	83,862	(83,862)
Total Capital Project Funds		\$ 248,064	672,469	831,483	89,049
<u>ENTERPRISE FUNDS:</u>					
5210	Water Department	86,180	1,425,637	1,136,135	375,681
5210	Water Fund System Development Fees	122,969	23,920	71,000	75,889
5310	Sewer Department	654,943	2,186,380	1,392,347	1,448,975
5310	Sewer Fund System Development Fees	273,125	24,068	260,000	37,193
5410	Solid Waste Department	(406,781)	1,782,933	1,600,776	(224,624)
5510	Ambulance Services	381,213	874,384	1,019,840	235,756
Total Enterprise Funds		1,859,718	6,317,321	5,480,099	2,696,940
<u>TRUST FUNDS</u>					
8010	Perpetual Cemetery	\$ 232,968	6,048	3,173	235,843
Total Trust Funds		\$ 232,968	6,048	3,173	235,843
Total All Funds		\$ 6,594,433	\$ 15,977,439	\$ 15,432,208	\$ 7,139,663

RESOLUTION NO. 4712

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING THE BUDGET FOR FISCAL YEAR 2015-2016, BY MAKING APPROPRIATION ADJUSTMENTS IN THE AMOUNT OF \$1,111,800 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$905,900.

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 provide for additional appropriations must identify the fund reserves, unanticipated revenue or previously unbudgeted revenue that will fund the appropriations; and

WHEREAS, the budget for FY 15-16 requires a budget amendment by making appropriation adjustments in the amount of \$1,111,800 and revenue adjustments in the amount of \$905,900 as specified herein.

NOW, THEREFORE, be it resolved by the City Commission of the City of Livingston, Montana, that the budget for Fiscal year 2015-2016 is amended as follows:

**Resolution No. 4712
Amending the budget for Fiscal Year 2015-2016 by making appropriation adjustments in the amount of \$1,111,800 and revenue adjustments in the amount of \$905,900.**

Revenue Estimate Adjustments

Ref #	Description/Purpose	Account	Amount
1	Add'l Recreational Programs	1000.361020	18,000
2	Soccer Field Fieldhouse	2211.365050	710,400
3	Transfer to Close out West End SRF	2311.383006	8,500
4	Add'l CTEP View Vista Funding	4010.383006	19,000
5	RR Underpass - ROW Purchase Debt Issuance	4099.381070	150,000
Total			\$ 905,900

Appropriation Adjustments

Ref #	Description/Purpose	Account	Amount	Fund Reserves	Unanticipated Revenues	Unbudgeted Revenues
1	Fire Department Overtime Costs	1000.141.420401.120	(48,500)	x		
2	Add'l Recreation Program Expenses	1000.109.460449.110	(7,200)		x	
3	Soccer Field Fieldhouse	2211.000.411810.940	(710,400)		x	
4	2000 Fire Truck Paying Agent Fee	3003.160.490100.630	(350)	x		
5	Close out 1997 Fire Truck GOB Fund	3002.160.521000.822	(2,350)		x	
6	Transfer to Close out West End SRF	3200.160.521000.821	(8,500)		x	
6	Adjust Revolving Funds to Bonds Outstanding	3400.160.521000.822	(10,415)		x	
7	SID 179 Debt Service Budgeting Error - Add'l Interest	3550.170.490300.620	(2,670)	x		
8	SID 178 Paying Agent Fee	3950.170.490300.630	(350)	x		
9	Final Spray Park Payment	4010.000.460430.940	(68,950)	x		
10	Add'l CTEP View Vista Costs	4010.000.430240.914	(19,000)		x	
11	RR Underpass - ROW Purchase	4099.000.411850.940	(16,115)		x	
12	2016 Fire Truck Equipment Costs	4100.000.420460.940	(84,000)			x
13	Solid Waste Disposal Fees	5410.504.430840.396	(133,000)	x		
Total			(1,111,800)			

Dated this _____ day of December, 2016.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD

COURTNEY LAWELLIN

Recording Secretary

City Attorney

Resolution No. 4712

Amending the budget for Fiscal Year 2015-2016 by making appropriation adjustments in the amount of \$1,111,800 and revenue adjustments in the amount of \$905,900.

[Exhibit A to Resolution No. 4712]

NOTICE

A public hearing will be held by the City Commission of Livingston, Montana, on December 6th, 2016, at 6:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on **Resolution No. 4710** entitled **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 \$1,111,800 AND REVENUE ADJUSTMENTS IN THE AMOUNT OF \$905,900 AND CALLING FOR A PUBLIC HEARING** by making amendments as follows:

Revenue Estimate Adjustments

Ref #	Description/Purpose	Account	Amount
1	Add'l Recreational Programs	1000.361020	18,000
2	Soccer Field Fieldhouse	2211.365050	710,400
3	Transfer to Close out West End SRF	2311.383006	8,500
4	Add'l CTEP View Vista Funding	4010.383006	19,000
5	RR Underpass - ROW Purchase Debt Issuance	4099.381070	150,000
Total			\$ 905,900

Appropriation Adjustments

Ref #	Description/Purpose	Account	Amount	Fund Reserves	Unanticipated Revenues	Unbudgeted Revenues
1	Fire Department Overtime Costs	1000.141.420401.120	(48,500)	x		
2	Add'l Recreation Program Expenses	1000.109.460449.110	(7,200)		x	
3	Soccer Field Fieldhouse	2211.000.411810.940	(710,400)		x	
4	2000 Fire Truck Paying Agent Fee	3003.160.490100.630	(350)	x		
5	Close out 1997 Fire Truck GOB Fund	3002.160.521000.822	(2,350)		x	
6	Transfer to Close out West End SRF	3200.160.521000.821	(8,500)		x	
6	Adjust Revolving Funds to Bonds Outstanding	3400.160.521000.822	(10,415)		x	
7	SID 179 Debt Service Budgeting Error - Add'l Interest	3550.170.490300.620	(2,670)	x		
8	SID 178 Paying Agent Fee	3950.170.490300.630	(350)	x		
9	Final Spray Park Payment	4010.000.460430.940	(68,950)	x		
10	Add'l CTEP View Vista Costs	4010.000.430240.914	(19,000)		x	
11	RR Underpass - ROW Purchase	4099.000.411850.940	(16,115)		x	
12	2016 Fire Truck Equipment Costs	4100.000.420460.940	(84,000)			x
13	Solid Waste Disposal Fees	5410.504.430840.396	(133,000)	x		
Total			(1,111,800)			

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

Resolution No. 4712

Amending the budget for Fiscal Year 2015-2016 by making appropriation adjustments in the amount of \$1,111,800 and revenue adjustments in the amount of \$905,900.

Backup material for agenda item:

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

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 "Borrower") hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO UP TO \$1,319,000 SEWER IMPROVEMENT REVENUE BOND ANTICIPATION NOTE (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2016; AUTHORIZING THE ISSUANCE THEREOF AND FIXING THE TERMS AND CONDITIONS OF THE BOND ANTICIPATION NOTE" (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 December 6, 2016 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 _____, 2016.

City Clerk

SUPPLEMENTAL BOND RESOLUTION

Relating to

UP TO \$1,319,000 SEWER IMPROVEMENT REVENUE BOND ANTICIPATION NOTE
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),
SERIES 2016

THE CITY OF LIVINGSTON, MONTANA

Dated December 6, 2016

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

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RESOLUTION NO. 4711

RESOLUTION RELATING TO UP TO \$1,319,000 SEWER IMPROVEMENT REVENUE BOND ANTICIPATION NOTE (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), SERIES 2016; AUTHORIZING THE ISSUANCE THEREOF AND FIXING THE TERMS AND CONDITIONS OF THE BOND ANTICIPATION NOTE

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

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

WHEREAS, the City of Livingston, Montana, a municipal corporation and a political subdivision of the State of Montana (the “Borrower”), has applied to the DNRC for a loan (the “Loan”) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for a portion of the costs of the 2017 Project (as hereinafter defined) which will carry out the purposes of the Clean Water Act; and

WHEREAS, the Borrower, pursuant to this Supplemental Resolution is authorized to issue revenue notes in an amount not to exceed the aggregate amount of \$1,319,000 to pay for a portion of the costs of making certain improvements to the Borrower’s sewer system (the “System”), such notes to be payable through Net Revenues of the System; and

WHEREAS, the DNRC has offered to make one or more permanent loans in the total principal amount of \$1,319,000 available to the Borrower to be issued in the future (the “Definitive Bonds”); and

WHEREAS, the Borrower will issue its Sewer Improvement Revenue Bond Anticipation Note (DNRC Water Pollution Control State Revolving Loan Program), Series 2016 (the “Series 2016 Note”), in the original aggregate principal amount of \$1,319,000 in advance of the issuance of the Definitive Bonds; and

WHEREAS, once the 2017 Project is complete, the Definitive Bonds will be issued in an amount equal in excess of the principal and interest outstanding on the Series 2016 Note; and

WHEREAS, the Borrower is authorized under applicable laws, ordinances and regulations to adopt this Supplemental Resolution, to authorize the issuance of the Definitive Bonds and to issue the Series 2016 Note to evidence the Loan for the purposes set forth herein; and

WHEREAS, the Borrower is authorized under applicable laws and regulations to adopt this Supplemental Resolution, to authorize the issuance of the Series 2016 Note to evidence the Loan for the purpose set forth herein; and

WHEREAS, the Series 2016 Note will be issued on a parity basis with the Borrower's outstanding (i) Sewer Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (ARRA) (the "Series 2009B Bonds"), (ii) Sewer System Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds"), and (iii) the loan through the Montana Board of Investments Intercap Program (the "Sewer Intercap Loan") payable from the Net Revenues (as defined below); and

WHEREAS, the Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2016 Note the net revenues to be derived from the operation of the System (the "Net Revenues"), including improvements, betterments or extensions thereof hereafter constructed or acquired, and the Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2016 Note and the useful life of the improvements financed or refinanced thereby will be more than sufficient to pay the principal and interest when due on the Series 2016 Note, and to create and maintain reasonable reserves therefor and to provide an allowance for replacement and depreciation, as herein prescribed.

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

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ARTICLE I
DEFINITIONS, RULES OF CONSTRUCTION, APPENDICES AND FINDINGS

Section 1.1. Definitions. In this Supplemental Resolution, unless a different meaning clearly appears from the context:

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

“Act” means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as heretofore and hereafter amended or supplemented.

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

“Authorized DNRC Officer” means the Director of the DNRC or his or her designee.

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

“Bonds” means the Series 2009B Bonds, the Series 2012 Bonds, the Sewer Intercap Loan, the Series 2016 Note, and any Additional Bonds.

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

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

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

“Closing” means the date of delivery of the Series 2016 Note to the DNRC.

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

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2016 Note. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Commitment Agreement” means a commitment letter between the Borrower and the DNRC, relating to the agreement of the DNRC to purchase the Definitive Bonds from the Borrower on certain terms and conditions.

“Committed Amount” means the amount of the Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Sections 3.2(b) and 3.4 of this Supplemental Resolution.

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

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

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

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

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

“Definitive Bonds” means the Borrower’s Sewer Improvement Revenue Bonds authorized to be issued by Section 9.7.

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

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

“Enabling Act” means Montana Code Annotated, Title 7, Chapter 13, Parts 44 and 45, and Section 7-7-109, as amended, which authorizes the Borrower to own and operate the 2017 Project, to undertake the 2017 Project and to issue the Series 2016 Note to finance costs of the 2017 Project.

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

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

“EPA Capitalization Grant” means a grant of funds to the State by the EPA under Title VI of the Clean Water Act and any grant made available by the EPA for deposit in the Revolving Fund pursuant to Section 205(m) of the Clean Water Act.

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

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

“Indenture” means the Indenture of Trust, dated as of May 1, 1998, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the Series 2016 Note are to be or have been issued.

“Interest Payment Date” means each January 1 and July 1 or such other dates as set forth in a Supplemental Resolution.

“Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the Committed Amount to provide funds to pay a portion of the costs of the 2017 Project.

“Loan Repayments” means periodic installments of principal and interest by the Borrower in repayment of the Series 2016 Note.

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

“Note Account” means the account within the Fund established pursuant to Section 10.2 of this Supplemental Resolution.

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

“Operating Expenses” means the current expenses, paid or accrued, of operation, maintenance and current repair of the System and its facilities, as calculated in accordance with sound accounting practices, and will include, without limitation, administrative expenses of the Borrower relating solely to the System, premiums for insurance on the properties thereof, labor and the costs of materials and supplies used for current operation and for maintenance, and charges for the accumulation of appropriate reserves for current expenses which are not recurrent but may reasonably be expected to be incurred in accordance with sound accounting practices, but does not include any allowance for interest expense or depreciation, renewals or replacements of capital assets of the System and will not include any portion of the salaries or wages to be paid to any officer or employee of the Borrower, except such portion as will represent compensation for the performance of duties necessary to the operation of the System.

“Original Purchaser” means, with respect any series of Bonds, the original purchaser or underwriter of such series of Bonds. The Original Purchaser of the Series 2016 Note is the DNRC.

“Original Resolution” means Resolution No. 3590, adopted by this Commission on December 6, 2004, as amended and supplemented by Resolution Nos 3754, 4078, 4104, and 4289, adopted by this Commission on June 19, 2006, October 19, 2009, April 5, 2010, and April 17, 2012, respectively.

“Payment Date” means July 1 or such other date as set forth in a Supplemental Resolution.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

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

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

“Rebate Account” means the account created in the Fund pursuant to Section 11.8 of the Original Resolution.

“Regulations” means the Treasury Department, Income Tax Regulations, as amended or any successor regulation thereto, promulgated under the Code or otherwise applicable to the Series 2016 Note.

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

“Reserved Amounts” means any undisbursed Committed Amount which will or may be required to pay any remaining costs of the 2017 Project upon completion thereof as provided in Section 3.4(a).

“Resolution” means the Original Resolution, as amended and supplemented by this Supplemental Resolution and other supplemental resolutions adopted pursuant to Article IX of the Original Resolution.

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

“Series 2016 Note” means the Borrower’s \$1,319,000 Sewer Improvement Revenue Bond Anticipation Note (DNRC Water Pollution Control State Revolving Loan Program), Series 2016, issued to the DNRC to evidence the Loan.

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

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

“State” means the State of Montana.

“State Act” means Montana Code Annotated, Title 75, Part 6, Chapter 2, as amended from time to time.

“Supplemental Resolution” means this Supplemental Resolution No. 4711 of the Borrower, adopted on December 6, 2016, adopted pursuant to Article IX of the Original Resolution.

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

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

“System” means the same as defined in the Original Resolution.

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

“2017 Project” means the facilities, improvements and activities financed, refinanced or the cost of which is being reimbursed to the Borrower with proceeds of the Loan, described in Exhibit A hereto.

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

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

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

Appendix A: a description of the 2017 Project;

Appendix B: the form of the Series 2016 Note; and

ARTICLE II AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1. Authorization and Findings.

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

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

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

(d) Outstanding Bonds. Pursuant to the Enabling Act and the Resolution, the Borrower has previously issued, and has outstanding, the Series 2009B Bond, the Series 2012 Bonds, and the Sewer Inter-cap Loan. The Series 2009B Bond, the Series 2012 Bonds, and the Sewer Inter-cap Loan are payable from Net Revenues of the System. No other bonds or indebtedness are outstanding that are payable from or secured by revenues of the System.

(e) Additional Parity Bonds. The Borrower reserved the right under Article XV of the Original Resolution to issue Additional Bonds payable from the Revenue Bond Account of the Fund on a parity as to both principal and interest with the outstanding Series 2009B Bond, the Series 2012 Bonds, and the Sewer Inter-cap Loan if the conditions of the Section 15.3 of the Original Resolution are satisfied. In no event shall any additional Bonds be issued and made payable from the Debt Service Account if the Borrower is then in default in any payment of principal of or interest on any outstanding Bonds payable therefrom, or if there then exists any deficiency in the balances required by the Original Resolution to be maintained in any of the accounts of the Fund, which will not be cured or restored upon the issuance of the additional Bonds. Based on a certificate executed or to be executed by the Mayor and the Administrative Services Director, or either of them, it is hereby determined that the Borrower is authorized to incur the Loan through the issuance of the Series 2016 Note as additional Bonds pursuant to Section 15.3 of the Original Resolution payable from and secured by the Net Revenues on a parity with the outstanding Amended Bonds to be repaid at maturity through the issuance of Definitive Bonds.

Section 2.2 Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

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

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own, construct and operate the 2017 Project, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Definitive Bonds and the Series 2016 Note in anticipation thereof and to carry out and consummate all transactions contemplated by the Resolution, the Definitive Bonds, the Series 2016 Note and the Collateral Documents; and

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

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under this Supplemental Resolution, the Definitive Bonds, the Series 2016 Note and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by this Supplemental Resolution, the Definitive Bonds, the Series 2016 Note, and the Collateral Documents or the validity and enforceability of this Supplemental Resolution, the Definitive Bonds, the Series 2016 Note and the Collateral Documents. If any such litigation should be initiated or threatened, the Borrower will forthwith notify in writing the DNRC, and will furnish the DNRC a copy of all documents, including pleadings, in connection with such litigation. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2017 Project, the Definitive Bonds, the Series 2016 Note, or any Collateral

Documents and the period for filing any such petition will have expired before issuance of the Series 2016 Note.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the issuance of the Definitive Bonds and the Series 2016 Note, and the execution and delivery of the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Definitive Bonds, the Series 2016 Note and the Collateral Documents and compliance by the Borrower with the provisions of the Resolution, the Definitive Bonds, the Series 2016 Note and the Collateral Documents:

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

(ii) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than the Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2016 Note and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms hereof or of the Definitive Bonds and the Series 2016 Note and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Supplemental Resolution, the Definitive Bonds, the Series 2016 Note and the Collateral Documents or for the 2017 Project, the financing or refinancing thereof or the reimbursement of the Borrower for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2016 Note or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) Binding Obligation. The Resolution, the Series 2016 Note and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(h) The 2017 Project. The 2017 Project consists and will consist of the facilities, improvements and activities described in Exhibit A, as such Exhibit A may be amended from

time to time in accordance with the provision of Article III of this Supplemental Resolution. The 2017 Project comprises facilities of a type that, as determined by the EPA, will facilitate compliance with the national primary sewer system regulations applicable to the 2017 Project or will otherwise significantly further the health protection objectives of the Clean Water Act.

The 2017 Project and the System each constitutes a “sewer system” within the meaning of the State Act and the Clean Water Act in that it is a sewer system, comprising collection, treatment, storage and distribution facilities for the provision to the public of sewer services, that serves not less than 15 service connections used by year-round residents of the area served by the 2017 Project or the System or regularly serves not less than 25 year-round residents.

(h) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the 2017 Project, the Borrower’s status as a Public Entity and Governmental Unit, its ability to own and operate the 2017 Project or the Borrower’s ability to perform its obligations under the Resolution, the Definitive Bonds, the Series 2016 Note and the Collateral Documents.

(i) Compliance With Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the 2017 Project or its status as a Public Entity and Governmental Unit; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the 2017 Project and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the 2017 Project and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the 2017 Project as presently conducted or the condition (financial or otherwise) of the 2017 Project or the Borrower’s ability to perform its obligations under the Resolution, the Series 2016 Note and the Collateral Documents.

(j) Outstanding Debt. The Borrower currently has the following bonds outstanding bonds payable solely from Net Revenues of the System: (i) the Series 2009B Bonds; (ii) the Series 2012 Bonds; and (iii) the Sewer Intercap Loan.

Section 2.3. Covenants.

(a) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the 2017 Project or any or all books and records of the Borrower relating to the 2017 Project.

(b) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under this Supplemental Resolution, the Series 2016 Note and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or

places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under this Supplemental Resolution, the Series 2016 Note and the Collateral Documents.

(c) 2017 Project Accounts. The Borrower shall maintain, or cause to be maintained, accounts relating to the 2017 Project in accordance with generally accepted government accounting standards.

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

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

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

ARTICLE III
USE OF PROCEEDS; THE 2017 PROJECT

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

(a) The Borrower shall apply the proceeds of the Loan solely to the financing, refinancing or reimbursement of the costs of the 2017 Project as set forth in Appendix A hereto and this Section 3.1. The Loan will be disbursed in accordance with Article IV hereof and Article VII of the Indenture. If the 2017 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2017 Project and expend the Series 2016 Note to pay the costs of completing the 2017 Project.

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

(c) Any debt to be refinanced with proceeds of the Loan was incurred after June 1, 1993 for a Project the construction or acquisition of which began after June 1, 1993. No proceeds of the Loan shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the Series 2016 Note from gross income for purposes of federal income taxation.

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

- (a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements whether the amendment would cause an increase or decrease in the cost of the 2017 Project, an increase or decrease in the amount of Loan proceeds which will be required to complete the 2017 Project and whether the change will materially accelerate or delay the construction schedule for the 2017 Project;
- (b) A written consent to such change in the 2017 Project by an Authorized DNRC Officer;
- (c) An Opinion or Opinions of Bond Counsel stating that the 2017 Project, as constituted after such amendment, is, and was at the time the Series 2016 Note were issued, eligible for financing under the State Act and is, and was at the time the Series 2016 Note was issued, eligible for financing under the State Act, such amendment will not violate the Enabling Act or the State Act and such amendment will not adversely affect the exclusion of interest on the Series 2016 Note or the Series 2016 Note from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

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

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

- (a) all construction of the 2017 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards;
- (b) all future construction of the 2017 Project will be done only pursuant to fixed price construction contracts, and the Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

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

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

(e) the iron and steel products used in the 2017 Project comply with the “American Iron and Steele” requirements of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as those requirements are further interpreted by applicable EPA guidance;

(f) the 2017 Project comprises a project of the type permitted to be financed under the Act, the State Act and the Program and Title IV of the Clean Water Act; and

(g) the Borrower will undertake the 2017 Project promptly after the Closing Date and will cause the 2017 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower; it is estimated by the Borrower that the 2017 Project will be substantially completed by September 30, 2018.

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

(a) Upon completion of the 2017 Project, the Borrower shall deliver to the DNRC a certificate stating that the acquisition and construction of the 2017 Project have been completed, stating the amount, if any, of the Reserved Amounts, and releasing the remaining amount, if any, of the Committed Amount. If any Reserved Amount is not later needed, the Borrower shall so inform the DNRC and release such amount. If Appendix A describes two or more separate projects as making up the 2017 Project, a separate completion certificate shall be delivered for each.

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

ARTICLE IV
THE LOAN

Section 4.1. The Loan; Disbursement of Loan. The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to \$1,319,000 (the “Committed Amount”) for the purposes of temporarily financing, refinancing or reimbursing the Borrower for a portion of the costs of the 2017 Project and paying costs of issuance on the Series 2016 Note; provided the DNRC shall not be required to loan any proceeds of the Series 2016 Note to the Borrower after December 31, 2017. The Committed Amount may be reduced as provided in Sections 3.2 and 3.4. The Loan shall be disbursed as provided in this Section 4.1. The DNRC intends to disburse the Loan through the Trustee.

(a) In consideration of the issuance of the Series 2016 Note by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the Loan upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the validity and enforceability of the Series 2016 Note and the security therefor and stating in effect that interest on the Series 2016 Note is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the Series 2016 Note, fully executed and authenticated;

(3) a certified copy of this Supplemental Resolution;

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

(5) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for the costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in (1) above, (A) that the acquisition or construction of the 2017 Project was begun no earlier than June 1, 1993 or the debt was incurred no earlier than June 1, 1993, (B) of the Borrower's title to the 2017 Project, (C) of the costs of such Project and that such costs have been paid by the Borrower, and (D) if such costs were paid before adoption of this Supplemental Resolution that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the Loan to be disbursed at Closing;

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

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

(c) For refinancings, a disbursement schedule complying with the requirements of the Clean Water Act shall be established by the DNRC and the Borrower at Closing. The Trustee shall disburse Loan amounts directly to the holder of the debt being refinanced according to such schedule. If the Borrower should repay all or a portion of the debt to be refinanced from other sources or should otherwise not need any portion of the Loan which was to have been used to refinance such debt, it shall inform the DNRC and the Trustee of such fact pursuant to Section 3.4(b) and a new disbursement schedule shall be drawn up by the DNRC. The DNRC shall obtain a receipt from the holder of the debt being refinanced for each disbursement made to pay or prepay a portion of such debt.

(d) If all or a portion of a Loan is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b) relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule

complying with the requirements of the Clean Water Act established by the DNRC and the Borrower at the Closing.

(e) Notwithstanding anything else provided herein, the Trustee shall not be obligated to disburse the Loan any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do “overmatching” pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its best efforts to obtain an acceleration of such schedule if necessary.

(f) Upon making each Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2016 Note.

(g) The Borrower agrees that any portions of the Loan representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Interest Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2016 Note and interest thereon shall accrue only from the date of transfer.

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

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

Section 4.3. Termination of Loan Term. The Borrower’s obligations under this Supplemental Resolution and the Collateral Documents shall terminate upon payment in full of all amounts due under the Series 2016 Note and this Supplemental Resolution; provided, however, that the covenants and obligations provided in Article VII and Section 11.4 hereof shall survive repayment of the Series 2016 Note.

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

ARTICLE V
REPAYMENT OF LOAN

Section 5.1. Repayment of Loan. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof, plus interest on the unpaid amounts lent at the rate of 1.25% per annum, in the manner provided for payment of the Series 2016 Note in Section 9.3 hereof.

Section 5.2. Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Supplemental Resolution and the Series 2016 Note and to perform its other agreements contained in this Supplemental Resolution, the Series 2016 Note and Collateral Documents

shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Supplemental Resolution and the Series 2016 Note, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2016 Note and the Collateral Documents, and (c) shall not terminate this Supplemental Resolution, the Series 2016 Note or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2017 Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Supplemental Resolution.

Section 5.3. Limited Liability. All payments of principal of and interest on the Loan and other payment obligations of the Borrower hereunder and under the Series 2016 Note shall be special, limited obligations of the Borrower payable solely out the proceeds of the Definitive Bonds and other funds in the Note Account, and shall not be payable out of any other revenues or assets of the Borrower. The obligations of the Borrower under this Resolution and the Series 2016 Note shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2016 Note, no funds or property of the Borrower other than proceeds of Definitive Bonds may be required to be used to pay principal of or interest on the Series 2016 Note, and no funds or property of the Borrower other than the proceeds of Definitive Bonds may be required to be used to pay principal of or interest, if any, on the Series 2016 Note.

ARTICLE VI
OTHER AGREEMENTS OF BORROWER

Section 6.1. Maintenance of Project; Other Agreements. Upon completion of the 2017 Project, the 2017 Project will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall comply with all agreements and requirements of the DNRC, DEQ, and the USDA-RD and any and all other state or federal agencies providing funds for the 2017 Project.

Section 6.2. Maintenance of Existence; Merger. Consolidation. Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under this Supplemental Resolution, the Series 2016 Note and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under this Supplemental Resolution, the Series 2016 Note and the Collateral Documents, (b) such action does not violate the Act or the Clean Water Act and does not adversely affect the exclusion of interest on the Series 2016 Note or the Series 2016 Note from gross income for federal income tax purposes, and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 6.2.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the 2017 Project or any portion thereof to any Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the 2017 Project, unless the provisions of (a) and

(b) of the preceding paragraph are satisfied and the Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer.

Section 6.3. Covenants Relating to the Tax-Exempt Status of the Series 2016 Note.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2016 Note or any other funds of the Borrower, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or would otherwise cause the interest on the Series 2016 Note to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the Series 2016 Note or any other obligations of the DNRC in an amount related to the amount of the Loan or the portion of the Loan derived directly or indirectly from proceeds of the Series 2016 Note.

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

(d) Any portion of the 2017 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the Loan, be owned by the Borrower and not by any other Person. Any portion of the 2017 Project being financed shall be acquired by and shall, during the term of the Loan, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2017 Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted hereunder and if such organization agrees with the DNRC to comply with Sections 2.2(f), 2.2(g) and this Section 6.3 and if the DNRC receives an Opinion of Bond Counsel to the effect that such transfer will not violate the Act or the Clean Water Act or adversely affect the exclusion of interest on the Series 2016 Note from gross income or purposes of federal income taxation. In addition, except as otherwise provided herein or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the 2017 Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Clean Water Act.

(e) At the Closing of the Loan the DNRC will, if necessary, obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the “Arbitrage Rebate Instructions”). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the Series 2016 Note or any Additional Bonds (except Additional Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the Loan Term it will not contract with or permit any Private Person to manage the 2017 Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an opinion of Bond Counsel to the effect that the

execution and delivery of such management contract will not violate the Act or the Clean Water Act or adversely affect the exclusion of interest on the Series 2016 Note from gross income or purposes of federal income taxation.

(g) The Borrower may not lease the 2017 Project or any portion thereof to any Person other than a Nonexempt Person which agrees in writing with the Borrower and the State not to cause any Default to occur under this Supplemental Resolution, provided the Borrower may lease all or any portion of the 2017 Project to a Nonexempt Person pursuant to a lease which in the Opinion of Bond Counsel delivered to the DNRC will not cause the interest on the Series 2016 Note to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2017 Project if (i) such change will violate the Clean Water Act, or (ii) so long as the Series 2016 Note are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the Series 2016 Note for federal income tax purposes.

Section 6.4. Compliance with Resolution. The Borrower will hold the Fund as a trust fund, separate and apart from all of its other funds, and the Borrower, its officers and agents, will comply with all covenants and agreements contained in the Resolution.

Section 6.5. Construction of 2017 Project. The Borrower will do all acts and things necessary to enforce the provisions of the construction contracts and bonds and to ensure the completion of the 2017 Project for the benefit of the Borrower in accordance with the plans and specifications and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the Fund and within the amount of the proceeds of the Series 2016 Note appropriated thereto.

ARTICLE VII INDEMNIFICATION OF DNRC AND DEQ

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

ARTICLE VIII ASSIGNMENT

Section 8.1. Assignment by Borrower. The Borrower may not assign its rights and obligations under this Supplemental Resolution or the Series 2016 Note, except as provided in Section 6.2.

Section 8.2. Assignment by DNRC. The DNRC will pledge its rights under and interest in this Supplemental Resolution, the Series 2016 Note and the Collateral Documents (except to the extent

otherwise provided in the Indenture) as security for the payment of the Series 2016 Note and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 8.3. Refunding Bonds. In the event the Series 2016 Note and Additional Bonds are refunded by bonds which are not Additional Bonds, all references in this Supplemental Resolution to Series 2016 Note and Additional Bonds shall be deemed to refer to the refunding bonds and any bonds of the Borrower on a parity with such refunding bonds (together, the “Refunding Bonds”) or, in the case of a crossover refunding, to the Series 2016 Note and Additional Bonds and the Refunding Bonds. In the event the Series 2016 Note is refunded by an issue of Additional Bonds, all references in this Supplemental Resolution to the Series 2016 Note shall be deemed to refer to such Additional Bonds or, in the case of a crossover refunding, both the Series 2016 Note and such Additional Bonds.

ARTICLE IX
THE SERIES 2016 NOTE

Section 9.1. Authorization; Authorization of Definitive Bonds; Series 2016 Note. Under the provisions of the Enabling Act, the Borrower is authorized to issue and sell its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the construction, improvement, betterment and extension of the 2017 Project or to refund its revenue bonds issued for such purpose; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by the undertaking or from special assessments levied in respect of improvements thereto, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the undertaking to the Borrower.

Pursuant to the Enabling Act and for the purpose of financing certain costs of the 2017 Project, the Borrower is authorized to issue the Series 2016 Note in the aggregate principal amount of \$1,319,000. This City Commission hereby finds, determines and declares that all conditions precedent to the offering for sale of the Definitive Bonds in the aggregate principal amount of at least \$1,319,000 exist and the Borrower has applied for and received a commitment for a loan of funds from the DNRC. Pursuant to Section 7-7-109 of the Enabling Act, the Borrower is thus authorized to issue its bond anticipation note in anticipation of the issuance of the Definitive Bonds. It is hereby determined to be in the best interests of the Borrower to issue and sell the Series 2016 Note to finance temporarily costs of the 2017 Project.

It is hereby found and determined to be necessary and expedient for the Borrower to authorize the issuance of the Definitive Bonds, and such issuance is hereby authorized and approved, in the principal amount of \$1,319,000 or such amount thereof as may be required to provide funds, with other available funds in the Note Account, to pay principal of and interest on the Series 2016 Note upon the maturity or earlier redemption thereof.

Section 9.2. Issuance and Sale of the Series 2016 Note. The Borrower has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2016 Note to evidence the Loan. The Series 2016 Note is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-13-2329.

Section 9.3. Terms. The Borrower shall forthwith issue the Series 2016 Note in the maximum principal amount of \$1,319,000. The Series 2016 Note shall be dated as of the date of its delivery. Upon each disbursement of the Series 2016 Note proceeds, the DNRC shall enter the amount advanced on Schedule A attached to the Series 2016 Note under “Advances” and the total amount advanced under the Resolution, including such disbursement, under “Total Amount Advanced.” The Series 2016 Note shall

be lettered and numbered R-1 and shall mature, subject to redemption as herein provided, on July 1, 2018 (the "Stated Maturity"), and shall bear interest from the date of each disbursement of the principal of the Series 2016 Note at 1.25% per annum. Principal then disbursed and interest thereon shall be payable on the Stated Maturity or earlier date of redemption, if any. The principal of and interest on the Series 2016 Note shall be payable in lawful money of the United States of America by the Finance Director of the Borrower (the "Registrar") to the DNRC, the registered owner of the Series 2016 Note, at its address as it appears in the Note Register of the Borrower.

To obtain a disbursement of a portion of the principal of the Series 2016 Note to pay costs of the 2017 Project, the Borrower shall submit simultaneously to the DNRC a signed request for disbursement on the form or forms prescribed by the DNRC, with all attachments required by such form or forms. The DNRC will notify the Borrower whether the signed request warrants a disbursement under the Series 2016 Note. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All disbursements of proceeds will be made to the Borrower only upon proof that cost was incurred. If all or a portion of a disbursement of principal of the Series 2016 Note is made to reimburse the Borrower for Project costs paid by it prior to the date of issuance of the Series 2016 Note, the Borrower shall present on such issuance date the items required by the above provisions of this Section 9.3 relating to such costs. Upon making each disbursement of principal, the DNRC shall note such disbursement on Schedule A to the Series 2016 Note. The Borrower's obligations under this Supplemental Resolution shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under this paragraph shall commence only upon the first disbursement by the DNRC of proceeds of the Series 2016 Note.

The Series 2016 Note shall be subject to redemption in whole but not in part, on any date, at the principal amount thereof plus accrued interest, without premium. Not less than 15 days before the date specified for redemption thereof, the Borrower or the Registrar shall mail notice of the redemption to the registered owner thereof at the address as it appears on the registration books of the Note Register.

Section 9.4. Negotiability, Transfer and Registration. The Series 2016 Note shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC. While so registered, principal of and interest on the Series 2016 Note shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1625 Eleventh Avenue, Helena, Montana 59620-2301 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2016 Note shall be negotiable, subject to the provisions for registration and transfer contained in this section. No transfer of the Series 2016 Note shall be valid unless and until (1) the holder, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2016 Note, and (2) the Registrar, as Bond Registrar, has duly noted the transfer on the Series 2016 Note and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The Borrower and the Registrar shall be entitled to deem and treat the person in whose name the Series 2016 Note is registered as the absolute owner of the Series 2016 Note for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower's liability upon such Bond to the extent of the sum or sums so paid.

Section 9.5. Execution and Delivery. The Series 2016 Note shall be executed on behalf of the Borrower by the manual signatures of the Chairman, City Commission, City Manager and Finance Director. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2016 Note. In the event that any of the officers who shall have signed the Series 2016 Note shall cease to be officers of the Borrower before the Series 2016 Note are issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2016 Note may be signed by an authorized

official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2016 Note shall be delivered to the DNRC, or its attorney or legal representative.

Section 9.6. Form. The Series 2016 Note shall be prepared in substantially the form attached as Appendix B.

Section 9.7. Commitment Agreement; Issuance of Definitive Bonds; Security for Series 2016 Note. The Borrower will observe and perform all of its obligations and duties under and do all acts and things as may be necessary or appropriate to satisfy the terms and conditions of the Commitment Agreement and all other regulations and requirements of the DNRC and the DEQ relating to such loan and the receipt of the proceeds therefrom to the end that such loan may be closed and the Definitive Bonds issued and delivered in evidence thereof on or before the stated maturity of the Series 2016 Note to the extent necessary to pay principal thereof and interest thereon when due.

The Series 2016 Note shall be payable solely from and secured by the proceeds of the Definitive Bonds and other revenues pledged and appropriated and from time to time credited to the Note Account. The Series 2016 Note is issued in anticipation of the proceeds to be received upon the sale and issuance of the Definitive Bonds authorized by Section 9.1 and to be issued and sold by the Borrower prior to the stated maturity of the Note to refund the principal amount thereof then outstanding and interest accrued thereon. The Series 2016 Note is not secured by a reserve account.

The Borrower hereby covenants and agrees for the benefit from time to time of the owners of the Series 2016 Note that on or before the stated maturity of the Series 2016 Note, it will authorize, issue and sell the Definitive Bonds to the DNRC or another Person to refund the Series 2016 Note if other funds of the Borrower are not available and sufficient therefor. In the event the Borrower is unable to sell the Definitive Bonds herein authorized, the owners of the Series 2016 Note shall be entitled, at their option, to exchange the Series 2016 Note for one or more Definitive Bonds, amortized in semiannual installments over a 30-year period and bearing interest at a rate equal to two and one-half percent (2.50%) per annum, on a par-for-par basis, subject to such other or additional conditions as the holder of the Series 2016 Note may then, in its sole and absolute discretion, require.

The Definitive Bonds shall be payable from the Net Revenues from operations of the System to be authorized by a subsequent resolution fixing the terms and conditions of the Definitive Bonds, and shall be secured by a reserve account in the Fund. The Borrower hereby covenants and agrees that, upon issuance of the Definitive Bonds, it will (i) establish a reserve account in the Fund and shall cause the balance therein to equal the reserve requirement for the Definitive Bonds, and (ii) covenant to pledge Net Revenues from the operations of the System, in an amount of at least the aggregated principal amount of the Definitive Bonds, on the terms and conditions as shall be specified in a subsequent resolution fixing the terms and conditions of the Definitive Bonds.

So long as the Series 2016 Note is outstanding and unpaid, the Borrower will not incur, guarantee or assume any indebtedness (apart from the Definitive Bonds) without the prior written consent of the DNRC.

ARTICLE X
THE SEWER SYSTEM FUND

Section 10.1. Fund. There was established pursuant to the Original Resolution the “Sewer System Fund,” which shall be maintained on the books and records of the Borrower separate and apart

from all other funds of the Borrower. Within the Fund there shall be maintained two separate accounts, designated as the “Construction Account” and the “Note Account.”

Section 10.2. Construction Account. Upon the delivery of the Series 2016 Note, the proceeds of the Series 2016 Note shall be credited to the Construction Account and be applied to the payment of costs of the 2017 Project, including costs of issuance of the Series 2016 Note. Any earnings on investment of money in the Construction Account shall be retained therein. All costs and expenses of constructing the 2017 Project or any part thereof, including costs of issuance of the Series 2016 Note and any of the bonds and other incidental costs of the 2017 Project, including accrued interest, if any, on the Series 2016 Note and the Definitive Bonds, shall be paid from time to time as incurred and allowed from the Construction Account in accordance with the provisions of this Supplemental Resolution, and money in the Construction Account shall be used for no other purpose; provided that upon completion of the 2017 Project and after all claims and expenses with respect to the 2017 Project have been fully paid and satisfied, any money remaining in the Construction Account shall be transferred to the Note Account or, as appropriate, to the debt service accounts securing repayment of the Definitive Bonds.

Section 10.3. Note Account. The Borrower hereby irrevocably appropriates to the Note Account, to the extent required to pay principal of or interest on the Series 2016 Note: (a) proceeds of the Series 2016 Note to be applied to pay interest on the Series 2016 Note or otherwise not applied to pay costs of the 2017 Project, (b) the proceeds of the Definitive Bonds authorized to be issued pursuant to this Supplemental Resolution, (c) investment income on funds held in the Note Account; and (d) such other money as shall be appropriated to the Note Account from time to time.

Section 10.4. Deposit and Investment of Funds. The finance officer of the Borrower shall cause all money appropriated to the Fund to be deposited as received with one or more depository banks duly qualified in accordance with the provisions of Montana Code Annotated, Section 7-6-201, in a deposit account or accounts. The balance in such accounts, except such portion thereof as shall be guaranteed by federal deposit insurance, shall at all times be secured to its full amount by bonds or securities of the types set forth in said Section 7-6-201. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Fund as defined and authorized in this Supplemental Resolution; except that money from time to time on hand in the Fund may at any time, in the discretion of the governing body of the Borrower, be invested in securities which are direct, general obligations of, or obligations the prompt payment of the principal of and the interest on which is fully and unconditionally guaranteed by, the United States of America, bank repurchase agreements with respect to such obligations, certificates of deposits of national banks having a combined capital and surplus of at least \$1,000,000 or in the Montana short-term investment program administered by the Board of Investments, which investments mature and bear interest at the times and in the amounts estimated to be required to provide cash when needed for the purposes of the respective accounts. Income received from the deposit or investment of moneys in said accounts shall be credited to the account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys in that account.

ARTICLE XI
TAX MATTERS

Section 11.1. Use of 2017 Project. The 2017 Project will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2017 Project or the System or security for the payment of the Series 2016 Note

which might cause the Series 2016 Note to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code

Section 11.2. General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2016 Note that it will not take or permit to be taken by the Borrower or any of their officers, employees or agents any action which would cause the interest on the Series 2016 Note to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2016 Note will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 11.3. Arbitrage Certification. The Chairman, City Commission, City Manager and Finance Director, being among the officers of the Borrower charged with the responsibility for issuing the Series 2016 Note pursuant to this Supplemental Resolution, are authorized and directed to execute and deliver to the DNRC a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2016 Note, it is reasonably expected that the proceeds of the Series 2016 Note will be used in a manner that would not cause the Series 2016 Note to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 11.4. Arbitrage Rebate Exemption.

(a) The Borrower hereby represents that the Series 2016 Note qualifies for the exception for small governmental units to the arbitrage rebate provisions contained in Section 148(f) of the Code. Specifically, the Borrower represents:

(1) Substantially all (not less than 95%) of the proceeds of the Series 2016 Note (except for amounts to be applied to the payment of costs of issuance) will be used for local governmental activities of the Borrower.

(2) The aggregate face amount of all “tax-exempt bonds” (including warrants, contracts, leases and other indebtedness, but excluding private activity bonds) issued by or on behalf of the Borrower and all subordinate entities thereof during 2016 is reasonably expected not to exceed \$5,000,000. To date in 2016, the Borrower has issued no such tax-exempt bonds, except its General Obligation Bonds, Series 2016, in the original aggregate principal amount of \$750,000.

(b) If notwithstanding the provisions of paragraph (a) of this Section 11.4, the arbitrage rebate provisions of Section 148(f) of the Code apply to the Series 2016 Note, the Borrower hereby covenants and agrees to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

Section 11.5. Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than February 15, 2017, a statement concerning the Series 2016 Note containing the information required by Section 149(e) of the Code.

Section 11.6. “Qualified Tax-Exempt Obligation”. Pursuant to Section 265(b)(3)(B)(ii) of the Code, the Borrower hereby designates the Series 2016 Note as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Borrower has not designated any obligations in 2016 other than the Series 2016 Note under Section 265(b)(3). The Borrower hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income

taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the Borrower and all “subordinate entities” of the Borrower in 2016 in an amount greater than \$10,000,000.

ARTICLE XII
CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2016 Note under the Program pursuant to which the State issues from time to time Series 2016 Note to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell Series 2016 Note or to provide continuing disclosure in respect of Series 2016 Note, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the President and the Secretary of the Borrower to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XIII
MISCELLANEOUS

Section 13.1. Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources
and Conservation
1625 Eleventh Avenue
P. O. Box 201601
Helena, Montana 59620-1601
Attn: Conservation and Resource Development Division

Trustee: U.S. Bank National Association
c/o Corporate Trust Services
1420 5th Avenue, 7th floor
Seattle, Washington 98101
Attn: Corporate Trust Department

Borrower: City of Livingston
 James Bennett, Chair
 414 East Callender Street
 Livingston, Montana 59047

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

Section 13.2. Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 13.3. Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 13.4. Amendments. This Supplemental Resolution may not be effectively amended without the written consent of the DNRC.

Section 13.5. Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the internal laws of the State.

Section 13.6. Captions: References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution. References to Articles and Sections are to the Articles and Sections of this Supplemental Resolution, unless the context otherwise requires.

Section 13.7. No Liability of Individual Officers, Directors or Employees. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the Loan.

Section 13.8. Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2016 Note, shall not be Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2016 Note.

Section 13.9. Right of Others To Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10%) from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2017 Project or the facility or

facilities of which the 2017 Project is a part or any other facility which is a part of the 2017 Project in order to effectuate the purposes of this Section.

Section 13.10. Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2016 Note and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2016 Note, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 13.11. Effective Date. This Supplemental Resolution shall take effect immediately. Passed and adopted this 6th day of December , 2016.

CITY OF LIVINGSTON, MONTANA

James Bennett, Chairman

ATTEST:

City Clerk

APPENDIX A

Description of the 2017 Project

The design and engineering costs to improve the System.

APPENDIX B

[Form of the Series 2016 Note]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF PARK

CITY OF LIVINGSTON

SEWER IMPROVEMENT REVENUE BOND ANTICIPATION NOTE
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2016

No. R-1

\$1,319,000

<u>Maturity</u>	<u>Date of Original Issue</u>
July 1, 2018	December 20, 2016

REGISTERED OWNER: DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
OF THE STATE OF MONTANA

PRINCIPAL AMOUNT: ONE MILLION THREE HUNDRED NINETEEN THOUSAND AND
NO/100 DOLLARS

FOR VALUE RECEIVED, THE CITY OF LIVINGSTON, MONTANA (the "Borrower"), a political subdivision of the State of Montana, acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, but solely out of the Note Account (the "Note Account") in its Sewer System Fund (the "Fund"), the principal sum equal to the sum of the amounts entered on Schedule A hereto under "Total Amount Advanced," on the maturity date specified above, with interest on each such amount from the date the amount is advanced hereunder at the rate of 1.25% per annum on the amount advanced, until all principal and interest thereon is paid or discharged, all subject to the provisions hereof relating to the redemption of this Note before maturity. Interest shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. The interest hereon and the principal hereof are payable in lawful money of the United States of America to the registered owner of this Note as it appears in the Note Register of the Borrower. Capitalized terms used herein without definition shall have the meanings given them in the Resolution (as hereinafter defined).

Upon each disbursement of proceeds of this Note, the Holder shall enter the amount advanced on Schedule A attached hereto under "Advances" and the total amount advanced under the Resolution, including such disbursement, under "Total Amount Advanced."

This Note is one in number and comprises all of a duly authorized issue of bond anticipation notes of the Borrower in the maximum authorized principal amount of \$1,319,000 (the "Series 2016 Note") issued pursuant to, and in anticipation of the issuance by the Borrower of its Sewer Improvement Revenue Bonds (the "Definitive Bonds"), authorized to be issued under Resolution No. 4711 adopted by the Board of Directors of the Borrower on December 6, 2016 (the "Resolution"), to which Resolution, copies of which are on file with the Borrower, reference is hereby made for a description of the nature and extent of the security for the Series 2016 Note, the conditions under which the Resolution may be amended and the rights of the Holders of the Series 2016 Note. The Series 2016 Note is issued to finance

temporarily costs of the architectural and engineering costs of certain sewer system improvements (the "Project") and to pay costs of issuance of the Series 2016 Note. The Series 2016 Note is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 13, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower. The Series 2016 Note is issuable only as a single, fully registered note.

This Series 2016 Note is payable from and secured by the Net Revenues of the operations of the System pledged to the Note Account in the Fund (the "Note Account"), including the proceeds of the Definitive Bonds, which the Borrower has covenanted to issue and sell prior to the maturity of this Series 2016 Note in an amount sufficient, with other funds on hand, to pay the principal hereof and interest hereon.

The Borrower may redeem on any date, in whole but not in part, the unpaid principal of this Note at a price equal to the principal amount to be redeemed plus interest accrued to the date of redemption, without premium. Notice of any such prepayment will be mailed by the Borrower not less than 15 days prior to the date specified for payment, to the registered holder of this Note at its address as it appears on the Note Register maintained by the Registrar.

The Borrower has designated this Series 2016 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended.

The Borrower and the Registrar may deem and treat the person in whose name this Series 2016 Note is registered as the absolute owner hereof, whether this Series 2016 Note is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Borrower nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower has duly authorized and will forthwith undertake the 2017 Project described in the Resolution; that the Borrower has covenanted to sell and issue its Sewer Improvement Revenue Bonds at or prior to the maturity of this Note, either to the DNRC or otherwise pursuant to the Act and the Resolution in a principal amount necessary to provide funds sufficient, together with any money on deposit in the Note Account and available therefor, to pay in full the principal of and interest on this Note at maturity; that if this Note is not paid in full at maturity, the owner hereof may require the Borrower to issue, in exchange for the Series 2016 Note, on a par-for-par basis, one or more of such Sewer Improvement Revenue Bonds maturing over a 30-year term and bearing interest at a rate equal to 2.50% per annum, subject to such other or additional conditions as the holder of this Series 2016 Note may then, in its sole and absolute discretion, require; that all provisions for the security of the Holder of this Series 2016 Note set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2016 Note a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that the issuance of the Series 2016 Note does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Livingston, Park County, State of Montana, by its Chairman, City Commission, City Manager and Finance Director has caused this Series 2016 Note to be executed on its behalf by the signature of the President and the Secretary, and has caused this Series 2016 Note to be dated as of this 20th day of December, 2016.

Chairman, City Commission

Interim City Manager

Finance Director

REGISTRATION AND TRANSFER

This Series 2016 Note shall be fully registered as to both principal and interest. No transfer of this Series 2016 Note shall be valid unless and until (1) the registered holder of the Series 2016 Note, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Series 2016 Note, and (2) the Finance Director of the City of Livingston, Montana, as note registrar (the "Registrar"), has duly noted the transfer on the Series 2016 Note and recorded the transfer on the Registrar's registration books. The Borrower and the Registrar shall be entitled to deem and treat the person in whose name this Series 2016 Note is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Series 2016 Note shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Series 2016 Note to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Series 2016 Note and the interest accruing thereon is registered on the books of the City of Livingston, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of Note Registrar
December 20, 2016	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

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

The Finance Director of the City of Livingston, Montana, acting as Note Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Series 2016 Note to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name and Address of Registered Holder	Name of New Signature of Note Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____ the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the Note on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatsoever.

Backup material for agenda item:

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

Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution No.

Date of First Consideration / Status: December 6, 2016

Purpose of Legislation: To authorize the City Manager to sign the enclosed Change Order P-1 for the Livingston WRF Upgrades – SBR Equipment Procurement Contract pending final execution of the Contract, and USDA’s formal Concurrence to CO P-1.

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

Background: The City of Livingston (the “City”) is pre-procuring an SBR Equipment package for the Water Reclamation Facility Upgrade. The City wished to obtain a proposal for inclusion of high efficiency blowers in the equipment package, rather than standard efficiency blowers that were included in the original bid. The proposal for high efficiency blowers has been received and analyzed by the project engineer, and is recommended for approval as a change order due to the lower Net Present Value cost of the high efficiency blower package, reduced carbon dioxide emissions, and reduced noise and vibration. The Interim City Manager is ready, willing and able to execute the document upon the Commission’s authorization.

Fiscal Impact:

- Future annual electricity cost savings: \$14,000.00 (per year - approx.)
- Increase in contract price: \$82,235.00
- Total Adjusted Contract Price: \$1,108,252.00

Regulatory Impact (local): N/A.

Attachments: Change Order with Cover Letter and Recommendation for Approval from AE2S.

RESOLUTION NO. 4713

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN THE CHANGE ORDER WITH XYLEM WATER SOLUTIONS USA, INC. FOR EQUIPMENT AND COMPONENTS NECESSARY FOR THE INCREASED EFFICIENCY OF WATER RECLAMATION FACILITY UPGRADES.

WHEREAS, the City selected Xylem Water Solutions USA, Inc., to provide equipment and components necessary for the Water Reclamation Facility upgrades, and the project engineers have identified a change in equipment, specifically the blowers, that would provide the City with an increased upfront cost of \$82,235.00 but an annual energy savings of approximately \$14,000.00; and

WHEREAS, a proposed Change Order setting forth the proposed change with the increase in price and the estimated annual savings have been provided and are awaiting the Livingston City Commission’s approval, which documents are collectively attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City Manager and Xylem Water Solutions USA, Inc. are ready and willing to fully execute the change order upon the Livingston City Commission’s approval.

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

The City Manager is hereby authorized to execute the Change Order, which document is included in and are collectively attached hereto and incorporated herein as Exhibit A.

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

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

COURTNEY LAWELLIN
Interim City Attorney

November 30, 2016

To the Chairman and Commissioners
of the Livingston Board of City Commission
c/o Lisa Lowy, Interim City Manager
414 East Callender Street
Livingston, MT 59047

Re: Recommendation for Approval of Change Order No. P-1 for the Livingston WRF Upgrades – SBR Equipment Procurement Contract

Dear Ms. Lowy:

AE2S recommends the approval of the enclosed Change Order P-1 for the Livingston WRF Upgrades – SBR Equipment Procurement Contract (Contract) pending final execution of the Contract, and USDA's formal Concurrence to CO P-1. Please refer to the *Description of Changes, Benefits of Rotary Screw Blowers, and Changes to the Contract* for further information when reviewing this change order. Additionally, please find the enclosed memorandum summarizing the status of the Contract.

If acceptable, please move for and approve the requested commission action. In the event the Change Order is approved for execution, AE2S will work with City staff to fully execute the Change Order upon the completion of the contingent action items.

Requested Commission Action:

Move to approve the Final Execution of Change Order P-1 to the Livingston WRF Upgrades – SBR Equipment Procurement Contract, pending the final execution of said Contract and receipt of USDA's formal concurrence to aforementioned Change Order P-1.

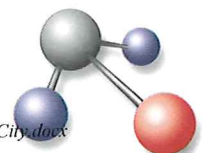
Description of Changes:

1. Credit for removing original blower package (three 150 hp rotary lobe blowers) from the Contract.
 - The amount Credited is equal to the cost of the original "Blower Package" from the Bid Form.
 - Price Change: (\$258,152.00)
2. Debit for providing the new rotary screw blower package (three 100 hp rotary screw blowers).
 - Rotary screw blowers are more energy efficient than the rotary lobe blowers that were included in the Base Bid of the SBR Equipment Procurement bidding documents.
 - The Bid form did include a bid alternate line item to solicit a competitive bid price for rotary screw blowers. Xylem chose not to provide a price for this bid alternate at the time of bidding.

- Due to the City's interest to optimize efficiency and minimize energy consumption, upon Award of the Contract, AE2S requested Xylem provide a rotary screw blower proposal so that a cost-benefit analysis (CBA) could be completed.
 - The cost of the higher-efficiency blower package is \$455,430.00. The other responsive Bidder's price for this alternate line item was \$519,766.00. This price comparison further supports the result of the original bid scoring matrix which identified Xylem as providing the highest value.
However, the blowers proposed in this Change Order have integrated variable frequency drives (VFD), enabling elimination of a motor control center from the bidder's scope, providing additional savings as outlined in Item 4, below.
 - Price Change: \$455,430.00
3. Provide two interlacing aeration grids in each SBR basin main-react zone.
- The design clarification is provided at no additional charge in order to better meet the regulatory requirements of the MDEQ Circular 2 Design standards.
 - Price Change: \$0.00
4. Credit for removing Motor Control Center (MCC) from scope of supply of Contract and instead install all motor starters for the mixers and pumps, along with VFDs for the decanters, inside the SBR Control Panel.
- Because the rotary screw blowers have integrated VFDs, there is no need for Xylem to provide a dedicated MCC for the SBR Equipment.
 - Price Change: (\$115,043.00)

Benefits of Rotary Screw Blowers

- Xylem provided blower data for both rotary lobe and rotary screw blower packages.
 - The average efficiency of the rotary screw blowers is approximately 15% higher than that of the rotary lobe blowers (75% versus 60%).
 - The increased energy efficiency of the rotary screw blowers has the following estimated benefits:
 - Reduce CO₂ emissions by 1,782 metric-tons over the design life of the project.
 - Save approximately \$14,000 per year in electricity costs.
 - This rotary screw blower alternative is \$154,000.00 less expensive than the rotary lobe alternative, assuming a 25-yr net present value basis.
- Rotary screw blowers are also significantly quieter and produce less vibration than rotary lobe blowers. This will be a tangible benefit for the new Control Building which will house the new blowers.



Changes to the Contract:

- Change in Contract Price:
 - Credit for removing original blower package: - \$258,152.00
 - Debit for providing the new rotary screw blower package: + \$455,430.00
 - Credit for removing MCC from scope of supply: - \$115,043.00
 - Total Price Increase: \$82,235.00
 - **Adjusted Contract price: \$1,108,252.00**

- Change in Contract Times:
 - Time adjustments: No Change
 - Substantial Completion: As Outlined in Agreement
 - Final Completion: As Outlined in Agreement

As discussed previously, once this equipment has been delivered to the project site, all expenditures included in this Change Order will be eligible for reimbursement from the State Revolving Fund Loan which the City is in the process of securing.

We sincerely appreciate the opportunity to provide professional engineering services to the City of Livingston and look forward to the successful completion of the Livingston WRF Upgrades design. Should you have any questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,

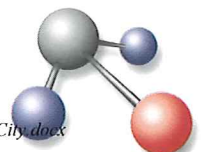
AE2S



Scott L. Buecker, PE
Project Manager

Encl.: Change Order P-1
Status Update for the Livingston WRF Upgrades – SBR Equipment Procurement Contract.

C: Shannon Holmes, Public Works Director – City of Livingston
Dan Emter, Water Reclamation Plant Foreman – City of Livingston
Jessie Hogg, Finance Officer – City of Livingston
Jerry Paddock, P.E., Environmental Engineer – Montana DEQ
Karen Bucklin Sanchez, P.E., State Engineer – USDA-RD: Montana State Office



November 30, 2016

Shannon Holmes
City of Livingston Public Works Director
330 Bennett St.
Livingston, MT 59047

Re: Status Update for the Livingston WRF Upgrades – SBR Equipment Procurement Contract

Dear Mr. Holmes:

The status of the Livingston WRF Upgrades – SBR Equipment Procurement Contract (Contract) is still waiting to receive final concurrence from USDA-Rural Development.

Prior to final execution, USDA-RD must complete a two-part concurrence checklist; however, in order for USDA-RD to complete this checklist and issue their final concurrence, the following actions must be completed:

1. Xylem's Surety must coordinate with and receive the necessary "Appointment" from the Office of the Montana State Auditor.
 - o This task is the crux of the delay in obtaining the final concurrence by the USDA-RD. To our disappointment, after many weeks of communications with Xylem, Xylem's Surety, USDA-RD, and the Office of the Montana State Auditor, we have come to learn that little progress has been made. So far, nothing indicates that obtaining the necessary Appointment should be troublesome for Xylem's surety. Simply, the written commitments we have received from Xylem and Xylem's Surety have not been carried through. We have asked for an explanation from Xylem/Xylem's Surety as to what the delay is and requested that obtaining the Appointments by Friday, December 2, 2016 become top priority.
2. The City of Livingston's Interim City Attorney must review the Contract documents and sign the Certificate of Owner's Attorney.
 - o This certificate was forwarded to the Interim City Attorney on November 23, 2016, along with all other contract documents provided by Xylem Water Solutions USA, Inc. AE2S has reviewed the contract documents and, with the exception of the missing "Appointments," recommends approval. The City Attorney was asked to begin her review with the understanding from USDA-RD that the Surety's "Appointments" are soon expected.

Upon completion of this list and the subsequent receipt of USDA-RD's final concurrence, AE2S will work with City Management to fully execute the Contract per the minutes of the City Commission Meeting held September 27.

We sincerely enjoy working for the City of Livingston on this critical project. If you have any questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,

AE2S



Scott L. Buecker, PE
Project Manager

Date of Issuance: November 30, 2016

Effective Date: _____

Project: <i>Livingston WRF Upgrades</i>	Buyer: <i>City of Livingston, MT</i>	Buyer's Contract No.:
Contract: SBR Equipment Procurement Contract		Date of Contract:
Seller: Water Solutions USA, Inc.		Engineer's Project No.: P05613-2015-001

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

Item	Description	Cost Adjustment
1	Blowers: A) Credit for deleting original blower package from the Contract.	(\$258,152.00)
2	Blowers: B) Debit for providing the new Rotary Screw blower package:	\$455,430.00
3	Aeration Grid Layout: Provide two interlacing aeration grids (similar to layout shown in attached schematic) in each SBR basin main-react zone.	\$0.00
4	Motor Control Center (MCC): Credit for removing MCC from scope of supply of SBR Equipment Procurement Contract and provide all motor starters for the mixers and pumps, along with VFDs for the decanters, inside the SBR Control Panel. VFDs for Blowers are provided integral to the units provided in Line Item 2, above.	(\$115,043.00)
Total Net Change - CO P-1		\$82,235.00

Attachments: 1) Proposed Change Order to *Livingston WRF Upgrades - SBR Equipment Procurement Contract* 2) Blower
 Package Scope of Supply 3) Aeration
 Grid Layout Schematic

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days	
\$ <u>\$1,026,017.00</u>	Substantial completion (days or date):	<u>As Outlined in Agreement</u>
	Ready for final payment (days or date):	<u>As Outlined in Agreement</u>
[Increase] [Decrease] from previously approved Change Orders	[Increase] [Decrease] from previously approved Change Orders	
No. N/A to No. N/A :	No. N/A to No. N/A :	
\$ <u>\$0.00</u>	Substantial completion (days):	<u>0</u>
	Ready for final payment (days):	<u>0</u>
Contract with [Increase] [Decrease] from previously approved Change Orders	Contract Times prior to this Change Order:	
\$ <u>\$1,026,017.00</u>	Substantial completion (days or date):	<u>As Outlined in Agreement</u>
	Ready for final payment (days or date):	<u>As Outlined in Agreement</u>
[Increase] [Decrease] of this Change Order	[Increase] [Decrease] Time of this Change Order:	
\$ <u>\$82,235.00</u>	Substantial completion (days or date):	<u>0</u>
	Ready for final payment (days or date):	<u>0</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:	
\$ <u>\$1,108,252.00</u>	Substantial completion (days or date):	<u>As Outlined in Agreement</u>
	Ready for final payment (days or date):	<u>As Outlined in Agreement</u>

RECOMMENDED: By: <u><i>Scott J. Baile</i></u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Buyer (Authorized Signature)	ACCEPTED: By: _____ Seller (Authorized Signature)
Date: <u>11/30/2016</u>	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	_____	Date: _____



Xylem Water Solutions USA, Inc.

Sanitaire Products

9333 N. 49th Street

Brown Deer, WI 53223

Tel (414) 365-2200 Fax (414) 365-2210

TO: AE2S; City of Livingston
ATTN: Scott Buecker, Brian Viall, and Charles Hauptert
DATE: November 29, 2016
SUBJECT: Change Order to Notice of Award Dated 9/27/2016 for Livingston WRF Upgrades SBR Equipment Procurement Contract (Engineer's Project No. P05613-2015-001)

Dear Mr. Buecker, Mr. Viall, and Mr. Hauptert,

Thank you for the opportunity to work with you on the Livingston WRF SBR project. We are looking forward to making it a successful one.

Per our discussions, we would like to offer the following alternate equipment to replace equipment currently included with our proposal. Notice of Award for \$1,026,017.0 includes Base Bid plus Alternates 14,15,16,20. The proposed changes listed below sum up to a total adder of \$82,235.0 and bring the bid total to \$1,108,252.0

Breakdown of adders and debits is as follows:

1. Blowers

In place of the proposed three (3) 150 PD blowers, we are proposing three (3) Rotary Screw blowers, 100 HP each.

Credit for deleting original PD blower package:	(-\$258,152.0)
Debit for the new RS blower package:	\$455,430.0



Xylem Water Solutions USA, Inc.

Sanitaire Products

9333 N. 49th Street

Brown Deer, WI 53223

Tel (414) 365-2200 Fax (414) 365-2210

2. Aeration Grid Layout

In place of a single grid in each ICEAS main-react zone, we are proposing two interlacing grids in each main-react zone. This change is offered free of charge per our conference call dated 11/22/2016.

3. Motor Control Center

Since the Rotary Screw blowers come with built-in VFDs, we propose removing the MCC from our scope of supply and instead providing motor starters for the mixers and pumps, and VFDs for the decanters, inside our control panel.

Credit for Removing the MCC from our scope and providing all motor starters and VFDs in our control panel: (-\$115,043.0)

We look forward to your response. Please feel free to contact us with any questions.

Thank you,

Irina Gokhman

Senior Sales Engineer

Xylem Water Solutions USA – Sanitaire Products

E-mail: Irina.Gokhman@xyleminc.com

Office: 414-365-2760

CO P-1 Attachment 2:
Blower Package Scope of Supply

Scope of Supply

Equipment	Qty.
Item 001: Rotary Screw Blower – ZS75PVCA	3
<ul style="list-style-type: none"> - ZS75PVCA, air cooled, oil free positive displacement rotary screw blower featuring: <ul style="list-style-type: none"> o The first air compressors TÜV-certified as "oil-free" (ISO 8573-1 CLASS 0) o NEMA Premium efficient 460V TEFC drive motor <ul style="list-style-type: none"> ▪ Motor Winding RTD's & Space Heater o Rotary screw element for pulsation free air o Integrated Variable Frequency Drive (Per Spec) Item 003 <ul style="list-style-type: none"> ▪ No need for separate 480 Wiring to controls drive and motor ▪ No need for installation of Communications Wiring ▪ No need to install drive in separate location o Integrated Elektronikon Controller <ul style="list-style-type: none"> ▪ No need for separate 480 Wiring to controls drive and motor ▪ CAN Communication protocol Standard ▪ MkV Gateway & Protocol converter for Ethernet/IP Communication (Per Spec) ▪ Speed and Pressure control Loops o Full noise silencing canopy for 80 dB(A) noise level o Integrated Gear-Box (No Belts) o Integrated air intake filter <ul style="list-style-type: none"> ▪ 12" Inlet Flange Conversion o Integrated discharge air relief valve o Integrated discharge silencer o Oil-Circuit Components (Internal to enclosure) o Check Valve (Internal to enclosure) o Base Frame w/ Forklift Slots - Testing (Per Spec) <ul style="list-style-type: none"> o ISO 1217 Performance Test Report (unwitnessed) - Freight 	

Equipment	Qty.
Item 002: Field Installed Accessories	3
<ul style="list-style-type: none"> - ZS Screw Blower Options for all Blowers - Field Mounted Accessories <ul style="list-style-type: none"> o ZS75PVCA <ul style="list-style-type: none"> ▪ (1) 12" Endustra P09 Inlet filter silencer: 5,150 CFM Capacity (Alternative to parts Required by Spec) Higher capacity filters reduce piping sizes and cost. ▪ (1) 12" Inlet Expansion Joint (General Rubber 1101) (Alternative to parts Required by Spec) ▪ (1) 8" Discharge Expansion Joint (General Rubber 1101) (Alternative to parts Required by Spec) ▪ (1) 8" Discharge Isolation Valve ▪ (1) TCI HGP Harmonic Filter (Per Spec to meet IEEE 519 if required) <ul style="list-style-type: none"> • Capacitor disconnect (Per Spec) • Thermal Overload Protection (Per Spec) ▪ Spare Parts (Per Spec) <ul style="list-style-type: none"> • (1) Coupling Element per blower (Alternative to parts Required by Spec) • (2) Spare Filters per blower • (1) Oil Filter Element per blower - Start-up & Training for all blowers (Per Spec) <ul style="list-style-type: none"> o 1 trip for (2) days to verify installation & 3 hours of operations testing per unit <ul style="list-style-type: none"> ▪ Flow and pressure reading to be recorded every 30 minutes during operation testing o 1 trip for (1) day for 8 hours of classroom and demonstration training. o 1 trip within 1 year for post evaluation / inspection and training 	

CLARIFICATIONS

1. Installation, piping, elbows, spool pieces, piping hardware, piping gaskets, anchor bolts, housekeeping pads, and wiring to be provided by others.
2. Blower design is direct drive. Exception taken to any references of belt driven equipment.
3. 2.01.D.8 – Exception taken to section 44 11 33 as it was not provided for review during the time of this quote.
4. 2.01.F.3 – Rotors are vendor standard cast iron grade GGG40, machined, coated with Teflon, and Teflon Graphite & baked.
5. 2.01.K – The oil status of the machine is accessible through the GUI on the machine controller with protections and alarms to prevent machine damage from insufficient oil lubrication.
6. 2.02.A.7 – The secondary filter elements within the blower enclosure are mounted horizontally to prevent dirt from falling into the machinery.
7. 2.02.D.2 – Motor is D-Flange Mounted to the element with adjustable support foot for its direct drive application.
8. 2.02.D.7 – Variable speed drive rated motors are protected by the parameters of the unit controller which do not let the motor exceed its limits. 1.0 SF motors are vendor standard.
9. 2.02.D.8 – Motor Winding RTD's provide readings to the unit controller for thermal protection. Thermostats will not be provided
10. 2.02.F & G – Unit is direct drive coupled and does not use V-belts, however coupling components meet service factor requirements of this portion of the specification.
11. 2.02.I – Machine blow off valve releases within the machine enclosure which dampens noise and is placed before the discharge silencer.
12. 2.02.K.1.a – Elektronikon unit controller includes navigational buttons to navigate the color display. The controller is not suitable for outdoor installation.
13. 2.02.K.1.I.ii – Motor controller fault not available due to drive being internal to these particular ZS units.
14. 2.02.K.4.f & g – Enclosure temperature not necessary for these units due to monitoring of temperature on all critical internal components, and system pressure not available.
15. 2.02.K.5 – The ZS unit controller is a vendor standard microcontroller. Each of these units are quoted with the standard CAN communications protocol. A converter for Ethernet/IP communication protocol is included in Accessory options.
16. 2.02.M.3 – The ZS units require side access for maintenance and cannot be stacked side by side.
17. 2.02.M.4.a – Enclosure panels will be power coated Atlas Copco standard grey RAL7011.
18. 2.02.M.4.h – The ZS blower has a single sump with a single drain located at the oil reservoir within the enclosure.
19. 2.02.N.3.b – The internal drive disconnect is the main contactor controlled by the Elektronikon unit controller. Fuses if used would need to be installed upstream of the unit by others.
20. 2.02.N.3.e. – The drive communicates only with the Elektronikon unit controller via a serial cable.
21. 2.02.N.4 – Each unit will only require a single feed as the controller is powered from a branch circuit prior to the VFD contactor.
22. 2.02.N.5 – Vendor Standard drive is manufactured by WEG.
23. 2.02.P.12 – We are proposing Endustra P09 Filter silencer model to meet these requirements for the ZS75PVCA.

24. 3.01.D & E – Installation reference to spec section 46 05 01 and division 26 is regarded as work to be completed by others and not considered in this quote.

25. 3.02.A.2 – Field testing for Performance evaluation is not applicable due to the requirements of a controlled environment. The units can be set to perform all task required to meet setpoints and provide air as necessary. If extra equipment is required to take readings it is to be provided by others.

26. 3.02.A.3 – Sections 01 45 00, 01 77 00, & 46 05 01 have not been provided for the quotation of this project and are being taken exception to.

27. 3.03.A - Section 01 91 00 has not been provided for the quotation of this project and is being taken exception to.

NOTE: AE2S interprets this to mean field testing will be provided to verify operation at required set-points. Air piping will have pressure and air-flow instrumentation to take required readings.

Performance at Operating Point

Livingston Condition 1

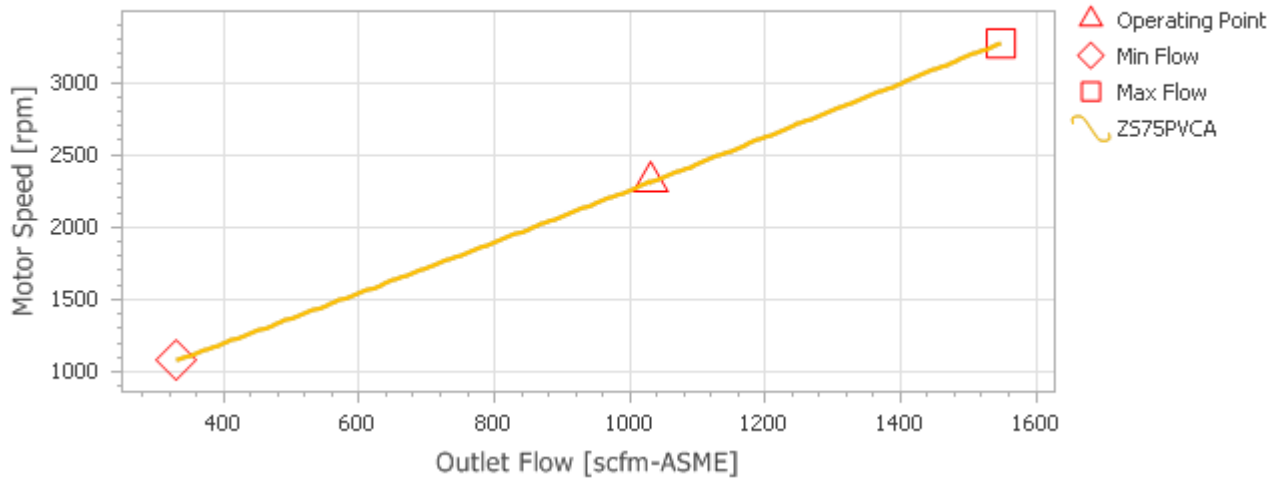
Date Thursday, November 17, 2016

Range

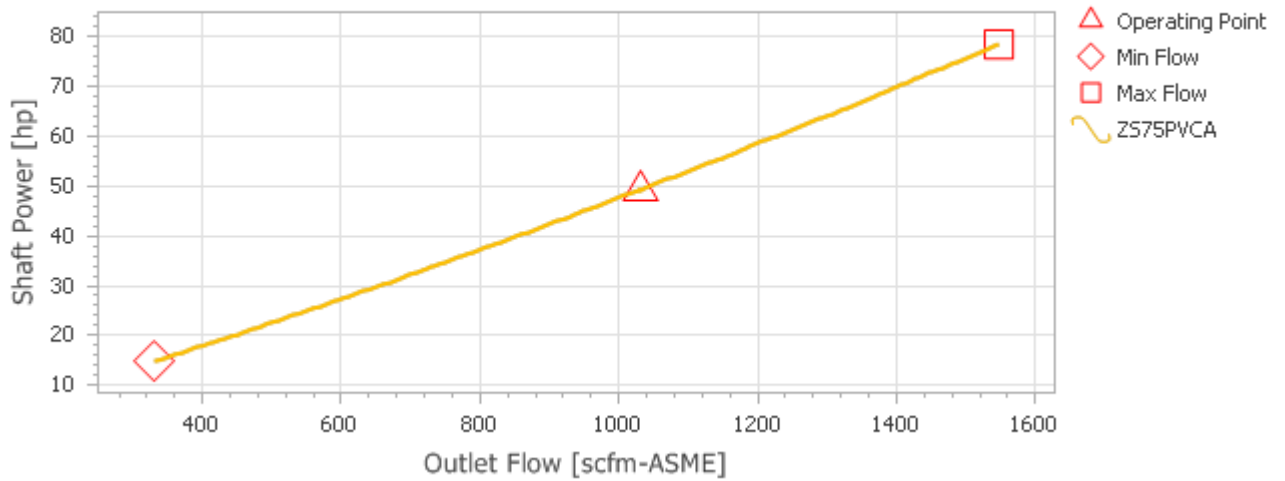
ZS 75+ VSD with electrical cubicle

		ZS75PVCA without aftercooler	ZS75PVCA without aftercooler	ZS75PVCA without aftercooler
		Operating point	Min Flow at Pressure	Max Flow at Pressure
Customer Conditions				
Process gas		AIR	AIR	AIR
Cooling medium		AIR	AIR	AIR
Network frequency				
Barometric pressure	PSI	12.32	12.32	12.32
Inlet temperature	°F	100	100	100
Relative humidity	%	0	0	0
Inlet gas density	kg/m ³	.952	.952	.952
Reference Conditions				
Pressure	PSI	14.5	14.5	14.5
Temperature	°F	68	68	68
Relative humidity	%	0	0	0
Tolerance				
Flow +/-	%	0	0	0
Model Performance				
Discharge pressure BeforeCheckValve	PSI	8.8	8.8	8.8
Delivered flow	scfm-ASME	1030	330.79	1546.91
Shaft power	hp	49	15	78
Specific energy	J/l	60	56	64
Motor speed	rpm	2312	1082	3272
Stage adiabatic eff.	%	81	86	76

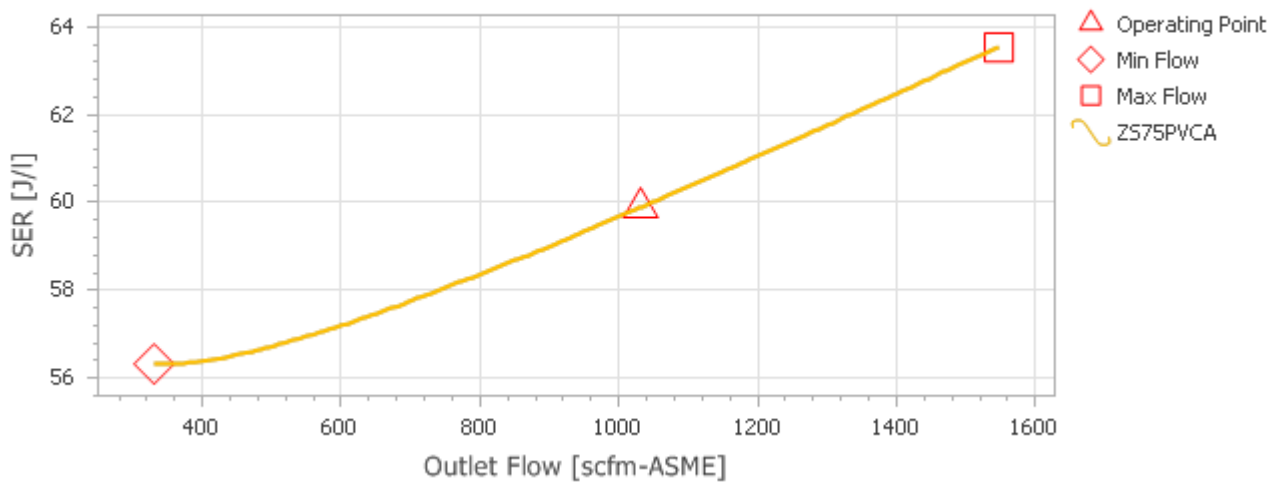
Motor Speed vs Outlet Flow

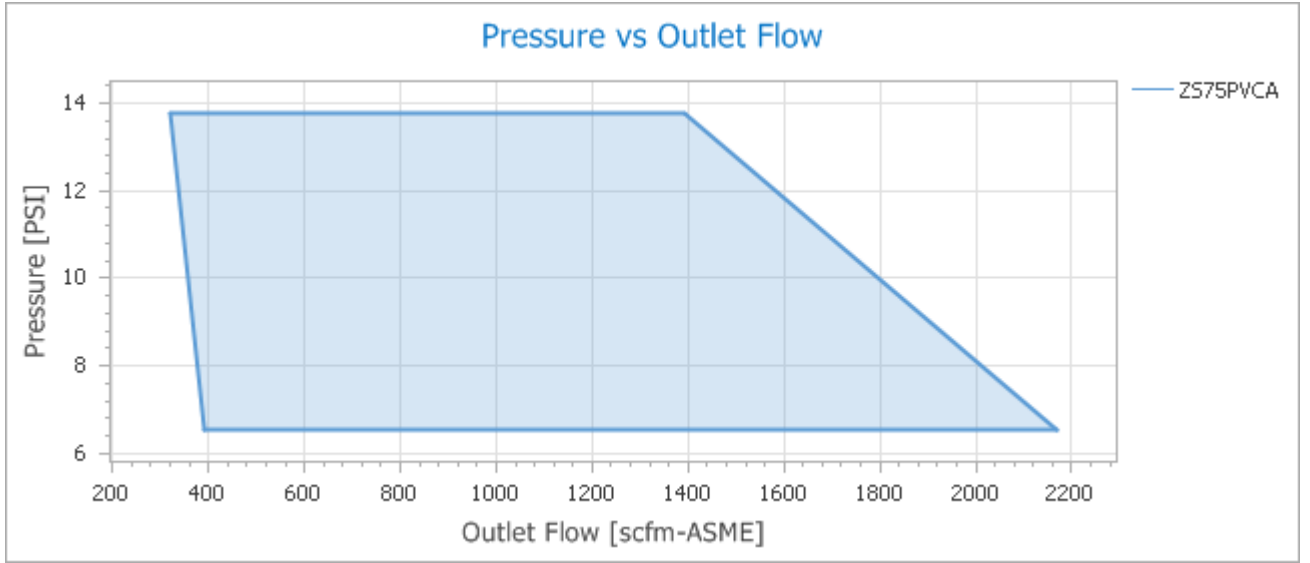


Shaft Power vs Outlet Flow



SER vs Outlet Flow





Performance at Operating Point

Livingston Condition 2

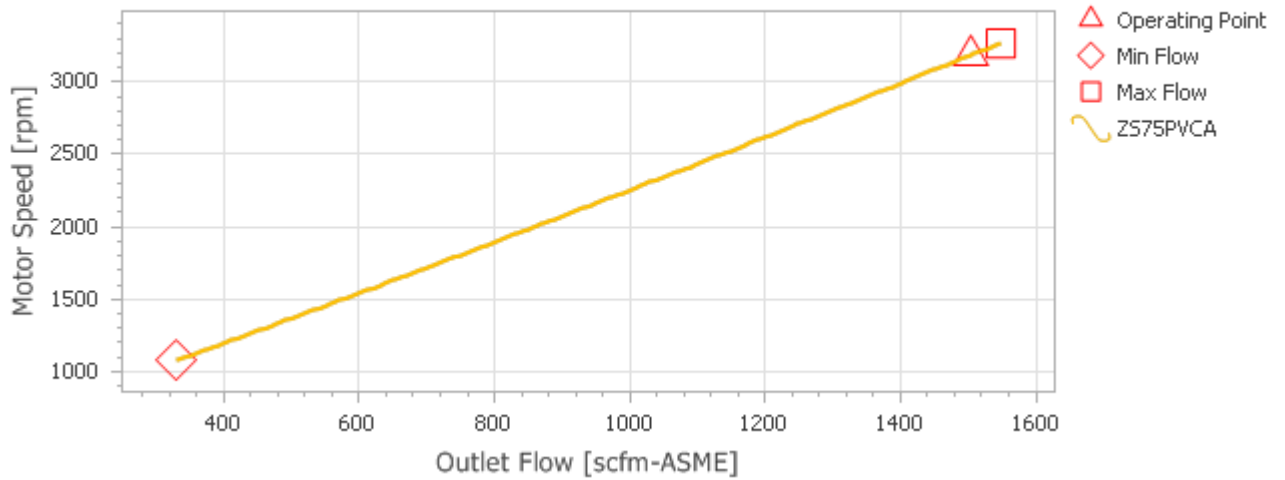
Date Thursday, November 17, 2016

Range

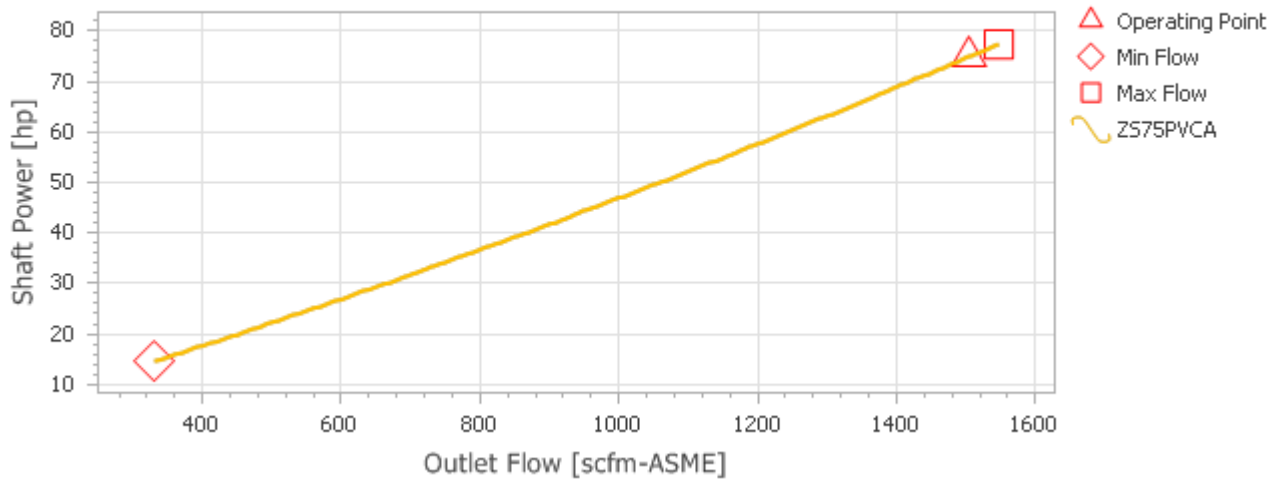
ZS 75+ VSD with electrical cubicle

		ZS75PVCA without aftercooler	ZS75PVCA without aftercooler	ZS75PVCA without aftercooler
		Operating point	Min Flow at Pressure	Max Flow at Pressure
Customer Conditions				
Process gas		AIR	AIR	AIR
Cooling medium		AIR	AIR	AIR
Network frequency				
Barometric pressure	PSI	12.32	12.32	12.32
Inlet temperature	°F	100	100	100
Relative humidity	%	0	0	0
Inlet gas density	kg/m ³	.952	.952	.952
Reference Conditions				
Pressure	PSI	14.5	14.5	14.5
Temperature	°F	68	68	68
Relative humidity	%	0	0	0
Tolerance				
Flow +/-	%	0	0	0
Model Performance				
Discharge pressure BeforeCheckValve	PSI	8.8	8.8	8.8
Delivered flow	scfm-ASME	1505	330.79	1546.91
Shaft power	hp	75	15	77
Specific energy	J/l	62	55	63
Motor speed	rpm	3191	1079	3270
Stage adiabatic eff.	%	78	88	77

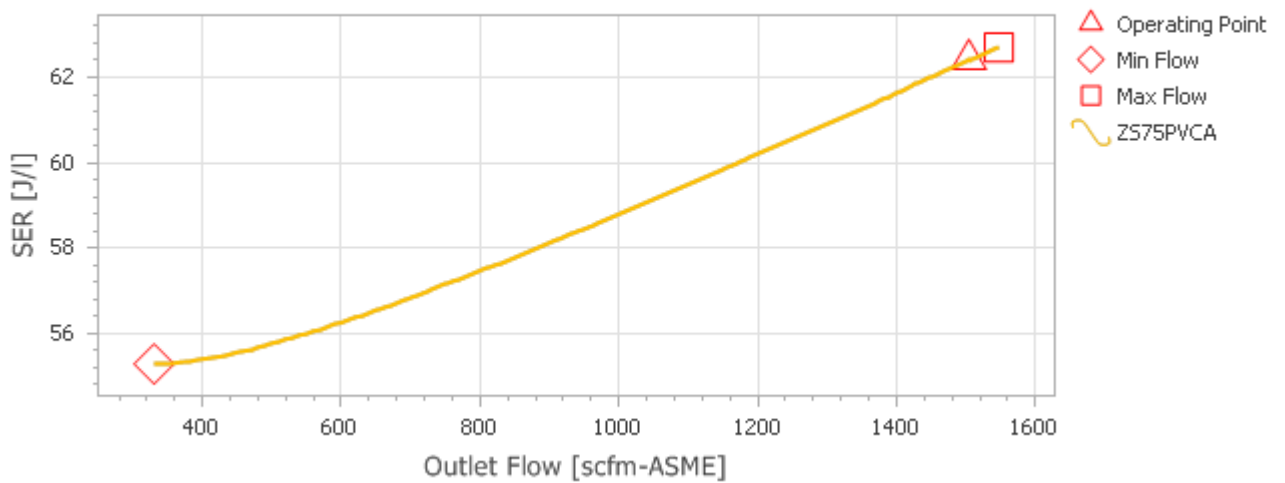
Motor Speed vs Outlet Flow

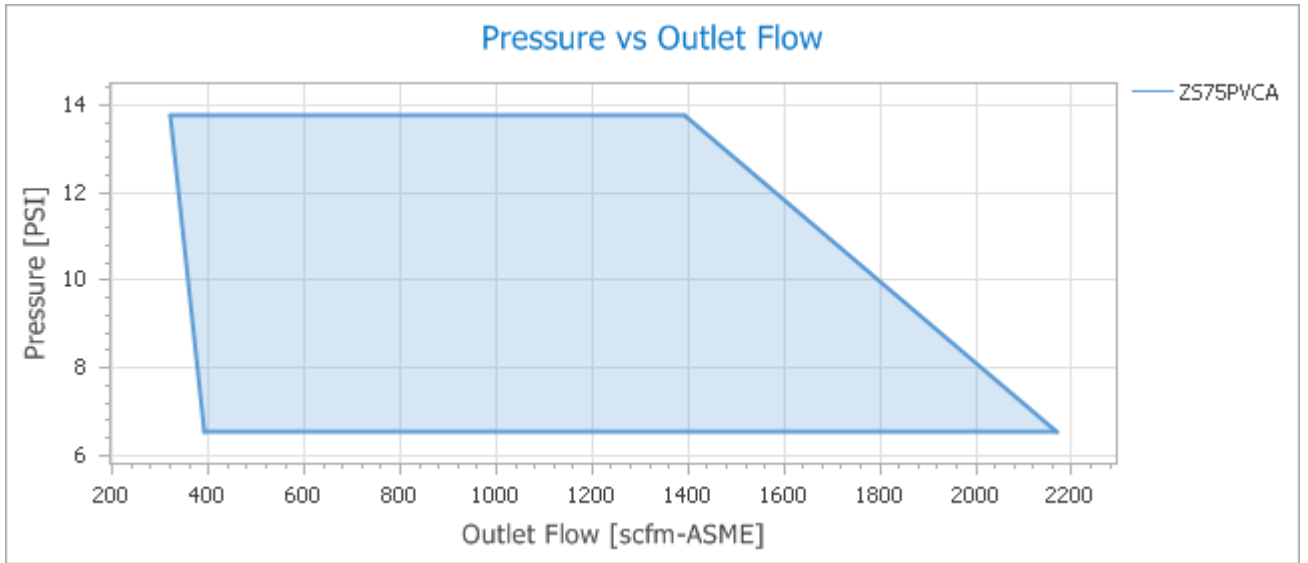


Shaft Power vs Outlet Flow



SER vs Outlet Flow





Performance at Operating Point

Livingston Condition 3

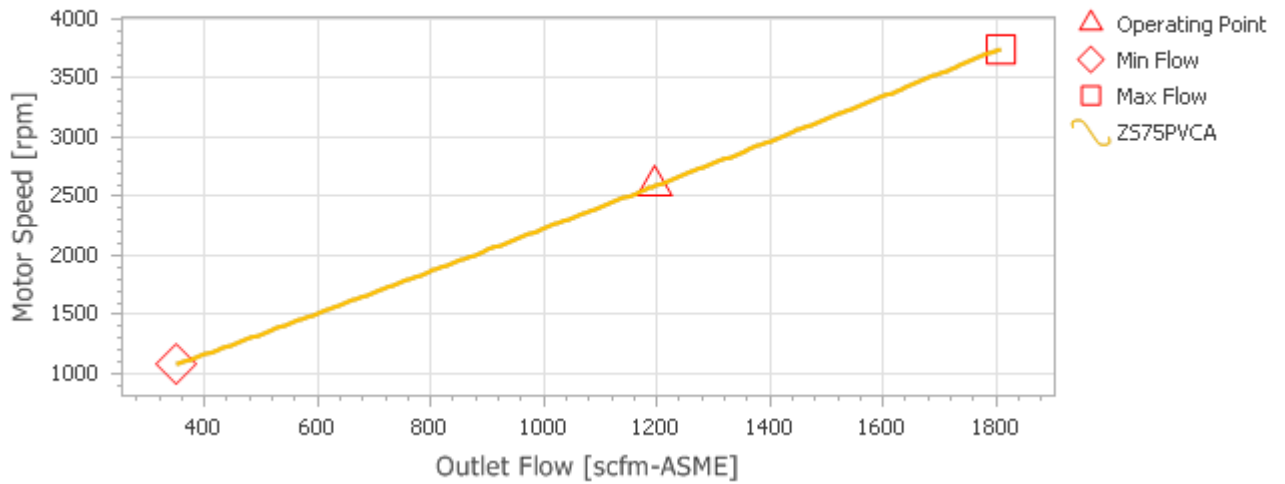
Date Thursday, November 17, 2016

Range

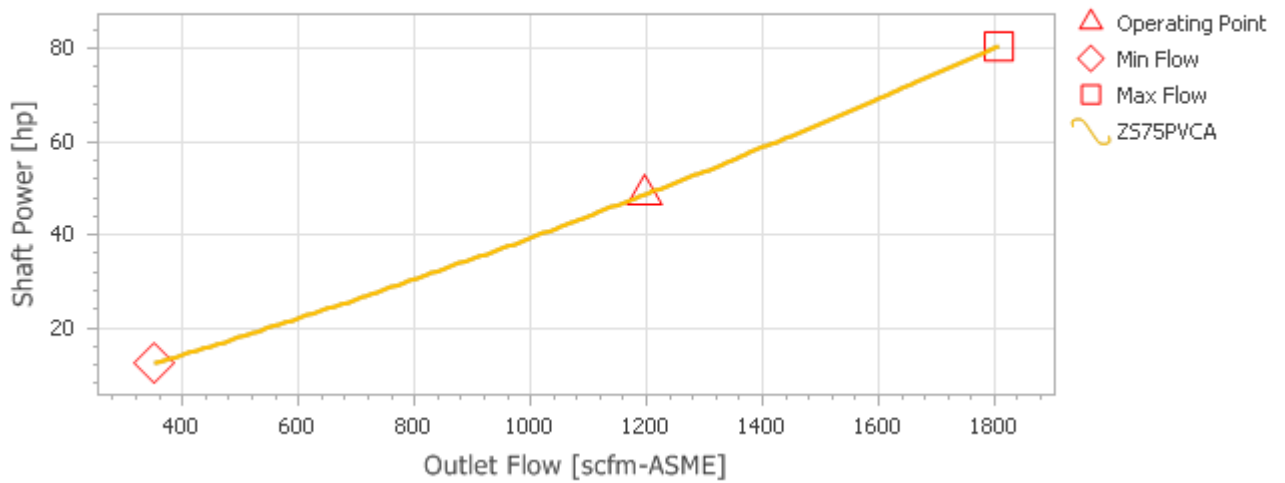
ZS 75+ VSD with electrical cubicle

		ZS75PVCA without aftercooler	ZS75PVCA without aftercooler	ZS75PVCA without aftercooler
		Operating point	Min Flow at Pressure	Max Flow at Pressure
Customer Conditions				
Process gas		AIR	AIR	AIR
Cooling medium		AIR	AIR	AIR
Network frequency				
Barometric pressure	PSI	12.32	12.32	12.32
Inlet temperature	°F	100	100	100
Relative humidity	%	0	0	0
Inlet gas density	kg/m ³	.952	.952	.952
Reference Conditions				
Pressure	PSI	14.5	14.5	14.5
Temperature	°F	68	68	68
Relative humidity	%	0	0	0
Tolerance				
Flow +/-	%	0	0	0
Model Performance				
Discharge pressure BeforeCheckValve	PSI	6.97	6.97	6.97
Delivered flow	scfm-ASME	1196	351.19	1806.93
Shaft power	hp	49	12	81
Specific energy	J/l	51	44	56
Motor speed	rpm	2589	1080	3748
Stage adiabatic eff.	%	78	90	71

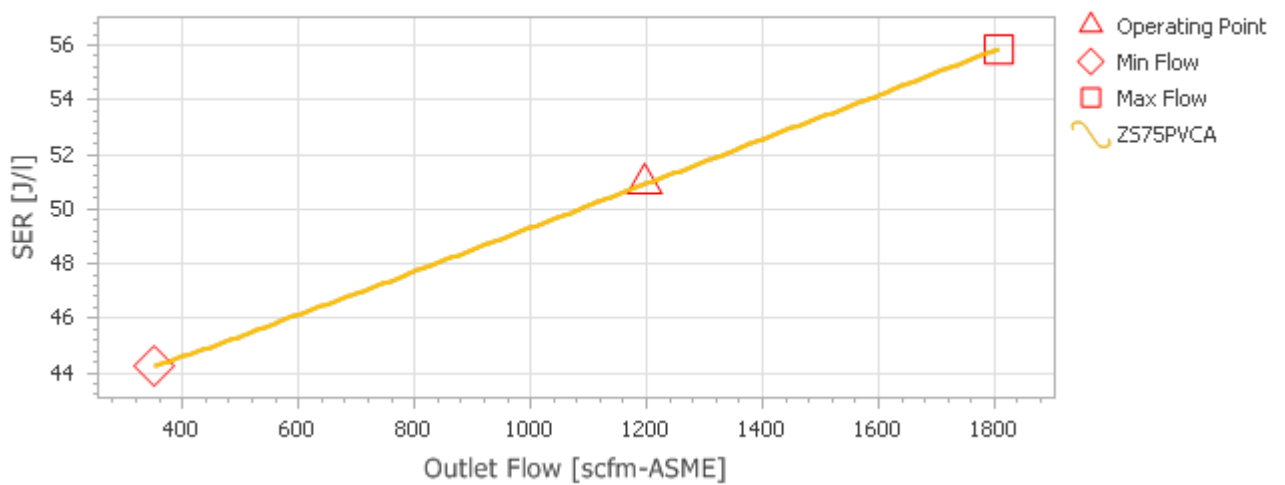
Motor Speed vs Outlet Flow

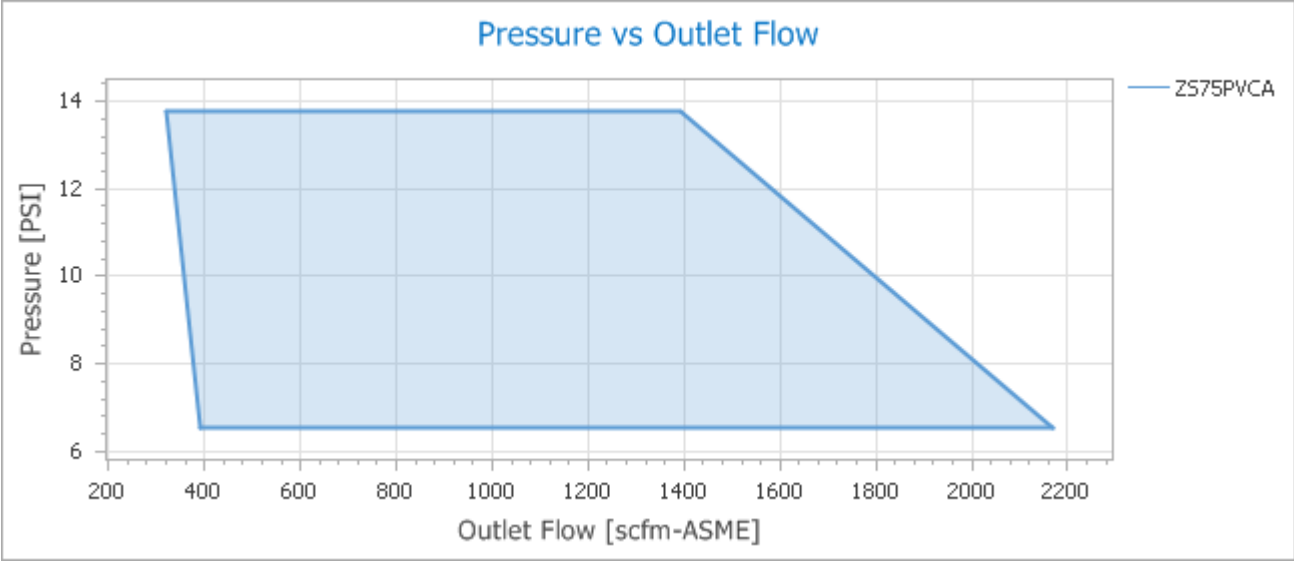


Shaft Power vs Outlet Flow



SER vs Outlet Flow





Performance at Operating Point

Livingston Condition #4

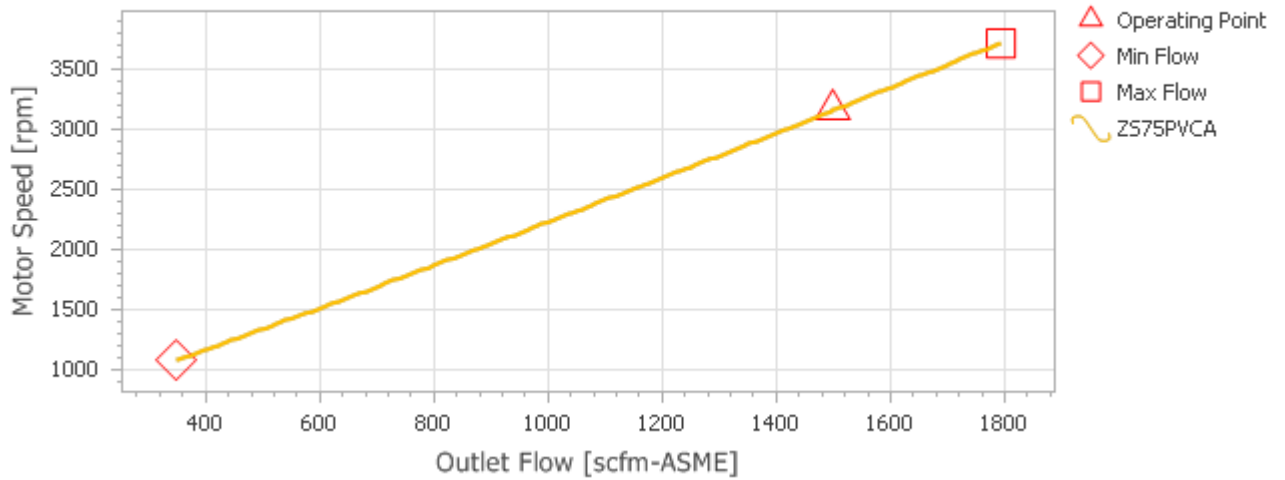
Date Thursday, November 17, 2016

Range

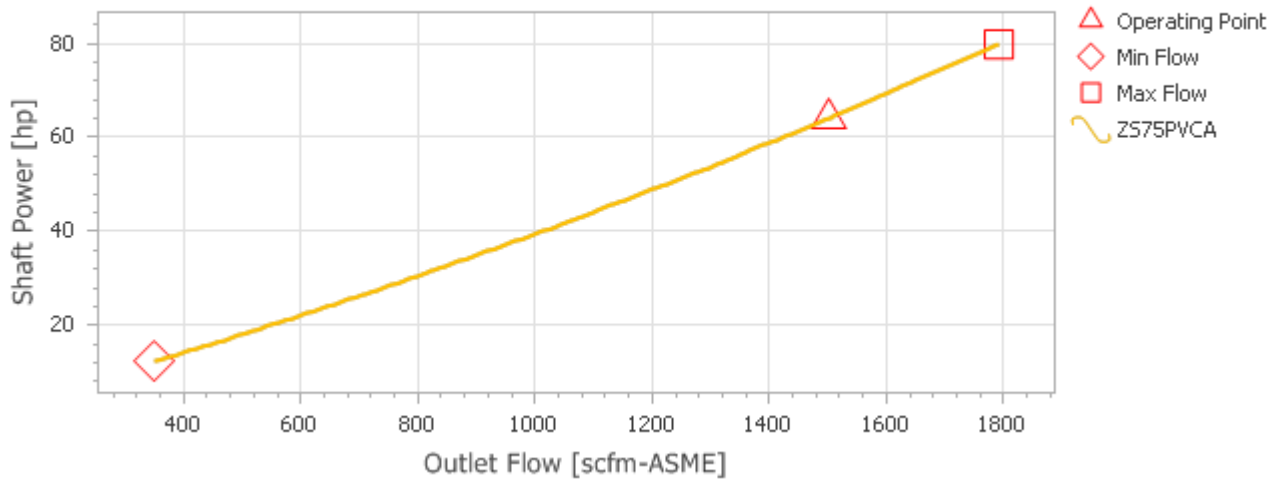
ZS 75+ VSD with electrical cubicle

		ZS75PVCA without aftercooler	ZS75PVCA without aftercooler	ZS75PVCA without aftercooler
		Operating point	Min Flow at Pressure	Max Flow at Pressure
Customer Conditions				
Process gas		AIR	AIR	AIR
Cooling medium		AIR	AIR	AIR
Network frequency				
Barometric pressure	PSI	12.32	12.32	12.32
Inlet temperature	°F	100	100	100
Relative humidity	%	0	0	0
Inlet gas density	kg/m ³	.952	.952	.952
Reference Conditions				
Pressure	PSI	14.5	14.5	14.5
Temperature	°F	68	68	68
Relative humidity	%	0	0	0
Tolerance				
Flow +/-	%	0	0	0
Model Performance				
Discharge pressure BeforeCheckValve	PSI	7.08	7.08	7.08
Delivered flow	scfm-ASME	1500	349.9	1791.58
Shaft power	hp	64	12	80
Specific energy	J/l	53	44	56
Motor speed	rpm	3159	1078	3719
Stage adiabatic eff.	%	75	91	72

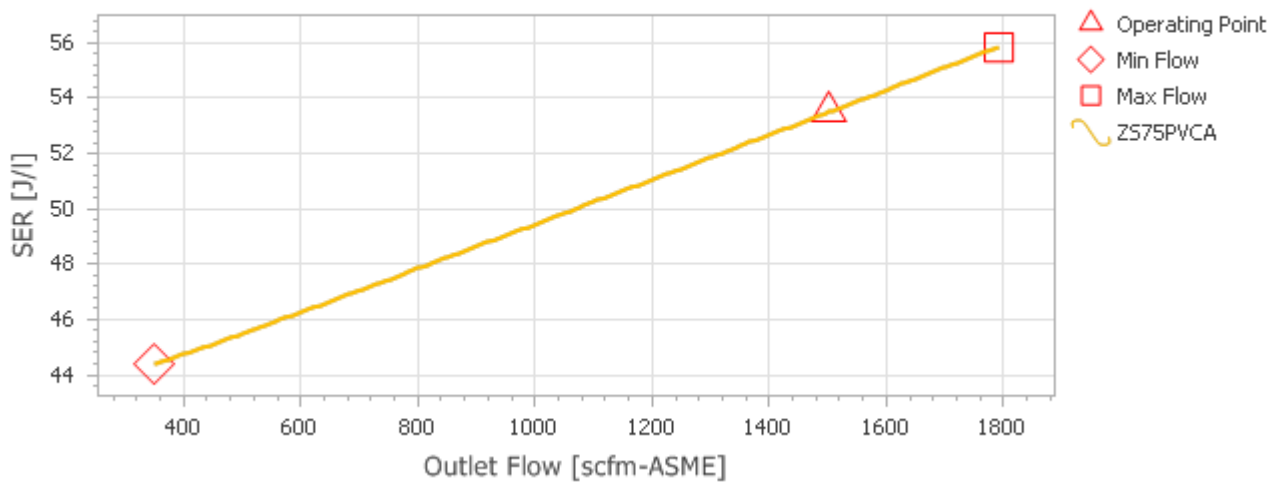
Motor Speed vs Outlet Flow

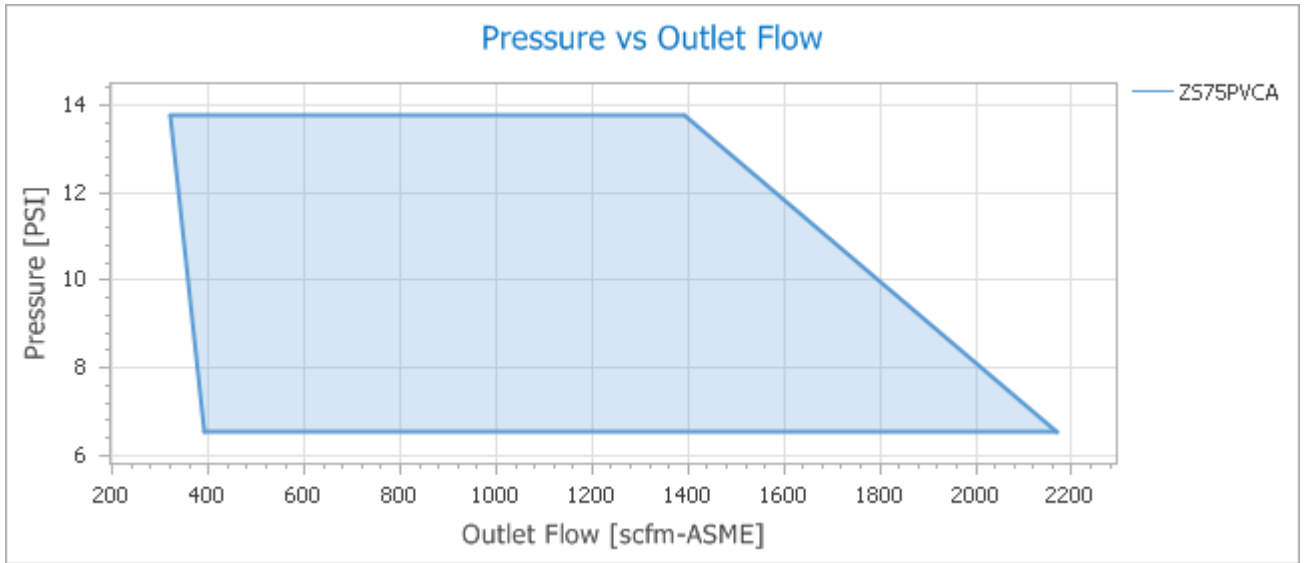


Shaft Power vs Outlet Flow

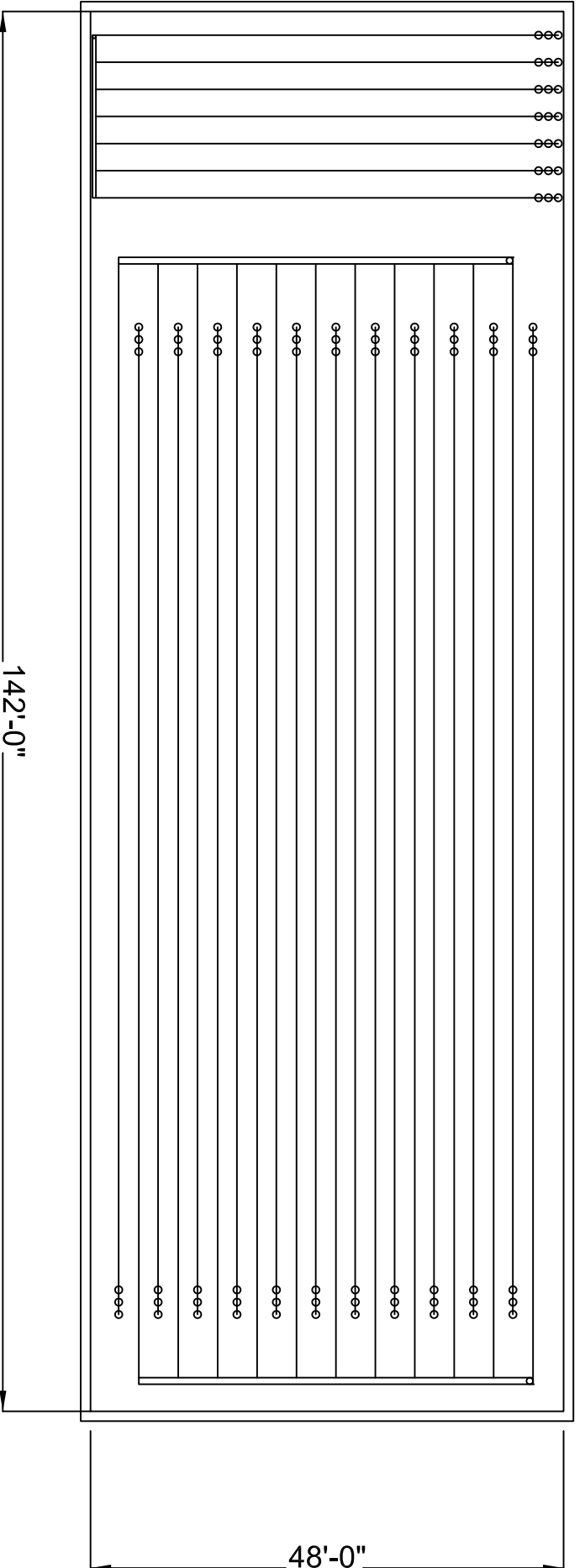


SER vs Outlet Flow





CO P-1 Attachment 3: Aeration Grid Layout Schematic



Single Train Information

Grid No	Grid Count	Drop Leg Ø"	Header Count	Header Spc.ft.	Header Len.ft.	Discs/ Grid	At/ Ad	Discs/ Train
1	1	4	7	2.75	47.25	315	7.92	315
2	2	8	11	4.00	107.25	924	7.65	1848

Total Discs/Train 2163

Note: Some headers may be omitted for clarity

PRELIMINARY - THIS DRAWING IS NOT INTENDED FOR CONTRACT DOCUMENTS, SUBMITTALS OR CONSTRUCTION



Sanitaire
a xylem brand

BROWN DEER, WISCONSIN 53223

CUST NO.

DWG NO.

THIS DRAWING IS THE PROPERTY OF XYLEM AND IS SUBMITTED IN CONFIDENCE. IT IS NOT TO BE DISCLOSED, USED OR DUPLICATED WITHOUT PERMISSION OF XYLEM.

Livingston, MT
9" Disc Aeration System

DRAWN BY

CHKD BY

APPVD BY

DATE

DATE

DATE

MODEL

JOB

23625-12a

SHEET

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # 4713

Fiscal Analysis Assumptions

- This resolution amends a contract is for a portion of the equipement necessary for the water reclamation facility upgrades.
- This will be financed with a combination of grants and loans along with the rest of the facility upgrade.
- Total Contract price will now be \$1,108,252, a \$82,235 increase from the original contract.

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

<u>Costs by Object</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Personnel			
Operating			
Capital	\$ 82,235		
Debt Service			
Total Costs	<u>\$ 82,235</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Fund Name			
Sewer Fund	\$ 82,235		
Total	<u>\$ 82,235</u>	<u>\$ -</u>	<u>\$ -</u>

Signature Jessie R. Hogg
 Date 12/1/2016

Backup material for agenda item:

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

Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution No. XXXX

Date of First Consideration / Status: December 6, 2016

Purpose of Legislation: To authorize the City Manager to enter into a General Services Agreement with SIME Construction for construction services for the Water Tank Connection Pressure Reducing Valve (PRV) Project.

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

Background: The City of Livingston (the “City”) directed Stahly Engineering to survey and design a Pressure Reducing Valve (PRV) to connect the 2 million gallon reservoir to the 1 million gallon reservoir in early 2015. The PRV project received the highest priority points in the 2014 Drinking Water PER and will be a huge benefit for the City of Livingston once completed. Sime construction is the largest utility contractor in the area and has the personnel, equipment and experience to successfully complete this very challenging project. The City and SIME Construction now desire to execute the contract and begin work on the project. The City and SIME Construction have agreed upon the General Services Agreement attached to Resolution No. XXXX and the Interim City Manager is ready, willing and able to execute the document upon the Commission’s authorization.

Fiscal Impact: See attached Fiscal Note.

Regulatory Impact (local): N/A.

Attachments: General Services Agreement and Fiscal Note.

RESOLUTION NO. 4714

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A GENERAL SERVICES AGREEMENT WITH SIME CONSTRUCTION INC. FOR THE INSTALLATION OF A PRESSURE REDUCING VALVE BETWEEN THE CITY’S RESERVIORS.

WHEREAS, the Stahly Engineering has completed the survey and design of a pressure reducing valve to connect the City’s 1 million and 2 million gallon reservoirs, and the City now desires to execute a General Services Agreement with a contractor with a high level of experience and expertise to complete this project, and the City of Livingston’s administration selected SIME Construction to provide equipment and construction services necessary for the installation of the pressure reducing valve; and

WHEREAS, a proposed General Services Agreement setting forth the terms and conditions of the project has been drafted and is awaiting the Livingston City Commission’s approval, which documents are collectively attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City Manager and SIME Construction, Inc. are ready and willing to fully execute the agreement upon the Livingston City Commission’s approval.

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

The City Manager is hereby authorized to execute the General Services Agreement with SIME Construction Inc., which document is included in and are collectively attached hereto and incorporated herein as Exhibit A.

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

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

COURTNEY LAWELLIN
Interim City Attorney

Shannon W. Holmes
Public Works Director

Matt Whitman
Project Manager

330 Bennett Street
Livingston, MT 59047

Phone: (406) 222-5667
Fax (406) 222-5606



Tom Schweiger 141
Water / Sewer

Craig Hahn
Streets

Rich Stordalen
Transfer Station

Eric Schneider
Parks

Dan Emter
Waste Reclamation Facility

www.livingstonmontana.org

Memo

TO: Lisa Lowy
FROM: Shannon Holmes
RE: Recommendation for SIME Construction for PRV Project

It is my recommendation to approve the General Services Contract for the Pressure Reducing Valve (PRV) installation to SIME Construction. City Staff felt it was in the best interest of the City of Livingston to negotiate a Contract Price with SIME Construction for this project and not advertise for construction bids. Sime construction is the largest utility contractor in the area and has the personnel, equipment and experience to successfully complete this very challenging project. The Project is challenging due to the necessity of live tapping a 42 year old, 12-inch water main that distributes water from the 2 million gallon reservoir (high pressure) to a 12-inch main from the 1 million gallon reservoir (low pressure). There is a lot of coordination needed between SIME, the City's Engineer, City Staff and MicroCOMM (City's Vendor for Water and Sewer Telemetry) for the installation and testing of the telemetry component of this project to ensure all the components operate and communicate properly. The PRV project received the highest priority points in the 2014 Drinking Water PER and will be a huge benefit for the City of Livingston once completed. Weather permitting, I anticipate SIME Construction starting this project sometime between December 2016 and March 2017.

Thanks for your consideration,

Shannon Holmes
Public Works Director

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 SIME CONSTRUCTION, INC, a Montana corporation with its principal place of business located at 190 Ramshorn Drive, 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 “Livingston Water Tank Connection” (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 “Livingston Water Tank Connection”.

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: Livingston Water Tank Connection), 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 Seventy-Nine Thousand Five Hundred and No/100 Dollars (\$79,500.00), plus a performance bond of Eighty Thousand and No/100 Dollars (\$80,000.00). 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 Three Thousand Nine Hundred Seventy Five and No/100 Dollars (\$3,975.00) 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 an third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the contractor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

- 21. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
- 22. 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

SIME Construction, Inc.

City Manager

Name: _____
Its: _____

[Exhibit A]

[Contract Documents]

[Exhibit B]

[Certificates of Insurance or Exemptions]

[Exhibit C]

[Prevailing Wage and Fringe Benefits Document]

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # 4714

Fiscal Analysis Assumptions

- This contract will allow the City to enter into a General Services Agreement with SIME Construction for the purpose of the Water Tank Connection Pressure Reducing Valve (PRV) Project.
- The Contract price is \$79,500. This was budgeted for in the water fund and is within the budgeted amount.

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

<u>Costs by Object</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Personnel			
Operating			
Capital	\$ 79,500		
Debt Service			
Total Costs	\$ 79,500	\$ -	\$ -

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Fund Name Water Fund	\$ 79,500	\$ -	\$ -
Total	\$ 79,500	\$ -	\$ -

Signature Jessie R. Hogg
 Date 12/1/2016

STAHLY ENGINEERING & ASSOCIATES
 PROFESSIONAL ENGINEERS & SURVEYORS
 www.steeng.com

3530 CENTENNIAL DR
 HELENA, MT 59601
 Phone: (406)442-8594
 Fax: (406)442-8557

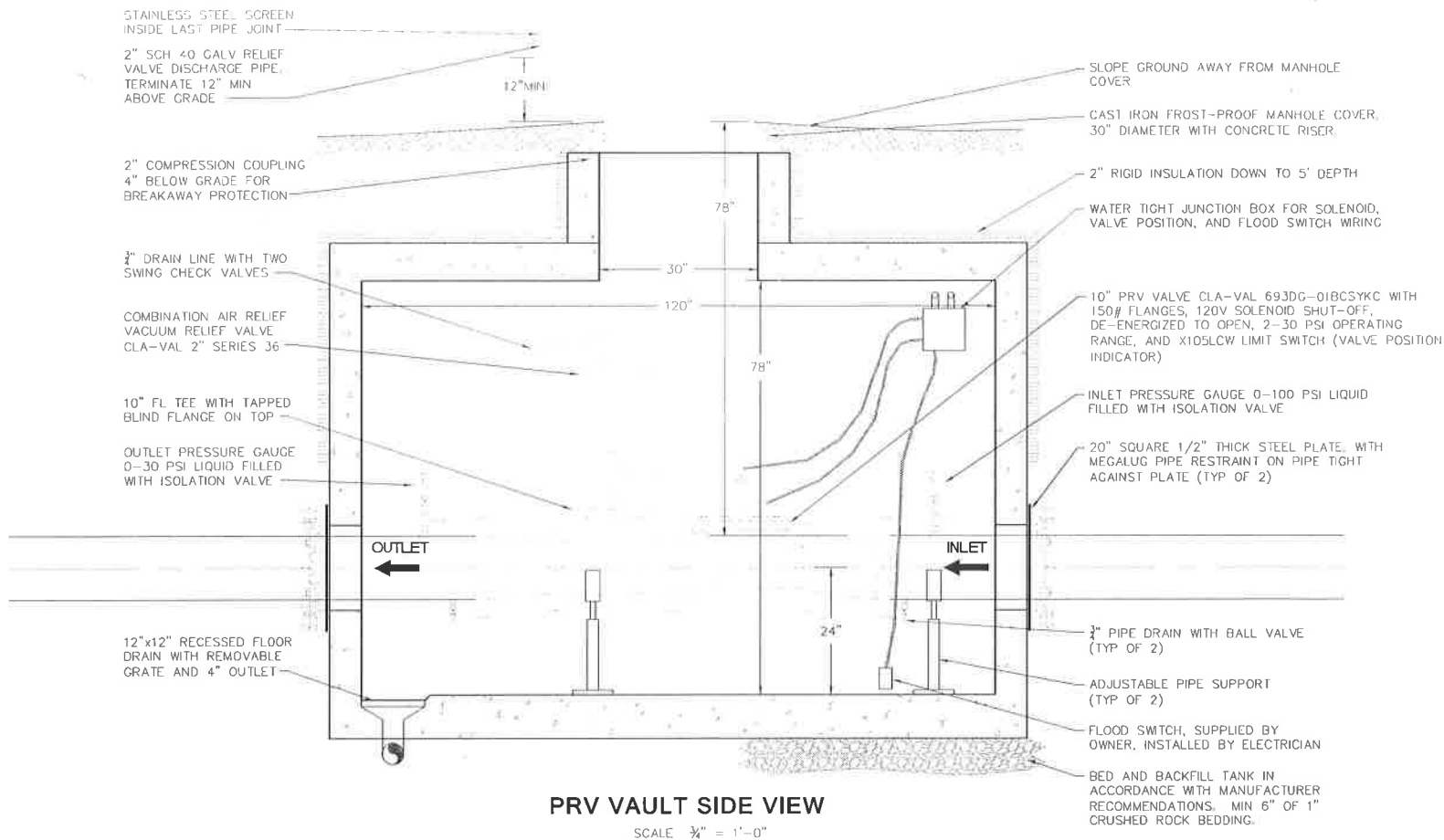
404 W. BROADWAY
 LEWISTOWN, MT 59457
 Phone: (406)535-8594
 Fax: (406)535-8528

851 BRIDGER DR, STE 1
 BOZEMAN, MT 59715
 Phone: (406)522-9526
 Fax: (406)522-9528

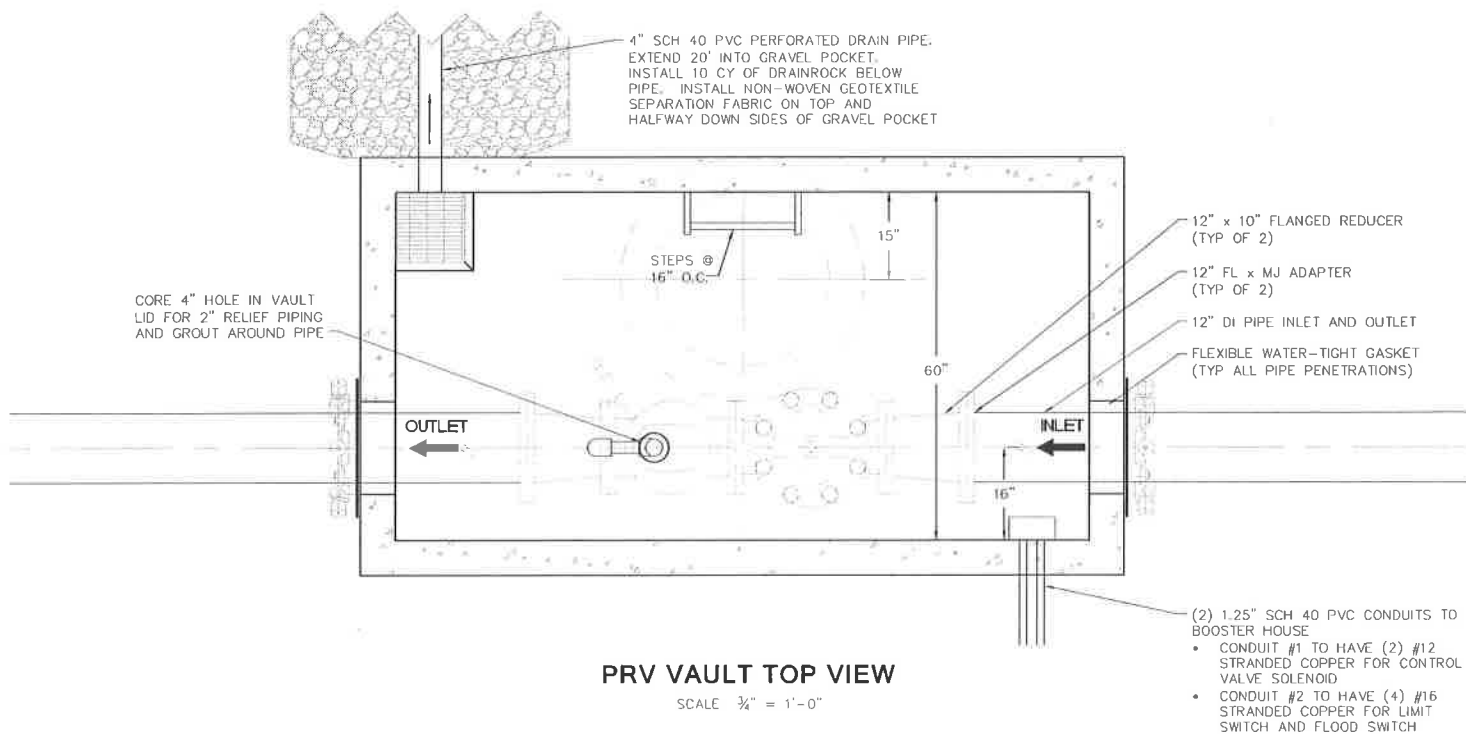
NO.	DATE	ISSUE/REVISION	DESCRIPTION

PRV DETAIL PLAN
 WATER TANK CONNECTION PRV
 CITY OF LIVINGSTON
 LIVINGSTON, MONTANA

CDP
 CDP
 CDP
 6-1-16



PRV VAULT SIDE VIEW
 SCALE 3/4" = 1'-0"



PRV VAULT TOP VIEW
 SCALE 3/4" = 1'-0"

PRV VAULT NOTES

1. PRV VAULT MAY BE ASSEMBLED ON-SITE WITH SPECIFIED COMPONENTS OR PRE-ASSEMBLED WITH SPECIFIED COMPONENTS. VAULT DIMENSIONS MAY BE LARGER THAN THE MINIMUMS SPECIFIED.
2. VAULT AND LID TO BE H-20 TRAFFIC RATED.
3. SUBMIT SHOP DRAWINGS SHOWING ALL COMPONENTS TO ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
4. THE COMPONENTS SPECIFIED ARE BASED ON CITY OF LIVINGSTON PREFERENCES. "OR EQUAL" COMPONENTS MAY BE CONSIDERED AFTER THE PROJECT AWARD. CONTRACTOR TO PAY FOR ENGINEER EVALUATION REQUIRED TO DETERMINE IF SUBSTITUTIONS ARE "EQUAL".
5. INTERIOR MANHOLE PIPING MAY BE SCHEDULE 40 STEEL. STEEL PIPE TO BE BE EPOXY LINED AND COATED TO AWWA C-210 AND NSF-61 SPECIFICATION.
6. 2" AND SMALLER FITTINGS AND PIPE TO BE THREADED SCH 40 LEAD-FREE BRASS OR STAINLESS STEEL.

OPERATION AND SETTINGS

THE PRV CONTROL VALVE WILL PROVIDE WATER FROM THE UPPER 2MG TANK TO THE LOWER ELEVATION DISTRIBUTION SYSTEM AND IMG TANK, SPECIFICALLY, IF THERE IS A LARGE WATER DEMAND IN THE LOWER SYSTEM THAT CANNOT BE MET WITH THE SUPPLY WELLS OR LASTS LONGER THAN THE IMG STORAGE CAN PROVIDE. UNDER THESE CIRCUMSTANCES THE CONTROL VALVE WILL OPEN ALLOWING WATER STORED IN THE 2MG TANK TO FEED INTO THE LOWER DISTRIBUTION SYSTEM AND MAINTAIN THE IMG TANK LEVELS. AFTER THE EVENT, THE 2MG TANK CAN BE REFILLED, AFTER THE IMG TANK LEVELS HAVE RAISED TO NORMAL OPERATING LEVELS.

THE DESIGN FLOW TO BE PROVIDED BY THE PRV IS 4000 GPM. THE PRV WILL BE ACTIVATED BY A SOLENOID VALVE ON THE CONTROL PIPING. IN THE EVENT OF A POWER FAILURE THE SOLENOID WILL OPEN AND THE PRV WILL OPERATE AUTOMATICALLY. THE OUTLET PRESSURE ON PRV WILL BE SET TO ALLOW THE PRV TO AUTOMATICALLY MAINTAIN A NORMAL WATER LEVEL IN THE IMG TANK.

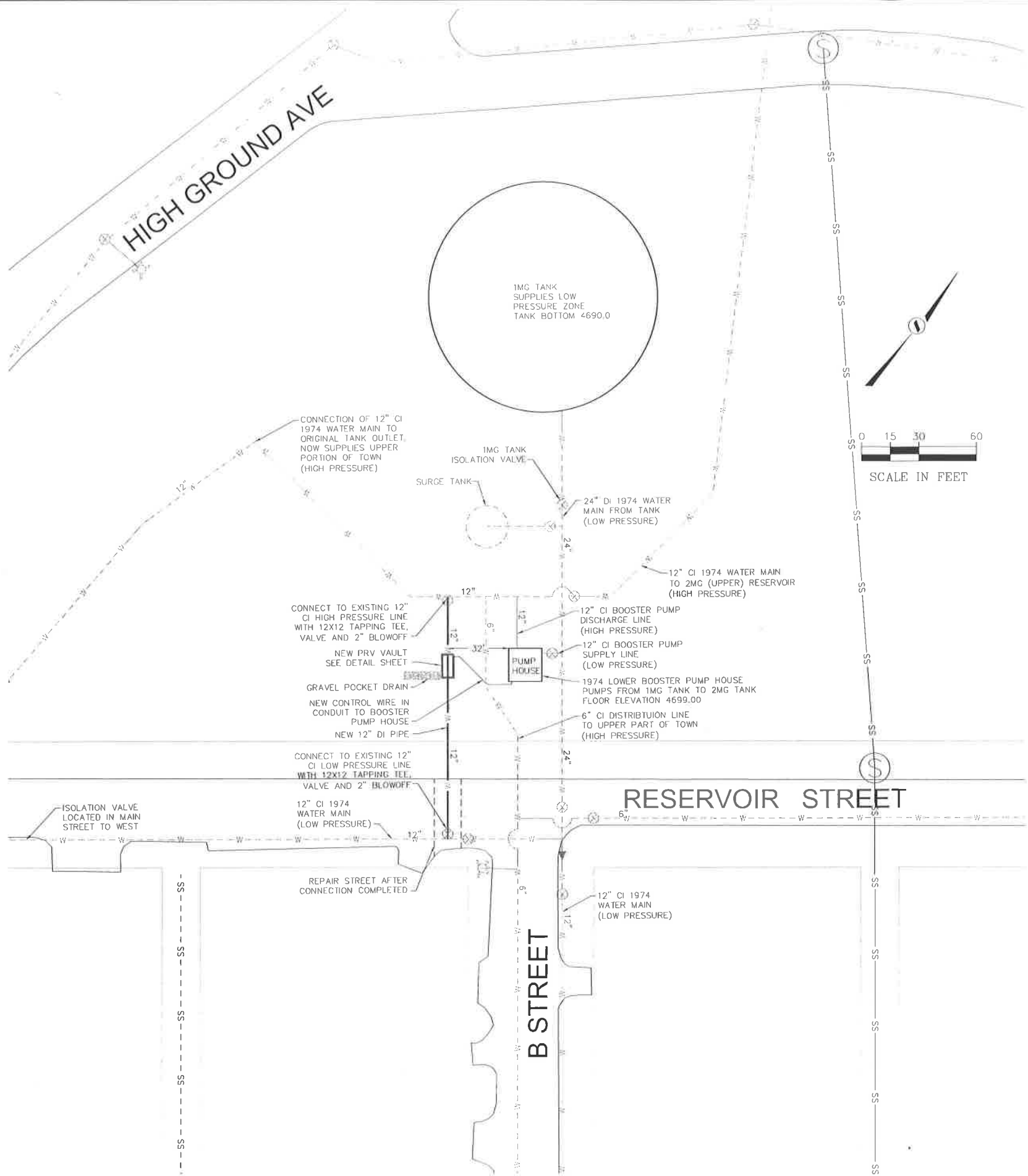
THE CONTROL VALVE WILL BE ACTUATED BY LOGIC CONTROLS IN THE BOOSTER PUMP HOUSE. THE PRV WILL OPEN AT A LOW WATER CONDITION IN THE IMG TANK, AS LONG AS A MINIMUM WATER LEVEL IS PRESENT IN THE UPPER 2MG TANK. THE PRV WILL CLOSE AT A NORMAL OPERATING LEVEL IN THE IMG TANK, OR AT A LOW WATER LEVEL IN THE 2MG TANK. CONTROLS ARE REQUIRED TO TURN OFF THE BOOSTER PUMPS FOR THE 2MG TANK WHILE THE PRV IS CALLED TO OPEN. THE PRV OPENING WATER LEVEL SHOULD BE BELOW THE NORMAL TANK LEVEL VARIATION.

IMG RESERVOIR CONTROLS	ELEVATION	LEVEL (FT)	SETPOINTS (FT) STOP/START	NOTES
IMG WATER TANK BOTTOM	4699.5	0		THE LEVEL CONTROLS SHOWN ARE WATER LEVEL IN TANK AND ARE OFFSET BY THE ELEVATION DIFFERENCE BETWEEN FLOOR OF TANK AND PRESSURE SENSOR OF 3.5'
IMG WATER TANK OVERFLOW	4713.5	14		
BOOSTER PUMP FLOOR	4699	-0.5		
LEAD WELL PUMP			13.5/13.3	
LAG WELL PUMP			13.4/13.1	
LAG/LAG WELL PUMP			13.2/12.9	
4TH WELL PUMP			13.0/12.7	
5TH WELL PUMP			12.8/12.5	
6TH WELL PUMP			12.6/12.3	
PRV CLOSE/OPEN			10.5/8.5	

2MG RESERVOIR CONTROLS	ELEVATION	LEVEL (FT)	SETPOINT (FT) STOP/START	NOTES
2MG WATER TANK BOTTOM	4795	0		THE LEVEL CONTROLS SHOWN ARE WATER LEVEL IN TANK AND ARE OFFSET BY THE ELEVATION DIFFERENCE BETWEEN FLOOR OF TANK AND PRESSURE SENSOR OF 4'
2MG WATER TANK OVERFLOW	4825	30		
LEAD BOOSTER PUMP			29/26	
LAG BOOSTER PUMP			27/24	
PRV OPEN/CLOSE			>9/<8	

PRV SETTINGS	ELEVATION	LEVEL (FT)	PRESSURE (PSI)	NOTES
PRV RIM	4697.75			THE PRV HYDRAULIC CONTROLS NEED TO OPEN AT APPROXIMATELY 1 PSI ABOVE SOLENOID CONTROLS
PRV VALVE	4690.75			
INLET PRESSURE	4795	28	57.3	
OUTLET PRESSURE	4699.5	12.5	9.2	

(SOLENOID DE-ENERGIZED)



GENERAL CIVIL NOTES

1. PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS (MPWSS), 6th EDITION, AND CITY OF LIVINGSTON MODIFICATIONS TO MPWSS.
2. THE LOCATION OF EXISTING WATER LINES, SEWERS, TANKS, CULVERTS AND OTHER UTILITIES AS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THESE FACILITIES AS NECESSARY TO MAKE CONNECTIONS TO OR TO EXCAVATE ADJACENT TO THESE FACILITIES. THE ENGINEER MAY REQUIRE THE CONTRACTOR TO EXPOSE EXISTING WATER AND SEWER LINES TO ESTABLISH THE EXACT LOCATION OF THESE UTILITIES.
3. UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND ARE NOT TO BE CONSIDERED COMPLETE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL BURIED UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY LINES DURING CONSTRUCTION. ALL UTILITY LINES DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. OTHER UNDERGROUND UTILITIES MAY EXIST. THE CONTRACTOR SHALL HAVE ALL UTILITIES MARKED BY THE UTILITY COMPANY AND/OR ONE-CALL LOCATORS. CALL BEFORE YOU DIG, 1-800-424-5555
4. NOTIFY ENGINEER OF ANY DISCREPANCIES WITH THE PLANS AND THE ENGINEER WILL PROVIDE A REPRESENTATIVE FOR FIELD VERIFICATION. THE ENGINEER CAN BE REACHED AT:

STAHLY ENGINEERING & ASSOCIATES INC.
851 BRIDGER DRIVE, SUITE 1
BOZEMAN, MT. 59715
PHONE (406) 522-9526
FAX (406) 522-9528

5. CONTRACTOR SHALL PROVIDE A (2) TWO-YEAR WARRANTY TO THE CITY OF LIVINGSTON. WARRANTY PERIOD BEGINS UPON ACCEPTANCE OF INFRASTRUCTURE BY THE CITY.
6. CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN AND SIGNAGE DURING THE TEMPORARY CLOSURE OF RESERVOIR STREET.
7. CONTRACTOR SHALL TAKE PRECAUTIONS TO PREVENT DAMAGE TO EXISTING PAVEMENT OUTSIDE OF WORK LIMITS. ANY DAMAGE TO EXISTING PAVEMENT OUTSIDE OF WORK LIMITS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. SAWCUT ALL EXISTING PAVEMENT EDGES AND TACK PRIOR TO PLACING NEW PAVEMENT.
8. NON-SURFACED AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ORIGINAL GRADE, PREPARED FOR SEEDING, AND SEEDED.

ELECTRICAL/CONTROL NOTES

1. CONTRACTOR TO PROVIDE CONTROL CONDUITS AND WIRING FROM THE PRV VALVE TO THE EXISTING SCADA CONTROL PANEL IN THE BOOSTER PUMP HOUSE. CONTRACTOR TO MAKE TERMINAL CONNECTIONS IN THE PRV VAULT. OWNER'S CONTROL TECHNICIAN (MICRO-COMM) WILL MAKE TERMINATIONS TO THE SCADA CONTROL PANEL.
2. CONTRACTOR TO PROVIDE 3 POSITION OPEN-CLOSE-AUTO SWITCH INCORPORATED INTO SCADA CONTROL PANEL DOOR.
 - OPEN TO DE-ENERGIZE SOLENOID (OPEN VALVE) AND PROVIDE DRY CONTACT INDICATION OF OPEN COMMAND TO SCADA CONTROLS
 - CLOSE TO ENERGIZE SOLENOID (CLOSE VALVE)
 - AUTO TO ALLOW SCADA TO CONTROL SOLENOID AND PROVIDE DRY CONTACT INDICATION OF AUTO TO SCADA
3. CONTRACTOR TO PROVIDE POWER FOR SOLENOID FROM A DEDICATED 15-AMP BREAKER.
4. THIS PROJECT ALSO INVOLVES REPLACING THE EXISTING BOOSTER PUMP SCADA CONTROLS WITHIN THE EXISTING CONTROL PANELS IN THE LOWER BOOSTER PUMP HOUSE AND UPPER BOOSTER PUMP HOUSE. CONTRACTOR'S ELECTRICIAN TO REPLACE WIRING IN EXISTING CONTROL PANEL AS REQUIRED TO THE CONNECT TO THE NEW SCADA CONTROLS IN THE EXISTING PANEL. OWNER'S CONTROL TECHNICIAN (MICRO-COMM) WILL MAKE TERMINATIONS TO THE NEW SCADA CONTROLS. MICRO-COMM WILL BE ON-SITE FOR 3 DAYS AT START-UP TO INSTALL NEW SCADA CONTROLS, AND WILL DIRECT ELECTRICIAN DURING THIS TIME.

WATER SYSTEM NOTES

1. CONTRACTOR TO PROVIDE MATERIAL SUBMITTALS FOR ALL WATER MAIN MATERIALS, AND DETAILED SHOP DRAWINGS FOR THE PRV VAULT.
2. IT IS ESSENTIAL THAT WATER SERVICE IS NOT INTERRUPTED DURING CONSTRUCTION. CONTRACTOR TO TAKE ALL PRECAUTIONS TO PREVENT DAMAGE TO EXISTING PIPES THAT WOULD REQUIRE A SHUT DOWN. CONTRACTOR TO ENSURE THAT ALL EXISTING VALVES REMAIN UNOBSTRUCTED AND OPERABLE DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY THE CITY OF LIVINGSTON PUBLIC WORKS DEPARTMENT A MINIMUM OF 48-HOURS PRIOR TO ANY WATER CONNECTIONS TO THE CITY SYSTEM. ANY EXISTING OR NEW VALVES WHICH CONTROL THE CITY'S WATER SUPPLY SHALL BE OPERATED BY CITY OF LIVINGSTON PERSONNEL ONLY.
4. PIPE-LINE BEDDING TO BE TYPE 1 FROM 4" BELOW THE PIPE TO 6" ABOVE THE PIPE. PIPE-LINE BACKFILL SHALL BE TYPE A BELOW STREETS. TYPE B BACKFILL MAY BE USED FOR WATER MAINS OUTSIDE OF STREETS.
5. TAPPING TEES AND VALVES SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL EXCAVATE THE EXISTING MAIN AT THE LOCATION TO BE TAPPED TO CONFIRM THE APPROPRIATE PIPE DIMENSIONS PRIOR TO ORDERING FITTINGS. THE TAPPING SLEEVE SHALL BE PRESSURE TESTED AND WITNESSED BY THE ENGINEER PRIOR TO TAPPING THE EXISTING MAIN. A CONCRETE THRUST BLOCK SHALL BE INSTALLED BEHIND THE TEE.
6. PROVIDE A MINIMUM OF 6.5' FEET OF COVER FOR ALL WATER PIPE UNLESS SPECIFIED OTHERWISE.
7. THRUST RESTRAINT AND PIPE BEDDING TO CONFORM WITH SECTION 02221 OF MPWSS.
8. CONTRACTOR SHALL INSTALL ADDITIONAL FITTINGS, BLOWOFFS, VALVES, ETC. AS MAY BE NECESSARY TO ADEQUATELY FLUSH, TEST, AND DISINFECT THE WATER LINES AND FITTINGS.
9. WATER LINES SHALL BE DISINFECTED ACCORDING TO MPWSS 02660 AND AWWA C651. BACTERIAL SAMPLES SHALL BE COLLECTED 24-HOURS AND 48-HOURS AFTER FINAL FLUSHING.
10. WATER LINES SHALL BE PRESSURE TESTED ACCORDING TO MPWSS 02660 AND AWWA C600, TEST PRESSURE TO BE 200 PSI.
11. WATER LINES FLUSHED IN ACCORDANCE MPWSS 02660. FLUSHING FLOW TO BE 900 GPM.

START UP/TESTING NOTES

1. AFTER PRESSURE TESTING, DISINFECTION AND FLUSHING ARE COMPLETED, THERE WILL BE A START UP AND TESTING OF VALVE OPERATION. THE CONTRACTOR, CONTRACTOR'S ELECTRICIAN AND PRV VALVE REPRESENTATIVE TO BE PRESENT DURING START-UP AND TESTING.
2. START UP AND TESTING WILL CONSIST OF ADJUSTING VALVE OPENING/CLOSING SPEEDS, AND VALVE OPENING AND CLOSING SET POINTS. AFTER VALVE SETTINGS HAVE BEEN COMPLETED, THE PRV VALVE WILL BE CYCLED IN AUTOMATIC OPERATION AT FULL FLOWS APPROXIMATELY 5 TO 10 TIMES TO ENSURE PROPER VALVE FUNCTIONING.
3. START UP SHALL BE SCHEDULED APPROXIMATELY 30 DAYS IN ADVANCE TO ALLOW OWNER'S CONTROL TECHNICIAN TO MAKE TRAVEL ARRANGEMENTS. ANY COSTS DUE TO CONTRACTOR CHANGING START-UP SCHEDULE TO BE PAID BY CONTRACTOR.

STAHLY ENGINEERING & ASSOCIATES
PROFESSIONAL ENGINEERS & SURVEYORS
www.seeng.com

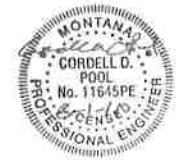
3530 CENTENNIAL DR
HELENA, MT 59601
Phone: (406) 442-8594
Fax: (406) 442-8557

404 W. BROADWAY
LEWISTOWN, MT 59457
Phone: (406) 535-8594
Fax: (406) 535-9528

851 BRIDGER DR. STE. 1
BOZEMAN, MT 59715
Phone: (406) 522-9526
Fax: (406) 522-9528

NO.	DATE	ISSUE/REVISION	DESCRIPTION

SITE PLAN
WATER TANK CONNECTION PRV
CITY OF LIVINGSTON
LIVINGSTON, MONTANA



CDP
CDP
CDP
6-1-16

Backup material for agenda item:

A. ACTION - Submission of FY 2016 Audit

The FY 2016 Audit will be distributed separately by PDF to each commissioner prior to the commission meeting and in printed form at the commission meeting. Public copies are available at the City Finance Office at 110 S B St, the City Manager's Office at 414 E Callender St., and at the Public Library at 228 W Callender St., as well as on the City's website:

[http://www.livingstonmontana.org/living/comprehensive annual financial report \(cafr\).html](http://www.livingstonmontana.org/living/comprehensive_annual_financial_report_(cafr).html)

Backup material for agenda item:

- B. DISCUSS/APPROVE/DENY - Planning Board Recommendations regarding vacation rental policy**

Actions

Livingston Planning Board

November 20, 2016 5:00 p.m.

1. Report on Vacation Rentals

- A. The Planning Board did a lot of research about vacation rentals, and wrote up their findings in a report. This report was approved by the Planning Board on November 16 for submittal to the City Commission; this report is below.

2. Board Vacancies

- A. There are two vacancies on the Planning Board, and five applicants. The Planning Board interviewed all the applicants on November 9.
- B. The “Interview Subcommittee” recommended Jim Baerg and Warren Mabie for the openings.
- C. At the November 16 meeting the Planning Board voted unanimously to recommend Jim Baerg and Warren Mabie to the City Commission.

3. New meeting time

- A. The meeting time will be changed from 5:00 pm to 5:30 pm.
- B. The city’s website needs to be updated with this new information.

4. North side subdivision

- A. At the November 16 meeting the Planning Board voted to reject both the subdivision request and the zoning request.
- B. Concerns brought up include:
 - i. Real estate values
 - ii. Traffic
 - iii. Drainage
 - iv. Parkland
 - v. Boulevards on the sidewalks
 - vi. Emergency response
 - v. Underpass railroad crossing
 - vi. Rental housing availability
- C. Developer will address stated concerns, engage in increased community outreach, and resubmit applications in the future.

Policy options for managing vacation rentals in Livingston MT

Adam Stern

Chair, Livingston Planning Board

September 21, 2016

0. Introduction

Vacation rentals, legally known as “Short Term Rentals” (STRs), have become a topic of discussion in recent months, both at City Commission meetings and Planning Board meetings. The discussion below discusses the impact of STRs on local communities and economies, summarizes regulations in other cities, and recommends a few rough guidelines for policy.

Any policy regulating STRs should have the following goals:

1. Promote economic development in Livingston and the surrounding areas
2. Preserve our neighborhoods
3. Maintain property values (part of number 2, but worth stating explicitly)

How many vacation rentals are in Livingston right now? At the time of this writing, advertisements for 34 vacation rentals in Livingston were easily found on the internet.

This document serves merely to guide discussion, and not determine individual details of final decisions. Any solution must incorporate public input and advocate for all citizens, and the full process of policy development involves public discussions, hearings, and votes of both the Planning Board and City Commission. There is thus ample opportunity to incorporate a wide range of interests in the final policy, which if crafted wisely will enable economic development while preserving our neighborhoods.

1. Advantages of STRs.

STRs are a source of revenue for landowners, bring tourists and their dollars into town, and provide additional accommodation options to visitors. STRs provide diversity to our economy and are a source of economic development for Livingston.

2. Disadvantages of STRs.

STRs reduce the tight-knit character of neighborhoods, increase parking stresses, create nuisances for other residents in the form of increased noise and garbage, reduce available rentals for residents, and potentially increase crime. STRs have the potential to become run-down residences that may lower property values.

3. Policy Tools.

If the City Commission determines this is an important issue, then regulations and enforcement tools should be adopted that will allow the city government to manage STRs and respond to inappropriate behaviors at STR properties.

Many cities and towns across America have adopted STR regulations. Cities with well-known and robust frameworks include Austin Texas, San Francisco, Philadelphia, Nashville, and Savannah Georgia. The summary below borrows from their examples.

Policy tools include:

- A. Requiring a special business license for STRs
- B. Requirements for advertising (i.e. must have appropriate business license)
- C. Requirements for local contact information for property owner or manager
- D. Occupancy limits (e.g. no more than 10 adults)
- E. Regulations that stress the need to keep STRs in good maintenance
- F. Regulations that stress the need of STR occupants to abide by local good-behavior codes
 - i. Quiet hours
 - ii. Live music and noise
- G. Ban on commercial events
 - i. bachelor and bachelorette parties
 - ii. concerts
 - iii. weddings
 - iv. other large events
- H. Establishes requirements related to inspections
- I. Enforcement authority for repeat offenders
 - i. Authority to suspend or deny licenses

An additional tool used in larger municipalities is the adoption of regulations that limit the number and density of STRs, for example to a maximum of 3% of local parcels. In Livingston, a maximum density of 5% means that of roughly 4000 parcels in Livingston, the max number of STRs would be 200 licenses, limited by neighborhood. This may be too difficult and arbitrary, is not appropriate for a small town like Livingston, and is not recommended.

4. Violations.

If an STR continues to violate regulations, the license can be revoked. Policy should adopt a process for denying, suspending or revoking a license if necessary, and also set up an appeal process. Code-enforcement department will be responsible for inspections and initial enforcement, backed up by local police when necessary.

Livingston Code Enforcement Department should set up a system for residents to report STR problems and complaints. Calls may be anonymous.

5. Costs of Policy Tools.

If we assume 20% of STRs require enforcement efforts every year, then 7 calls will come in every year. Additionally, each STR will require an inspection, although this cost can be defrayed with the license fee.

6. Process for policy development.

Assuming the City Commission deems it worthwhile to adopt regulations governing STRs, the policy development process is:

- A. Discussion by Planning Board
- B. Public hearings at Planning Board meeting
- C. Adoption of policy recommendation by Planning Board, sent to City Commission
- D. Discussion by City Commission
- E. Draft regulations generated by City Attorney in collaboration with City Planner and Code Enforcement
- F. Discussion by City Commission
- G. Public hearings at City Commission meeting
- H. Final adoption by City Commission
- I. Implementation by city administration

7. Additional resources.

There is much information on the internet about STRs, including legal regulations from various cities across the US. Well-known and robust frameworks include those of Austin Texas, San Francisco, Philadelphia, Nashville, and Savannah Georgia.

To gain a comprehensive perspective on this issue we should look at regulations in other Montana cities such as Bozeman, Missoula, Helena, and Lewistown, Whitefish, and other regional cities such as Boulder Colorado and Coeur d'Alene Idaho.

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Backup material for agenda item:

C. DISCUSS/APPROVE/DENY - Renew contract with Courtney Lawellin

ATTORNEY – CLIENT AGREEMENT

<p>Courtney Jo Lawellin Attorney at Law 515 West Park Street P.O. Box 2338 Livingston, MT 59047 Phone: (406)222-0100 Facsimile: (406)794-0386 courtney@lawellinlaw.com</p>	<p><u>Client</u> City of Livingston 414 East Callender Street Livingston, MT 59047 (406)823-6000</p>
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This Agreement is made between the City of Livingston (hereafter referred to as "you" or "your") and Courtney Lawellin PC (hereafter referred to as the "Firm," "us," "we" or "our"). The attorney/client relationship is created and our duty to take action on your behalf starts when you and the Firm agree to employ the Firm under this Agreement.

1. SCOPE OF REPRESENTATION.

1.1 Scope of representation. You hereby engage the Firm to perform as the Interim City Attorney. Our representation of you is subject to the terms and conditions stated in this Agreement.

1.2 Term. This Agreement takes effect, and therefore our obligation to provide services to you, begins when you engage this Firm. The Engagement and our obligation to provide services to you concludes when this Engagement is ended by you as provided in paragraph 3.2 below. If we agree to undertake additional action related to the Engagement, either the terms of this Agreement will apply to the continuing engagement or a new agreement will be made between you and the Firm.

1.3 Our responsibilities. We will take necessary actions to fulfill the terms of this Engagement and we will recommend courses of action to you to complete this Engagement. We will take reasonable steps to keep you informed of the progress of this Engagement. We will promptly respond to your questions. We will keep all information regarding this Engagement confidential except as provided herein or as allowed by applicable law or the Montana Rules of Professional Conduct.

We will not release documents pertaining to this Engagement to anyone without your permission. We reserve the right to decide any procedural issues related to this Engagement such as granting continuances, setting scheduling deadlines, or discussing any issues with opposing counsel or the opposing parties.

1.4 Your responsibilities. You must keep us advised of how we may contact you by providing us with your current office and mailing addresses, email address, telephone numbers and places of employment. It is your responsibility to check your communication from us at the addresses, email

accounts, and phone numbers you provide us.

You must also provide us with all available information that may assist us in representing you in the Engagement; provide us with an accurate version of the facts pertaining to this Engagement; cooperate with us to pursue the Engagement; inform us of any development that may affect this Engagement including any breach of confidentiality; be truthful; appear for appointments; depositions, settlement conferences and court proceedings and comply with all of our requests in the pursuit of the Engagement. You must timely pay for our services and the expenses incurred in the connection with action that we have taken on your behalf. You must treat our office personnel with courtesy and respect. You must confirm with a trusted confidential outside source the implications of the courses of action that we recommend to you.

If you do not wish to receive copies of all documents that we receive or send on your behalf, you must tell one of the Firm's attorneys who are assigned to this Engagement. If you choose not to receive copies of the documents that we ordinarily send to our clients; your copies will be held in a separate file at our office to be reviewed and/or picked up by you during our normal business hours. If, in the judgement of the attorney assigned to this Engagement, you do not fulfill your responsibilities under the Agreement, then we may terminate our representation of you as set forth in paragraph 3.2 below.

1.5 **Confidentiality.** Communications with us concerning your case are generally confidential and protected from disclosure by the attorney-client privilege rules. However, this privilege is not absolute and we may be required to reveal information under certain circumstances. Facts pertaining to this Engagement may also be subject to disclosure rules or laws such as information regarding your assets, liabilities, taxes, income and expenses, and therefore, by law, that information cannot be treated as confidential. Further if attorneys' fees become an issue, this Agreement may be disclosed in Court. Also, your privilege of confidentiality can be lost if you discuss our communications with other persons. You must let us know if you believe that you may have compromised confidentiality in any way.

2. FEES, COSTS, AND PAYMENTS.

2.1. **Payment terms.** You agree to pay all monthly charges incurred for the prosecution of this Engagement within fifteen (15) days of sending our billing statement to the address stated above. If the monthly charges are not paid by you in a timely fashion we may withdraw as your attorneys and cease representing and helping you in this Engagement. You authorize us to pay these fees, costs, as the fees, costs, and expenses are incurred if you do not pay your bills within fifteen (15) days, as set forth above.

2.2. **Fees.** You agree to pay hourly fees for our services. We charge for all time we spend on your case including the time that we spend on telephone calls and electronic communication with you. Opposing counsel, unrepresented opposing parties, witnesses, court personnel and anyone that has information about this Engagement. We charge for waiting time in court and elsewhere, and for local and out of town travel time. Our fees for our attorneys and support staff are:

Legal Services: \$8,500 per month
Commission Meeting and Court Attendance: \$165.00 hour

We calculate hourly fees in a minimum increment of .2 of an hour no matter how short in duration a task may be, and then in additional increments of .1 of an hour as time is actually expended..

2.3 Costs and expenses. (Intentionally omitted)

2.4. Billing and collections. We will send you monthly statements showing the fees charged, costs incurred, expenses paid, and payments made on your account, and the balance of any of your funds held in our client trust account..

Your payment of our bill is due within fifteen (15) days of the statement date if you owe us money. We accept all major credit cards and you may call our bookkeeper to pay by telephone or you can complete and return the payment authorization printed on your monthly billing statement.

Interest: Unpaid balances incur three percent (3%) simple annual interest at the next statement cycle (approximately thirty (30) days). If we do not receive payment within forty five (45) days of the statement dated, we may turn your account over to a professional collection agency which may result in the disclosure of your confidential information, such as your address, phone number, our bills sent to you, and this Attorney- Client Agreement.

We may terminate this Engagement at any time for non-payment of any unpaid past due balances, including money owed to third parties and experts. We do not normally extend credit to our clients. We are not a financial institution and we strongly recommend that you seek alternative methods to finance the prosecution of this Engagement.

2.5 Caveat of your total bill. We do not know how much actual time this Engagement will take because we cannot know what all of the disputed issues may ultimately be and how long negotiations and court proceeding may last to resolve those issues, and therefore we cannot know with certainty how much it will cost to bring this Engagement to a conclusion. Any comment made by anyone at the Firm about the cost of this Engagement is only an expression of opinion. Any discussion about the expected costs of pursuing this Engagement is merely an estimate based upon the best information available to us at the time of the discussion. Your cooperation in getting information to us and in working with us on your case can considerably expedite the case and help reduce your costs and fees. You may communicate with us as often as you like and as often as you need to, but remember that we do charge for such communication.

2.6 (Intentionally omitted)

3. GENERAL MATTERS. Pursuant to Montana Code Annotated § 49-3-207, in the performance of this Agreement the Attorney agrees that all hiring will be on the basis of merit and qualifications and that the Attorney will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. .

3.1 Internet and software policy. Our attorneys and staff constantly receive numerous electronic communications in the form of emails and text messages, and through the use of

software programs. We may not review all emails, text messages and electronic communications when we receive them. Further, emails, are sometimes automatically filed in an electronic "junk" email file and therefore we may not see them at all. If you want us to read a specific email, text message, or electronic communication, you must call us so that we know to look for it. Unless we specifically acknowledge to you that we received a particular email, text message or electronic communication, you may not assume that we received or read it. Also, the internet and telecommunications networks may not be fully secure and we cannot assure the confidentiality of information sent over the internet or by telecommunication. If we exchange information over the internet or by telecommunicating, you accept the risk inherent in the use of that technology. Text messages are particularly problematic because the communication mode is limited and our firm does not have an efficient business way to organize, preserve, and track text messages; therefore we discourage you from sending text messages to us. We also discourage you from communicating with us by using your work email. Your employer may have the right to view all of the emails sent or received on your employer's computers. If you use your work email system to communicate with us, do not divulge any sensitive or confidential information in the email communications.

Also, intercepting or reviewing communications, such as emails intended for another person, may be a violation of state and federal criminal and civil law protecting private communications. Use by you, or us, of such communications may lead to civil and criminal penalties; therefore, please do not intercept private communications not intended for you, and do not share that information with us. Again, if you choose to use internet services, electronic telecommunications, or software programs to communicate with us in any manner, you accept the risks that are inherent to that technology.

If you would like to communicate with us by email, state the email address that you want us to use:
Email address: As Directed within the City of Livingston Email Domain

Finally, it is common that the opposing party and opposing attorney gather information from social networking sites. Please do not discuss your litigation or any issues involving our representation on your Facebook page or other social network site. If you do, you risk having your confidential information disclosed.

3.2 Termination of representation. The initial Term of this agreement is October 12, 2016 (fees prorated) through November 30, 2016 with the option to renew my mutual agreement. You may terminate this Engagement at any time upon written notice to us. We may terminate this Engagement at any time upon written notice to you, for any reason allowed by the Montana Rules of Professional Conduct, for violating any of the provisions in this this Agreement, or for any other reason permitted by Montana law or court rules. Upon termination of this Engagement, we are entitled to reimbursement of costs and expenses we incurred or advanced on your behalf, payment of our outstanding hourly fees, and any interest due on these amounts.

3.3 Retention of records. At the conclusion of this Engagement, we will deliver to you any records in your file that you request. We therefore ask you to contact our office at the conclusion of your case and seek any original materials you have provided. We are not required to retain a duplicate of the records given to you. You will be required to sign a receipt for any and all records you receive. We will keep the records regarding this Engagement for the period of time required under Montana law

and, specifically, the Montana Municipal Records Retention Schedule. Once the records for this Engagement are destroyed, the records cannot be reproduced by us.

3.4 Warranties and representations. We make no promise, guarantee, warranty, or representation to you about the outcome of successful conclusion of this Engagement, or about the cost of pursuing this Engagement. Any comment made by anyone at the Firm about the outcome of cost of this Engagement is only an expression of opinion. Any discussion with you about an expected outcome or cost of pursuing this Engagement is merely an estimate based upon the best information available to us at the time of the discussion.

3.5 Attorney’s lien. (Intentionally omitted)

3.6 Fees and costs incurred to recover unpaid balance due us. If we hire counsel or collection agency to recover fees, costs, and expenses due us from you under this Agreement, we are entitled to recover our reasonable attorney’s fees and costs for our collection efforts.

3.7 Choice of law. You agree that this Agreement shall be governed by the State of Montana laws, and you agree to designate Park County, Montana as the proper venue for any action to enforce our interpret the terms of this Agreement.

3.8 Complete and binding statement of agreement. This Agreement states the complete and binding agreement about the Engagement and the fees, costs, and expenses to be paid by you for our services. This Agreement may not be modified unless such modification is in writing.

3.9 Severability. If any part of this Agreement is declared invalid by the State of Montana court of competent jurisdiction, the remaining parts of this Agreement shall remain enforceable.

3.10. Effective Date. This Agreement will not take effect until you return a signed copy of the Agreement to us with the state Retainer; however, the effective date of this Agreement will be retroactive to the date that we first performed services for you on the Engagement.

3.11 Time is of the Essence. Time is declared to be of the essence in this Agreement.

3.12 Acknowledgement: I have read this Agreement and understand everything state herein, and I agree to these terms as of the date that the Firm first provided services for us.

DATED this _____ day of _____

LAW OFFICES

By: _____

City of Livingston

By: _____

Backup material for agenda item:

Public Works Project Update

Public Works Project Updates

Capital Projects Short Term

1. **Water Reclamation Facility Upgrades** – AE2S is our consultant on this project. We are in the final design stages of constructing new facilities at the WRF that will allow us to meet our new discharge permit (MPDES) for years to come. This is the largest infrastructure project in Livingston in decades. More information can be found at Livingstonwrf.com.



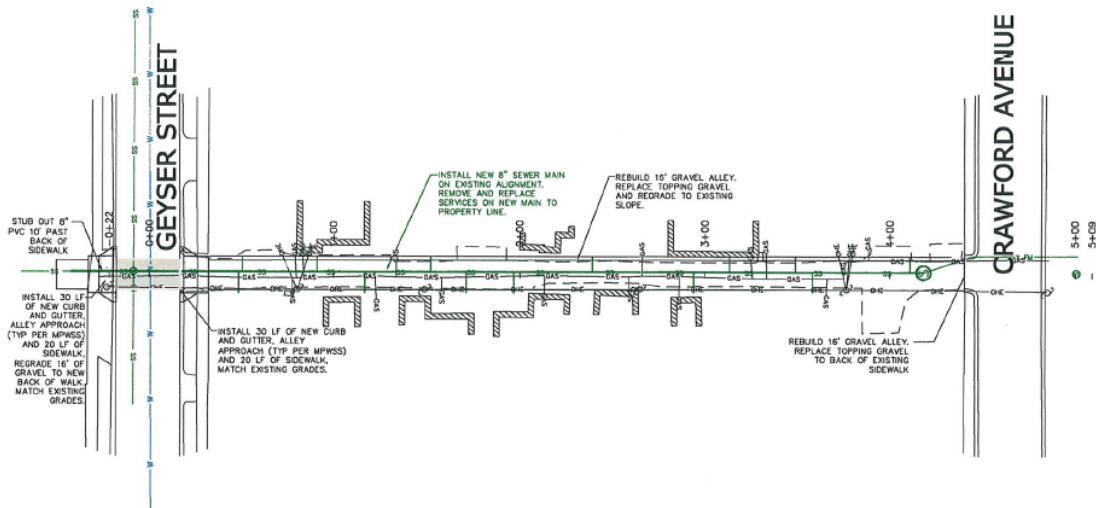
2. **2017 Capitol Improvement Project** – Livingston has been working on replacing the infrastructure in downtown for the past several years. In the past this was minimally comprehensive until TD&H completed a Preliminary Engineering Report outlining how the improvements in downtown would need to proceed based on physical and financial constraints. The project scheduled for next summer is replacing Callender Street from 2nd to B Street. This project in the “heart” of downtown is difficult for many reasons including high usage during the tourist season, ADA challenges, and the existence of vaults under most sidewalks in the area.



3. **6th and 7th Street Water Replacement** – Livingston has many undersized water mains still in service that were installed in the early 1900's. This is problematic as it does not provide necessary fire flow and the leaded joints are very susceptible to breaking and leaks. Two of the more problematic mains in Livingston are 6th and 7th Street. We are planning to replace these mains summer of 2017.



- 4. **9th/10th Sewer Main Replacement** – This sewer main does not flow well and has been causing many problems with backups and blockages. It is currently on our weekly checks list. Replacement was designed with the 2015 CIP but Budget did not allow it to be done that year. This is scheduled to be completed the spring of 2017.

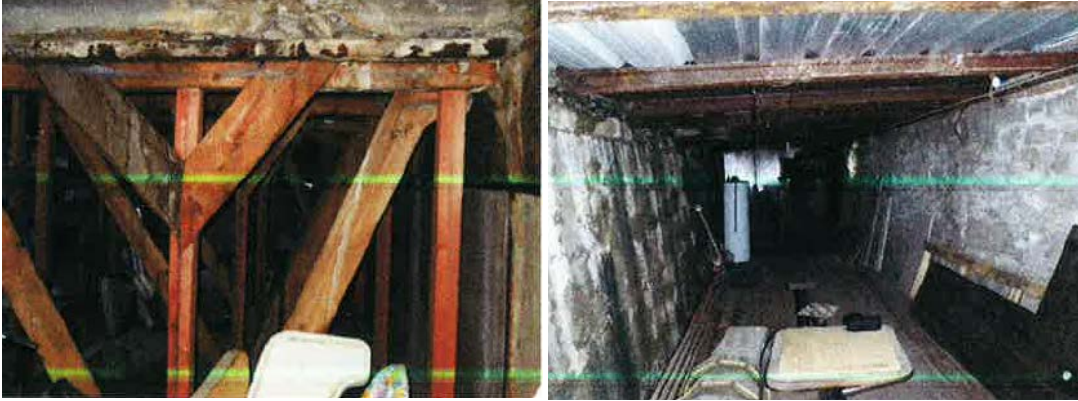


- 5. **PRV Installation** – Livingston has two main water reservoirs. A one million gallon tank that provides water to 30% of the town and a two million gallon tank that provides water to 70% of the town. During high usage the one million gallon tank is stressed to provide water with adequate reserves in case of fire flow events or main breaks. The Pressure Reducing Valve that will connect these two pressure districts will provide needed water in high use situations and will provide adequate capacity for future growth in Livingston.



- 6. **Downtown Vault Abandonment** – Vaults are present under the sidewalks in the area of our current 2017 CIP Project. These will either have to be abandoned or rehabilitated before our

2017 CIP project can be started. Public works has collaborated with the URA and the property owners to get this resolved before the start of the CIP Project. Most Vault owners have decided to fill them in as that is the cheaper option. TD&H in the URA and COL consultant for this project.



7. **5th and Gallatin Intersection Improvements** – *Complete* – A transportation alternatives grant was used to install ADA Ramps at six intersections through town that were identified for Safe Routes to School. The road at the 5th and Gallatin intersection needed to be rebuilt to allow the sidewalk crossings to be used. This work was not covered in the TA grant so Public Works staff completed the work to make the intersection operate correctly.

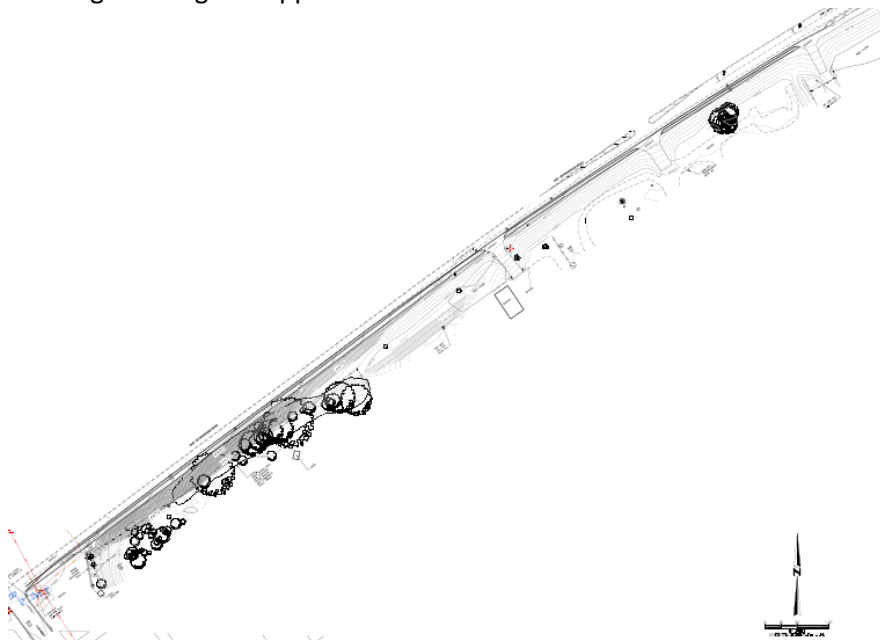


8. **Miles Lane Construction** – Miles lane was originally constructed in the wrong location. In 2015 a local developed extended the sewer main in Miles Lane. The city plans to use impact fees to construct a gravel street in the platted location to provide access to the development.
9. **Front Street Trail** – The City was awarded an RTP grant to cover the material cost of building a gravel trail along Front Street from 5th Street to Star Road. Public works is working with MRL to

obtain the correct permits to construct this trail.



- 10. **O Street Trail TA Grant Application** – This is a priority project from the Parks and Trails Committee. The City completed a preliminary design for a trail along Park Street from O Street to Veterans Bridge. The preliminary design was completed to improve the opportunity for grant approval under a Transportation Alternative grant from MDT. The City’s grant writer is currently working on the grant application.



- 11. **Skate Park Design and Construction** – The Skate Park Committee has been fundraising for a Gravity Park to be built on the east side of the Civic Center. The Geotech work has been

completed and the design contract has been executed. The site plan is currently 80% complete. Once the design and funding is completed construction will begin in spring 2017.

12. **Main and B Alley Paving** – The 2015 CIP replaced water and sewer mains in the alley between Main and B. These alleys are heavily used in the downtown area. Public works is paving them to provide a higher level of service. Geysler Street to Lewis Street has been paved, the final block will be paved as part of the next two years CIP projects.



13. **Generator for Lift Stations** – Many sewer lift stations in Livingston were built without emergency backup power sources. This is critical infrastructure necessary to prevent sewer backups in the case of power outages. The city is working on having emergency power connections to all lift stations by 2017.

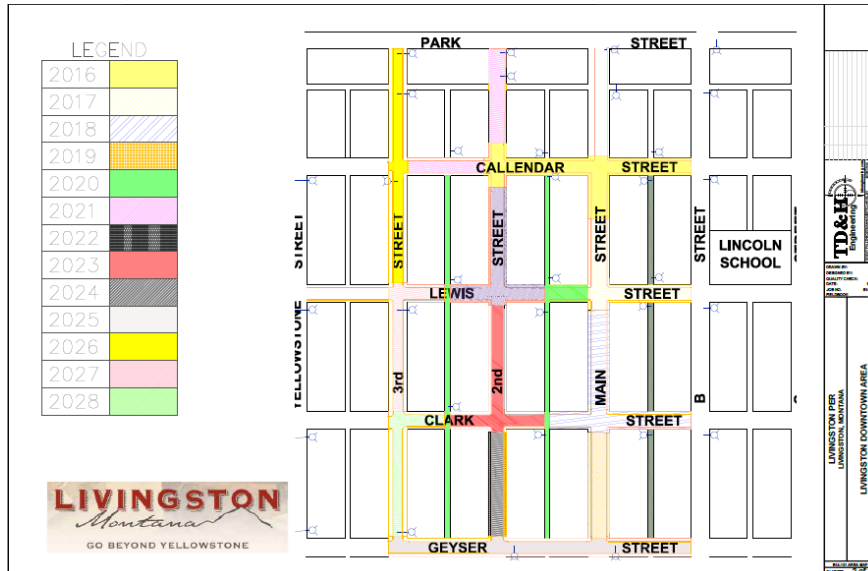


14. **Purchase Tandem Dump Truck** – Public Works has purchased a new Tandem Dump Truck to allow the street and water department to be more efficient at hauling materials from gravel to snow.

Capital Projects Long Term

1. **Underpass Construction** – Livingston currently has 3 rail crossings, two at grade and one separated underpass. Another separated crossing has been designed on Star Road to help with safety and congestion crossing the tracks and to facilitate growth on the north side of town. However with project costs at 11 million, the city is looking into various funding options.
2. **Underpass Utilities** – The city water and sewer mains will need to be relocated prior to the start of construction of the underpass.

- Downtown CIP Projects** – the Downtown PER showed how to phase reconstruction of the downtown over the coming years.



- Sewer Slip Lining** – Many of the sewer mains in town are clay tile and over 70 years old. Infiltration, intrusions, and uneven joints with large amounts of root intrusions increase the risk of backups and blockages. Slip lining is a way of lining the inside of the pipe to prevent roots without having to pay the full cost of replacement. Sliplining is the best option where existing pipes have been installed correctly and are structurally sound.
- East Side Municipal Well** – The water main supplying the LHC Facility is a dead end main. The city is working on providing a redundant water source with a municipal well.
- MDT Geysers and Park Street Improvements** – MDT has indicated they will have a project soon milling and resurfacing geysers as well as improving ADA sidewalk access.
- Park Street Signal Upgrades** – Park Street is an MDT route and they have indicated they will be updating the traffic signals at the I-90 Interchange, Highway 10, 5th, and B Street intersections in the next few years.

Capital Projects Not Completed or Unresolved

- LHC Project, Lift Station, Veteran's Bridge Water and Sewer Supports** – Plates meant to protect the mains under Veteran's Bridge have begun to fall off. They were installed incorrectly and the City's engineer (TD&H) is talking with the contractor to correct the problem.
- LYSA Fieldhouse** – Major construction has finished on the field house. Punch list items need to be completed to close this project.



Development Projects

1. **Murdoch's** – Murdoch's is developing a parcel of land near Billman Lane. The development required extending water and sewer mains and Street improvements on travertine Lane.
2. **Brookstone Subdivision** – Brookstone is extending water and sewer mains in the city right of way to provide service for new development on the north east side of town.
3. **10th Street Sewer Extension** – A sewer main extension is being designed to serve an additional housing development planned along 10th Street.

Maintenance Projects

1. **Starlo Booster Station** – This water booster station serves PFL on the West side of Livingston to provide adequate pressure and fire flows. It was noticed the interior piping was leaking and in danger of failure if the pumps were operated. A bypass was constructed to provide PFL with water while the booster station piping is rebuilt.
2. **Sun Ave Storm Drain and Retaining Wall** – Fleshman Creek runs under Sun Ave and the retaining wall above the culvert was built with landscaping blocks. These were failing and allowed storm water to undercut the road. Additionally a sewer main crossing the creek had a low spot that would block frequently. A gabion basket retaining wall was designed with new sidewalk and storm inlets. The sewer main was prior to starting the retaining wall.
3. **B Street Storm Drain** – The storm water from the underpass is drained through a large storm main that runs under B Street. This main has seldom been cleaned in its lifetime and has sediment building up. Public Works plans to clean this line out.
4. **Transportation Planning** – Livingston has an outdated transportation planning document. To help with the planning and development of streets, alleys, and sidewalks that need rehabilitated we have TD&H working on a Transportation Planning Document. This document will help guide the city on where to allocate funds in future capital improvements.
5. **Water Master Plan** – Livingston's water system has many upgrades that need to be made (\$27+ Million per drinking water PER). This document will help the city in having a plan to move forward and make these improvements in a fiscally responsible way and allow us to provide safe and reliable water to all residents and promote economic development.
6. **Weed Management Plan** – The City is collaborating with ISAN on generating a comprehensive weed management plan for city parks, trails, and street right of ways.

7. **Design Standards/Code Revisions** – Many revisions to the city codes have been made over the years. They have been done individually with many inconsistencies and contradictions. Public Works is working on a comprehensive code revision to update to current standards.

Routine Projects

General

1. **Pubworks** – Publics works has begun using an asset management software to track assets and work done by the department. This information will allow us to provide more information about current operations that can be used for both transparency and to better info decision making be using a data driven approach.
2. **GIS Utility Mapping for Water, Sewer, Streets, Solid Waste, Roaming** – It has been decades since Public Works has had accurate maps of the entire town’s infrastructure. Public Works is working on current maps for all areas that can help with daily activities to increase transparency and track our assets in a more efficient manner.
3. **Conference Room Remodel** – Public works currently has a large room which is used for storage and maps. This room will work much better than our current conference room with some small changes (adding a window and second door).

Roaming

1. **Irrigation install at Lagoon, pool, and McGee Drive** – Installing sprinkler systems at parks in town that currently do not have them in order to have nicer grass and a better experience for residence.
2. **Playground Equipment** – Working on ensuring current playground is safe and functional.
3. **Pool Improvements Assessment** – the current city pool has many problems that are very difficult and expensive to fix. This will allow us to prioritize fixes and know the direction in which we need to head.

Streets

1. **Grade Alley’s** - Residents in Livingston use alleys more than most communities and have come to expect the alleys to be well maintained. Weather permitting, this work is typically done in spring and summer.
2. **Pavement and Curb Markings** – Streets is working to correctly mark the pavement and curbs through town for vehicles and pedestrians.
3. **Signs** – We are working on an inventory of signs in town in order to know the amount of work that needs done and to work at it in an efficient way.

Solid Waste

1. **Residential and Commercial container inventory** – A large expense for solid waste is the cost of container replacements every year. We are currently working on a container inventory in order to help bring those costs down.

Water

1. **Chlorination Install at Werner Well** – Livingston’s water system is fed by six wells throughout town. Werner Well does not have a chlorination system. This will ensure our water quality meets DEQ standards.
2. **Leak Detection Equipment** – The Water Department has previously paid contractors to leak detect the water mains through town. The commission approved funding to purchase our own leak detection equipment so we can perform this work in house and save money.
3. **Update Water Map** – Livingston has gone decades without an accurate and up to date water map. We are working on getting an accurate map in GIS which will help with locates and future planning.

Sewer

1. **Camera One month Lines** – The Sewer Department is working on cameraing the one month lines in order to determine the cause of problems in order to determine the most cost effective ways to fix the problems.
2. **I and I Assessment** – Livingston’s sewer collection system currently has a large problem with infiltration especially at high flows on the Yellowstone. We are working on determining the sources of this infiltration in order to correct the problems.
3. **Emergency Generators** – Not all the sewer lift stations in Livingston are equipped with emergency generators. This is a problem if the power goes out as some lift stations have less than an hour of retention time before sewage starts backing up.
4. **Telemetry Upgrades** – Many of our lift stations have outdated SCADA equipment that does not function properly. These components need upgrading to insure our infrastructure is operating correctly.
5. **Updated Sewer Map** - Livingston has gone decades without an accurate and up to date sewer map. We are working on getting an accurate map in GIS which will help with locates and future planning.

Water Reclamation Facility

1. **New Discharge Permit** – The WRF received a new permit on November 1st. We are working on sampling and reporting all the needed data for this new permit.