



# Livingston City Commission Agenda

November 01, 2016

6:30 PM

City – County Complex, Community Room

**1. Call to Order**

**2. Roll Call**

**3. Moment of Silence**

**4. Pledge of Allegiance**

**5. Consent Items**

- A. CONSENT - Approve Minutes from 10.18.16 regular Commission Meeting Page 5
- B. CONSENT - Ratify Claims 2nd Half of October 2016 Page 9
- C. CONSENT - Approve Bills and Claims 2nd Half of October 2016 Page 11
- D. CONSENT - Approval of revised City-County Compact Chapter concerning tennis court maintenance Page 19

**6. Proclamations**

**7. Scheduled Public Comment**

**8. Public Hearings**

**9. Ordinances**

**10. Resolutions**

- A. RESOLUTION NO. 4706 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A SERVICE AGREEMENT WITH INVASIVE SPECIES ACTION NETWORK (ISAN) TO DEVELOP A PROPOSAL FOR WEED MANAGEMENT IN THE CITY OF LIVINGSTON. Page 22

**B. RESOLUTION NO. 4707 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A RENEWED AGREEMENT WITH FOUR CORNERS RECYCLING, LLC FOR RECYCLING SERVICES. Page 44**

**C. RESOLUTION NO. 4708 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING WISPWEST.NET TO REPLACE THE TOWER POLE AND ADD A FENCED SHELTER FOR THE TRANSMISSION TOWER ON NORTH SIDE HILL.**

**Page 58**

**D. RESOLUTION NO. 4709 - A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH EVERGREEN SKATEPARKS, LLC TO DESIGN THE SKATEPARK PROJECT IN THE CITY OF LIVINGSTON.**

**Page 83**

**11. Action Items**

**A. DISCUSS/APPROVE/DENY -- DISCUSS FINAL ACTION ON 10TH STREET ABANDONMENT**

**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**

**Calendar of Events**

**October 26, 2016 - 5:00 p.m. - Planning Board special meeting, Community Room, City/County Complex**

**October 27, 2016 - 4:00 p.m. - City Commission special meeting, Community Room, City/County Complex**

**November 1, 2016 - 8:30 a.m. - Urban Renewal Agency special meeting, Community Room, City/County Complex**

**November 1, 2016 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex**

**November 2, 2016 - 4:00 p.m. - City-County Meeting, MSU Extension Office, 119 South 3rd Street**

**November 8, 2016 - Election Day, City Offices Closed**

**November 8, 2016 - 3:30 p.m. - Historical Preservation meeting, Community Room, City/County Complex**

**November 11, 2016 - Veteran's Day, City Offices Closed**

**November 15, 2016 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex**

**November 16, 2016 - 8:30 a.m. - Urban Renewal Agency regular meeting, East Room, City/County Complex**

**November 16, 2016 - 4:00 p.m. - Park County Library Board regular meeting, Park County Library, 228 West Callender St.**

**November 16, 2016 - 5:00 p.m. - Planning Board regular meeting, Community Room, City/County Complex**

**Supplemental Material**

**Notice**

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

**Backup material for agenda item:**

- A. CONSENT - Approve Minutes from 10.18.16 regular Commission Meeting**

Livingston City Commission Meeting  
October 18, 2016  
6:30 PM  
City-County Complex

**1. Call to Order**

**2. Roll Call**

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

**3. Moment of Silence**

**4. Pledge of Allegiance**

**5. Consent Items (00:07:06)**

**A. CONSENT - Approve Minutes from 10.11.16 Regular Commission Meeting**

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

**C. CONSENT - Approve members to the Skate Park Committee, including Derek Smith, Chad Wistey, Willow Bach-Hanson, B. Jon Lukenbill, Nathan Giambra, D. Drake Burford, Vasa White, Robert Everson, Michael Pincon**

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

**6. Proclamations**

**7. Scheduled Public Comment**

**8. Public Hearings**

**9. Ordinances**

**10. Resolutions**

**A. RESOLUTION NO. 4705- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH MOTOROLA FOR THE PURCHASE OF EQUIPMENT AND SOFTWARE AND FOR PROFESSIONAL SERVICES FOR THE CITY OF LIVINGSTON'S DISPATCH CENTER.**

(00:07:25)

- Jay Kiefer made comments (00:09:50)

- Friedman made a motion to pass Resolution No. 4705. Hoglund seconded.
  - All in favor, motion passed 5-0.

**B. RESOLUTION NO. 4704 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH LAWELLIN LAW, P.C. FOR THE PROVISION OF LEGAL SERVICES FROM COURTNEY LAWELLIN IN THE ROLE OF INTERIM CITY ATTORNEY. (00:12:47)**

- Friedman made a motion to pass Resolution No. 4704. Schwarz seconded.
  - Motion passed 4-1 (Sandberg opposed.)

## **11. Action Items**

**A. DISCUSS/APPROVE/DENY - Secondary offer for City Manager if chosen Finalist declines offer (00:23:42)**

**B. DISCUSS/APPROVE/DENY – Schedule time to take final action on 10<sup>th</sup> Street Abandonment (00:24:01)**

- Michelle Becker made comments (00:29:14)
- Discussion item to be on 11/1/16 City Commission Agenda

**C. DISCUSS/APPROVE/DENY - Appointment of a Commissioner to the Livingston Fire and Rescue Overtime Reduction Work Group (00:39:16)**

- Commissioner Schwarz agreed to take a seat on the Work Group

**D. DISCUSS/APPROVE/DENY - Hiring process for City Attorney recruitment (00:58:47)**

- Hoglund made a motion for two Commissioners to be involved in the interview process for City Attorney. Friedman seconded.
  - All in favor, motion passed 5-0.
- Break called for (01:07:25)
- Commission meeting reconvened (01:25:07)

**E. DISCUSS/APPROVE/DENY - Change in reporting relationship for City Attorney and possible revision of City Ordinances (01:25:07)**

- Schwarz made a motion to bring City Code §2-3 in compliance with Montana Code Annotated. Hoglund seconded.
  - All in favor, motion passed 5-0.

**12. City Manager Comment**

**13. City Commission Comments**

- Hoglund made comments. (01:38:38)

**14. Public Comments**

- Jill Mabie made comments (01:41:54)
- Jay Kiefer made comments (01:42:59)

**15. Adjournment (8:14 PM)**



**Backup material for agenda item:**

**B. CONSENT - Ratify Claims 2nd Half of October 2016**

10/24/16  
14:02:43

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 10/16

Page: 1 of 1  
Report ID: AP1002

For Doc # = 30365, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	211500 CASH TRANSFER	3364 CITY OF LIVINGSTON	Change for Halloween	400.00
Total for Fund:				400.00
Total:				400.00

10/24/16  
14:09:45

CITY OF LIVINGSTON  
Claim Details by Fund, Account  
For the Accounting Period: 11/16

Page: 1 of 1  
Report ID: AP1002

For Doc # = 30351, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	411700 CENTRAL STORES	225 FIRST INTERSTATE BANK	Log Me In Subscripti	110.88
Total for Fund:				110.88
Total:				110.88

10/24/16  
14:08:59

CITY OF LIVINGSTON  
Claim Details by Fund, Account  
For the Accounting Period: 11/16

Page: 1 of 1  
Report ID: AP1002

For check #s from 82538 to 82510, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	410400 CITY MANAGER	3444 LGNY, LISA	Health City Manager S	75.71
1000 GENERAL	410400 CITY MANAGER	2444 LGNY, LISA	Mileage - Boreman	33.48
1000 GENERAL	410400 CITY MANAGER	218 LIVINGSTON CHAMBER OF	Annual Awards Banquet	40.00
Total for Fund:				148.69
Total:				148.69

**Backup material for agenda item:**

**C. CONSENT - Approve Bills and Claims 2nd Half of October 2016**

10/25/16  
12:34:10

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 11/16

Page: 1  
Report ID: AP100Z

For doc #s from 30217 to 30374, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	351036 TIME PAYMENTS	999999 ENGLE, HOLLY	Overpayment on fine	2.00
1000 GENERAL	410360 CITY JUDGE	2608 STATE OF MONTANA - ITSD	33% Video Conferenci	109.29
1000 GENERAL	411030 PLANNER	3387 J & H, Inc.	Canon Copier Montly	12.81
1000 GENERAL	411030 PLANNER	162 CENTURYLINK	Planning dept	81.42
1000 GENERAL	411030 PLANNER	3210 LIVINGSTON LOCKS & CLOCKS	New locks & keys	83.88
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Mat cleaning	8.56
1000 GENERAL	411100 CITY ATTORNEY	3529 KASTING,KAUFFMAN & MERSEN	Legal Services	71.88
1000 GENERAL	411100 CITY ATTORNEY	3471 COURTNEY LAWELLIN, PC	Interim City Attor 1	5,209.68
1000 GENERAL	411100 CITY ATTORNEY	3471 COURTNEY LAWELLIN, PC	City Commission mtg	297.00
1000 GENERAL	411230 FACILITY MAINTENANCE	1658 KONE INC.	37% Maintenance agre	285.55
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	21.94
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	101 Star road	4.01
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	110 S. B Street	125.34
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	112 South B Street	102.51
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	8.22
1000 GENERAL	411230 FACILITY MAINTENANCE	151 NORTHWESTERN ENERGY	37% Facility	4,482.59
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	City/County complex	496.33
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	City of Livingston S	46.16
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	City of Livingston	49.84
1000 GENERAL	411230 FACILITY MAINTENANCE	147 LIVINGSTON UTILITY	110 S. B Street-Irri	0.49
1000 GENERAL	411230 FACILITY MAINTENANCE	529 GUY'S GLASS, INC.	37% Handicap door op	972.36
1000 GENERAL	411230 FACILITY MAINTENANCE	3407 LIVINGSTON DAYCARE, LLC	November 2016 Parkin	900.00
1000 GENERAL	411230 FACILITY MAINTENANCE	3519 OPPORTUNITY BANK OF	November Busness Off	1,775.00
1000 GENERAL	411230 FACILITY MAINTENANCE	3020 SECURITY SOLUTIONS, INC.	37% Access Control S	107.67
1000 GENERAL	411230 FACILITY MAINTENANCE	3020 SECURITY SOLUTIONS, INC.	37% Install New alar	349.65
1000 GENERAL	411230 FACILITY MAINTENANCE	3110 PLATT	37% Light bulbs	34.74
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	Internet @ PW	1,784.50
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel 450 gal	917.55
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel 495 gal	1,050.86
1000 GENERAL	411700 CENTRAL STORES	1730 SCHAEFFER MFG CO.	Barrel of 15/40+case	1,115.66
1000 GENERAL	411700 CENTRAL STORES	3353 STORY DISTRIBUTING	Diesel Fuel 205 gal	432.40
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	Canon Copier Lease	263.93
1000 GENERAL	411700 CENTRAL STORES	2999 TEAR IT UP L.L.C.	78# shredded paper	33.60
1000 GENERAL	411700 CENTRAL STORES	292 UPS STORE #2420, THE	Speed trailer comput	11.45
1000 GENERAL	411700 CENTRAL STORES	2705 CITY OF LIVINGSTON	Postage	2.83
1000 GENERAL	411700 CENTRAL STORES	2705 CITY OF LIVINGSTON	Tea, Creamers	17.59
1000 GENERAL	420100 OPERATING ACCOUNT	879 VERIZON WIRELESS	Sept Air Cards	413.82
1000 GENERAL	420100 OPERATING ACCOUNT	54 GATEWAY OFFICE SUPPLY	Ink cartridge, dvd s	50.84
1000 GENERAL	420100 OPERATING ACCOUNT	3237 WHISTLER TOWING, LLC	Suspect vehicle impo	125.00
1000 GENERAL	420100 OPERATING ACCOUNT	294 CHAPPELL'S BODY SHOP,	Car wash tokens	30.00
1000 GENERAL	420100 OPERATING ACCOUNT	732 LAW ENFORCEMENT TARGETS,	Targets	235.09
1000 GENERAL	420100 OPERATING ACCOUNT	2907 SHI INTERNATIONAL CORP.	Microsoft software u	5,075.25
1000 GENERAL	420100 OPERATING ACCOUNT	2197 TUBAUGH, MATTHEW F.	Settlement Payment	18,750.00
1000 GENERAL	420400 OPERATING ACCOUNTS	54 GATEWAY OFFICE SUPPLY	Office supplies	4.99
1000 GENERAL	420400 OPERATING ACCOUNTS	54 GATEWAY OFFICE SUPPLY	Office supplies	141.06
1000 GENERAL	420400 OPERATING ACCOUNTS	282 LIVINGSTON TRUE VALUE	LED bulbs	21.58
1000 GENERAL	420400 OPERATING ACCOUNTS	3223 BERG'S OVERHEAD DOOR LLC	Overhead door repair	160.00
1000 GENERAL	420400 OPERATING ACCOUNTS	3223 BERG'S OVERHEAD DOOR LLC	Waterh stripping on	75.00
1000 GENERAL	420400 OPERATING ACCOUNTS	26 LIVINGSTON ACE HARDWARE -	Batteries	23.97
1000 GENERAL	420400 OPERATING ACCOUNTS	1633 CHAMBERS, MICHAEL	Reimburse for Colleg	1,697.50
1000 GENERAL	420400 OPERATING ACCOUNTS	151 NORTHWESTERN ENERGY	330 Bennett - Fire T	52.20

10/25/16  
12:34:10

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 11/16

Page: 2  
Report ID: AP100Z

For doc #s from 30217 to 30374, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	420400 OPERATING ACCOUNTS	2595 TOWN & COUNTRY FOODS -	Cleaning supplies	61.89
1000 GENERAL	420400 OPERATING ACCOUNTS	14 SHOPKO STORES, LLC	Cleaning supplies	25.98
1000 GENERAL	420403 BUILDING INSPECTION	2 A-1 MUFFLER, INC.	Repair Brad's truck	175.00
1000 GENERAL	420403 BUILDING INSPECTION	541 HAEFS, BRAD	Reimburse Certifcat	100.00
1000 GENERAL	420403 BUILDING INSPECTION	162 CENTURYLINK	Building Dept.	159.04
1000 GENERAL	430100 PUBLIC WORKS ADMIN	3210 LIVINGSTON LOCKS & CLOCKS	New locks & keys	83.85
1000 GENERAL	430930 CEMETERY OPERATING	1390 KEN'S EQUIPMENT REPAIR,	Backhoe Service	200.00
1000 GENERAL	430950 ROAMING OPERATING	2087 WISPWEST.NET	Internet	44.95
1000 GENERAL	430950 ROAMING OPERATING	3602 AM ARBOR CARE, LLC	Tree Assessments	65.00
1000 GENERAL	430950 ROAMING OPERATING	147 LIVINGSTON UTILITY	Parks Garb & Cemeter	506.90
1000 GENERAL	430950 ROAMING OPERATING	3602 AM ARBOR CARE, LLC	Tree assessment	65.00
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	806 N 13th - Soccer	1.72
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	227 River Drive Conc	206.55
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 River Dr Pump	96.09
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	227 River Dr Softbal	73.40
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	229 River Dr.	9.34
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	G Street Park	112.23
1000 GENERAL	430950 ROAMING OPERATING	151 NORTHWESTERN ENERGY	616 River Dr	8.62
1000 GENERAL	430950 ROAMING OPERATING	26 LIVINGSTON ACE HARDWARE -	Carpentry Tools	59.99
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	3210 LIVINGSTON LOCKS & CLOCKS	New locks & keys	41.94
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	1839 MARATHON PRINTING	2017 Dog & Cat licen	207.00
1000 GENERAL	460430 PARKS OPERATING	1390 KEN'S EQUIPMENT REPAIR,	Backhoe Service	193.50
1000 GENERAL	460430 PARKS OPERATING	162 CENTURYLINK	Park Dept	103.39
1000 GENERAL	460430 PARKS OPERATING	781 2M COMPANY, INC.	Pressure Reducer	220.00
1000 GENERAL	460430 PARKS OPERATING	3608 REECE DISTRIBUTING	rubber gloves	199.00
1000 GENERAL	460430 PARKS OPERATING	63 HOUSE OF CLEAN	Rubber gloves	238.47
1000 GENERAL	460430 PARKS OPERATING	63 HOUSE OF CLEAN	Cleaning supplies	99.12
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE -	Shop	22.80
1000 GENERAL	460442 CIVIC CENTER ADMIN	1747 CANON FINANCIAL SERVICES,	Canon lease	86.10
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	2087 WISPWEST.NET	Pool Internet	44.95
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE -	Splash Park	14.90
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	776 KENYON NOBLE	Splash Park	15.66
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	776 KENYON NOBLE	Splash Park	17.93
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	776 KENYON NOBLE	Splash Park	68.12
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	776 KENYON NOBLE	Splash Park	8.46
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE -	splash park	17.03
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	776 KENYON NOBLE	Splash Park	20.02
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE -	Splash Park	34.44
1000 GENERAL	460445 SWIMMING POOL AND SPLASH	26 LIVINGSTON ACE HARDWARE -	Splash Park	62.87
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	2595 TOWN & COUNTRY FOODS -	Rec Dept. supplies	62.50
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3387 J & H, Inc.	Civic Center Printer	61.23
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Camp lunch supplies	17.50
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Stamps	17.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Fun Faire supplies	20.94
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Water refill	4.90
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Storage container	5.70
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3364 CITY OF LIVINGSTON	Student recycling pi	5.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3454 BURNS, CORRIE	Gymnastics Instructo	756.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3586 TARR, MARGARET	Costco - Kitchen sup	93.61
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	162 CENTURYLINK	Civic Center	98.94

10/25/16  
12:34:10

CITY OF LIVINGSTON  
Claim Approval by Fund, Account  
For the Accounting Period: 11/16

Page: 3  
Report ID: AP100Z

For doc #s from 30217 to 30374, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
<b>Total for Fund:</b>				<b>53,077.86</b>	
2211	SOCCER FIELDS	411810 CAPITAL IMPROVEMENTS	3599 SPRING CORPORATION	LYSA	28,363.66
2211	SOCCER FIELDS	411810 CAPITAL IMPROVEMENTS	122 DEPARTMENT OF REVENUE	1% Gross receipts ta	286.50
<b>Total for Fund:</b>				<b>28,650.16</b>	
2310	TAX INCREMENT DISTRICT -	470300 ECONOMIC DEVELOPMENT	2679 VISION LIVINGSTON	Mural Grant	6,225.00
<b>Total for Fund:</b>				<b>6,225.00</b>	
2399	IMPACT FEES	430240 STREET DEPARTMENT	3390 TD&H ENGINEERING, INC	Storm Drain Study	4,395.70
<b>Total for Fund:</b>				<b>4,395.70</b>	
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 Alpenglow - Stre	39.53
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	I90 & 89S- Street li	7.55
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	600 W Park	79.52
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	412 Callender	86.42
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	C&D on Lewis	32.31
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	1100 W Geyser	10.76
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	900 W Geyser	10.76
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	132 S B	168.38
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	E street & Alley	56.01
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	18 W Park	95.32
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	F & G on Callender	48.83
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	D & E on Callender	70.35
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	M & N on callender	74.02
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	School Flasher Park	8.37
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 7th, Montana & Chi	60.01
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	N 2nd, Montana & Chi	82.84
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	Glenn Addition	109.93
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	105 W Park	45.02
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	320 N Main	35.13
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	114 W Summit	32.62
2400	LIGHT MAINTENANCE	420100 OPERATING ACCOUNT	151 NORTHWESTERN ENERGY	202 S 2nd	27.65
<b>Total for Fund:</b>				<b>1,181.33</b>	
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3210 LIVINGSTON LOCKS & CLOCKS	New locks & keys	83.88
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3390 TD&H ENGINEERING, INC	Murdochs	22.41
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3390 TD&H ENGINEERING, INC	Brookstone	169.05
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3390 TD&H ENGINEERING, INC	General services	270.38
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	147 LIVINGSTON UTILITY	Street Shop	54.46
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	151 NORTHWESTERN ENERGY	city shop building 4	184.25
2500	STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	162 CENTURYLINK	City Shop 50%	30.57
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1390 KEN'S EQUIPMENT REPAIR,	Equipment Repair	92.00
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	1390 KEN'S EQUIPMENT REPAIR,	Equipment Repair	219.40
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Shop supplies	51.97
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Shop supplies	184.98
2500	STREET MAINTENANCE	430240 STREET DEPARTMENT	26 LIVINGSTON ACE HARDWARE	- Shop supplies	49.99

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Fund	Department Name (Account)	Vendor #/Name	Description	Amount
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3387 J & H, Inc.	Canon Copier Montly	12.70
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3040 PRO RENTALS & SALES, INC.	Parts for equip.	77.82
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	Equip. Parts	149.96
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	Equip. Parts	372.32
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	Equip. Parts	145.96
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Shop supplies	248.04
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Shop supplies	131.93
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	2863 KIMBALL MIDWEST	Duplicate Pmt Ck #82	-253.76
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	999999 CUSTOM RECYCLERS INC.	Shop Supplies	60.00
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	23 CARQUEST AUTO PARTS	repair/maint. suppli	54.50
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3043 STAHLY ENGINEERING, INC	2015 CIP	157.81
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
<b>Total for Fund:</b>				<b>2,579.17</b>
2820 GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	Gravel	483.47
2820 GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	Gravel	1,023.65
2820 GAS TAX	430240 STREET DEPARTMENT	2904 FISHER SAND AND GRAVEL	Gravel	1,689.55
2820 GAS TAX	430240 STREET DEPARTMENT	8 KNIFE RIVER	Asphalt	923.25
2820 GAS TAX	430240 STREET DEPARTMENT	12 NORMONT EQUIPMENT	Traffic Paint	1,499.40
2820 GAS TAX	430240 STREET DEPARTMENT	3040 PRO RENTALS & SALES, INC.	Rental on saw	43.63
<b>Total for Fund:</b>				<b>5,662.95</b>
3200 WEST END TAX INCREMENT	490200 REVENUE BONDS	3390 TD&H ENGINEERING, INC	booster station	6,154.69
<b>Total for Fund:</b>				<b>6,154.69</b>
4100 FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	3622 MACINNES, KEN	Reimburse - Ladder	139.99
4100 FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	2907 SHI INTERNATIONAL CORP.	Office pro	338.35
<b>Total for Fund:</b>				<b>478.34</b>
5210 WATER OPERATING	343021 METERED WATER SALES	999999 R & R TAYLOR CONSTRUCTION	Over payment	45.99
5210 WATER OPERATING	343021 METERED WATER SALES	999999 BECKER, TOM/MICHELLE	Over payment	74.06
5210 WATER OPERATING	430510 WATER ADMINISTRATION	112 MONTANA RAIL LINK	Lease Agreement	234.00
5210 WATER OPERATING	430510 WATER ADMINISTRATION	999999 TOBY UNDEM	Training - 1 hour la	27.50
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3210 LIVINGSTON LOCKS & CLOCKS	New locks & keys	125.82
5210 WATER OPERATING	430515 WATER SERVICES	38 MONT DEPT OF	Lease Agreement	7,328.00
5210 WATER OPERATING	430515 WATER SERVICES	2863 KIMBALL MIDWEST	Shop Supplies	67.94
5210 WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE -	Misc. Supplies	36.97
5210 WATER OPERATING	430515 WATER SERVICES	2527 MSE TECHNOLOGY	Sampling	158.40
5210 WATER OPERATING	430515 WATER SERVICES	2527 MSE TECHNOLOGY	Sampling	158.40
5210 WATER OPERATING	430515 WATER SERVICES	2527 MSE TECHNOLOGY	Sampling	176.00
5210 WATER OPERATING	430515 WATER SERVICES	23 CARQUEST AUTO PARTS	Safety Beacon	154.55
5210 WATER OPERATING	430515 WATER SERVICES	3387 J & H, Inc.	Canon Copier Montly	12.80
5210 WATER OPERATING	430515 WATER SERVICES	3390 TD&H ENGINEERING, INC	Murdochs	22.42
5210 WATER OPERATING	430515 WATER SERVICES	3390 TD&H ENGINEERING, INC	Brookstone	169.05
5210 WATER OPERATING	430515 WATER SERVICES	3390 TD&H ENGINEERING, INC	General services	270.38
5210 WATER OPERATING	430515 WATER SERVICES	776 KENYON NOBLE	Concrete for thrust	38.97
5210 WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE -	Bleach	3.98
5210 WATER OPERATING	430515 WATER SERVICES	26 LIVINGSTON ACE HARDWARE -	Misc. Supplies	76.96

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Fund	Department Name (Account)	Vendor #/Name	Description	Amount	
5210	WATER OPERATING	430515 WATER SERVICES	2437 O'REILLY AUTOMOTIVE, INC	Seat cover	44.99
5210	WATER OPERATING	430515 WATER SERVICES	1677 BROWN'S SEPTIC SERVICE	Portapotties	100.00
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	132 S B - B St. Well	1,428.58
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	56 Water Tower	552.82
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	D & Geyser Well Hous	1,526.57
5210	WATER OPERATING	430515 WATER SERVICES	151 NORTHWESTERN ENERGY	Werner Addition Pump	76.20
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	162 CENTURYLINK	Utility 1/3	76.40
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	26 LIVINGSTON ACE HARDWARE	- Building Supplies	58.95
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	147 LIVINGSTON UTILITY	Utility shop	126.18
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	151 NORTHWESTERN ENERGY	330 Bennett 1/3	174.59
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3043 STAHLY ENGINEERING, INC	2015 CIP	115.63
5210	WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	102 INDUSTRIAL TOWEL	Mat cleaning	8.56
				<b>Total for Fund:</b>	<b>13,471.66</b>
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	112 MONTANA RAIL LINK	Lease Agreement	234.00
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	999999 TOBY UNDEM	Training - 1 hour la	27.50
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3210 LIVINGSTON LOCKS & CLOCKS	New locks & keys	167.75
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	Murdochs	22.42
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	Brookstone	169.05
5310	SEWER OPERATING	430610 SEWER ADMINISTRATION	3390 TD&H ENGINEERING, INC	General services	270.39
5310	SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	Utility 1/3	76.40
5310	SEWER OPERATING	430620 FACILITIES	147 LIVINGSTON UTILITY	Utility shop	128.52
5310	SEWER OPERATING	430620 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennett 1/3	174.59
5310	SEWER OPERATING	430620 FACILITIES	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
5310	SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	City Shop 12%	7.34
5310	SEWER OPERATING	430620 FACILITIES	162 CENTURYLINK	City Shop 38%	23.22
5310	SEWER OPERATING	430625 SEWER SERVICES	1390 KEN'S EQUIPMENT REPAIR,	Backhoe Service	391.50
5310	SEWER OPERATING	430625 SEWER SERVICES	2863 KIMBALL MIDWEST	Shop Supplies	67.95
5310	SEWER OPERATING	430625 SEWER SERVICES	26 LIVINGSTON ACE HARDWARE	- Misc. Parts	1.18
5310	SEWER OPERATING	430625 SEWER SERVICES	3387 J & H, Inc.	Canon Copier Montly	12.70
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	3 Rogers Lane Lift S	31.58
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	900 River Dr Pump	77.72
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	1011 River Dr - Edge	18.01
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	Monroe Lift Station	216.86
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	9th & 10th Lift Stat	28.55
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	2800 E Park Lift sta	100.58
5310	SEWER OPERATING	430625 SEWER SERVICES	151 NORTHWESTERN ENERGY	320 Alenglow Lift St	172.86
5310	SEWER OPERATING	430630 COLLECTION AND	3043 STAHLY ENGINEERING, INC	2015 CIP	101.56
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	162 CENTURYLINK	Sewer Plant	176.49
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Nutrient testing	102.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	26 LIVINGSTON ACE HARDWARE	- Supplies	86.90
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	3562 Snap-On	Grease gun hose	59.62
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	3216 FRANKLIN MILLER, INC	Level Transducer Hea	1,255.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	3044 HUBER TECHNOLOGY	Maintenance contract	1,300.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	3044 HUBER TECHNOLOGY	Rebuild Huber screw	10,333.62
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Nutrient Tests	102.00
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	84 A & I DISTRIBUTORS	Hydraulic oil for th	355.10
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	999999 NCL OF WISCONSIN INC.	lab supplies	2,179.64
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	147 LIVINGSTON UTILITY	Sewer Plant	356.53
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	3605 ADVANCED ENGINEERING &	water reclamation f	38,095.42
5310	SEWER OPERATING	430640 SEWER TREATMENT PLANT	26 LIVINGSTON ACE HARDWARE	- Supplies	11.99



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Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	151 NORTHWESTERN ENERGY	WWTP 316 Bennett	10,906.76
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	102 INDUSTRIAL TOWEL	Mat cleaning	23.90
<b>Total for Fund:</b>				<b>67,875.75</b>
5410 SOLID WASTE	430810 SOLID WASTE	3210 LIVINGSTON LOCKS & CLOCKS	New locks & keys	83.88
5410 SOLID WASTE	430820 FACILITIES	3387 J & H, Inc.	Canon Copier Montly	12.70
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Utility 1/3	76.39
5410 SOLID WASTE	430820 FACILITIES	162 CENTURYLINK	Scale House	99.00
5410 SOLID WASTE	430820 FACILITIES	147 LIVINGSTON UTILITY	Scale House	32.79
5410 SOLID WASTE	430820 FACILITIES	147 LIVINGSTON UTILITY	Utility shop	56.61
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	city shop building 4	184.25
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	Scale House 408 Benn	36.46
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	Transfer station 408	1,053.76
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennett 1/3	174.60
5410 SOLID WASTE	430820 FACILITIES	151 NORTHWESTERN ENERGY	330 Bennet Compactor	110.71
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Mat cleaning	8.55
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1390 KEN'S EQUIPMENT REPAIR,	Backhoe Service	392.50
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	23 CARQUEST AUTO PARTS	Coolant	51.96
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	147 LIVINGSTON UTILITY	Street Shop	54.46
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	1 TECH ELECTRIC, INC	Cardboard ele. motor	1,880.00
5410 SOLID WASTE	430835 CAPITAL OUTLAY	10 MOBILE REPAIR & WELDING,	Metal - Transfer Sta	3,457.64
<b>Total for Fund:</b>				<b>7,766.26</b>
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	327.57
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	523.71
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	7.21
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2595 TOWN & COUNTRY FOODS -	Station supplies	12.66
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2595 TOWN & COUNTRY FOODS -	Station supplies	18.81
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	23 CARQUEST AUTO PARTS	DEF, Floor dry	59.26
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	23 CARQUEST AUTO PARTS	Cleaner	33.69
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	54 GATEWAY OFFICE SUPPLY	Office supplies	8.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	55 LIVINGSTON HEALTH	Patient supplies	222.84
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	14 SHOPKO STORES, LLC	Station supplies	22.98
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	25.25
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	186.26
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2662 BOUND TREE MEDICAL, LLC	Patient supplies	189.12
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	61 TERRELL'S OFFICE	Maintenance contract	100.80
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	22 ALL SERVICE TIRE &	Medic 2 tires	342.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	22 ALL SERVICE TIRE &	Medic 2 tires	1,710.00
<b>Total for Fund:</b>				<b>3,791.15</b>
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	958 HARRINGTON, KEVIN	Flex Account	116.11
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2751 EDMISTON, KATHRYN	Flex Account	33.19
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2969 CLAWSON - ROBERTS,	Flex account	96.12
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1550 MALCOTT, EILEEN	Flex Account	39.33
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1550 MALCOTT, EILEEN	Flex account	50.00
<b>Total for Fund:</b>				<b>334.75</b>

Total: 201,644.77

**Backup material for agenda item:**

- D. CONSENT - Approval of revised City-County Compact Chapter concerning tennis court maintenance**

City of Livingston/Park County Compact  
April 13, 2016

## **Chapter 7 – Public Tennis Court Maintenance**

**History / Origin:** October, 2015

**Duration:** The terms of this agreement shall coincide with the terms of the City – County Compact, approved in February of 2012.

**Statutory Authority:** Interlocal Statutes

**Purpose:** Contract for the purpose of assuring the future maintenance of public tennis courts, owned by the City of Livingston and the Livingston School District through joint funding cooperation by the City of Livingston, Park County, Livingston Tennis Association and Livingston School District.

**Finances:** The City of Livingston, Park County, Livingston Tennis Association and the Livingston School District agree to provide funding amounts, as indicated below, for the purpose of regular structural maintenance to tennis courts owned by the City of Livingston and Livingston School District, and depicted on the attached map.

The total cost for resurfacing 8 new court is estimated at \$48,000 (\$6,000 per court) based on an estimate provided by LPTA. Courts will need to be resurfaced every 5 to 8 years. The Livingston School District has agreed to budget \$12,000 to resurface the two courts they own at Sleeping Giant Middle School. The City of Livingston will incorporate its Tennis Court Maintenance into expenditures into the annual Capital Improvement Plan and Annual Budget to be sure the necessary work is performed within budgetary considerations and the recommended maintenance period of 5 to 8 years.

The City of Livingston, Park County, and Livingston Tennis Association agree the repair for the remaining six courts will be appropriated in the following manner:

City of Livingston	\$21,600
LPTA	\$ 9,600
Park County	\$ 4,800
Livingston Schools	\$12,000*

\*These costs will be borne by Livingston School District, but are separate from this agreement.

**Property:** Nothing in this agreement shall impact, interfere with, or otherwise modify, the clear ownership rights of the City of Livingston and Livingston School District to the tennis courts. By participation in this agreement, no entity gains any share of ownership or other entitlements, which did not clearly exist, in writing prior to this agreement.

**Contract Administration:** The City of Livingston, and Livingston School District maintain the sole responsibility and authority for procuring the products and services needed to complete the work necessary to fulfill their obligations within this agreement. Such procurement will be done in accordance with organizational policies, as well as federal, state, and local laws and regulations.

**Use Agreements:** As a result of this chapter a *Facility Use Agreement* will be developed between the City of Livingston, Livingston School District, and Livingston Tennis Association which outlines the use of the City and School courts, for practice, matches and tournaments and other events/activities. This document will also address the LSD responsibility to resurface the two courts at SGMS. A copy of the Facility Use Agreement will be maintained as an appendix of the City County Compact for documentation purposes.

**Reporting:** All documents, contracts, and other materials that result from the implementation of this agreement shall be subject to the Open Records requirements of the State of Montana.

**Backup material for agenda item:**

- A. RESOLUTION NO. 4706 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A SERVICE AGREEMENT WITH INVASIVE SPECIES ACTION NETWORK (ISAN) TO DEVELOP A PROPOSAL FOR WEED MANAGEMENT IN THE CITY OF LIVINGSTON.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4706

**Date of First Consideration / Status:** November 1, 2016

**Purpose of Legislation:** To authorize the City Manager to enter into a Professional Services Agreement with Invasive Species Action Network (ISAN) to prepare a terrestrial noxious weed management plan for City of Livingston parks, trails, green spaces, riparian areas and cemetery.

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

**Background:** The City of Livingston (the “City”) applied and received a \$4,000 Montana Noxious Weed Trust Fund grant from the Montana Department of Agriculture for an “Integrated Noxious Weed Education Across Livingston” program that provides an innovative approach towards community involvement in preventing the spread of noxious weeds at the City level by informing visitors at our parks and trails, as well as participating in outreach activities. This program also includes a City specific Integrated Noxious Weed Plan to be completed by Invasive Species Action Network (ISAN). City of Livingston staff and Invasive Species Action Network (“ISAN”) have worked together to provide a comprehensive scope of work for the Integrated Weed Plan. The City and ISAN now desire to execute and start work on the project with the following Professional Services contract. The City and ISAN have agreed upon the Professional Services Agreement attached to Resolution No. 4706 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:** Professional Services Agreement and Fiscal Note.

**RESOLUTION NO. 4706**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A SERVICE AGREEMENT WITH INVASIVE SPECIES ACTION NETWORK (ISAN) TO DEVELOP A PROPOSAL FOR WEED MANAGEMENT IN THE CITY OF LIVINGSTON.**

**WHEREAS**, the City of Livingston desires to manage noxious weeds in its parks, trails, green spaces, riparian areas, and in its cemetery; and

**WHEREAS**, the City's public works department sought out an independent contractor that could provide the required knowledge and experience to prepare a comprehensive and adaptive terrestrial noxious weed management plan; and

**WHEREAS**, Invasive Species Action Network ("ISAN"), a Livingston Montana not for profit corporation, which has the necessary expertise, and the public works department believes that ISAN will satisfactorily provide said management plan; and

**WHEREAS**, the public works department is requesting the City Commission authorize the City Manager to enter into a Service Agreement ("Agreement") with ISAN, in which ISAN will develop a terrestrial noxious weed management plan which document is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager is ready, willing, and able to execute the Agreement upon the City Commission's approval of this Resolution.

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

The City Manager is hereby authorized to enter into the Agreement with ISAN, which document is attached hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of May, 2016.

---

**JAMES BENNETT - Chairman**

**Resolution No. 4706**

**Authorizing City Manager to Enter Into Service Agreement with ISAN**

**Page 1**



**ATTEST:**

**APPROVED AS TO FORM:**

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**LISA HARRELD**  
**Recording Secretary**

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**COURTNEY LAWELLIN**  
**City Attorney**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES 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 INVASIVE SPECIES ACTION NETWORK, a Montana corporation with its principal place of business located at 215 East Lewis Street Livingston, Montana 59047 (hereinafter referred to as the “Contractor” or ISAN; and together with the City, the “Parties”).

### RECITALS:

- A. The City desires to manage terrestrial noxious weeds in its parks and green spaces and on its trails, riparian areas, and in the cemetery. The need for a management plan has been identified by the City as a top priority for 2017 following discussions with city staff; and
- B. The Contractor is a 501(c)3 with a mission to reduce the human caused spread of invasive species, including noxious weeds. ISAN is independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to create a Proposal for the management of terrestrial noxious weeds and complete the Proposal under the terms and conditions contained in this Agreement. It will be developed to complement the existing Park County Noxious Weed Management plan. This plan will focus on trails & green spaces but most of the information contained can be easily applied to other city properties such as alleys, parking lots and right-of-ways undertake

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. SCOPE OF WORK/SERVICES. City agrees to retain ISAN to perform all services and comply with all obligations specified or indicated in the Proposal for which the work shall be completed may be generally described as “City of Livingston Noxious

Weed Management Plan.” The Proposal to Develop is attached hereto and incorporated herein as **Exhibit A** (collectively, the “Services”).

3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement ISAN agrees that all hiring will be on the basis of merit and qualifications and that ISAN will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
4. NATURE OF RELATIONSHIP.
  - a. ISAN 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. ISAN shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, ISAN has been and will continue to be free from the control or direction of the City in the performance of this Agreement. ISAN 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. Because ISAN is an independent contractor, ISAN is not entitled to any workers compensation or any benefit of employment with the City.
  - b. ISAN 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 ISAN in performance of this Agreement.
  - c. ISAN, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned entities and persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

5. COMPENSATION.

- a. For the satisfactory completion of the Services, the City will pay ISAN a sum not to exceed Six Thousand and No/100 Dollars (\$6,000.00).
- b. ISAN shall submit an invoice every month if it has provided the City with Services during the preceding month. The invoices will include charges for the Services actually performed during the associated billing period. The invoices shall include, at a minimum, the following information: (i) a clear description of the tasks performed; (ii) identification of the project with which all charges are associated; (iii) the contracted dollar amount for the Services, if applicable; (iv) the Services completed to date for the associated project; and (v) the Services that remain to be completed for the associated project. Each invoice shall be accompanied by a monthly summary that provides the following information: (i) all current projects; (ii) the estimated dollar amount of the total project costs for each project; (iii) the amount the City has paid to date on each project; and (iv) the amount the City will likely pay to complete each project shown on that month's invoice.
- c. In connection with obtaining payment under this Agreement, ISAN 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. ISAN assumes responsibility for the late filing of a claim.
- d. In the event ISAN seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, ISAN must seek prior written authorization from the City before such expenditure is incurred. If ISAN fails to obtain prior written authorization, ISAN shall not be entitled to payment for the unauthorized work, materials or services.

6. ISAN'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES. ISAN 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 Services.
- b. 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 of the Services.

- c. It has reviewed 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.
  - d. In connection with the Services, it will exercise the standard of care that is ordinarily used by members of ISAN's profession practicing under similar conditions at the same time and in the same locality.
7. OWNERSHIP OF DOCUMENTS. All data, information, work in progress, documents, reports, and intellectual property developed in connection with any work under this Agreement, both in hard-copy form and as may be embodied on computer diskettes or similar information recording and storage media, is deemed the City's property and, upon request, shall be delivered to the City. Following the City's acceptance of materials described in this paragraph, the City shall indemnify and hold ISAN harmless for any changes or revisions to the plans and related documents ISAN prepares under this Agreement that are made without ISAN's knowledge and written consent. The City's use of any files that are secured from ISAN that are not in final format with a Professional Engineer's stamp is at the City's own risk. The City shall indemnify and hold ISAN harmless for the use of any non-stamped drawings.
8. TERMINATION OF THIS AGREEMENT.
- a. If the City fails to substantially perform in accordance with the terms of this Agreement, ISAN 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 ISAN to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, ISAN shall provide the City with a written notice to terminate this Agreement. ISAN 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 ISAN is at fault for the City's nonpayment.
  - b. The City may terminate this Agreement upon not less than thirty (30) days prior written notice to ISAN. If the City terminates this Agreement for a reason other than fault of ISAN, ISAN shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

9. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, City shall indemnify and hold harmless ISAN and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of City or City's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the City with respect to this Agreement or to the Services. Similarly, to the fullest extent permitted by law, ISAN shall indemnify and hold harmless City and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of ISAN or ISAN's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to ISAN with respect to this Agreement or to the Services.
10. INSURANCE. In addition to any other insurance which ISAN may choose to carry, ISAN shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers' compensation as required by state law; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$5,000,000 excess/umbrella liability; (c) professional liability with a limit of \$1,000,000 per claim and \$1,500,000 aggregate made against ISAN for errors or omissions in the performance of this Agreement. ISAN's certificates of insurance are 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.
11. COMPLIANCE WITH LAWS. ISAN agrees it will comply with all federal, state and local laws, rules and regulations.

- 12. SURVIVAL. All express representations, indemnifications, or limitations of liability made in or given in this Agreement shall survive completion of the Services or the termination of this Agreement for any reason.
- 13. FORCE MAJEURE. The Parties shall not hold each other responsible for damages or delay in the performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other’s employees and agents.
- 14. 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 as follows:

City: City of Livingston  
 Attn: Shannon Holmes  
 330 Bennett Street  
 Livingston, Montana 59047

ISAN: INVASIVE SPECIES ACTION NETWORK,  
 215 East Lewis Street  
 Livingston, Montana 59047

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

- 15. 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.
- 16. 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.

17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.
18. INTERPRETATION. 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 ISAN or the City 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. VENUE. 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 under this Agreement.
22. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.
23. LIAISON. The designated liaison with the City is Shannon Holmes, who can be reached at (406) 222-5667. ISAN's liaison is Robert Wiltshire, who can be reached at (406) 222-7270.



- 24. 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.
  
- 25. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used -- If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

**CITY OF LIVINGSTON**

**INVASIVE SPECIES ACTION NETWORK,  
a Montana not for profit corporation**

\_\_\_\_\_  
**Lisa Lowy, Interim City Manager**

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

[ Exhibit A ]

[ Scope of Work ]

[ **Exhibit B** ]

[ **Certificates of Insurance** ]

Steve Bullock  
Governor

302 N Roberts, PO Box 200201  
Helena, Montana 59620-0201

Ron de Yong  
Director

406.444-3144 • Fax: 406.444.5409 • agr@mt.gov • www.agr.mt.gov

March 17, 2016

Melody Montgomery  
City of Livingston  
229 River Drive  
Livingston, MT 59047

Dear Melody,

Thank you for the time and effort put into submitting your application to the Montana Noxious Weed Trust Fund grants program. The Noxious Weed Management Advisory Council reviewed 86 project applications with a total request of \$2,005,413.

Funding requests exceeded the amount that could be supported by the Trust Fund, which required the Advisory Council to make some very tough decisions. As a result, some proposals were not funded, and other proposals were funded at less than the requested amount. Director de Yong has approved funding 83 of the proposals for a total of \$1,662,057.

The Director is pleased to inform you that he concurs with the Council's recommendation to fund your proposal for the "Integrated Noxious Weed Education Across Livingston" for \$4,000. The Advisory Council requests that you work closely with Shantell Frame-Martin on this project.

Contracts for the project will be sent for your review and appropriate signatures. Please note the date and signature section of the contract to determine when the funding can be utilized.

Thank you for your interest in the Noxious Weed Trust Fund program. We look forward to working with you. If you have any questions please contact Dave Burch at 444-3140, Jasmine Reimer at 444-7882 or Carol Bearden at 444-7880.

Sincerely,



Greg Ames  
Administrator

C: Shantell Frame-Martin



## Application

### 33166 - AGR Noxious Weed Trust Fund 2016 Education/Development - Final Application

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36354 - Integrated Noxious Weed Education across Livingston  
AGR Noxious Weed Trust Fund

Status: Submitted Submitted Date: 11/30/2015 3:49 PM

### Applicant Information

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#### Primary Contact:

Name:\* Ms. Melody Montgomery  
Salutation First Name Middle Name Last Name

Title:

Email:\* mmontgomery@livingstonmontana.org

Alternate Email montgomery.melody@gmail.com

Address:\* 229 River Drive  
montgomery.melody@gmail.com

\* Livingston Montana 59047  
City State/Province Postal Code/Zip

Phone:\* 402-223-1616  
Phone Ext.  
###-###-####

Alternate Phone

Fax:

#### Organization Information

Name:\* Livingston, City of

Organization Type: City Government

Organization Website: <http://www.livingstonmontana.org/>

Address:\* 414 East Callender Street

\* Livingston Montana 59047  
City State/Province Postal Code/Zip

Phone:\* 406-823-6001

Ext.

Alternate Phone

Fax: 406-222-6823

Email address

Alternate Email

### Project Information

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Enter the name of the person that will be giving the 15 minute presentation at the grant hearings.

Presenter for  
the Noxious  
Weed Trust Fund  
Hearings:\* Melody Montgomery

**Brief Project Description:** This proposal is a cooperative relationship between the City of Livingston, Park County, and the Adopt-A-Trailhead Program. It represents an innovative step towards community involvement in preventing the spread of noxious weeds at the city level by informing visitors at our parks and trails, as well as participating in outreach activities.

350 characters max.

**Project Type:** New

**How many years will this project require Trust Fund support?** 1

**Total Grant Funds:** \$4,000.00

**Total Matching Funds:** \$4,000.00

**Total Project Funds:** \$8,000.00

**Previous Funding**

**Is this a Continuing Project** No

**Previous Funding**

MDA Grant Number	Amount Received
	\$0.00

**Cooperators**

Cooperator Type	Cooperator's Name	If Other, please identify
County Weed District	Clay Williams	
Other	Leah Elwell	Invasive Species Action Network (Local Non-Profit)
Other	Shantell Martin-Frame	Montana Noxious Weed Education Campaign

**Participation**

**Description of Participation\***

Cooperators involved in this proposal include Park County (*please see Letter of Support*), the City of Livingston and its community members, and the Montana Adopt-A-Trailhead Program (*please see Letter of Support*), which is a partnership between the Montana Noxious Weed Education Campaign and the Montana Department of Agriculture. We will work with the Adopt-A-Trailhead Program to create noxious weed awareness kiosks, starting with a trailhead along the Yellowstone River. Additionally, we will work with Park County to ensure the city-specific Integrated Noxious Weed Management Plan, which will be created through this award, complements and enhances Park County's existing plan. Our initial focus will be on managing noxious weeds at our trails and parks, particularly by encouraging community involvement in addition to traditional methods. We will also examine best practices for maintaining weeds at the cemetery and new developments, including new trails. We will contract local experts to develop this plan. Additionally, we will work with the Montana Weed Control Association to feature Livingston in their 2017 calendar, which we will distribute to local businesses and citizens. In summary, the city will play a central role in this award, but the participation of others is key to its success. We are grateful for the enthusiasm and support for which this proposed project has been met.

2,000 character max.

**Budget**

Expense	Grant	Grant Funds Narrative	Match	Match Funds Narrative
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Category	Funds		Funds	
Salaries	\$0.00		\$0.00	
Benefits	\$0.00		\$0.00	
Contracted Services	\$3,500.00	Integrated Weed Management Plan	\$3,500.00	Integrated Weed Management Plan
Supplies & Materials	\$500.00	Calendars/Educational Material	\$500.00	Calendars/Educational Material
Communications	\$0.00		\$0.00	
Travel	\$0.00		\$0.00	
Other Expenses	\$0.00		\$0.00	
Totals	\$4,000.00		\$4,000.00	

**Total In-Kind Contributions**

**Total In-Kind Contributions:\*** Weed Inventory (Intern) = \$0 (in kind donation of time)  
 Two Adopt-A-Trailhead kiosks and boot brushes = \$906 (provided by Adopt-A-Trailhead)  
 Staffing Events = In-kind donation of time

**Project Overview - Education**

**Education Need:\***

*Describe how this project helps attain the education needs outlined in the Montana Noxious Weed Management Plan and how the education program is based on sound ecological principles. For more information go to Plan of Action for Public Outreach, Awareness, and Education in the State Weed Management Plan.*

Education provides the foundation for a knowledgeable public that can collectively help control and prevent the spread of noxious weeds. Fortunately, several resources are available, but dissemination of information is critical. Thus, through collaborations, we will provide targeted but diverse resources to educate the local public on how they can help prevent the spread of noxious weeds, starting with our parks and trails. The overall goal of this proposal is to minimize the spread of noxious weeds within the City of Livingston, initially focusing targeted information around our city trail systems (existing and new trails), parks, and riparian areas, such as the Sacajawea Lagoon. We will complete this goal through (1) mapping and inventorying existing weeds, (2) developing an integrated weed management plan in collaboration with Park County’s existing weed management plan, and (3) partnering with the Adopt-A-Trailhead program (Figure 1; Attachments Section) to place educational kiosks describing noxious weeds and preventative measures along our trails.

Livingston is located along the Yellowstone River, which is not only irrigates thousands of acres of farmland but is also considered a scenic treasure. As such, our trail system within the city attracts locals as well as visitors (Figure 2; Attachments Section). Similarly, according to the Montana Weed Management Plan, “educational programs on noxious weeds should continue to focus on recreational users of trails and two-track roads.” Also, according to the Montana Weed Management Plan, “non-sportsman outdoor recreationists that have not traditionally been targeted through educational efforts.” In response to this call, our proposal targets these areas, in addition to other educational needs highlighted in the Montana Weed Management Plan. One busy trail in particular runs along the Yellowstone River, and this is one site where we will work with the *Adopt-A-Trailhead program* to inform visitors of the various noxious determined to be present after our initial assessment, which will be based on sound ecological principles. The educational kiosks will serve to inform recreationalists of the existing weeds and educate them on how to address/manage each particular case. For example, certain noxious weeds can be treated through pulling them out from their roots. If the initial mapping identifies these types of weeds, we will coordinate with the Adopt-A-Trailhead program to help visitors on the trail identify them and encourage them to pull these weeds. We will do the same for our Sacajawea Park and Lagoon. In summary, the strength of this proposal is that we will use several vehicles to provide educational information on noxious weeds to our community. Considering the information and knowledge already available, connecting our community to this knowledge will represent a major step towards collectively helping prevent the spread of noxious weeds.

3000 character max.

**Public Awareness:\***

*Describe how this education project promotes public awareness about the impacts of noxious weeds on natural resources and promotes partnerships to help the public connect with weed management resources. Provide detail about the project creating opportunities for the public to take action against noxious weeds.*

Livingston is known for its natural beauty, serving as a gateway to Yellowstone National Park and surrounded by several national forests. As such, this active community is a popular destination for recreationalists and visitors, which increases the risk of the spread of noxious weeds, particularly when individuals are not informed. In turn, this proposed project will promote public awareness regarding the impact of noxious weeds through hand-on learning, connecting community members and recreationalists to weed management resources, and through collaborative partnerships. For example, we will provide community members and local businesses with calendars that focus on noxious weed identification and prevention. Specifically, the Montana Weed Control Association creates annual, statewide calendars. Contingent on this award, one month will feature Livingston’s steps towards noxious weed education and prevention. We will also provide contact information for local resources. Other vehicles of communication will be through social media (City of Livingston Facebook Page), our local newspaper (The Livingston Enterprise), and our City Website (<http://www.livingstonmontana.org/>). We will also participate in Noxious

Weed Awareness events at Park County, host a booth monthly at the Farmer's Market, and participate in the Livingston Public Works Week the third week of May 2016. Further, the two proposed educational trailhead kiosks will be visible to outdoor recreationalists and encourage involvement.

Given the threat that noxious weeds pose to a given ecosystem, it is important to impart the value of maintaining the health of the land for present and future generations. While there is a wealth of information on noxious weeds, it remains critical that this information be part of the public's radar. Hence, we submit this proposal to connect the local community to weed management resources and encourage participation in mitigating the spread of noxious weeds.

2000 character max.

#### Hands-on Learning:\*

*Explain how participants in the project will become more knowledgeable about noxious weeds and their management through hands-on learning.*

Our proposed project encourages hands-on learning as well as active involvement in weed prevention and mitigation. After establishing a map of noxious weeds in the area, we will encourage removal of these weeds and connect community members to weed management specialists in the community. Further, certain noxious weeds can be removed by hand, which is where the true hands-on learning will take place. From the weeds identified during our initial inventory of mapping, we will refer to experts to determine which weeds can be removed by hand and how they are to be disposed of to prevent their spread. Specifically, our trailhead kiosks will highlight this information and encourage visitors to remove specified noxious weeds by hand when they are found along the trail or lagoon. Also, during our unveiling of the noxious weed awareness kiosks, we will host a noxious weed scavenger hunt, which we expect to make hands-on learning fun and foster collective action. Notably, we will educate our audience as to which weeds can be removed by hand and which weeds should not. Thus, through increasing awareness and encouraging community members to become involved in helping remove noxious weeds, we will be taking a collective, hands-on approach to help prevent the spread of noxious weeds in Montana.

2000 character max.

## Objectives & Action Plan

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#### Specific Objectives\*

*Describe the specific objectives of this project. Objectives should be specific, measurable, attainable, relevant, and timely.*

**Objective 1: Inventory and Map Noxious Weeds in the City of Livingston.** Data will be added to our GIS system, which is maintained by Park County and provides different layers of information and simple filtering. In addition to the initial inventory, we will conduct inventories annually hereafter. It is recommended that at least three surveys be conducted on the management area each year (spring, early detection and chemical control), early summer and then in the fall. The maps will allow us to compare past and present areas to determine the rate that weeds are spreading as well as the efficacy of our education and prevention. Further, we will be able to predict where noxious weeds are expected to spread. Data/findings will also be reported to the Montana Noxious Weed Survey and Mapping System, a state-wide weed database.

**Objective 2: Develop integrated weed management plan.** Develop an integrated weed management plan for the City of Livingston. The creation of this plan will be outsourced to local experts to determine best practices for weed control. Our integrated weed management plan will apply the most innovative and least-toxic integrated weed management methods available.

**Objective 3: Increase public awareness of noxious weeds in the City through collaborative efforts between our schools, Recreation Department and Park County.** Objectives 1 and 2 lay the groundwork for our third objective, which is the heart of our proposal. We will educate our community on the presence of noxious weeds through several means in order to more effectively reach the community, including the following resources:

- Collaborate with the Adopt-A-Trail Program to place educational kiosks at our most trafficked trails
- Work with educators at our public schools to utilize lessons from the Montana Noxious Weed Education Packets
- Distribute noxious weed calendars to the community
- Partner with Park County Noxious Weed Fair
- Public Works Week

2000 character max.

#### Plan of Action:\*

*Provide a detailed action plan on how the project will be completed from start to finish.*

Our objectives will be carried out in several phases, as described below.



**Phase 1:** Initial Assessment and Mapping; **3 – 6 months during the summer of 2016**

- This will be completed in the summer with the help of a student intern, self-reporting, and the Trails Committee

**Phase 2:** Develop Integrated Weed Management Plan. **End of 2016**, using data gathered during the inventory.

- Evaluate Pesticides and Plan (Methods)
- Develop Integrated Management (e.g., traditional sprays and more ecofriendly strategies like vinegar, beetles, grazing, pulling)
- Weeds tend to takeover terrain when the soil is disturbed (e.g., weed prevention for new trails)

**Phase 3:** Baseline Survey of Community's "Noxious Weed Awareness Levels". Utilizing an already established database of Livingston Residents who are frequent users of our recreational trails and facilities, we will survey via electronic means (ie Survey Monkey) to gauge current awareness levels. Links to the survey will also be provided on social media sites, which have provided high rates of return on previous surveys. We would target survey "go live" on or before **May 1, 2016** to time with the initial assessment and mapping.

**Phase 4:** Plan Implementation. Utilizing results from the survey as well as combined data from the initial phases of the inventory we would expect to provide educational flyers specific to our unique findings before the end of the **Summer of 2016**, with **additional awareness campaigns in the Spring of 2017**.

- Build educational kiosks, conduct Noxious Weed Awareness Day, prepare for 2017 calendar

**Phase 5:** Project Evaluation. Utilizing the same social media outlets and electronic survey we will "post test" after the campaign to evaluate increased awareness levels in the resident of Livingston and measure those results against the initial survey results. **Spring 2017**.

- Before and after photos
- Pre and Post Surveys to test community members' "Noxious Weed Awareness Levels"

5000 character max.

**Evaluation of Effectiveness:\***

*Explain what evaluation process will be used to determine the effectiveness of education your audience about noxious weeds.*

Given the collaborative spirit of this award and the dedication of both the City of Livingston and Park County, in addition to the educational material already created, this project is highly feasible. The Integrated Weed Management Plan will be critical. Fortunately, we have initiated preliminary discussions with the local non-profit Invasive Species Action Network to create this document. Further, all contacted have responded with enthusiasm, highlighting not only the significance of this proposal but also the feasibility. To evaluate the effectiveness, we will use surveys, before on after photos, and compartive maps pulled from our GIS (Figure 3).

Initially, we will conduct a baseline survey of the community's *Noxious Weed Awareness Levels*. Specifically, utilizing an already established database of Livingston Residents who are frequent users of our recreational trails and facilities, we will survey via electronic means (i.e., Survey Monkey) to gauge current awareness levels. Links to the survey will also be provided on social media sites, which have provided high rates of return on previous surveys. We would target survey "go live" on or before **May 1, 2016** to time with the initial assessment and mapping. Utilizing the same social media outlets and electronic survey we will "post test" after the campaign to evaluate increased awareness levels in the resident of Livingston and measure those results against the initial survey results. **Spring 2017**.

2000 character max.

**Planned Project Activities**

Time Period	Year	Activity Description
May	2016	Participate in Park County Weed Fair
May, June, July, August	2016	Initial Assessment and Mapping. This will be completed in the summer with the help of a student intern, self-reporting, and the Trails Committee
October, November, December	2016	Work with consultants to develop Integrated Weed Management Plan using data gathered during the inventory.
May	2016	Baseline Survey of Community's "Noxious Weed Awareness Levels"
June	2016	Provide content for Montana Weed Control 2017 Calendars
May	2016	Participate in Livingston's Public Works Week the third week of May
May	2017	Project Evaluation Survey
October, November	2016	Distribute 2017 Montana Weed Control Calendars
June, July, August, September	2016	Monthly Noxious Weed Awareness Booth at Livingston Farmer's Market
June	2016	Before Photos (for evaluation)
June	2017	After photos (for evaluation)
September	2016	Unveiling of Adopt-A-Trailhead Kiosks, weed tour, and scavenger hunt.

**Planned Education Events**

Event Type	Planned?	Describe Event
Landowner meeting(s):	No	
Weed tours/floats:	Yes	A weed tour/scavenger hunt will occur during the unveiling of the kiosks.
Spray days:	No	
News articles/Public information:	Yes	We will work with our local newspaper, the Montana Weed Control Calendar, our City Website, and social media
K-12 Students - weed education:	Yes	We would like to work with our Park County School, although we are still waiting on a firm commitment.
Conference/meeting presentations:		
Other education events:		

**Other Attachments**

File Name	Description	File Size
Fig_3 Map of Livingston Parks and Trails using GIS.png (944 KB)	Map of Livingston Parks and Trails using our GIS system, to which we will also add noxious weed data.	944 KB
Figure 1 - Educational Kiosk.bmp (480 KB)	Figure 1 - Educational Kiosk	480 KB
Figure 2 - Yellowstone Trailhead.bmp (506 KB)	Figure 2: Existing trailhead in Livingston along the Yellowstone River and where we will add an Adopt-ATrailhead kiosk and boot brush station	506 KB
ISAN_lettersupport_CityLivingston_2015.pdf (85 KB)	Letter of Support (Invasive Species Action Network)	85 KB
MT Noxious Weed Education Campaign Letter of Support.pdf (335 KB)	Letter of Support (Noxious Weed Education Campaign)	335 KB
Park County Weed Control Letter of Support.pdf (59 KB)	Letter of Support (Park County Weed Control)	59 KB
Timeline.bmp (917 KB)	Overview of Timeline	917 KB

### CITY OF LIVINGSTON FISCAL NOTE

Ordinance # \_\_\_\_\_  
Resolution # \_\_\_\_\_ 4706

#### Fiscal Analysis Assumptions

•This contract with the Invasive Species Action Network to develop a weed management plan will be funded jointly by a Noxious Weed Trust Fund grant (\$3,000) from the Montana Dept. of Agriculture and \$3,000 City Funds, out of the roaming crew operations.

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

<u>Costs by Object</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Personnel			
Operating	\$ 6,000		
Capital			
Debt Service			
<b>Total Costs</b>	<b>\$ 6,000</b>	<b>\$ -</b>	<b>\$ -</b>

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Fund Name      General Fund	\$ 6,000	\$ -	\$ -
<b>Total</b>	<b>\$ 6,000</b>	<b>\$ -</b>	<b>\$ -</b>

Signature      Jessie R. Hogg  
Date              10/24/2016

**Backup material for agenda item:**

- B. RESOLUTION NO. 4707 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A RENEWED AGREEMENT WITH FOUR CORNERS RECYCLING, LLC FOR RECYCLING SERVICES.**

**RESOLUTION NO. 4707**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A RENEWED AGREEMENT WITH FOUR CORNERS RECYCLING, LLC FOR RECYCLING SERVICES.**

\_\_\_\_\_

**WHEREAS**, in the past the City of Livingston ( the " City ") and Four Corners Recycling, LLC ( "FCR ") have worked together to provide the citizens of the City recycling services at the City' s facilities on Bennett Street;

**WHEREAS**, the City and FCR have operated pursuant to a written contract since 2015, and the parties now desire to renew their agreement; and

**WHEREAS**, the City and FCR have agreed upon the General Services Agreement attached hereto, and incorporated herein as Exhibit A, and the Interim City Manager is ready, willing, and able to execute the Agreement upon the Commission' s authorization.

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

The City Manager is hereby authorized to inter into the General Services Agreement attached hereto as Exhibit A with Four Corners Recycling, LLC for recycling services.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of May, 2016.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES 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 office located at 414 East Callender Street, Livingston, MT 59047 (hereinafter referred to as the “City”), and **FOUR CORNERS RECYCLING, LLC**, a Montana limited liability company with its principal place of business located at 357 Recycle Way, Bozeman, MT 59714 (hereinafter referred to as the “Contractor”; and together with the City, the “Parties”).

RECITALS:

- A. The Contractor is engaged in the business of providing recycling services, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform recycling services for the City.
- B. In the past, the City has utilized the Contractor for recycling services related to the City’s solid waste disposal program; however, the Parties are not currently operating pursuant any written agreement.
- C. The Parties desire to continue working together and also desire to define their respective rights, duties and obligations in connection with their relationship and, as a result, the Parties desire to proceed 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. EXPIRATION. Unless terminated earlier pursuant to the terms of Paragraph 8 below, this Agreement shall remain in full force and effect until December 31, 2017, on which day this Agreement shall automatically terminate.
- 3. 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 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.

- 4. SCOPE OF SERVICES. Contractor shall provide all of the recycling services set forth below (collectively, the “Services”).
  - a. The Contractor shall provide and/or place boxes at the City’s recycling collection area on Bennett Street, including two (2) triple roll off boxes for the collection of paper, plastics, and cans, and one roll off box for metal.
  - b. Contractor shall travel to the City’s recycling collection area to pick-up and haul all roll-off boxes and all materials therein, which materials will include steel and aluminum cans (mixed together), #1 and #2 plastics, newspaper, magazines, office paper, white goods (including but not limited to appliances), mixed metal, and cardboard (the Contractor is responsible for emptying the City’s cardboard compactor). The Contractor is solely responsible for sorting any and all materials it collects from the City.
  - c. City personnel shall notify the Contractor on a daily basis as to how close each roll-off box is to capacity. When City personnel notify the Contractor a bin is at or above 80% of its capacity, the Contractor shall remove and replace the bin within twenty-four (24) hours after such notification.
  - d. If this Contract terminates, and is not renewed or continued, the Contractor will return the City’s triple roll off box(es), cardboard bin(s), and metal roll off box(es) within 10 days in substantially the same condition in which they were received, normal wear and tear excepted.

5. PAYMENT.

- a. The City shall pay the Contractor for the Services at the following rates:
  - i. Two Hundred and No/100 Dollars (\$200.00) per month for each triple roll-off box, while the Contractor will provide one (1) metal roll-off box at no charge. The Contractor acknowledges that he will not be paid for the number of triple roll off boxes owned by the City.

- ii. Twenty-Five and No/100 Dollars (\$25.00) per month for each front-load cardboard bin plus the Contractor receives the commodity value of the cardboard. The Contractor acknowledges that he will not be paid for the number of cardboard bins owned by the City.
  - iii. One Hundred Ten and No/100 Dollars (\$110.00) per ton to bale plastics (#1-#7); provided, however, the City shall receive a credit against, or pay the difference for, the cost of baling based upon the then-current commodity value of plastic. Recycling #1 and #2 plastics only should result in a higher commodity value credited to the City.
  - iv. One Hundred Sixty-Five and No/100 Dollars (\$165.00) for each roll-off box pull.
- b. In addition to any credit mentioned hereinabove, the City shall receive a credit against the Contractor's charges for all of the following, by weight:
- i. Any and all aluminum and steel collected from the City and processed by the Contractor, which credit shall be equal to the then-current market rate for the said materials.
  - ii. Any and all newspaper, magazines and office paper collected from the City and processed by the Contractor, which credit shall be equal to the then-current market rate for the said materials.
  - iii. Any and all mixed metal collected from the City and processed by the Contractor, which credit shall be equal to the then-current market rate for the said material.
  - iv. Any and all cardboard collected from the City's compactor and processed by the Contractor, which credit shall be equal to the then-current market rate for the said material.
- c. Invoices submitted by Contractor must first be approved by the City or its designee prior to payment. All bills shall be submitted fourteen (14) days before the next regularly scheduled meeting of the City Commission to the Public Works Director at 330 Bennett Street, Livingston, Montana.



- d. 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.
- e. 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.

6. 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 Services 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 A. 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.

7. 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 Services as set forth in this Agreement.
- b. It is familiar with the City's solid waste disposal operation and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Services.
- 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 Services.
- d. It has reviewed this Agreement and all exhibits hereto 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 Services 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.

8. TERMINATION.

- 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.

9. 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.

10. INSURANCE. During the term of this Agreement, Contractor shall be responsible for maintaining insurance coverage at its sole cost and expense. The Contractor shall provide the City with certificates of insurance demonstrating such insurance coverage 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. In addition to any other insurance mentioned in this Agreement, the Contractor shall 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. The certificates of insurance discussed in this Paragraph 10 are attached hereto and incorporated herein as Exhibit B.

11. 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.
  
12. 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.
  
13. 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.
  
14. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.
  
15. 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.

- 16. 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.
- 17. 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.
- 18. 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 \_\_\_\_\_.
- 19. GOVERNING LAW. 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.
- 20. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in

Livingston, Montana, the day and year first aforementioned herein.

**City of Livingston**

**Four Corners Recycling, LLC,  
a Montana limited liability company**

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

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

[ Exhibit A ]

[ Certificates of WC and UE Insurance or Exemptions ]

**Exhibit B**

**[ Certificates of Insurance ]**



**CITY OF LIVINGSTON FISCAL NOTE**

Ordinance # \_\_\_\_\_  
 Resolution # 4707

**Fiscal Analysis Assumptions**

- This contract will renew the current contract with Four Corner's Recycling for recycling services for the City of Livingston.
- This updated contract anticipates a reduction in costs of \$2,400 from owning one recycling bin rather than paying a monthly rent of \$200.00.

<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	\$ 27,600		
Capital			
Debt Service			
<b>Total Costs</b>	<u>\$ 27,600</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Fund Name      Solid Waste Fund	\$ 27,600	\$ -	\$ -
<b>Total</b>	<u>\$ 27,600</u>	<u>\$ -</u>	<u>\$ -</u>

Signature      Jessie R. Hogg  
 Date              10/24/2016

**Backup material for agenda item:**

- C. RESOLUTION NO. 4708 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING WISPWEST.NET TO REPLACE THE TOWER POLE AND ADD A FENCED SHELTER FOR THE TRANSMISSION TOWER ON NORTH SIDE HILL.**

**RESOLUTION NO. 4708**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING WISPWEST.NET TO REPLACE THE TOWER POLE AND ADD A FENCED SHELTER FOR THE TRANSMISSION TOWER ON NORTH SIDE HILL.**

\_\_\_\_\_

**WHEREAS**, in April 2016, via Resolution 4643, the City of Livingston and WISPWest.net renewed a lease agreement that called for WISPWest.net to lease city-owned property on the North Side Hill for placement of a transmission tower, which property is more specifically described on Certificate of Survey 1607 and Subdivision Plat 21 (the “Property”); and

**WHEREAS**, the original lease agreement required the City to give written permission for any changes to the tower property and WISPWest now desires to add a small shelter and fence the tower and shelter, as well as replace the tower pole, in order to preserve a maintain the integrity of its service; and

**WHEREAS**, the City benefits from the placement of the tower and its improvement and maintenance, and seeks to continue that benefit; and

**WHEREAS**, the City’s administration recommends that WISPWest be allowed to add a shelter and fence the tower site, as well as replace the tower pole; and

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

That the City approves the plans of WISPWest to add a shelter and fence the site as set forth in the plans attached hereto and incorporated herein, and is attached hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of April, 2016.

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

**ATTEST:**

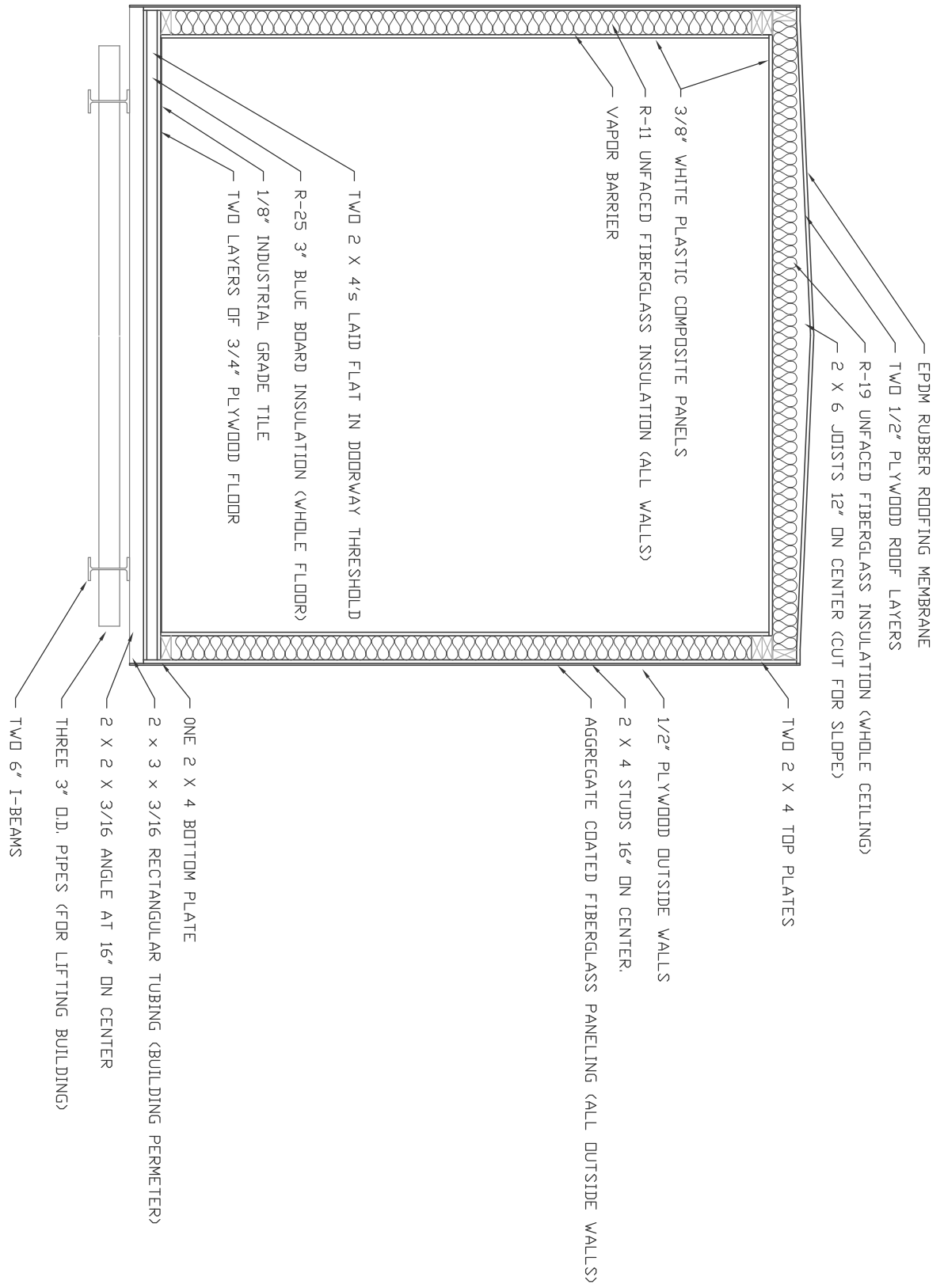
**APPROVED AS TO FORM:**

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**LISA HARRELD**  
**Recording Secretary**

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**COURTNEY LAWELLIN**  
**City Attorney**



- NOTES:
1. ALL WOOD IS PRESSURE TREATED.
  2. RODENT PROOF GALVANIZED 1/4" X 1/4" STEEL WIRE MESH BENEATH FLOOR.
  3. 1/4" BOLT/NUT ASSEMBLY FASTEN BOTTOM PLATES TO STEEL FRAME.
  4. FLOOR IS 250 LBS. PER SQ. FT. MINIMUM RATED.
  5. ROOF IS 200 LBS. PER SQ. FT. MINIMUM RATED.
  6. OUTSIDE WALL JOINTS & EDGES ARE SEALED WITH CONSTRUCTION ADHESIVE.
  7. STEEL DOOR & SKID ARE BOTH PAINTED WITH PRIMER & FINISH COAT.



126 Sixth Street West  
 West Fargo, ND USA  
 58078  
 Phone: (701)282-2236

# Great Plains Towers

Approved By:	MM/DD/YYYY	6' x 8' x 9' Tall GPT Building
Drawn:	J.Heer 10/03/2016	
Checked:		Part Number: N/A
Revision 1:		
Revision 2:		Sheet: (1) of (1)
Scale:	N/A	

40.0 ft

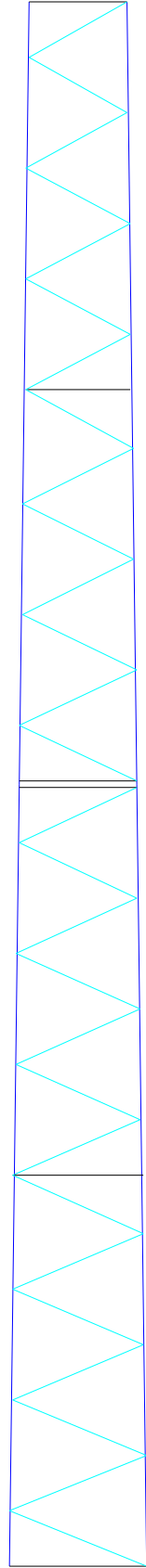
**MATERIAL STRENGTH**

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-50	50 ksi	65 ksi			

**TOWER DESIGN NOTES**

1. Tower is located in Cass County, North Dakota.
2. Tower designed for Exposure C to the TIA-222-G Standard.
3. Tower designed for a 90 mph basic wind in accordance with the TIA-222-G Standard.
4. Tower is also designed for a 60 mph basic wind with 0.50 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60 mph wind.
6. Tower Structure Class II.
7. Topographic Category 1 with Crest Height of 0.00 ft
8. Weld together tower sections have flange connections.
9. Connections use galvanized A325 bolts, nuts and locking devices. Installation per TIA/EIA-222 and AISC Specifications.
10. Tower members are "hot dipped" galvanized in accordance with ASTM A123 and ASTM A153 Standards.
11. Welds are fabricated with ER-70S-6 electrodes.
12. TOWER RATING: 20.9%

Section	T1	
Legs	SR 1 3/4	
Leg Grade	A572-50	
Diagonals	SR 3/4	
Diagonal Grade	A572-50	
Top Girts	SR 3/4	
Mid Girts	SR 3/4	
Bottom Girts	SR 3/4	
Face Width (ft)	3	
# Panels @ (ft)	28 @ 1.42262	
Weight (lb)	1730.2	
		723.8
		20.0 ft
		1006.4
		0.0 ft

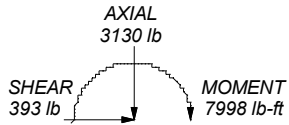


**ALL REACTIONS ARE FACTORED**

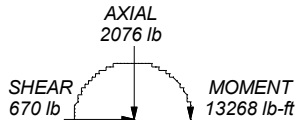
**MAX. CORNER REACTIONS AT BASE:**

DOWN: 5069 lb  
SHEAR: 397 lb

UPLIFT: -3857 lb  
SHEAR: 381 lb



60 mph WIND - 0.5000 in ICE



REACTIONS - 90 mph WIND

**Great Plains Towers**  
126 Sixth Street West  
West Fargo, ND 58078  
Phone: 701-282-2236  
FAX: 701-282-2148

Job: <b>GPT 40' SS Tower (42" to 30")</b>		
Project:	Client:	App'd:
Code: TIA-222-G	Drawn by: J. Heer	Scale: NTS
Path:	Date: 10/04/16	Dwg No. E-1
C:\Users\joe\Desktop\GPT 40 ft SS tower (42 to 36).er		

<p><b>tnxTower</b></p> <p><b>Great Plains Towers</b>  126 Sixth Street West  West Fargo, ND 58078  Phone: 701-282-2236  FAX: 701-282-2148</p>	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	1 of 19	63
	<b>Project</b>		<b>Date</b>	07:04:24 10/04/16	
	<b>Client</b>		<b>Designed by</b>	J. Heer	

## Tower Input Data

The main tower is a 3x free standing tower with an overall height of 40.00 ft above the ground line.

The base of the tower is set at an elevation of 0.00 ft above the ground line.

The face width of the tower is 2.50 ft at the top and 3.50 ft at the base.

This tower is designed using the TIA-222-G standard.

The following design criteria apply:

Tower is located in Cass County, North Dakota.

Basic wind speed of 90 mph.

Structure Class II.

Exposure Category C.

Topographic Category 1.

Crest Height 0.00 ft.

Nominal ice thickness of 0.5000 in.

Ice thickness is considered to increase with height.

Ice density of 56 pcf.

A wind speed of 60 mph is used in combination with ice.

Temperature drop of 50 °F.

Deflections calculated using a wind speed of 60 mph.

Weld together tower sections have flange connections..

Connections use galvanized A325 bolts, nuts and locking devices. Installation per TIA/EIA-222 and AISC Specifications..

Tower members are "hot dipped" galvanized in accordance with ASTM A123 and ASTM A153 Standards..

Welds are fabricated with ER-70S-6 electrodes..

A non-linear (P-delta) analysis was used.

Pressures are calculated at each section.

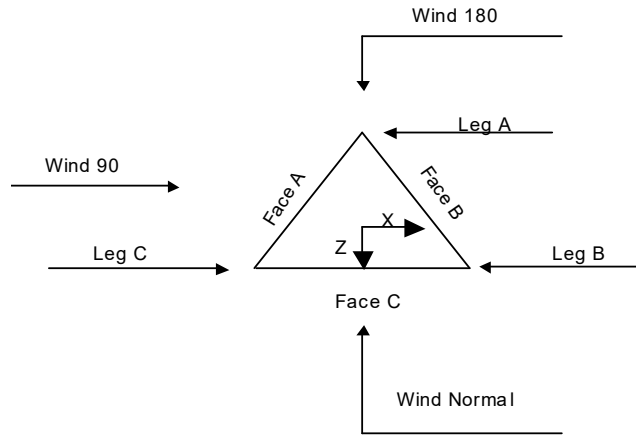
Stress ratio used in tower member design is 1.

Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

## Options

<ul style="list-style-type: none"> <li>Consider Moments - Legs</li> <li>Consider Moments - Horizontals</li> <li>Consider Moments - Diagonals</li> <li>Use Moment Magnification</li> <li>√ Use Code Stress Ratios</li> <li>√ Use Code Safety Factors - Guys</li> <li>Escalate Ice</li> <li>Always Use Max Kz</li> <li>Use Special Wind Profile</li> <li>√ Include Bolts In Member Capacity</li> <li>√ Leg Bolts Are At Top Of Section</li> <li>√ Secondary Horizontal Braces Leg</li> <li>Use Diamond Inner Bracing (4 Sided)</li> <li>Add IBC .6D+W Combination</li> </ul>	<ul style="list-style-type: none"> <li>Distribute Leg Loads As Uniform</li> <li>Assume Legs Pinned</li> <li>√ Assume Rigid Index Plate</li> <li>√ Use Clear Spans For Wind Area</li> <li>√ Use Clear Spans For KL/r</li> <li>√ Retension Guys To Initial Tension</li> <li>Bypass Mast Stability Checks</li> <li>√ Use Azimuth Dish Coefficients</li> <li>√ Project Wind Area of Appurt.</li> <li>√ Autocalc Torque Arm Areas</li> <li>SR Members Have Cut Ends</li> <li>Sort Capacity Reports By Component</li> <li>√ Triangulate Diamond Inner Bracing</li> <li>Use TIA-222-G Tension Splice Capacity Exemption</li> </ul>	<ul style="list-style-type: none"> <li>Treat Feedline Bundles As Cylinder</li> <li>Use ASCE 10 X-Brace Ly Rules</li> <li>√ Calculate Redundant Bracing Forces</li> <li>Ignore Redundant Members in FEA</li> <li>SR Leg Bolts Resist Compression</li> <li>√ All Leg Panels Have Same Allowable</li> <li>Offset Girt At Foundation</li> <li>Consider Feedline Torque</li> <li>Include Angle Block Shear Check</li> <li style="text-align: center;">Poles</li> <li>Include Shear-Torsion Interaction</li> <li>Always Use Sub-Critical Flow</li> <li>Use Top Mounted Sockets</li> </ul>
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<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b> GPT 40' SS Tower (42" to 30")	<b>Page</b> 2 of 19	64
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**Triangular Tower**

**Tower Section Geometry**

Tower Section	Tower Elevation	Assembly Database	Description	Section Width	Number of Sections	Section Length
	<i>ft</i>			<i>ft</i>		<i>ft</i>
T1	40.00-20.00			2.50	1	20.00
T2	20.00-0.00			3.00	1	20.00

**Tower Section Geometry (cont'd)**

Tower Section	Tower Elevation	Diagonal Spacing	Bracing Type	Has K Brace End Panels	Has Horizontals	Top Girt Offset	Bottom Girt Offset
	<i>ft</i>	<i>ft</i>				<i>in</i>	<i>in</i>
T1	40.00-20.00	1.42	K Brace Right	No	No	0.0000	1.0000
T2	20.00-0.00	1.42	K Brace Right	No	No	1.0000	0.0000

**Tower Section Geometry (cont'd)**

Tower Elevation	Leg Type	Leg Size	Leg Grade	Diagonal Type	Diagonal Size	Diagonal Grade
<i>ft</i>						
T1 40.00-20.00	Solid Round	1 3/4	A572-50	Solid Round	3/4	A572-50



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Tower Elevation ft	Leg Type	Leg Size	Leg Grade	Diagonal Type	Diagonal Size	Diagonal Grade
T2 20.00-0.00	Solid Round	2	(50 ksi) A572-50 (50 ksi)	Solid Round	7/8	(50 ksi) A572-50 (50 ksi)

### Tower Section Geometry (cont'd)

Tower Elevation ft	Top Girt Type	Top Girt Size	Top Girt Grade	Bottom Girt Type	Bottom Girt Size	Bottom Girt Grade
T1 40.00-20.00	Solid Round	3/4	A572-50 (50 ksi)	Solid Round	3/4	A572-50 (50 ksi)
T2 20.00-0.00	Solid Round	7/8	A572-50 (50 ksi)	Solid Round	7/8	A572-50 (50 ksi)

### Tower Section Geometry (cont'd)

Tower Elevation ft	No. of Mid Girts	Mid Girt Type	Mid Girt Size	Mid Girt Grade	Horizontal Type	Horizontal Size	Horizontal Grade
T1 40.00-20.00	1	Solid Round	3/4	A572-50 (50 ksi)	Solid Round		A572-50 (50 ksi)
T2 20.00-0.00	1	Solid Round	7/8	A572-50 (50 ksi)	Solid Round		A572-50 (50 ksi)

### Tower Section Geometry (cont'd)

Tower Elevation ft	Gusset Area (per face) ft <sup>2</sup>	Gusset Thickness in	Gusset Grade	Adjust. Factor A <sub>f</sub>	Adjust. Factor A <sub>r</sub>	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals in	Double Angle Stitch Bolt Spacing Horizontals in
T1 40.00-20.00	0.00	0.0000	A36 (36 ksi)	1	1	1	36.0000	36.0000
T2 20.00-0.00	0.00	0.0000	A36 (36 ksi)	1	1	1	36.0000	36.0000

### Tower Section Geometry (cont'd)

K Factors<sup>1</sup>

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Tower Elevation	Calc K Single Angles	Calc K Solid Rounds	Legs	X Brace Diags	K Brace Diags	Single Diags	Girts	Horiz.	Sec. Horiz.	Inner Brace
ft				X Y	X Y	X Y	X Y	X Y	X Y	X Y
T1 40.00-20.00	No	No	1	1	1	1	1	1	1	1
T2 20.00-0.00	No	No	1	1	1	1	1	1	1	1

<sup>1</sup>Note: K factors are applied to member segment lengths. K-braces without inner supporting members will have the K factor in the out-of-plane direction applied to the overall length.

### Tower Section Geometry (cont'd)

Tower Elevation ft	Leg		Diagonal		Top Girt		Bottom Girt		Mid Girt		Long Horizontal		Short Horizontal	
	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U
T1 40.00-20.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T2 20.00-0.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75

### Tower Section Geometry (cont'd)

Tower Elevation ft	Leg Connection Type	Leg		Diagonal		Top Girt		Bottom Girt		Mid Girt		Long Horizontal		Short Horizontal	
		Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.
T1 40.00-20.00	Flange	0.7500	4	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
		A325N		A325N		A325N		A325N		A325N		A325N		A325N	
T2 20.00-0.00	Flange	0.7500	4	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0	0.6250	0
		A325N		A325N		A325N		A325N		A325N		A325N		A325N	

### Tower Pressures - No Ice

$$G_H = 0.850$$

Section Elevation ft	z ft	K <sub>Z</sub>	q <sub>z</sub> psf	A <sub>G</sub> ft <sup>2</sup>	F a c e	A <sub>F</sub> ft <sup>2</sup>	A <sub>R</sub> ft <sup>2</sup>	A <sub>leg</sub> ft <sup>2</sup>	Leg %	C <sub>A</sub> A <sub>A</sub> In Face ft <sup>2</sup>	C <sub>A</sub> A <sub>A</sub> Out Face ft <sup>2</sup>
T1 40.00-20.00	30.00	0.982	17	57.917	A	0.000	8.887	5.834	65.64	0.000	0.000
					B	0.000	8.887		65.64	0.000	0.000
					C	0.000	8.887		65.64	0.000	0.000
T2 20.00-0.00	10.00	0.85	15	68.334	A	0.000	10.779	6.667	61.85	0.000	0.000
					B	0.000	10.779		61.85	0.000	0.000
					C	0.000	10.779		61.85	0.000	0.000

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**Tower Pressure - With Ice**

$G_H = 0.850$

Section Elevation	z	K <sub>Z</sub>	q <sub>z</sub>	t <sub>z</sub>	A <sub>G</sub>	F a c e	A <sub>F</sub>	A <sub>R</sub>	A <sub>leg</sub>	Leg %	C <sub>A</sub> A <sub>A</sub> In Face	C <sub>A</sub> A <sub>A</sub> Out Face
ft	ft		psf	in	ft <sup>2</sup>	e	ft <sup>2</sup>	ft <sup>2</sup>	ft <sup>2</sup>		ft <sup>2</sup>	ft <sup>2</sup>
T1 40.00-20.00	30.00	0.982	8	0.9905	61.219	A	0.000	23.556	12.438	52.80	0.000	0.000
						B	0.000	23.556		52.80	0.000	0.000
						C	0.000	23.556		52.80	0.000	0.000
T2 20.00-0.00	10.00	0.85	7	0.8875	71.292	A	0.000	25.038	12.584	50.26	0.000	0.000
						B	0.000	25.038		50.26	0.000	0.000
						C	0.000	25.038		50.26	0.000	0.000

**Tower Pressure - Service**

$G_H = 0.850$

Section Elevation	z	K <sub>Z</sub>	q <sub>z</sub>	A <sub>G</sub>	F a c e	A <sub>F</sub>	A <sub>R</sub>	A <sub>leg</sub>	Leg %	C <sub>A</sub> A <sub>A</sub> In Face	C <sub>A</sub> A <sub>A</sub> Out Face
ft	ft		psf	ft <sup>2</sup>	e	ft <sup>2</sup>	ft <sup>2</sup>	ft <sup>2</sup>		ft <sup>2</sup>	ft <sup>2</sup>
T1 40.00-20.00	30.00	0.982	8	57.917	A	0.000	8.887	5.834	65.64	0.000	0.000
					B	0.000	8.887		65.64	0.000	0.000
					C	0.000	8.887		65.64	0.000	0.000
T2 20.00-0.00	10.00	0.85	7	68.334	A	0.000	10.779	6.667	61.85	0.000	0.000
					B	0.000	10.779		61.85	0.000	0.000
					C	0.000	10.779		61.85	0.000	0.000

**Tower Forces - No Ice - Wind Normal To Face**

Section Elevation	Add Weight	Self Weight	F a c e	e	C <sub>F</sub>	q <sub>z</sub>	D <sub>F</sub>	D <sub>R</sub>	A <sub>E</sub>	F	w	Ctrl. Face
ft	lb	lb	e			psf			ft <sup>2</sup>	lb	plf	
T1 40.00-20.00	0.00	723.80	A	0.153	2.759	17	1	1	5.047	204.90	10.25	C
			B	0.153	2.759		1	1	5.047			
			C	0.153	2.759		1	1	5.047			
T2 20.00-0.00	0.00	1006.36	A	0.158	2.743	15	1	1	6.127	214.03	10.70	C
			B	0.158	2.743		1	1	6.127			
			C	0.158	2.743		1	1	6.127			
Sum Weight:	0.00	1730.16						OTM	8287.40 lb-ft	418.93		

**Tower Forces - No Ice - Wind 60 To Face**

<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	6 of 19	<b>68</b>
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Section Elevation <i>ft</i>	Add Weight <i>lb</i>	Self Weight <i>lb</i>	F a c e	<i>e</i>	$C_F$	$q_z$ <i>psf</i>	$D_F$	$D_R$	$A_E$ <i>ft<sup>2</sup></i>	$F$ <i>lb</i>	$w$ <i>plf</i>	Ctrl. Face
T1 40.00-20.00	0.00	723.80	A B C	0.153 0.153 0.153	2.759 2.759 2.759	17	0.8 0.8 0.8	1 1 1	5.047 5.047 5.047	204.90	10.25	C
T2 20.00-0.00	0.00	1006.36	A B C	0.158 0.158 0.158	2.743 2.743 2.743	15	0.8 0.8 0.8	1 1 1	6.127 6.127 6.127	214.03	10.70	C
Sum Weight:	0.00	1730.16						OTM	8287.40 <i>lb-ft</i>	418.93		

**Tower Forces - No Ice - Wind 90 To Face**

Section Elevation <i>ft</i>	Add Weight <i>lb</i>	Self Weight <i>lb</i>	F a c e	<i>e</i>	$C_F$	$q_z$ <i>psf</i>	$D_F$	$D_R$	$A_E$ <i>ft<sup>2</sup></i>	$F$ <i>lb</i>	$w$ <i>plf</i>	Ctrl. Face
T1 40.00-20.00	0.00	723.80	A B C	0.153 0.153 0.153	2.759 2.759 2.759	17	0.85 0.85 0.85	1 1 1	5.047 5.047 5.047	204.90	10.25	C
T2 20.00-0.00	0.00	1006.36	A B C	0.158 0.158 0.158	2.743 2.743 2.743	15	0.85 0.85 0.85	1 1 1	6.127 6.127 6.127	214.03	10.70	C
Sum Weight:	0.00	1730.16						OTM	8287.40 <i>lb-ft</i>	418.93		

**Tower Forces - With Ice - Wind Normal To Face**

Section Elevation <i>ft</i>	Add Weight <i>lb</i>	Self Weight <i>lb</i>	F a c e	<i>e</i>	$C_F$	$q_z$ <i>psf</i>	$D_F$	$D_R$	$A_E$ <i>ft<sup>2</sup></i>	$F$ <i>lb</i>	$w$ <i>plf</i>	Ctrl. Face
T1 40.00-20.00	0.00	1248.80	A B C	0.385 0.385 0.385	2.095 2.095 2.095	8	1 1 1	1 1 1	14.835 14.835 14.835	203.27	10.16	C
T2 20.00-0.00	0.00	1534.98	A B C	0.351 0.351 0.351	2.169 2.169 2.169	7	1 1 1	1 1 1	15.436 15.436 15.436	189.47	9.47	C
Sum Weight:	0.00	2783.78						OTM	7992.70 <i>lb-ft</i>	392.74		

**Tower Forces - With Ice - Wind 60 To Face**

<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	7 of 19	69
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Section Elevation <i>ft</i>	Add Weight <i>lb</i>	Self Weight <i>lb</i>	F a c e	<i>e</i>	$C_F$	$q_z$ <i>psf</i>	$D_F$	$D_R$	$A_E$ <i>ft<sup>2</sup></i>	$F$ <i>lb</i>	$w$ <i>plf</i>	Ctrl. Face
T1 40.00-20.00	0.00	1248.80	A B C	0.385 0.385 0.385	2.095 2.095 2.095	8	0.8 0.8 0.8	1 1 1	14.835 14.835 14.835	203.27	10.16	C
T2 20.00-0.00	0.00	1534.98	A B C	0.351 0.351 0.351	2.169 2.169 2.169	7	0.8 0.8 0.8	1 1 1	15.436 15.436 15.436	189.47	9.47	C
Sum Weight:	0.00	2783.78						OTM	7992.70 lb-ft	392.74		

**Tower Forces - With Ice - Wind 90 To Face**

Section Elevation <i>ft</i>	Add Weight <i>lb</i>	Self Weight <i>lb</i>	F a c e	<i>e</i>	$C_F$	$q_z$ <i>psf</i>	$D_F$	$D_R$	$A_E$ <i>ft<sup>2</sup></i>	$F$ <i>lb</i>	$w$ <i>plf</i>	Ctrl. Face
T1 40.00-20.00	0.00	1248.80	A B C	0.385 0.385 0.385	2.095 2.095 2.095	8	0.85 0.85 0.85	1 1 1	14.835 14.835 14.835	203.27	10.16	C
T2 20.00-0.00	0.00	1534.98	A B C	0.351 0.351 0.351	2.169 2.169 2.169	7	0.85 0.85 0.85	1 1 1	15.436 15.436 15.436	189.47	9.47	C
Sum Weight:	0.00	2783.78						OTM	7992.70 lb-ft	392.74		

**Tower Forces - Service - Wind Normal To Face**

Section Elevation <i>ft</i>	Add Weight <i>lb</i>	Self Weight <i>lb</i>	F a c e	<i>e</i>	$C_F$	$q_z$ <i>psf</i>	$D_F$	$D_R$	$A_E$ <i>ft<sup>2</sup></i>	$F$ <i>lb</i>	$w$ <i>plf</i>	Ctrl. Face
T1 40.00-20.00	0.00	723.80	A B C	0.153 0.153 0.153	2.759 2.759 2.759	8	1 1 1	1 1 1	5.047 5.047 5.047	91.07	4.55	C
T2 20.00-0.00	0.00	1006.36	A B C	0.158 0.158 0.158	2.743 2.743 2.743	7	1 1 1	1 1 1	6.127 6.127 6.127	95.12	4.76	C
Sum Weight:	0.00	1730.16						OTM	3683.29 lb-ft	186.19		

**Tower Forces - Service - Wind 60 To Face**

<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	8 of 19	70
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Section Elevation	Add Weight	Self Weight	F a c e	e	C <sub>F</sub>	q <sub>z</sub>	D <sub>F</sub>	D <sub>R</sub>	A <sub>E</sub>	F	w	Ctrl. Face
ft	lb	lb				psf			ft <sup>2</sup>	lb	plf	
T1 40.00-20.00	0.00	723.80	A	0.153	2.759	8	0.8	1	5.047	91.07	4.55	C
			B	0.153	2.759		0.8	1	5.047			
			C	0.153	2.759		0.8	1	5.047			
T2 20.00-0.00	0.00	1006.36	A	0.158	2.743	7	0.8	1	6.127	95.12	4.76	C
			B	0.158	2.743		0.8	1	6.127			
			C	0.158	2.743		0.8	1	6.127			
Sum Weight:	0.00	1730.16						OTM	3683.29 lb-ft	186.19		

**Tower Forces - Service - Wind 90 To Face**

Section Elevation	Add Weight	Self Weight	F a c e	e	C <sub>F</sub>	q <sub>z</sub>	D <sub>F</sub>	D <sub>R</sub>	A <sub>E</sub>	F	w	Ctrl. Face
ft	lb	lb				psf			ft <sup>2</sup>	lb	plf	
T1 40.00-20.00	0.00	723.80	A	0.153	2.759	8	0.85	1	5.047	91.07	4.55	C
			B	0.153	2.759		0.85	1	5.047			
			C	0.153	2.759		0.85	1	5.047			
T2 20.00-0.00	0.00	1006.36	A	0.158	2.743	7	0.85	1	6.127	95.12	4.76	C
			B	0.158	2.743		0.85	1	6.127			
			C	0.158	2.743		0.85	1	6.127			
Sum Weight:	0.00	1730.16						OTM	3683.29 lb-ft	186.19		

**Force Totals**

Load Case	Vertical Forces	Sum of Forces X	Sum of Forces Z	Sum of Overturning Moments, M <sub>x</sub>	Sum of Overturning Moments, M <sub>z</sub>	Sum of Torques
	lb	lb	lb	lb-ft	lb-ft	lb-ft
Leg Weight	1132.61					
Bracing Weight	597.55					
Total Member Self-Weight	1730.16			0.00	0.00	
Total Weight	1730.16			0.00	0.00	
Wind 0 deg - No Ice		0.00	-418.93	-8287.40	0.00	0.00
Wind 30 deg - No Ice		209.47	-362.80	-7177.10	-4143.70	0.00
Wind 60 deg - No Ice		362.80	-209.47	-4143.70	-7177.10	0.00
Wind 90 deg - No Ice		418.93	0.00	0.00	-8287.40	0.00
Wind 120 deg - No Ice		362.80	209.47	4143.70	-7177.10	0.00
Wind 150 deg - No Ice		209.47	362.80	7177.10	-4143.70	0.00
Wind 180 deg - No Ice		0.00	418.93	8287.40	0.00	0.00
Wind 210 deg - No Ice		-209.47	362.80	7177.10	4143.70	0.00
Wind 240 deg - No Ice		-362.80	209.47	4143.70	7177.10	0.00
Wind 270 deg - No Ice		-418.93	0.00	0.00	8287.40	0.00
Wind 300 deg - No Ice		-362.80	-209.47	-4143.70	7177.10	0.00
Wind 330 deg - No Ice		-209.47	-362.80	-7177.10	4143.70	0.00
Member Ice	1053.62					
Total Weight Ice	2783.78			0.00	0.00	
Wind 0 deg - Ice		0.00	-392.74	-7992.70	0.00	0.00

Load Case	Vertical Forces lb	Sum of Forces X lb	Sum of Forces Z lb	Sum of Overturning Moments, M <sub>x</sub> lb-ft	Sum of Overturning Moments, M <sub>z</sub> lb-ft	Sum of Torques lb-ft
Wind 30 deg - Ice		196.37	-340.12	-6921.88	-3996.35	0.00
Wind 60 deg - Ice		340.12	-196.37	-3996.35	-6921.88	0.00
Wind 90 deg - Ice		392.74	0.00	0.00	-7992.70	0.00
Wind 120 deg - Ice		340.12	196.37	3996.35	-6921.88	0.00
Wind 150 deg - Ice		196.37	340.12	6921.88	-3996.35	0.00
Wind 180 deg - Ice		0.00	392.74	7992.70	0.00	0.00
Wind 210 deg - Ice		-196.37	340.12	6921.88	3996.35	0.00
Wind 240 deg - Ice		-340.12	196.37	3996.35	6921.88	0.00
Wind 270 deg - Ice		-392.74	0.00	0.00	7992.70	0.00
Wind 300 deg - Ice		-340.12	-196.37	-3996.35	6921.88	0.00
Wind 330 deg - Ice		-196.37	-340.12	-6921.88	3996.35	0.00
Total Weight	1730.16			0.00	0.00	
Wind 0 deg - Service		0.00	-186.19	-3683.29	0.00	0.00
Wind 30 deg - Service		93.10	-161.25	-3189.82	-1841.64	0.00
Wind 60 deg - Service		161.25	-93.10	-1841.64	-3189.82	0.00
Wind 90 deg - Service		186.19	0.00	0.00	-3683.29	0.00
Wind 120 deg - Service		161.25	93.10	1841.64	-3189.82	0.00
Wind 150 deg - Service		93.10	161.25	3189.82	-1841.64	0.00
Wind 180 deg - Service		0.00	186.19	3683.29	0.00	0.00
Wind 210 deg - Service		-93.10	161.25	3189.82	1841.64	0.00
Wind 240 deg - Service		-161.25	93.10	1841.64	3189.82	0.00
Wind 270 deg - Service		-186.19	0.00	0.00	3683.29	0.00
Wind 300 deg - Service		-161.25	-93.10	-1841.64	3189.82	0.00
Wind 330 deg - Service		-93.10	-161.25	-3189.82	1841.64	0.00

### Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.6 Wind 0 deg - No Ice
3	0.9 Dead+1.6 Wind 0 deg - No Ice
4	1.2 Dead+1.6 Wind 30 deg - No Ice
5	0.9 Dead+1.6 Wind 30 deg - No Ice
6	1.2 Dead+1.6 Wind 60 deg - No Ice
7	0.9 Dead+1.6 Wind 60 deg - No Ice
8	1.2 Dead+1.6 Wind 90 deg - No Ice
9	0.9 Dead+1.6 Wind 90 deg - No Ice
10	1.2 Dead+1.6 Wind 120 deg - No Ice
11	0.9 Dead+1.6 Wind 120 deg - No Ice
12	1.2 Dead+1.6 Wind 150 deg - No Ice
13	0.9 Dead+1.6 Wind 150 deg - No Ice
14	1.2 Dead+1.6 Wind 180 deg - No Ice
15	0.9 Dead+1.6 Wind 180 deg - No Ice
16	1.2 Dead+1.6 Wind 210 deg - No Ice
17	0.9 Dead+1.6 Wind 210 deg - No Ice
18	1.2 Dead+1.6 Wind 240 deg - No Ice
19	0.9 Dead+1.6 Wind 240 deg - No Ice
20	1.2 Dead+1.6 Wind 270 deg - No Ice
21	0.9 Dead+1.6 Wind 270 deg - No Ice
22	1.2 Dead+1.6 Wind 300 deg - No Ice
23	0.9 Dead+1.6 Wind 300 deg - No Ice
24	1.2 Dead+1.6 Wind 330 deg - No Ice
25	0.9 Dead+1.6 Wind 330 deg - No Ice
26	1.2 Dead+1.0 Ice+1.0 Temp
27	1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp

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Comb. No.	Description
28	1.2 Dead+1.0 Wind 30 deg+1.0 Ice+1.0 Temp
29	1.2 Dead+1.0 Wind 60 deg+1.0 Ice+1.0 Temp
30	1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp
31	1.2 Dead+1.0 Wind 120 deg+1.0 Ice+1.0 Temp
32	1.2 Dead+1.0 Wind 150 deg+1.0 Ice+1.0 Temp
33	1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp
34	1.2 Dead+1.0 Wind 210 deg+1.0 Ice+1.0 Temp
35	1.2 Dead+1.0 Wind 240 deg+1.0 Ice+1.0 Temp
36	1.2 Dead+1.0 Wind 270 deg+1.0 Ice+1.0 Temp
37	1.2 Dead+1.0 Wind 300 deg+1.0 Ice+1.0 Temp
38	1.2 Dead+1.0 Wind 330 deg+1.0 Ice+1.0 Temp
39	Dead+Wind 0 deg - Service
40	Dead+Wind 30 deg - Service
41	Dead+Wind 60 deg - Service
42	Dead+Wind 90 deg - Service
43	Dead+Wind 120 deg - Service
44	Dead+Wind 150 deg - Service
45	Dead+Wind 180 deg - Service
46	Dead+Wind 210 deg - Service
47	Dead+Wind 240 deg - Service
48	Dead+Wind 270 deg - Service
49	Dead+Wind 300 deg - Service
50	Dead+Wind 330 deg - Service

## Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial lb	Major Axis Moment lb-ft	Minor Axis Moment lb-ft
T1	40 - 20	Leg	Max Tension	7	1044.13	6.08	-3.11
			Max. Compression	18	-1550.43	6.19	-1.68
			Max. Mx	16	-1381.35	7.45	-3.75
			Max. My	10	340.72	-6.22	5.39
			Max. Vy	24	-155.05	7.45	-3.75
			Max. Vx	24	85.36	7.45	-3.75
		Diagonal	Max Tension	12	218.19	0.00	0.00
			Max. Compression	24	-219.69	0.00	0.00
			Max. Mx	28	136.69	4.81	0.00
			Max. My	37	0.33	0.00	-0.00
			Max. Vy	28	-5.83	0.00	0.00
			Max. Vx	33	-0.00	0.00	0.00
		Top Girt	Max Tension	7	3.09	0.00	0.00
			Max. Compression	18	-3.22	0.00	0.00
			Max. Mx	26	-0.13	3.05	0.00
			Max. My	30	-1.67	0.00	0.00
			Max. Vy	26	4.89	0.00	0.00
			Max. Vx	30	0.00	0.00	0.00
		Bottom Girt	Max Tension	10	24.96	0.00	0.00
			Max. Compression	23	-24.36	0.00	0.00
			Max. Mx	26	0.41	4.39	0.00
			Max. My	36	-14.89	0.00	-0.00
			Max. Vy	26	-5.86	0.00	0.00
			Max. Vx	36	0.00	0.00	0.00
		Mid Girt	Max Tension	12	5.89	0.00	0.00
			Max. Compression	25	-5.15	0.00	0.00
			Max. Mx	26	0.66	3.69	0.00
Max. My	30		2.97	0.00	0.00		
Max. Vy	26		-5.37	0.00	0.00		
Max. Vx	30		-0.00	0.00	0.00		



<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	11 of 19	73
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Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial lb	Major Axis Moment lb-ft	Minor Axis Moment lb-ft
T2	20 - 0	Leg	Max Tension	7	3746.12	-2.83	-2.77
			Max. Compression	18	-4921.04	0.00	-0.00
			Max. Mx	33	-2157.88	82.14	63.06
			Max. My	36	-3270.33	81.24	63.15
			Max. Vy	24	-155.28	20.38	-10.87
			Max. Vx	16	85.50	20.38	-10.87
		Diagonal	Max Tension	4	412.53	0.00	0.00
			Max. Compression	24	-413.50	0.00	0.00
			Max. Mx	27	299.93	7.15	0.00
			Max. My	37	-65.78	0.00	-0.00
			Max. Vy	27	-7.60	0.00	0.00
			Max. Vx	33	0.00	0.00	0.00
		Top Girt	Max Tension	22	33.41	0.00	0.00
			Max. Compression	11	-32.64	0.00	0.00
			Max. Mx	26	0.84	4.92	0.00
			Max. My	30	-19.13	0.00	0.00
			Max. Vy	26	-6.55	0.00	0.00
			Max. Vx	30	-0.00	0.00	0.00
		Bottom Girt	Max Tension	26	5667.45	0.00	0.00
			Max. Compression	1	0.00	0.00	0.00
			Max. Mx	26	5667.45	6.69	0.00
			Max. Vy	26	7.64	0.00	0.00
			Max Tension	35	9.13	0.00	0.00
			Max. Compression	13	-2.18	0.00	0.00
Mid Girt	Max. Mx	26	7.10	5.77	0.00		
	Max. My	36	5.14	0.00	-0.00		
	Max. Vy	26	-7.10	0.00	0.00		
	Max. Vx	36	0.00	0.00	0.00		

### Maximum Reactions

Location	Condition	Gov. Load Comb.	Vertical lb	Horizontal, X lb	Horizontal, Z lb
Leg C	Max. Vert	18	5069.23	229.37	-324.60
	Max. H <sub>x</sub>	16	4482.61	247.82	-365.05
	Max. H <sub>z</sub>	28	-1241.93	-8740.84	5173.58
	Min. Vert	7	-3857.31	-213.77	315.63
	Min. H <sub>x</sub>	28	-1241.93	-8740.84	5173.58
	Min. H <sub>z</sub>	16	4482.61	247.82	-365.05
Leg B	Max. Vert	10	5069.23	-395.79	-36.34
	Max. H <sub>x</sub>	36	-1241.93	8850.87	4983.00
	Max. H <sub>z</sub>	37	-1595.47	8826.26	4985.82
	Min. Vert	23	-3857.31	380.23	27.31
	Min. H <sub>x</sub>	8	4482.61	-440.05	-32.09
	Min. H <sub>z</sub>	10	5069.23	-395.79	-36.34
Leg A	Max. Vert	2	5069.23	166.43	360.94
	Max. H <sub>x</sub>	25	4308.99	192.24	394.58
	Max. H <sub>z</sub>	24	4482.61	192.23	397.14
	Min. Vert	15	-3857.31	-166.46	-342.95
	Min. H <sub>x</sub>	13	-3271.23	-192.24	-379.20
	Min. H <sub>z</sub>	32	-1241.93	-110.03	-10156.58

<p><b>tnxTower</b></p> <p><b>Great Plains Towers</b>  126 Sixth Street West  West Fargo, ND 58078  Phone: 701-282-2236  FAX: 701-282-2148</p>	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	12 of 19	74
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## Tower Mast Reaction Summary

Load Combination	Vertical	Shear <sub>x</sub>	Shear <sub>z</sub>	Overturning Moment, M <sub>x</sub>	Overturning Moment, M <sub>z</sub>	Torque
	lb	lb	lb	lb-ft	lb-ft	lb-ft
Dead Only	1730.16	0.00	0.00	0.00	0.00	0.00
1.2 Dead+1.6 Wind 0 deg - No Ice	2076.19	0.00	-670.27	-13267.57	-0.01	0.03
0.9 Dead+1.6 Wind 0 deg - No Ice	1557.14	0.00	-670.27	-13265.43	-0.01	0.03
1.2 Dead+1.6 Wind 30 deg - No Ice	2076.19	335.13	-580.47	-11490.58	-6634.00	0.00
0.9 Dead+1.6 Wind 30 deg - No Ice	1557.14	335.14	-580.47	-11488.74	-6632.95	0.00
1.2 Dead+1.6 Wind 60 deg - No Ice	2076.19	580.47	-335.13	-6633.72	-11489.70	0.00
0.9 Dead+1.6 Wind 60 deg - No Ice	1557.14	580.47	-335.14	-6632.66	-11487.87	0.00
1.2 Dead+1.6 Wind 90 deg - No Ice	2076.19	670.27	0.00	-0.04	-13266.94	-0.03
0.9 Dead+1.6 Wind 90 deg - No Ice	1557.14	670.27	0.00	-0.03	-13264.82	-0.04
1.2 Dead+1.6 Wind 120 deg - No Ice	2076.19	580.47	335.13	6633.80	-11490.05	0.03
0.9 Dead+1.6 Wind 120 deg - No Ice	1557.14	580.47	335.14	6632.73	-11488.20	0.03
1.2 Dead+1.6 Wind 150 deg - No Ice	2076.19	335.13	580.47	11490.50	-6634.13	0.00
0.9 Dead+1.6 Wind 150 deg - No Ice	1557.14	335.14	580.47	11488.67	-6633.06	0.00
1.2 Dead+1.6 Wind 180 deg - No Ice	2076.19	-0.00	670.27	13267.24	-0.12	0.00
0.9 Dead+1.6 Wind 180 deg - No Ice	1557.14	-0.00	670.27	13265.12	-0.11	0.00
1.2 Dead+1.6 Wind 210 deg - No Ice	2076.19	-335.13	580.47	11489.53	6633.44	-0.03
0.9 Dead+1.6 Wind 210 deg - No Ice	1557.14	-335.14	580.47	11487.69	6632.39	-0.04
1.2 Dead+1.6 Wind 240 deg - No Ice	2076.19	-580.47	335.13	6633.78	11490.06	0.03
0.9 Dead+1.6 Wind 240 deg - No Ice	1557.14	-580.47	335.14	6632.70	11488.21	0.03
1.2 Dead+1.6 Wind 270 deg - No Ice	2076.19	-670.27	0.00	0.07	13268.13	0.00
0.9 Dead+1.6 Wind 270 deg - No Ice	1557.14	-670.27	0.00	0.06	13266.01	0.00
1.2 Dead+1.6 Wind 300 deg - No Ice	2076.19	-580.47	-335.13	-6633.51	11489.82	0.00
0.9 Dead+1.6 Wind 300 deg - No Ice	1557.14	-580.47	-335.14	-6632.46	11487.99	0.00
1.2 Dead+1.6 Wind 330 deg - No Ice	2076.19	-335.13	-580.47	-11489.49	6633.50	-0.03
0.9 Dead+1.6 Wind 330 deg - No Ice	1557.14	-335.14	-580.47	-11487.66	6632.44	-0.04
1.2 Dead+1.0 Ice+1.0 Temp	3129.81	0.00	0.00	0.00	0.00	-0.00
1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp	3129.81	-0.00	-392.72	-7998.23	0.03	0.03
1.2 Dead+1.0 Wind 30 deg+1.0 Ice+1.0 Temp	3129.81	196.36	-340.10	-6926.71	-3999.07	-0.00
1.2 Dead+1.0 Wind 60 deg+1.0 Ice+1.0 Temp	3129.81	340.10	-196.36	-3999.29	-6926.60	0.00
1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp	3129.81	392.72	-0.00	-0.25	-7998.05	0.00

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Load Combination	Vertical lb	Shear <sub>x</sub> lb	Shear <sub>z</sub> lb	Overturning Moment, M <sub>x</sub> lb-ft	Overturning Moment, M <sub>z</sub> lb-ft	Torque lb-ft
1.2 Dead+1.0 Wind 120 deg+1.0 Ice+1.0 Temp	3129.81	340.10	196.36	3999.09	-6926.69	0.03
1.2 Dead+1.0 Wind 150 deg+1.0 Ice+1.0 Temp	3129.81	196.36	340.10	6926.65	-3999.17	-0.00
1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp	3129.81	0.00	392.72	7998.25	-0.19	0.00
1.2 Dead+1.0 Wind 210 deg+1.0 Ice+1.0 Temp	3129.81	-196.36	340.11	6926.63	3998.81	0.00
1.2 Dead+1.0 Wind 240 deg+1.0 Ice+1.0 Temp	3129.81	-340.10	196.36	3999.14	6926.65	0.03
1.2 Dead+1.0 Wind 270 deg+1.0 Ice+1.0 Temp	3129.81	-392.72	0.00	0.06	7998.24	-0.00
1.2 Dead+1.0 Wind 300 deg+1.0 Ice+1.0 Temp	3129.81	-340.10	-196.36	-3998.96	6926.78	0.00
1.2 Dead+1.0 Wind 330 deg+1.0 Ice+1.0 Temp	3129.81	-196.36	-340.10	-6926.39	3999.24	0.00
Dead+Wind 0 deg - Service	1730.16	0.00	-186.19	-3683.70	0.00	-0.00
Dead+Wind 30 deg - Service	1730.16	93.09	-161.24	-3190.21	-1841.87	0.00
Dead+Wind 60 deg - Service	1730.16	161.24	-93.09	-1841.86	-3190.21	0.00
Dead+Wind 90 deg - Service	1730.16	186.19	-0.00	-0.00	-3683.72	0.00
Dead+Wind 120 deg - Service	1730.16	161.24	93.09	1841.84	-3190.18	-0.00
Dead+Wind 150 deg - Service	1730.16	93.09	161.24	3190.22	-1841.87	0.00
Dead+Wind 180 deg - Service	1730.16	0.00	186.19	3683.73	0.00	0.00
Dead+Wind 210 deg - Service	1730.16	-93.09	161.24	3190.20	1841.86	0.00
Dead+Wind 240 deg - Service	1730.16	-161.24	93.09	1841.85	3190.17	-0.00
Dead+Wind 270 deg - Service	1730.16	-186.19	0.00	-0.00	3683.74	0.00
Dead+Wind 300 deg - Service	1730.16	-161.24	-93.09	-1841.87	3190.20	0.00
Dead+Wind 330 deg - Service	1730.16	-93.09	-161.24	-3190.19	1841.86	0.00

## Solution Summary

Load Comb.	Sum of Applied Forces			Sum of Reactions			% Error
	PX lb	PY lb	PZ lb	PX lb	PY lb	PZ lb	
1	0.00	-1730.16	0.00	0.00	1730.16	0.00	0.000%
2	0.00	-2076.19	-670.29	-0.00	2076.19	670.27	0.001%
3	0.00	-1557.14	-670.29	-0.00	1557.14	670.27	0.001%
4	335.14	-2076.19	-580.49	-335.13	2076.19	580.47	0.001%
5	335.14	-1557.14	-580.49	-335.14	1557.14	580.47	0.001%
6	580.49	-2076.19	-335.14	-580.47	2076.19	335.13	0.001%
7	580.49	-1557.14	-335.14	-580.47	1557.14	335.14	0.001%
8	670.29	-2076.19	0.00	-670.27	2076.19	-0.00	0.001%
9	670.29	-1557.14	0.00	-670.27	1557.14	-0.00	0.001%
10	580.49	-2076.19	335.14	-580.47	2076.19	-335.13	0.001%
11	580.49	-1557.14	335.14	-580.47	1557.14	-335.14	0.001%
12	335.14	-2076.19	580.49	-335.13	2076.19	-580.47	0.001%
13	335.14	-1557.14	580.49	-335.14	1557.14	-580.47	0.001%
14	0.00	-2076.19	670.29	0.00	2076.19	-670.27	0.001%
15	0.00	-1557.14	670.29	0.00	1557.14	-670.27	0.001%
16	-335.14	-2076.19	580.49	335.13	2076.19	-580.47	0.001%
17	-335.14	-1557.14	580.49	335.14	1557.14	-580.47	0.001%
18	-580.49	-2076.19	335.14	580.47	2076.19	-335.13	0.001%
19	-580.49	-1557.14	335.14	580.47	1557.14	-335.14	0.001%
20	-670.29	-2076.19	0.00	670.27	2076.19	-0.00	0.001%
21	-670.29	-1557.14	0.00	670.27	1557.14	-0.00	0.001%
22	-580.49	-2076.19	-335.14	580.47	2076.19	335.13	0.001%
23	-580.49	-1557.14	-335.14	580.47	1557.14	335.14	0.001%
24	-335.14	-2076.19	-580.49	335.13	2076.19	580.47	0.001%

<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	14 of 19	76
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Load Comb.	Sum of Applied Forces			Sum of Reactions			% Error
	PX lb	PY lb	PZ lb	PX lb	PY lb	PZ lb	
25	-335.14	-1557.14	-580.49	335.14	1557.14	580.47	0.001%
26	0.00	-3129.81	0.00	0.00	3129.81	0.00	0.000%
27	0.00	-3129.81	-392.74	0.00	3129.81	392.72	0.001%
28	196.37	-3129.81	-340.12	-196.36	3129.81	340.10	0.001%
29	340.12	-3129.81	-196.37	-340.10	3129.81	196.36	0.001%
30	392.74	-3129.81	0.00	-392.72	3129.81	0.00	0.001%
31	340.12	-3129.81	196.37	-340.10	3129.81	-196.36	0.001%
32	196.37	-3129.81	340.12	-196.36	3129.81	-340.10	0.001%
33	0.00	-3129.81	392.74	-0.00	3129.81	-392.72	0.001%
34	-196.37	-3129.81	340.12	196.36	3129.81	-340.11	0.001%
35	-340.12	-3129.81	196.37	340.10	3129.81	-196.36	0.001%
36	-392.74	-3129.81	0.00	392.72	3129.81	-0.00	0.001%
37	-340.12	-3129.81	-196.37	340.10	3129.81	196.36	0.001%
38	-196.37	-3129.81	-340.12	196.36	3129.81	340.10	0.001%
39	0.00	-1730.16	-186.19	-0.00	1730.16	186.19	0.000%
40	93.10	-1730.16	-161.25	-93.09	1730.16	161.24	0.000%
41	161.25	-1730.16	-93.10	-161.24	1730.16	93.09	0.000%
42	186.19	-1730.16	0.00	-186.19	1730.16	0.00	0.000%
43	161.25	-1730.16	93.10	-161.24	1730.16	-93.09	0.000%
44	93.10	-1730.16	161.25	-93.09	1730.16	-161.24	0.000%
45	0.00	-1730.16	186.19	-0.00	1730.16	-186.19	0.000%
46	-93.10	-1730.16	161.25	93.09	1730.16	-161.24	0.000%
47	-161.25	-1730.16	93.10	161.24	1730.16	-93.09	0.000%
48	-186.19	-1730.16	0.00	186.19	1730.16	-0.00	0.000%
49	-161.25	-1730.16	-93.10	161.24	1730.16	93.09	0.000%
50	-93.10	-1730.16	-161.25	93.09	1730.16	161.24	0.000%

## Non-Linear Convergence Results

Load Combination	Converged?	Number of Cycles	Displacement Tolerance	Force Tolerance
1	Yes	6	0.00000001	0.00000001
2	Yes	6	0.00000001	0.00011834
3	Yes	6	0.00000001	0.00008982
4	Yes	6	0.00000001	0.00012029
5	Yes	6	0.00000001	0.00009185
6	Yes	6	0.00000001	0.00011805
7	Yes	6	0.00000001	0.00008958
8	Yes	6	0.00000001	0.00011682
9	Yes	6	0.00000001	0.00008834
10	Yes	6	0.00000001	0.00011834
11	Yes	6	0.00000001	0.00008982
12	Yes	6	0.00000001	0.00012029
13	Yes	6	0.00000001	0.00009185
14	Yes	6	0.00000001	0.00011805
15	Yes	6	0.00000001	0.00008958
16	Yes	6	0.00000001	0.00011682
17	Yes	6	0.00000001	0.00008834
18	Yes	6	0.00000001	0.00011834
19	Yes	6	0.00000001	0.00008982
20	Yes	6	0.00000001	0.00012029
21	Yes	6	0.00000001	0.00009185
22	Yes	6	0.00000001	0.00011805
23	Yes	6	0.00000001	0.00008958
24	Yes	6	0.00000001	0.00011682
25	Yes	6	0.00000001	0.00008834

<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	15 of 19	77
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26	Yes	6	0.00000001	0.00000001
27	Yes	6	0.00000001	0.00009865
28	Yes	6	0.00000001	0.00009872
29	Yes	6	0.00000001	0.00009917
30	Yes	6	0.00000001	0.00009775
31	Yes	6	0.00000001	0.00009865
32	Yes	6	0.00000001	0.00009872
33	Yes	6	0.00000001	0.00009917
34	Yes	6	0.00000001	0.00009775
35	Yes	6	0.00000001	0.00009865
36	Yes	6	0.00000001	0.00009872
37	Yes	6	0.00000001	0.00009917
38	Yes	6	0.00000001	0.00009775
39	Yes	6	0.00000001	0.00000001
40	Yes	6	0.00000001	0.00000001
41	Yes	6	0.00000001	0.00000001
42	Yes	6	0.00000001	0.00000001
43	Yes	6	0.00000001	0.00000001
44	Yes	6	0.00000001	0.00000001
45	Yes	6	0.00000001	0.00000001
46	Yes	6	0.00000001	0.00000001
47	Yes	6	0.00000001	0.00000001
48	Yes	6	0.00000001	0.00000001
49	Yes	6	0.00000001	0.00000001
50	Yes	6	0.00000001	0.00000001

### Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T1	40 - 20	0.041	40	0.0060	0.0001
T2	20 - 0	0.015	48	0.0048	0.0001

### Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T1	40 - 20	0.146	4	0.0215	0.0321
T2	20 - 0	0.055	4	0.0174	0.0322

### Bolt Design Data

Section No.	Elevation ft	Component Type	Bolt Grade	Bolt Size in	Number Of Bolts	Maximum Load per Bolt lb	Allowable Load lb	Ratio Load Allowable	Allowable Ratio	Criteria
T1	40	Leg	A325N	0.7500	4	3.10	29820.60	0.000	1	Bolt Tension
T2	20	Leg	A325N	0.7500	4	260.88	29820.60	0.009	1	Bolt Tension

<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	16 of 19	78
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	<b>Client</b>		<b>Designed by</b>	J. Heer	

### Compression Checks

### Leg Design Data (Compression)

Section No.	Elevation <i>ft</i>	Size	<i>L</i> <i>ft</i>	<i>L<sub>u</sub></i> <i>ft</i>	<i>Kl/r</i>	<i>A</i> <i>in<sup>2</sup></i>	<i>P<sub>u</sub></i> <i>lb</i>	$\phi P_n$ <i>lb</i>	Ratio $\frac{P_u}{\phi P_n}$
T1	40 - 20	1 3/4	20.00	1.42	78.0 K=2.00	2.4053	-1550.43	69333.30	0.022 <sup>1</sup> ✓
T2	20 - 0	2	20.00	1.42	68.3 K=2.00	3.1416	-4921.04	100522.00	0.049 <sup>1</sup> ✓

<sup>1</sup>  $P_u / \phi P_n$  controls

### Diagonal Design Data (Compression)

Section No.	Elevation <i>ft</i>	Size	<i>L</i> <i>ft</i>	<i>L<sub>u</sub></i> <i>ft</i>	<i>Kl/r</i>	<i>A</i> <i>in<sup>2</sup></i>	<i>P<sub>u</sub></i> <i>lb</i>	$\phi P_n$ <i>lb</i>	Ratio $\frac{P_u}{\phi P_n}$
T1	40 - 20	3/4	3.30	3.14	201.0 K=1.00	0.4418	-219.69	2470.25	0.089 <sup>1</sup> ✓
T2	20 - 0	KL/R > 200 (C) - 13 7/8	3.76	3.58	196.5 K=1.00	0.6013	-413.51	3519.09	0.118 <sup>1</sup> ✓

<sup>1</sup>  $P_u / \phi P_n$  controls

### Top Girt Design Data (Compression)

Section No.	Elevation <i>ft</i>	Size	<i>L</i> <i>ft</i>	<i>L<sub>u</sub></i> <i>ft</i>	<i>Kl/r</i>	<i>A</i> <i>in<sup>2</sup></i>	<i>P<sub>u</sub></i> <i>lb</i>	$\phi P_n$ <i>lb</i>	Ratio $\frac{P_u}{\phi P_n}$
T1	40 - 20	3/4	2.50	2.35	150.7 K=1.00	0.4418	-3.22	4396.61	0.001 <sup>1</sup> ✓
T2	20 - 0	7/8	3.00	2.84	155.5 K=1.00	0.6013	-32.64	5614.95	0.006 <sup>1</sup> ✓

<sup>1</sup>  $P_u / \phi P_n$  controls

### Bottom Girt Design Data (Compression)

<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	17 of 19	79
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Section No.	Elevation <i>ft</i>	Size	<i>L</i> <i>ft</i>	<i>L<sub>u</sub></i> <i>ft</i>	<i>Kl/r</i>	<i>A</i> <i>in<sup>2</sup></i>	<i>P<sub>u</sub></i> <i>lb</i>	$\phi P_n$ <i>lb</i>	Ratio $\frac{P_u}{\phi P_n}$
T1	40 - 20	3/4	3.00	2.85	182.5 K=1.00	0.4418	-24.36	2995.49	0.008 <sup>1</sup> 

<sup>1</sup>  $P_u / \phi P_n$  controls

### Mid Girt Design Data (Compression)

Section No.	Elevation <i>ft</i>	Size	<i>L</i> <i>ft</i>	<i>L<sub>u</sub></i> <i>ft</i>	<i>Kl/r</i>	<i>A</i> <i>in<sup>2</sup></i>	<i>P<sub>u</sub></i> <i>lb</i>	$\phi P_n$ <i>lb</i>	Ratio $\frac{P_u}{\phi P_n}$
T1	40 - 20	3/4	2.75	2.60	166.6 K=1.00	0.4418	-5.15	3595.86	0.001 <sup>1</sup> 
T2	20 - 0	7/8	3.25	3.08	169.2 K=1.00	0.6013	-2.18	4745.10	0.000 <sup>1</sup> 

<sup>1</sup>  $P_u / \phi P_n$  controls

### Tension Checks

### Leg Design Data (Tension)

Section No.	Elevation <i>ft</i>	Size	<i>L</i> <i>ft</i>	<i>L<sub>u</sub></i> <i>ft</i>	<i>Kl/r</i>	<i>A</i> <i>in<sup>2</sup></i>	<i>P<sub>u</sub></i> <i>lb</i>	$\phi P_n$ <i>lb</i>	Ratio $\frac{P_u}{\phi P_n}$
T1	40 - 20	1 3/4	20.00	1.42	39.0	2.4053	1044.13	108238.00	0.010 <sup>1</sup> 
T2	20 - 0	2	20.00	1.42	34.1	3.1416	3746.12	141372.00	0.026 <sup>1</sup> 

<sup>1</sup>  $P_u / \phi P_n$  controls

### Diagonal Design Data (Tension)

Section No.	Elevation <i>ft</i>	Size	<i>L</i> <i>ft</i>	<i>L<sub>u</sub></i> <i>ft</i>	<i>Kl/r</i>	<i>A</i> <i>in<sup>2</sup></i>	<i>P<sub>u</sub></i> <i>lb</i>	$\phi P_n$ <i>lb</i>	Ratio $\frac{P_u}{\phi P_n}$
T1	40 - 20	3/4	3.30	3.14	201.0	0.4418	218.19	19880.40	0.011 <sup>1</sup> 
T2	20 - 0	7/8	3.76	3.58	196.5	0.6013	412.53	27059.40	0.015 <sup>1</sup> 

<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	18 of 19	80
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<sup>1</sup>  $P_u / \phi P_n$  controls

### Top Girt Design Data (Tension)

Section No.	Elevation <i>ft</i>	Size	<i>L</i> <i>ft</i>	<i>L<sub>u</sub></i> <i>ft</i>	<i>Kl/r</i>	<i>A</i> <i>in<sup>2</sup></i>	<i>P<sub>u</sub></i> <i>lb</i>	$\phi P_n$ <i>lb</i>	Ratio $\frac{P_u}{\phi P_n}$
T1	40 - 20	3/4	2.50	2.35	150.7	0.4418	3.09	19880.40	0.000 <sup>1</sup>
T2	20 - 0	7/8	3.00	2.84	155.5	0.6013	33.41	27059.40	0.001 <sup>1</sup>

<sup>1</sup>  $P_u / \phi P_n$  controls

### Bottom Girt Design Data (Tension)

Section No.	Elevation <i>ft</i>	Size	<i>L</i> <i>ft</i>	<i>L<sub>u</sub></i> <i>ft</i>	<i>Kl/r</i>	<i>A</i> <i>in<sup>2</sup></i>	<i>P<sub>u</sub></i> <i>lb</i>	$\phi P_n$ <i>lb</i>	Ratio $\frac{P_u}{\phi P_n}$
T1	40 - 20	3/4	3.00	2.85	182.5	0.4418	24.96	19880.40	0.001 <sup>1</sup>
T2	20 - 0	7/8	3.50	3.33	182.9	0.6013	5667.45	27059.40	0.209 <sup>*1</sup>

\* DL controls

<sup>1</sup>  $P_u / \phi P_n$  controls

### Mid Girt Design Data (Tension)

Section No.	Elevation <i>ft</i>	Size	<i>L</i> <i>ft</i>	<i>L<sub>u</sub></i> <i>ft</i>	<i>Kl/r</i>	<i>A</i> <i>in<sup>2</sup></i>	<i>P<sub>u</sub></i> <i>lb</i>	$\phi P_n$ <i>lb</i>	Ratio $\frac{P_u}{\phi P_n}$
T1	40 - 20	3/4	2.75	2.60	166.6	0.4418	5.89	19880.40	0.000 <sup>1</sup>
T2	20 - 0	7/8	3.25	3.08	169.2	0.6013	9.13	27059.40	0.000 <sup>1</sup>

<sup>1</sup>  $P_u / \phi P_n$  controls

### Section Capacity Table

Section No.	Elevation <i>ft</i>	Component Type	Size	Critical Element	<i>P</i> <i>lb</i>	$\phi P_{allow}$ <i>lb</i>	% Capacity	Pass Fail
T1	40 - 20	Leg	1 3/4	2	-1550.43	69333.30	2.2	Pass
		Diagonal	3/4	13	-219.69	2470.25	8.9	Pass



<b>tnxTower</b>  <b>Great Plains Towers</b> 126 Sixth Street West West Fargo, ND 58078 Phone: 701-282-2236 FAX: 701-282-2148	<b>Job</b>	GPT 40' SS Tower (42" to 30")	<b>Page</b>	19 of 19	81
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Section No.	Elevation ft	Component Type	Size	Critical Element	P lb	$\phi P_{allow}$ lb	% Capacity	Pass Fail		
T2	20 - 0	Top Girt	3/4	5	-3.22	4396.61	0.1	Pass		
		Bottom Girt	3/4	7	-24.36	2995.49	0.8	Pass		
		Mid Girt	3/4	11	-5.15	3595.86	0.1	Pass		
		Leg	2	55	-4921.04	100522.00	4.9	Pass		
		Diagonal	7/8	68	-413.51	3519.09	11.8	Pass		
		Top Girt	7/8	59	-32.64	5614.95	0.6	Pass		
		Bottom Girt	7/8	62	5667.45	27059.40	20.9	Pass		
		Mid Girt	7/8	64	-2.18	4745.10	0.0	Pass		
		Summary								
								Leg (T2)	4.9	Pass
						Diagonal (T2)	11.8	Pass		
						Top Girt (T2)	0.6	Pass		
						Bottom Girt (T2)	20.9	Pass		
						Mid Girt (T1)	0.1	Pass		
						Bolt Checks	0.9	Pass		
						<b>RATING =</b>	<b>20.9</b>	<b>Pass</b>		

### CITY OF LIVINGSTON FISCAL NOTE

Ordinance # \_\_\_\_\_  
 Resolution # \_\_\_\_\_ 4708

#### Fiscal Analysis Assumptions

- This contract will authorize Wispwest.net to replace the Palehorse tower and add a fenced shelter on the Northside Hill.
- There is anticipated to be no capital or operating costs for the City of Livingston.

_____ Budgeted Expenditure	_____ Unbudgeted Expenditure:
	_____ Unanticipated Revenue
	_____ Reserves
	_____ Other Line Item Savings

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

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

Signature Jessie R. Hogg  
 Date 10/24/2016

**Backup material for agenda item:**

**D. RESOLUTION NO. 4709 - A RESOLUTION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH EVERGREEN SKATEPARKS, LLC TO DESIGN THE SKATEPARK PROJECT IN THE CITY OF LIVINGSTON.**

Livingston City Commission  
**LEGISLATIVE ACTION SUMMARY**  
Resolution No. 4709

**Date of First Consideration / Status:** November 1, 2016

**Purpose of Legislation:** To authorize the City Manager to enter into a Professional Services Agreement with Evergreen Skateparks for McNair Skate Park Design and Construction Plans and Specification generation services.

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

**Background:** The City of Livingston (the “City”) in cooperation with the Livingston Skate Park Committee and Neighbor Helping Neighbor requested a proposal from Evergreen Skateparks (“Evergreen SP”) to provide Skate Park Design and Construction Plans and Specification generation services for McNair Skate Park. Evergreen Skateparks will use information from the previous completed geotechnical report and work cooperatively with TD&H Engineering on generating a skate park design that compliments the overall site plan for the area. The City and Evergreen Skateparks now desire to execute the contract and begin work on the project. The City and Evergreen have agreed upon the Professional Services Agreement attached to Resolution No. 4709 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:** Professional Services Agreement and Fiscal Note.

**RESOLUTION NO. 4709**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH EVERGREEN SKATEPARKS, LLC TO DESIGN THE SKATEPARK PROJECT IN THE CITY OF LIVINGSTON.**

**WHEREAS**, the City desires to construct a new skatepark to be located near Miles Park, Sacajawea Park and the Civic Center in Livingston, Montana (the “Skatepark Project”); and

**WHEREAS**, The McNair Skate Park Committee, with the help of volunteers and local nonprofit Neighbor Helping Neighbor, has applied for and received numerous grants for design and construction of the Skatepark Project; and

**WHEREAS**, there are sufficient funds to begin design of the Skatepark Project, the City now desires for Evergreen Skateparks, LLC to perform the design, and they desire to perform the design; and

**WHEREAS**, the public works department is requesting the City Commission authorize the City Manager to enter into a Professional Services Agreement (“Agreement”) with Evergreen Skateparks LLC to design the Skatepark Project, which document is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Manager is ready, willing, and able to execute the Agreement upon the City Commission’s approval of this Resolution.

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

The City Manager is hereby authorized to enter into the Agreement with Evergreen Skateparks LLC, which document is attached hereto and incorporated herein as Exhibit A.

**PASSED AND ADOPTED** by the City Commission of the City of Livingston, this \_\_\_\_\_ day of November, 2016.

---

**JAMES BENNETT - Chairman**

**Resolution No. 4706**

**Authorizing City Manager to Enter Into Service Agreement with ISAN**

**Page 1**

**ATTEST:**

**APPROVED AS TO FORM:**

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**LISA HARRELD**  
**Recording Secretary**

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**COURTNEY LAWELLIN**  
**City Attorney**

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the 17 day of October, 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 EVERGREEN SKATEPARKS, LLC, an Oregon limited liability company with its principal office located at 5327 Southeast 69<sup>th</sup> Avenue, Portland, Oregon 97206 (hereinafter referred to as the “Design Professional”; and together with the City, the “Parties”).

**RECITALS:**

- A. The City desires to construct a new skatepark to be located near Miles Park, Sacajawea Park and the Civic Center in Livingston, Montana (the “Skatepark Project”).
- B. The McNair Skate Park Committee, with the help of volunteers and local nonprofit Neighbor Helping Neighbor, has applied for and received numerous grants for design and construction of the Skatepark Project.
- C. Because there are sufficient funds to begin design of the Skatepark Project, the City now desires for Design Professional to perform the design, and the Design Professional desires to perform the design, all according to the terms and conditions set forth below.
- D. The Design Professional is engaged in the business of professional design, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the Services (as defined below), and is ready, willing and able to undertake and perform the same 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. DESIGN PROFESSIONAL’S SERVICES. City agrees to retain Design Professional to perform all services and comply with all obligations, including but not limited to the

timelines, specified or indicated in the Scope of Work attached hereto and incorporated herein as **Exhibit A** (collectively, the “Services”).

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

4. NATURE OF RELATIONSHIP.

a. The Design Professional 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 Design Professional shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Design Professional has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Design Professional 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. Because Design Professional is an independent contractor, Design Professional is not entitled to any workers compensation or any benefit of employment with the City.

b. The Design Professional 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 itself or for any employees engaged by the Design Professional in performance of this Agreement.

c. The Design Professional, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the



aforementioned entities and persons have the authority to legally-bind or otherwise obligate the City to any third person or entity.

5. COMPENSATION.

- a. For the satisfactory completion of the Services, the City will pay the Design Professional a sum not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00).
- b. The Design Professional shall submit an invoice every month if it has provided the City with Services during the preceding month. The invoices will include charges for the Services actually performed during the associated billing period. The invoices shall include, at a minimum, the following information: (i) a clear description of the tasks performed; (ii) identification of the project with which all charges are associated; (iii) the contracted dollar amount for the Services, if applicable; (iv) the Services completed to date for the associated project; and (v) the Services that remain to be completed for the associated project.
- c. In addition to the requirements set forth in subpart 5.b., above, in connection with obtaining payment under this Agreement, Design Professional 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 Design Professional assumes responsibility for the late filing of a claim.
- d. In the event the Design Professional seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Design Professional must seek prior written authorization from the City before such expenditure is incurred. If the Design Professional fails to obtain prior written authorization, the Design Professional shall not be entitled to payment for the unauthorized work, materials or services.

6. DESIGN PROFESSIONAL'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES. The Design Professional 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 Services.
- b. 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 of the Services.

- c. It has reviewed 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.
- d. In connection with the Services, it will exercise the standard of care that is ordinarily used by members of the Design Professional’s profession practicing under similar conditions at the same time and in the same locality.

7. OWNERSHIP OF DOCUMENTS. All data, information, work in progress, documents, reports, and intellectual property developed in connection with any work under this Agreement, both in hard-copy form and as may be embodied on computer diskettes or similar information recording and storage media, is deemed the City’s property and, upon request, shall be delivered to the City. Following the City’s acceptance of materials described in this paragraph, the City shall indemnify and hold Design Professional harmless for any changes or revisions to the plans and related documents the Design Professional prepares under this Agreement that are made without Design Professional’s knowledge and written consent. The City’s use of any files that are secured from the Design Professional that are not in final format is at the City’s own risk.

8. TERMINATION OF THIS AGREEMENT.

- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Design Professional 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 twenty-one (21) days after receiving the written notice from the Design Professional to cure the failure to perform. If the City fails to cure its failure to perform within the 21-day cure period, the Design Professional shall provide the City with a written notice to terminate this Agreement. The Design Professional 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 Design Professional is at fault for the City’s nonpayment.
- b. The City may terminate this Agreement upon not less than thirty (30) days prior written notice to Design Professional. If the City terminates this Agreement for a reason other than fault of the Design Professional, the Design Professional shall

receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

9. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Design Professional 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 Design Professional's performance of this Agreement and the Services (or the work of any subcontractor to Design Professional). In the event a claim should be brought or an action filed against the City with respect of the subject of this Agreement, Design Professional 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 Design Professional. 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.
10. INSURANCE. In addition to any other insurance which Design Professional may choose to carry, the Design Professional shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers' compensation as required by the law of the state in which Design Professional is located; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate; and (c) professional liability with a limit of \$1,000,000 per claim and \$1,500,000 aggregate made against Design Professional for errors or omissions in the performance of this Agreement. Design Professional's certificates of insurance are 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.
11. COMPLIANCE WITH LAWS. The Design Professional agrees it will comply with all federal, state and local laws, rules and regulations.
12. SURVIVAL. All express representations, indemnifications, or limitations of liability made in or given in this Agreement shall survive completion of the Services or the termination of this Agreement for any reason.
13. FORCE MAJEURE. The Parties shall not hold each other responsible for damages or delay in the performance of this Agreement caused by acts of God, strikes, lockouts,

accidents, or other events beyond the control of the other or the other's employees and agents.

14. 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 as follows:

City: City of Livingston  
 Attn: Shannon Holmes  
 330 Bennett Street  
 Livingston, Montana 59047

Design Professional: Evergreen Skateparks, LLC  
 5327 Southeast 69<sup>th</sup> Avenue  
 Portland, Oregon 97206

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

15. 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.
16. 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.
17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.
18. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of

this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.

19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
20. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Design Professional or the City 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. VENUE. 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 under this Agreement.
22. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.
23. LIAISON. The designated liaison with the City is Shannon Holmes, who can be reached at (406) 222-5667. The Design Professional's liaison is Billy Coulon, who can be reached at (503) 807-0103. 503-804-1193
24. 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.
25. COMPUTING TIME. If a time period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate

Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

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

**CITY OF LIVINGSTON**

**EVERGREEN SKATEPARK, LLC,  
an Oregon limited liability company**

*Catherine Coulon*

\_\_\_\_\_  
**Lisa Lowy, Interim City Manager**

\_\_\_\_\_  
**Name:** Catherine Coulon - owner

**Its:** \_\_\_\_\_

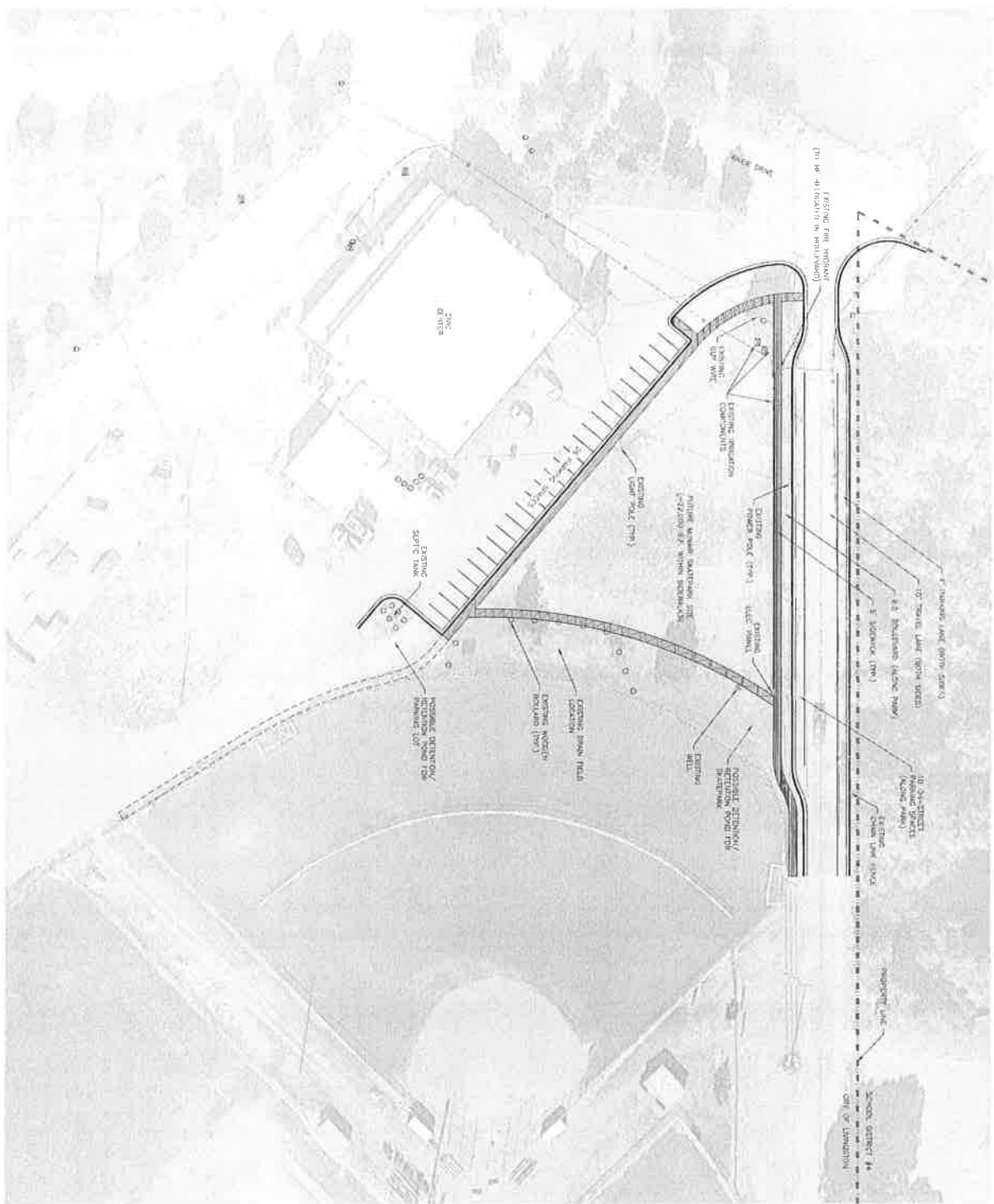
[ Exhibit A ]

[ Scope of Work ]

[ **Exhibit B** ]

[ **Certificates of Insurance** ]





PRELIMINARY

NOTE:  
 1. EXISTING AND EXISTING CONDITIONS SURVEY  
 2. ALL DIMENSIONS ARE IN FEET AND INCHES  
 3. LOCATIONS OF UNDEVELOPED UTILITIES ARE SHOWN  
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE  
 5. NOTED OR SPECIFIED BY THE OWNER  
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE  
 7. NOTED OR SPECIFIED BY THE OWNER



FIGURE 1

**McNAIR SKATEPARK CIVIL IMPROVEMENTS**  
 LIVINGSTON, MONTANA  
**PRELIMINARY SITE PLAN**

**TD&H**  
 Engineering  
 1000 W. 10TH AVENUE, SUITE 100  
 LIVINGSTON, MONTANA 59010  
 (406) 251-1111  
 www.tdandh.com

REVISIONS	
NO.	DATE

DATE	BY	DESCR.

**CITY OF LIVINGSTON FISCAL NOTE**

Ordinance # \_\_\_\_\_  
 Resolution # 4709

**Fiscal Analysis Assumptions**

- This contract will authorize the City Manager to sign a professional services agreement with Evergreen Skateparks, LLC to deign the skate park project in the City of Livingston.
- The McNair Skatepark Group will forward the City of Livingston sufficient funds to cover the cost of this agreement.

<u>        </u> Budgeted Expenditure	<u>  X  </u> Unbudgeted Expenditure:
	<u>  X  </u> Unanticipated Revenue
	<u>        </u> Reserves
	<u>        </u> Other Line Item Savings

<u>Costs by Object</u>	<u>        </u> FY 17	<u>        </u> FY 18	<u>        </u> FY 19
Personnel			
Operating			
Capital	\$ 15,000		
Debt Service			
 Total Costs	<u>\$ 15,000</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Funding Source</u>	<u>        </u> FY 17	<u>        </u> FY 18	<u>        </u> FY 19
Fund Name			
Capital Improvements Fund	\$ 15,000	\$ -	\$ -
 Total	<u>\$ 15,000</u>	<u>\$ -</u>	<u>\$ -</u>

Signature Jessie R. Hogg  
 Date 10/24/2016