

AGENDA
CITY COUNCIL MEETING
CITY OF SHELBY
November 4, 2019
6:30 P.M.

ROLL CALL OF MEMBERS
PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Regular Council Meeting, 10/23/19 (pgs 5-6)

APPEARANCE REQUESTS

- Agenda Items / Non-Agenda Items
 - Tesla Charging Station (pgs 7-17)
 - Luke LaLiberty, KLJ

CLAIMS REPORT 10/31/19 (pgs 18-31)

BUILDING INSPECTOR

- Building Inspector Report, October 2019 (pg 32)

COMMITTEE REPORTS

- Safety Committee & Employee Quarterly Meeting, 10/23/19 (pg 33)
- Park & Recreation Committee Meeting, 10/28/19 (pg 34-35)

CITY ATTORNEY

- First Addendum to Buy-Sell Agreement for 230 Main Street (pg 36-37)

CITY FINANCE OFFICER

- Payroll Expense by Department, October 2019 (pg 38)

CITY SUPERINTENDENT

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COMMUNITY DEVELOPMENT DIRECTOR

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OTHER MATTERS

- Civic Center Rec Attendant
- Holiday Office Closures (Day after Thanksgiving and Christmas Eve)
- Wellfield Change Order #3 (pgs 39-44)

ADJOURN

CITY COUNCIL PACKET LISTING

A. Agenda

B. Agenda Items

1. Minutes of Regular Council Meeting, 10/23/19
2. Supercharger Agreement
3. Claims Report, 10/31/19
4. Building Inspector Report, October 2019
5. Minutes of Safety Committee & Employee Quarterly Meeting, 10/23/19
6. Minutes of Park & Recreation Committee Meeting, 10/28/19
7. First Addendum to Buy-Sell Agreement for 230 Main St
8. Payroll Expense by Department Report, October 2019
9. 10/25/19 Email from Luke LaLiberty, KLJ re: Wellfield Amendment No. 3

C. Correspondence

1. Thank you to Ian Odden re: Civic Center sign

D. Reports

- 1.

E. Handouts

- 1.

Policy on Conduct and Manner of Addressing Council

The public is invited to speak on any item after recognition by the presiding officer.

1. Public comments will be accepted only on items within the jurisdiction of the City of Shelby.
2. Comments shall be limited to 5 minutes per meeting, unless such time is extended by a majority vote of the Council members.
3. While the Council is in session, those in attendance must preserve order and decorum. No member of the public shall delay or interrupt the Council proceedings; disturb any member who may be speaking; or refuse to obey the orders of the Council or its presiding officer.
4. Prepared statements are welcome and should be given to the Finance Officer prior to a Council meeting. Prepared statements that are also read, however, shall be deemed unduly repetitious. All prepared statements for public hearings shall become part of the hearing record.
5. All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff.
6. Public members recognized by the presiding officer, shall:
 - a. Stand, if able
 - b. For the record, give his/her name and address
 - c. If applicable, give the person, firm or organization he/she represents
 - d. Limit comments to the matter of fact
 - e. Address the Council as a body and not to any individual member of the Council or City Staff
 - f. Ask no questions of individuals who are Council members, staff or other public members, except through the presiding officer
 - g. Limit comments to a maximum of 5 minutes, unless such time is extended by a majority vote of Council members.

The Council thanks public members for respectfully and courteously providing constructive and valuable information.

**MINUTES OF REGULAR COUNCIL MEETING OF THE SHELBY CITY COUNCIL
HELD IN COUNCIL CHAMBERS
October 23, 2019**

Mayor McDermott called the meeting to order at 6:30 p.m.
Present were: Debra Clark, Joe Flesch, Trent Tustian and Bill Moritz, Council Members; Bill Hunt, City Attorney; Jade Goroski, Finance Officer; Lorette Carter, Community Development Director; Luis Correa, Superintendent. Absent & Excused: Aaron Heaton, Lyle Kimmet.

Other citizens present: Jennifer Van Heel & Ryan Larson.

PLEDGE OF ALLEGIANCE

REGULAR MEETING MINUTES 10/7/19

MORITZ MADE A MOTION TO APPROVE THE 10/7/2019 MINUTES.
SECONDED BY TUSTIAN. VOTE AYES - CLARK, TUSTIAN, FLESCHE,
MORITZ. NOES - NONE. ABSENT - HEATON, KIMMET. ABSTAIN -
NONE.

APPEARANCE REQUESTS

- Agenda Items - None
- Non-Agenda - None

COMMITTEE REPORTS

- Law Enforcement Report - Ryan Larson

CITY ATTORNEY

- Resolution No. 2008 re: Intent to Sell
TUSTIAN MADE A MOTION TO APPROVE RESOLUTION NO. 2008.
SECONDED BY MORITZ. VOTE AYES - CLARK, TUSTIAN, FLESCHE,
MORITZ. NOES - NONE. ABSENT - HEATON, KIMMET. ABSTAIN -
NONE.

CITY FINANCE OFFICER

1. City Judge's Report, September 2019
2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, Project Budgets, 9/30/19
MORITZ MADE A MOTION TO APPROVE THE REPORTS. SECONDED BY CLARK. VOTE AYES - CLARK, TUSTIAN, FLESCHE, MORITZ. NOES - NONE. ABSENT - HEATON, KIMMET. ABSTAIN - NONE.
3. City of Shelby Delinquent Taxes, 9/30/19

CITY SUPERINTENDENT

Luis updated on what the crew has been working on the past couple weeks.

COMMUNITY DEVELOPMENT DIRECTOR

Lorette provided a handout as notes.

OTHER MATTERS

- Stormwater Phase 2 Change Order #1
TUSTIAN MADE A MOTION TO APPROVE CHANGE ORDER #1. SECONDED BY FLESCHE. VOTE AYES - CLARK, TUSTIAN, FLESCHE, MORITZ. NOES - NONE. ABSENT - HEATON, KIMMET. ABSTAIN - NONE.
- Traffic Control 5th Street South & 9th Ave
MORITZ MADE A MOTION TO ADD TWO SPEED LIMIT SIGNS AND MOVE ONE SIGN CLOSER TO THE INTERSECTION. SECONDED BY CLARK. VOTE AYES - CLARK, TUSTIAN, FLESCHE, MORITZ. NOES - NONE. ABSENT - HEATON, KIMMET. ABSTAIN - NONE.
- Flowable Fill Front Street
MORITZ MADE A MOTION TO APPROVE THE FOUR ADDITIONAL CROSSINGS ON FRONT STREET TOTAL ESTIMATE OF \$12,000. SECONDED BY FLESCHE. VOTE AYES - CLARK, TUSTIAN, FLESCHE, MORITZ. NOES - NONE. ABSENT - HEATON, KIMMET. ABSTAIN - NONE.

ADJOURN

AT 8:05 P.M. TUSTIAN MADE A MOTION TO ADJOURN THE MEETING. SECONDED BY CLARK. VOTE AYES - CLARK, TUSTIAN, FLESCHE, MORITZ. NOES - NONE. ABSENT - HEATON, KIMMET. ABSTAIN - NONE.

GARY MCDERMOTT, MAYOR

ATTEST:

JADE GOROSKI, FINANCE OFFICER

SUPERCHARGER AGREEMENT

This Supercharger Agreement (this "**Agreement**") is effective as of the date last signed below by and between _____, a _____ ("**Counterparty**") and Tesla, Inc., a Delaware corporation ("**Tesla**"). Tesla and Counterparty are each referred to herein as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Tesla, through the provision of electric vehicle charging services at the Property, will provide value to Counterparty by increasing the visibility of, and attracting Tesla customers to, the Property; and

WHEREAS, Counterparty is the sole owner of the Property; and

WHEREAS, Counterparty acknowledges the value of having an electric vehicle charging station to serve Tesla customers at the Property.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACT INFORMATION:**

Counterparty:

[Counterparty Name]

[Address]

[Address]

Attention: []

Phone: []

Email: []

Tesla:

Tesla, Inc.

3500 Deer Creek Road

Palo Alto, CA 94304

Attention: Supercharger Team

Phone: (650) 681-5000

With a copy to:

Email: superchargerhost@tesla.com

24-hour Technical Support & Service:

877-79-TESLA (877-798-3752)

2. **PREMISES:** Counterparty hereby leases to Tesla, and Tesla hereby leases from Counterparty, eight (8) parking spaces, [up to five (5) feet of] additional parking width to provide disability access and approximately 200-400 square feet of space for equipment, all as depicted on Exhibit A attached hereto (the "**Premises**"), in order to build a Supercharger Station (as defined in Exhibit B), subject to the terms of this Agreement. The Premises are located on the property commonly known as _____, located at _____ 11th Ave N, Shelby, MT (the "**Property**").

3. **FOOTPRINT:** A total of eight (8) parking spaces shall be outfitted with Superchargers (as defined in Exhibit B) to serve as dedicated charging stalls ("**Dedicated Stalls**").

4. **CONSTRUCTION AND ALTERATIONS:** Tesla shall, at its' sole cost, make alterations to the Premises and construct the Supercharger Station ("**Tesla's Work**"). Tesla acknowledges that Tesla's Work shall only begin after: (a) Counterparty has approved the plans and specifications, including equipment locations (the "**Approved Plans**"); and (b) Tesla has obtained all permits and approvals required by applicable governing bodies. Any alterations to the Approved Plans or Supercharger

Station shall be approved in advance by Counterparty. Counterparty's approval of the plans and specifications, and of any alterations to the Approved Plans or Supercharger Station, may be by e-mail and shall not be unreasonably withheld, conditioned or delayed. Tesla shall promptly repair any damage to the Property caused by Tesla, its agents, contractors and employees while performing Tesla's Work.

5. **POSSESSION DATE:** The first date that Tesla may enter the Premises and Property to begin Tesla's Work is ____, 20__ (the "**Possession Date**").
6. **COMMENCEMENT DATE:** Tesla shall open the Supercharger Station to the public (the "**Commencement Date**") within three hundred and sixty-five (365) days following the Possession Date, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Tesla's control, or is due to Force Majeure (as defined in Section 31). Tesla shall deliver written notice to Counterparty promptly following the Commencement Date to confirm such date for recordkeeping purposes.
7. **TERM:** The initial term of this Agreement shall expire five (5) years from the last day of the month in which the Commencement Date occurs (the "**Initial Term**"). Tesla shall have two (2) options to extend the term of this Agreement for an additional five (5) years each (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), upon the same terms contained in this Agreement, provided that no Event of Default (as defined in Section 16) exists at the time of extension. Tesla shall exercise the option for each Renewal Term by giving notice to Counterparty no later than thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as applicable.
8. **REMOVAL:** Tesla shall, at its' sole cost, remove the Trade Fixtures (as defined in Exhibit B) promptly following termination of this Agreement and restore the Premises to a condition commensurate with the rest of the Property, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation. Counterparty agrees that all Trade Fixtures and related intellectual property are and shall remain the personal property of Tesla. The Infrastructure (as defined in Exhibit B) shall be left in a safe condition and shall become the property of Counterparty upon termination of this Agreement (except for Infrastructure that is upstream of the meter, which is and shall remain the property of the utility).
9. **UTILITIES:** Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Counterparty's gross negligence or intentional misconduct.
10. **USE:** Tesla shall use and occupy the Premises during the Term for a Supercharger Station and incidental purposes, which may include generating photovoltaic electricity and operating an energy storage system, and for any other lawful use as may be approved by Counterparty, such approval not to be unreasonably withheld, conditioned or delayed ("**Permitted Use**"). Tesla is authorized to operate and collect payment for use of the Supercharger Station year round, twenty-four (24) hours per day and seven (7) days per week.

11. **MAINTENANCE:** Tesla shall be responsible for maintaining the Supercharger Station (including repair and replacement of equipment, as necessary) at its' sole cost, and Counterparty shall have no liability for damage to the Supercharger Station unless caused by Counterparty's negligence or intentional misconduct. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for repaving, restriping, snow removal and garbage collection, and Counterparty agrees to coordinate such maintenance with Tesla pursuant to Section 12. Tesla may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site.
12. **TEMPORARY IMPAIRMENT:** Tesla agrees that Counterparty shall have the right to temporarily access and/or temporarily restrict access to a portion of the Premises to perform routine parking lot maintenance, provided that (a) not more than half of the charging stalls may be restricted at any given time, (b) Counterparty shall use commercially reasonable efforts to minimize any impairment of the Premises, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and (c) except in the case of an emergency, Counterparty shall provide Tesla at least thirty (30) days advance written notice stating the date, time, duration and scope of the planned impairment.
13. **COUNTERPARTY COVENANTS:** Counterparty represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is subject to no conditions, restrictions or covenants incompatible with the Permitted Use; and (d) this Agreement does not violate any agreement, lease or other commitment by which Counterparty is bound. Counterparty shall not take any action that would impair or interrupt the use of the Premises or Supercharger Station, except as permitted in Section 12. Counterparty agrees to notify Tesla within a commercially reasonable time if (x) it has knowledge of third-parties impairing or misusing the Supercharger Station, or (y) it obtains knowledge of a needed repair to the Supercharger Station. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, then the Parties shall reasonably cooperate to implement an appropriate and effective strategy for preventing such impairment, which may include, without limitation, alternative signage and painted asphalt.
14. **PAYMENTS TO COUNTERPARTY:** Other than parking fees charged to all users of the Property, Counterparty shall have no right to request or accept payment from Tesla, Tesla customers or any other third-parties in connection with use of the Supercharger Station.
15. **SIGNAGE:** Subject to applicable Laws (as defined in Section 33), Tesla shall install signage for the Dedicated Stalls substantially similar to the signage represented in Exhibit B ("**Signage**"). Any material revisions or additions to the Signage shall be subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed.
16. **DEFAULT:** Each of the following shall constitute an "**Event of Default**" under this Agreement:
 - A. **Breach:** The failure by either Party to perform or observe any material term or condition of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with

diligence and continuity, then such Party shall have additional time to cure as is reasonably required.

- B. **Bankruptcy; Insolvency:** The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding is commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and, in the case of actions filed against Tesla, is not discharged within sixty (60) days.
17. **REMEDIES:** Counterparty and Tesla acknowledge and agree that each Party shall have all remedies available at law or in equity if an Event of Default by the other Party has occurred and is continuing. In addition, if an Event of Default by Tesla has occurred and is continuing, then Counterparty, may: (a) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and thereby be entitled to enforce all Counterparty's rights and remedies under this Agreement; or (b) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the state where the Premises are located then in effect.
18. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for, speculative, indirect, consequential or punitive damages, including any lost sales or profits of the other Party.
19. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a Tesla Affiliate. "**Affiliate**" means an entity which: (a) controls or is controlled by a Party hereto or (b) is under common control with a Party hereto: where "control" means that more than fifty percent (>50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
20. **INDEMNIFICATION:**
- A. **Counterparty:** Except to the extent a claim arises from any negligence or willful misconduct of a Counterparty Indemnified Party, Tesla hereby agrees to indemnify, hold harmless and defend Counterparty, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Counterparty Indemnified Party**") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Tesla's use of the Premises; (ii) Tesla's breach of this Agreement; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.
- B. **Tesla:** Except to the extent a claim arises from any negligence or willful misconduct of a Tesla Indemnified Party, Counterparty hereby agrees to indemnify, hold harmless and defend Tesla, its Affiliates and their respective directors, officers, managers, members,

employees, agents and representatives (each a "**Tesla Indemnified Party**") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Counterparty's entry onto the Premises; or (ii) Counterparty's breach of this Agreement.

21. **LIENS:** Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Tesla at the Premises.

22. **DESTRUCTION:** Any total destruction of the Premises shall, at Counterparty's or Tesla's written election within thirty (30) days of such destruction, terminate this Agreement.

23. **INSURANCE:** Tesla shall carry commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand dollars (\$2,500,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million dollars (\$5,000,000). The total limits required above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and from time to time thereafter as may be requested by Counterparty. Upon request, Tesla shall include Counterparty as additional insured on its commercial general liability and umbrella insurance policies. Tesla will also carry worker's compensation insurance in accordance with state and federal law.

24. **CONFIDENTIALITY AND PUBLICITY:**

A. **Confidentiality:** Tesla and Counterparty agree that the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this Agreement are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter.

B. **Permitted Disclosures:** Notwithstanding the foregoing, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a "need to know" such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 24, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients and (ii) as required by law.

C. **Publicity:** Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent.

25. **ENVIRONMENTAL MATTERS:** Counterparty represents and warrants that the Premises shall be delivered free of environmental contamination that violates any applicable environmental law. Counterparty agrees that it will indemnify and hold Tesla harmless from all costs from, and Tesla shall have no liability for, any environmental contamination of the Property, unless caused by Tesla, its agents, employees or contractors. During the Term, Counterparty is responsible for remediating any pre-existing contamination and any contamination not caused by Tesla, its agents, contractors or employees, but only to the extent required by applicable environmental law.

26. **NOTICES:** All notices, demands and approvals shall be in writing and shall be delivered by prepaid first class certified mail, or by a reputable overnight delivery service, to the addresses of the respective Party as specified in Section 1. Notice given by certified mail shall be deemed given on the second business day after deposit in the United States Mail, and any notice given by overnight delivery service shall be deemed given on the next business day after deposit with such overnight delivery service. Copies of notices, demands and approvals shall also be delivered if a “copy to” e-mail or other address is specified in Section 1. Notwithstanding the foregoing, as provided in Section 4, Counterparty may approve the plans and specifications by e-mail. Either Party may change their respective address for notices by giving written notice of such new address in accordance with the provisions of this Section 26.
27. **BROKERS:** Each Party represents to the other Party that it has not dealt with any broker and each Party hereby agrees to indemnify and hold the other Party harmless from all losses and liabilities, including court costs and reasonable attorneys’ fees, arising out of any claims for commissions or fees related to any broker, finder or similar person with whom the indemnifying Party has dealt, or purportedly has dealt, in connection with this Agreement.
28. **SALE OR TRANSFER:** In the event of a sale or transfer of all or a portion of Counterparty’s interest in the Property or Premises while this Agreement is in effect, Tesla’s rights shall be conveyed with the Property or Premises and Counterparty warrants that any transferee shall be bound by all terms and conditions of this Agreement, and shall obtain any necessary documents to confirm such assignment.
29. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective successors and assigns.
30. **SUBORDINATION:** This Agreement is subject to and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or superior leases and mortgages; provided that Tesla’s rights under this Agreement shall not be disturbed by such subordination so long as no Event of Default by Tesla exists. This Section 30 shall be self-operative and no further instrument of subordination or non-disturbance shall be required by any ground or superior lessor or by any mortgagee, affecting any lease or the Property.
31. **FORCE MAJEURE:** If either Party’s performance of its obligations under this Agreement is delayed by Force Majeure, then such Party’s time of performance will be extended by a corresponding number of days. As used in this Agreement, “**Force Majeure**” means an act, event, condition or requirement beyond such party’s reasonable control, including, without limitation, labor disputes, governmental restrictions, natural disasters, fire, flood, inclement weather, explosion, embargoes, war, terrorism, civil disturbance or other similar events.
32. **INCENTIVES:** Counterparty agrees that Tesla shall own and receive the benefit of any Incentives derived from the construction, ownership, use and operation of the Supercharger Station. Counterparty will cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. “**Incentives**” means (i) electric vehicle charging or renewable energy

credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (ii) rebates or other payments based in whole or in part on the cost or size of equipment, (iii) performance-based incentives paid as periodic payments, (iv) tax credits, grants or benefits, and (v) any other attributes, commodities, revenue streams or payments, in each of (i) through (v) under any present or future law, standard or program, or paid by a utility or any governmental, regulatory or administrative authority.

33. **COMPLIANCE WITH LAW:** Each Party shall comply with all applicable codes, laws and ordinances ("**Laws**") in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.
34. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state where the Premises are located.
35. **WAIVER OF JURY TRIAL:** COUNTERPARTY AND TESLA EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT.
36. **INTERPRETATION:** The headings and defined terms in this Agreement are for reference purposes only and may not be construed to modify the terms of this Agreement. Neither Party shall have the right to unilaterally revoke or terminate this Agreement, unless such revocation or termination is pursuant to the explicit terms of this Agreement.
37. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.
38. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this Agreement as of the date signed below.

COUNTERPARTY:

a _____

By: _____

Name: _____

Title: _____

Date: _____

TESLA:

Tesla, Inc.
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Premises and Property Depiction and Address

Property Address:

____ 11th Ave N, Shelby, MT

Premises and Property Depiction:

[Forthcoming upon engineering design of station]

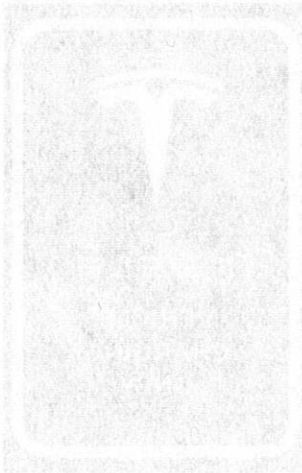


EXHIBIT B

Supercharger Station

Tesla shall install the Supercharger Station on the Premises pursuant to the terms of this Agreement and the Approved Plans.

The "**Supercharger Station**" shall consist of: (a) necessary utility infrastructure, which may include a utility transformer, metering equipment, conduit, wiring and concrete pads (collectively, the "**Infrastructure**"); and (b) certain trade fixtures as determined by Tesla, which shall include eight (8) charge posts ("**Superchargers**"), power electronics equipment, switchgear and Signage, and may also include, without limitation, fence or other visual barriers, a canopy, solar panels and an energy storage system (collectively, the "**Trade Fixtures**").

Signage

Dedicated Stall Sign Example



EXAMPLE SUPERCHARGER LAYOUT



10/31/19
10:19:47

CITY OF SHELBY
Claim Details
For the Accounting Period: 10/19

Page: 1 of 14
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
190294		01806 ALARM SERVICE INC	35.00					
1	R 98976	10/21/19 11/19 Fire Alarm Monitoring	35.00			1000 420401	300	101000
190295		00343 ENERGY LABORATORIES INC	85.00					
1	268031	10/03/19 Lagoon Influent	85.00		32293	5310 430600	300	101000
190296		00039 PETTY CASHIER	147.58					
1	2868	10/02/19 Reimburse Correa-Water	27.58			5210 430500	200	101000
2	2869	10/31/19 TC Treasurer Specialty Plates	120.00			7427 411850	800	101000
190297		01137 AQUA TECH LABORATORY	80.00					
1	31803	10/08/19 Monthly Coliform Water Testing	80.00		32507	5210 430500	300	101000
190298		00539 YEAGLEY, JAMES H	600.00					
1	10/30/19	10/19 Planning Services	600.00			1000 411030	350	101000
190299	-98570E	01486 USDA RURAL DEVELOPMENT	1,603.00					
1	10/07/19	Fire Hall Improvement Loan	1,371.47			1000 490527	610	101000
2	10/07/19	Fire Hall Improvement Loan-Int	231.53			1000 490527	620	101000
190300	-98569E	00111 FIRST STATE BANK	133.30					
1	10/02/19	Monthly Bank Service Charge	33.32			1000 410550	300	101000
2	10/02/19	Monthly Bank Service Charge	33.32			5210 430570	300	101000
3	10/02/19	Monthly Bank Service Charge	33.33			5310 430670	300	101000
4	10/02/19	Monthly Bank Service Charge	33.33			5410 430870	300	101000
190301		00043 SHELBY GAS ASSOCIATION	2,788.00					
1	10/25/19	10/19 Gas Bill	66.40			1000 411200	343	101000
2	10/25/19	10/19 Gas Bill	356.95			1000 420400	343	101000
3	10/25/19	10/19 Gas Bill	356.95			1000 420401	343	101000
4	10/25/19	10/19 Gas Bill	254.70			1000 460445	343	101000
5	10/25/19	10/19 Gas Bill	135.70			1000 460442	343	101000
6	10/25/19	10/19 Gas Bill	72.70			5410 430840	343	101000
7	10/25/19	10/19 Gas Bill	185.45			1000 430200	343	101000
8	10/25/19	10/19 Gas Bill	185.45			5210 430500	343	101000
9	10/25/19	10/19 Gas Bill	185.45			5310 430600	343	101000
10	10/25/19	10/19 Gas Bill	185.45			5410 430830	343	101000
11	10/25/19	10/19 Gas Bill	65.25			1000 411202	343	101000
12	10/25/19	10/19 Gas Bill	65.25			5210 430520	343	101000
13	10/25/19	10/19 Gas Bill	65.25			5310 430620	343	101000
14	10/25/19	10/19 Gas Bill	65.25			5410 430820	343	101000
15	10/25/19	10/19 Gas Bill	32.10			5210 430500	343	101000
16	10/25/19	10/19 Gas Bill	167.80			1000 460465	343	101000
17	10/25/19	10/19 Gas Bill	341.90			2936 460463	343	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
190302	00026 MARIAS RIVER ELECTRIC COOP INC	11,305.79						
1	10/25/19 10/19 Electric Bill	77.01			1000 411200	342	101000	
2	10/25/19 10/19 Electric Bill	143.74			1000 420400	342	101000	
3	10/25/19 10/19 Electric Bill	143.74			1000 420401	342	101000	
4	10/25/19 10/19 Electric Bill	58.01			1000 411202	342	101000	
5	10/25/19 10/19 Electric Bill	58.01			5210 430520	342	101000	
6	10/25/19 10/19 Electric Bill	58.01			5310 430620	342	101000	
7	10/25/19 10/19 Electric Bill	57.99			5410 430820	342	101000	
8	10/25/19 10/19 Electric Bill	103.92			1000 430200	342	101000	
9	10/25/19 10/19 Electric Bill	103.92			5210 430500	342	101000	
10	10/25/19 10/19 Electric Bill	103.92			5310 430600	342	101000	
11	10/25/19 10/19 Electric Bill	103.90			5410 430830	342	101000	
12	10/25/19 10/19 Electric Bill	64.83			1000 440600	342	101000	
13	10/25/19 10/19 Electric Bill	64.83			1000 460430	342	101000	
14	10/25/19 10/19 Electric Bill	307.92			1000 460465	342	101000	
15	10/25/19 10/19 Electric Bill	51.60			1000 460439	342	101000	
16	10/25/19 10/19 Electric Bill	610.06			1000 460442	342	101000	
17	10/25/19 10/19 Electric Bill	51.75			1000 460445	342	101000	
18	10/25/19 10/19 Electric Bill	3,873.66			2400 430263	342	101000	
19	10/25/19 10/19 Electric Bill	4,399.84			5210 430500	342	101000	
20	10/25/19 10/19 Electric Bill	469.99			5310 430600	342	101000	
21	10/25/19 10/19 Electric Bill	364.49			2936 460463	342	101000	
22	10/25/19 10/19 Electric Bill	34.65			5410 430840	342	101000	
190303	01851 CT CLEANING	1,200.00						
1	10/28/19 10/19 Janitorial Service	70.00			1000 411202	390	101000	
2	10/28/19 10/19 Janitorial Service	70.00			5210 430520	390	101000	
3	10/28/19 10/19 Janitorial Service	70.00			5310 430620	390	101000	
4	10/28/19 10/19 Janitorial Service	70.00			5410 430820	390	101000	
5	10/28/19 10/19 CC Janitorial Service	800.00			1000 460442	300	101000	
6	10/28/19 10/19 Williamson Bldg Service	120.00			2936 460463	300	101000	
190304	26285S 00144 POSTMASTER	289.69						
1	10/23/19 10/19 UB Postage	96.57			5210 430570	310	101000	
2	10/23/19 10/19 UB Postage	96.56			5310 430670	310	101000	
3	10/23/19 10/19 UB Postage	96.56			5410 430870	310	101000	
190305	02368 OPTUM	25.50						
1	9510027928 10/15/19 HSA Service Fee	6.38			1000 410550	300	101000	
2	9510027928 10/15/19 HSA Service Fee	6.38			5210 430570	300	101000	
3	9510027928 10/15/19 HSA Service Fee	6.37			5310 430670	300	101000	
4	9510027928 10/15/19 HSA Service Fee	6.37			5410 430870	300	101000	

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190306		02389 WELLS FARGO VENDOR FIN SERV	127.70					
		Serial #6507270X						
1	5007705928	10/16/19 10/19 Sharp MX-350 Copier-	63.85		32519	1000 430200	200	101000
2	5007705928	10/17/19 10/19 Sharp MX-350 Copier-	63.85		32519	1000 420500	200	101000
190307		00309 PREFERRED OFFICE EQUIPMENT	374.11					
1	31018	10/15/19 10/19 Maintenance & Copies	126.14			1000 411050	300	101000
2	31018	10/15/19 10/19 Maintenance & Copies	47.66			1000 410550	300	101000
3	31018	10/15/19 10/19 Maintenance & Copies	47.66			5210 430570	300	101000
4	31018	10/15/19 10/19 Maintenance & Copies	47.67			5310 430670	300	101000
5	31018	10/15/19 10/19 Maintenance & Copies	47.66			5410 430870	300	101000
6	31017	10/15/19 10/19 Maintenance/Copies-Shop	28.66		32511	1000 430200	300	101000
7	31017	10/15/19 10/19 Maintenance/Copies-Shop	28.66		32511	1000 420500	300	101000
190308		01388 3 RIVERS COMMUNICATIONS INC	947.33					
1	10/01/19	10/19 Phone Bill	12.39			1000 420500	344	101000
2	10/01/19	10/19 Phone Bill	31.43			1000 410550	344	101000
3	10/01/19	10/19 Phone Bill	31.43			5210 430570	344	101000
4	10/01/19	10/19 Phone Bill	31.42			5310 430670	344	101000
5	10/01/19	10/19 Phone Bill	31.42			5410 430870	344	101000
6	10/01/19	10/19 Phone Bill	24.75			1000 430200	344	101000
7	10/01/19	10/19 Phone Bill	24.75			5210 430500	344	101000
8	10/01/19	10/19 Phone Bill	24.75			5310 430600	344	101000
9	10/01/19	10/19 Phone Bill	24.75			5410 430830	344	101000
10	10/01/19	10/19 Phone Bill	96.76			1000 460465	300	101000
11	10/01/19	10/19 Phone Bill	163.96			1000 460442	344	101000
12	10/01/19	10/19 Phone Bill	64.60			1000 420400	344	101000
13	10/01/19	10/19 Phone Bill	64.60			1000 420401	344	101000
14	10/01/19	10/19 Phone Bill	4.74*			1000 410200	344	101000
15	10/01/19	10/19 Phone Bill	4.74*			5210 430512	344	101000
16	10/01/19	10/19 Phone Bill	4.74*			5310 430612	344	101000
17	10/01/19	10/19 Phone Bill	4.74*			5410 430812	344	101000
18	10/01/19	10/19 Phone Bill	46.59*			1000 460445	344	101000
19	10/01/19	10/19 Phone Bill	136.70			5310 430600	344	101000
20	10/01/19	10/19 Phone Bill	33.48			5210 430500	344	101000
21	10/01/19	10/19 Phone Bill	51.11			5210 430500	344	101000
22	10/01/19	10/19 Phone Bill	33.48			5210 430500	344	101000
190309		01137 AQUA TECH LABORATORY	20.00					
1	31804	10/08/19 NCMRWA Monthly Water Test	20.00		32507	5210 430500	300	101000

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190310		00048 TOOLE COUNTY CLERK & RECORDER	52,198.56					
1	09/30/19	City Judge & Sec-Wages	2,219.87			1000 410360	100	101000
2	09/30/19	City Judge&Sec-Social Security	135.91			1000 410360	141	101000
3	09/30/19	City Judge & Sec-Medicare	31.79			1000 410360	142	101000
4	09/30/19	City Judge & Sec-PERS	192.46			1000 410360	143	101000
5	09/30/19	City Judge&Sec-UnemploymentIns	2.64			1000 410360	145	101000
6	09/30/19	City Judge & Sec-Worker's Comp	17.37			1000 410360	146	101000
7	09/30/19	City Judge-Health Insurance	450.88			1000 410360	147	101000
8	09/30/19	City Judge-Supplies	28.01			1000 410360	200	101000
9	09/30/19	City Judge-Phone	19.63			1000 410360	344	101000
10	09/30/19	Law Enforcement	34,370.00			1000 420000	300	101000
11	09/30/19	Law Enforcement	4,910.00			5210 420100	300	101000
12	09/30/19	Law Enforcement	4,910.00			5310 420100	300	101000
13	09/30/19	Law Enforcement	4,910.00			5410 420100	300	101000
190311	26284S	02468 T-MOBILE	654.62					
1	10/10/19	Mobile Charge 9/10-10/9/19	26.12			1000 420500	344	101000
2	10/10/19	Mobile Charge 9/10-10/9/19	47.62			1000 411050	344	101000
3	10/10/19	Mobile Charge 9/10-10/9/19	47.62			1000 440600	344	101000
4	10/10/19	Mobile Charge 9/10-10/9/19	19.59			1000 430200	344	101000
5	10/10/19	Mobile Charge 9/10-10/9/19	19.59			5210 430500	344	101000
6	10/10/19	Mobile Charge 9/10-10/9/19	19.59			5310 430600	344	101000
7	10/10/19	Mobile Charge 9/10-10/9/19	19.59			5410 430840	344	101000
8	10/10/19	Mobile Charge 9/10-10/9/19	113.72			1000 410550	344	101000
9	10/10/19	Mobile Charge 9/10-10/9/19	113.72			5210 430570	344	101000
10	10/10/19	Mobile Charge 9/10-10/9/19	113.73			5310 430670	344	101000
11	10/10/19	Mobile Charge 9/10-10/9/19	113.73			5410 430870	344	101000
190312		01285 HUNT, WILLIAM E JR	6,415.22					
1	10/29/19	10/19 Legal Services	1,458.34			1000 411100	350	101000
2	10/29/19	10/19 Legal Services	1,458.33			5210 430513	350	101000
3	10/29/19	10/19 Legal Services	1,458.33			5310 430613	350	101000
4	10/29/19	10/19 Legal Services	1,458.33			5410 430813	350	101000
5	10/07/19	Mileage/Hotel-MLCT Conference	145.48			1000 411100	350	101000
6	10/07/19	Mileage/Hotel-MLCT Conference	145.47			5210 430513	350	101000
7	10/07/19	Mileage/Hotel-MLCT Conference	145.47			5310 430613	350	101000
8	10/07/19	Mileage/Hotel-MLCT Conference	145.47			5410 430813	350	101000
190313		01736 MUNICIPAL EMERGENCY SERVICES INC	131.24					
1	1382460	09/27/19 CFD-(6)Chin Straps	131.24		31899	1000 420400	200	101000

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190314		01866 SHELBY PAINT AND HARDWARE		746.68					
1	13684	10/02/19 Vacuum/Bleach/Tide/Door Stop		180.95		31585	1000 460442	200	101000
2	66801	09/24/19 TV Wall Mount		49.99		32515	1000 460442	200	101000
3	66803	09/24/19 Rope/Clips		12.98		32515	1000 430200	200	101000
4	66808	09/25/19 Masks		5.99		32515	5210 430500	200	101000
5	66828	09/30/19 Battery		6.99*		32515	5410 430840	200	101000
6	66838	10/01/19 Ice Melt		31.98		32515	1000 430200	200	101000
7	66857	10/21/19 Adapter/Hose		55.97		32515	5210 430500	200	101000
8	66859	10/02/19 Utility Pump		199.99		32515	5210 430500	200	101000
9	66860	10/02/19 Vacuum Bags/Belt		11.98		32515	1000 460442	200	101000
10	66906	10/03/19 Tape		27.98		32515	1000 430200	200	101000
11	66861	10/03/19 Buckets/Shovel		24.46		32515	1000 430200	200	101000
12	66928	10/07/19 Spud Bar		39.99		32515	1000 430200	200	101000
13	66937	10/08/19 Handle/Roller		8.98		32515	1000 430200	200	101000
14	66940	10/09/19 Light Control		12.99		32515	1000 460442	200	101000
15	66943	10/09/19 CLR/Spray Bottle/Lighted Claw		21.47		32516	5210 430500	200	101000
16	66947	10/10/19 Screws/Tape		48.47		32516	1000 430200	200	101000
17	66870	10/10/19 Anchors		5.52		32516	1000 460442	200	101000
315	-98568E	01477 GO DADDY SOFTWARE Champions Park reimbursing the City.		239.76					
1	1564093732	10/01/19 Web Hosting 2yr Champions		239.76			1000 362002		101000
190316	-98567E	00144 POSTMASTER		7.85					
1	520	09/30/19 4th Cell Draw Postage		7.85			5310 430601	950 2282	101000
190317	-98566E	01552 HOME DEPOT		62.89					
1	W940026582	10/01/19 Elkay Water Fountain Filte		62.89		32030	1000 460442	200	101000
190318		00041 SHELBY PROMOTER		245.00					
1	SL194002	10/02/19 Wellfield Improvements Ad		245.00			5210 430501	950 2285	101000
190319		999998 JADE M GOROSKI		1,166.00					
		League of Cities & Towns - Billings, MT							
		Year End Training - Kalispell, MT							
		Wellfield Meeting - Helena, MT							
1		10/07/19 Mileage/Meals/Lodging-Goroski		186.34			1000 410550	370	101000
2		10/07/19 Mileage/Meals/Lodging-Goroski		186.34			5210 430570	370	101000
3		10/07/19 Mileage/Meals/Lodging-Goroski		186.34			5310 430670	370	101000
4		10/07/19 Mileage/Meals/Lodging-Goroski		186.34			5410 430870	370	101000
5		10/09/19 Mileage/Meals-Goroski		53.15			1000 410550	370	101000
6		10/09/19 Mileage/Meals-Goroski		53.15			5210 430570	370	101000
7		10/09/19 Mileage/Meals-Goroski		53.16			5310 430670	370	101000
8		10/09/19 Mileage/Meals-Goroski		53.16			5410 430870	370	101000

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9	10/10/19	Mileage/Meals-Goroski		208.02			5210 430570	370	101000
190320			02370 JUNKERMIER, CLARK, CAMPANELLA,	13,000.00					
1	812422	09/30/19 Progress Billing FYE 6/30/19		3,250.00			1000 410530	350	101000
2	812422	09/30/19 Progress Billing FYE 6/30/19		3,250.00			5210 410530	350	101000
3	812422	09/30/19 Progress Billing FYE 6/30/19		3,250.00			5310 410530	350	101000
4	812422	09/30/19 Progress Billing FYE 6/30/19		3,250.00			5410 410530	350	101000
190321			999998 LORETTE MARIE CARTER	587.96					
		League of Cities & Towns - Billings, MT							
1	10/07/19	Mileage/Meals/Lodging-Carter		587.96*			1000 411050	370	101000
190322	26283S	00113 DNRC		1,891.00					
		Four Tracts of Land Within NW4SE4 Twp 32N Rng 2W Sec 27							
1	SUES180029	07/30/19 Right of Way Application 1		1,891.00*			5720 430246	300	101000
190323			01439 CONRAD BUILDING CENTER INC	352.80					
1	453517	10/07/19 Lumber/Stakes(Welcome Sign)		352.80		31028	1000 460430	200	101000
190324	-98565E	02497 OFFICE SOLUTIONS & SERVICES		34.00					
1	362619	10/02/19 Notary Stamp-Clary		8.50		32031	1000 410550	200	101000
2	362619	10/02/19 Notary Stamp-Clary		8.50		32031	5210 430570	200	101000
3	362619	10/02/19 Notary Stamp-Clary		8.50		32031	5310 430670	200	101000
4	362619	10/02/19 Notary Stamp-Clary		8.50		32031	5410 430870	200	101000
190325			00088 CARQUEST AUTO PARTS	61.77					
1	2567299703	09/03/19 RFD-Filter		37.99*		32301	1000 420401	200	101000
2	2567299709	09/03/19 RFD-Blue Washer		2.99*		32301	1000 420401	200	101000
3	2567300669	09/26/19 RFD-Rocker Switch		20.79*		32301	1000 420401	200	101000
190326			01400 CHEMICAL MONTANA CO	465.00					
1	25312	10/01/19 Chlorine		465.00		32297	5210 430500	200	101000
190327			02069 NATIONAL LAUNDRY CO	94.88					
1	22094	10/02/19 Red Shop Towels		94.88		32296	1000 430200	300	101000
190328			00300 AMERICAN PIPE & SUPPLY CO	231.79					
1	S20622	10/01/19 12" Pipe (Airport Tank)		231.79		32292	5210 430500	200	101000
190329			01946 ALL SEASON HEATING & AIR	1,938.70					
1	35565	10/03/19 Service Call-Williamson Bldg		91.00		32295	2936 460463	300	101000
2	35896	10/24/19 Unit Heater & Materials		1,847.70		32526	1000 460465	200	101000

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190330		02045 NAPA AUTO PARTS	177.18					
1	121739	09/13/19 RFD-Lamp	46.31*		31900	1000 420401	200	101000
2	121978	09/17/19 RFD-Filters	117.96*		31900	1000 420401	200	101000
3	122530	09/27/19 CFD-Hose/Hose End/Fitting	12.91		31900	1000 420400	200	101000
190331		02498 R.S.I.	965.00					
1	9704	10/03/19 Concrete(Airport Tank)	965.00		32298	5210 430500	200	101000
190332		00164 MONTANA RURAL WATER SYSTEMS INC	130.00					
1	10/14/19	Lagoon Troubleshooting Book	80.00		32299	5310 430600	200	101000
2	10/14/19	Wastewater Treatment Book	50.00		32299	5310 430600	200	101000
190333	-98564E	01963 DELUXE FOR BUSINESS	101.12					
1	372185265	10/09/19 300 Deposit Slips	25.28		32032	1000 410550	200	101000
2	372185265	10/09/19 300 Deposit Slips	25.28		32032	5210 430570	200	101000
3	372185265	10/09/19 300 Deposit Slips	25.28		32032	5310 430670	200	101000
4	372185265	10/09/19 300 Deposit Slips	25.28		32032	5410 430870	200	101000
190334		00359 BLACK MOUNTAIN SOFTWARE	625.00					
1	24972	10/11/19 BDS Interface for UB	175.00		32034	5210 430570	300	101000
2	24972	10/11/19 BDS Interface for UB	175.00		32034	5310 430670	300	101000
3	24972	10/11/19 BDS Interface for UB	175.00		32034	5410 430870	300	101000
4	24990	10/23/19 CASS Certification	25.00		32035	1000 410550	300	101000
5	24990	10/23/19 CASS Certification	25.00		32035	5210 430570	300	101000
6	24990	10/23/19 CASS Certification	25.00		32035	5310 430670	300	101000
7	24990	10/23/19 CASS Certification	25.00		32035	5410 430870	300	101000
190335		00601 J P COOKE CO	105.50					
1	591529	10/11/19 2020 Pet Licenses/Orings	105.50		32033	1000 440600	200	101000
190336	-98563E	02499 DISH	87.03					
1	10/10/19	Monthly TV at Civic Center	87.03			1000 460442	300	101000
190337		999998 HUNTER O BARNES	100.00					
Water/Wastewater School - Bozeman, MT - 10/8-10/10/19								
1	10/17/19	Meals-Barnes	50.00			5210 430500	370	101000
2	10/17/19	Meals-Barnes	50.00			5310 430600	370	101000
190338		999998 LANCE SHANE HOOVER	413.20					
Water/Wastewater School - Bozeman, MT - 10/8-10/10/19								
1	10/17/19	Mileage/Meals-Hoover	206.60			5210 430500	370	101000
2	10/17/19	Mileage/Meals-Hoover	206.60			5310 430600	370	101000

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190339		00312 HELENA SAND & GRAVEL INC	15,640.00					
1	527702.001	10/10/19 Repairs Storm Water Comple	15,640.00			5720 430246	950 2283	101000
190340		00977 FOUR CORNERS SUPPLY INC	857.76					
1	91736	10/19/19 Tank Coating(Airport Tank)	494.72		32289	5210 430500	200	101000
2	91737	10/19/19 Tow Cables	181.52		32512	1000 430200	200	101000
3	91737	10/19/19 Tow Cables	181.52		32512	5410 430830	200	101000
190341		02500 CIRCLE 7K CORP	153.98					
1	49598	10/02/19 Well Pump(Homeland Security)	153.98		32514	5210 430500	200	101000
190342		02335 CINTAS CORPORATION	85.95					
1	5104946250	10/03/19 Restock Medicine Cabinet-S	85.95		32508	1000 430200	200	101000
190343		02412 CORE & MAIN	1,063.93					
1	L241380	09/24/19 (4)Clay/PVC Cplg	1,183.72*		32506	5720 430246	200	101000
2	L340452	10/10/19 Credit on Freight	-170.00*		32506	5720 430246	200	101000
3	L255030	10/11/19 Well Check Valve Parts-Orings	50.21		32520	5210 430500	200	101000
190344		00357 APPELY REPAIR	341.22					
1	9438	10/15/19 Replace Distributor Unit #117	341.22		32510	1000 430200	300	101000
190345		02501 EBERT, MIKE	85.00					
1	1011948061	10/01/19 Torque Wrench Repair	85.00		32509	1000 430200	300	101000
190346		02376 MOBILE TWI LLC	250.00					
1	101819C	10/18/19 2020 Program Service Fee	62.50		32513	1000 430200	300	101000
2	101819C	10/18/19 2020 Program Service Fee	62.50		32513	5210 430500	300	101000
3	101819C	10/18/19 2020 Program Service Fee	62.50		32513	5310 430600	300	101000
4	101819C	10/18/19 2020 Program Service Fee	62.50*		32513	5410 430840	300	101000
190347		01345 STERLING CODIFIERS INC	245.00					
1	22574	10/14/19 Supplement #16 Ord 835,836,837	61.25			1000 410550	300	101000
2	22574	10/14/19 Supplement #16 Ord 835,836,837	61.25			5210 430570	300	101000
3	22574	10/14/19 Supplement #16 Ord 835,836,837	61.25			5310 430670	300	101000
4	22574	10/14/19 Supplement #16 Ord 835,836,837	61.25			5410 430870	300	101000
190348		01620 KADRMAS, LEE & JACKSON INC.	71.71					
1	10126629	10/25/19 Rail Safety-Bidding	28.16			1000 470120	790	101000
2	10126629	10/25/19 Rail Safety-Construct/Commis	43.55			1000 470120	790	101000

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190349		01620 KADRMAS, LEE & JACKSON INC.	16,767.91					
1	10126572	10/25/19 WW Treatment Design	16,767.91			5310 430601	950 2282	101000
190350		01620 KADRMAS, LEE & JACKSON INC.	2,142.99					
1	10126628	10/25/19 Humic Water Main Extension	2,142.99			5210 430501	950 2284	101000
190351		01620 KADRMAS, LEE & JACKSON INC.	5,386.88					
		NCMRWA Grant						
1	10126710	10/25/19 Wellfield Improvements	5,386.88			5210 430501	950 2285	101000
190352		01620 KADRMAS, LEE & JACKSON INC.	19,640.83					
1	10126709	10/25/19 Storm Water-Survey	7,204.17			5720 430246	950 2283	101000
2	10126709	10/25/19 Storm Water-Construction Adm	2,028.80			5720 430246	950 2283	101000
3	10126709	10/25/19 Storm Water-RPR	10,407.86			5720 430246	950 2283	101000
190353		01620 KADRMAS, LEE & JACKSON INC.	3,310.52					
1	10126708	10/25/19 Storm Water Phase II-Constru	3,310.52			5720 430246	950 2283	101000
190354		00312 HELENA SAND & GRAVEL INC	248,003.27					
1	10 10/24/19	Storm Water App #10	248,003.27			5720 430246	950 2283	101000
190355		00001 DEPARTMENT OF REVENUE	2,505.08					
1	10 10/24/19	App #10 Helena Sand & Gravel	2,505.08			5720 430246	950 2283	101000
190356		00144 POSTMASTER	346.27					
1	10/28/19	11/19 Newsletter - 1181	86.56			1000 410240	310	101000
2	10/28/19	11/19 Newsletter - 1181	86.57			5210 430514	310	101000
3	10/28/19	11/19 Newsletter - 1181	86.57			5310 430614	310	101000
4	10/28/19	11/19 Newsletter - 1181	86.57			5410 430814	310	101000
190357		00125 TOOLE COUNTY TREASURER	4,790.19					
1	10/28/19	2019 LD35 Assessments	4,790.19			2400 411860	540	101000
190358		00276 TRI-CITY INTERLOCAL EQUIPMENT	957.00					
1	08/31/19	1-46 Vactor Truck	540.00		32502	5310 430600	300	101000
2	09/26/19	1-46 Vactor Truck	417.00		32502	5310 430600	300	101000
190359		-98562E 02502 THE GRIDDLE	27.45					
1	721968	10/16/19 Interlocal Meeting Breakfast	27.45		32504	1000 430200	200	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
190360		02491 THE HOME DEPOT PRO	183.55					
1	516067691	10/08/19 Garbage Bags	77.20		31586	1000 460442	200	101000
2	518646724	10/23/19 Endbac Spray	106.35		31586	1000 460442	200	101000
190361		01866 SHELBY PAINT AND HARDWARE	284.18					
1	13648	09/27/19 CFD-30 Smoke Alarms	229.23		32302	1000 420400	200	101000
2	13721	10/11/19 CFD-Batteries	54.95		32302	1000 420400	200	101000
190362		01870 KUSTOM SERVICES	1,950.90					
1	108	10/22/19 RFD-2006 Ford F350 Repairs	1,950.90		32303	1000 420401	300	101000
190363		01946 ALL SEASON HEATING & AIR	400.46					
1	35696	10/11/19 CFD-Preventive Maintenance	400.46		32304	1000 420400	300	101000
190364	-98561E	02443 ALIBI	109.30					
1		10/28/19 Tri City Dinner	27.32			1000 430200	200	101000
2		10/28/19 Tri City Dinner	27.32			5210 430500	200	101000
3		10/28/19 Tri City Dinner	27.33			5310 430600	200	101000
4		10/28/19 Tri City Dinner	27.33			5410 430830	200	101000
190365		02301 POWER PRO EQUIPMENT	171.89					
1	67983	09/24/19 Service Kits/Autocut/Grip	171.89		32517	1000 460430	200	101000
190366		01876 TITAN MACHINERY	201.00					
1	13177485	10/28/19 LH Door Upper Window	201.00		32523	1000 430200	200	101000
190367		02305 ALL SEASON SPAS AND STOVES	277.00					
1	59843	10/28/19 Cal Hypo Chlorine	277.00		32522	1000 460445	200	101000
190368		00525 CARROT-TOP INDUSTRIES INC	724.35					
1	44170000	10/24/19 (6)Bannerflex Bracket Set	724.35		32521	1000 430200	200	101000
190369		02503 TOOLE COUNTY PERFORMING ARTS &	1,000.00					
1		10/21/19 TBID-Event Support	1,000.00			7199 212500		101000
190370		02504 GREAT FALLS MONTANA TOURISM	1,000.00					
1		10/21/19 TBID-Ride Route Sponsor 2020	1,000.00			7199 212500		101000
190371	-98560E	02058 COMFORT INN	310.95					
		Water/Wastewater School						
1	677764832	10/10/19 Lodging-Barnes	310.95			5210 430500	370	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$				Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account
190372	-98559E 02058 COMFORT INN	310.95					
	Water/Wastewater School						
1	677764873 10/10/19 Lodging-Hoover	310.95			5310 430600	370	101000
190373	01805 SYSTEMS	774.15					
1	35342 10/21/19 Setup Site to Site VPN	336.65			1000 460442	300	101000
2	35343 10/21/19 Workstation Preflight	145.84			1000 411050	300	101000
3	35343 10/21/19 Workstation Preflight	36.45			1000 410550	300	101000
4	35343 10/21/19 Workstation Preflight	36.46			5210 430570	300	101000
5	35343 10/21/19 Workstation Preflight	36.46			5310 430670	300	101000
6	35343 10/21/19 Workstation Preflight	36.46			5410 430870	300	101000
7	35343 10/21/19 Workstation Preflight	36.45			1000 430200	300	101000
8	35343 10/21/19 Workstation Preflight	36.46			5210 430500	300	101000
9	35343 10/21/19 Workstation Preflight	36.46			5310 430600	300	101000
10	35343 10/21/19 Workstation Preflight	36.46			5410 430830	300	101000
190374	01766 MAPS INC	5,120.61					
1	2019-075 10/21/19 GIS Technical Support	216.56*			1000 430200	323	101000
2	2019-075 10/21/19 GIS Technical Support	216.57			5210 430500	323	101000
3	2019-075 10/21/19 GIS Technical Support	216.56*			5310 430600	323	101000
4	2019-075 10/21/19 GIS Technical Support	216.56*			5410 430830	323	101000
5	2019-074 10/21/19 GPS/GIS Technical Support	2,858.43			5210 430500	323	101000
6	2019-074 10/21/19 GPS/GIS Technical Support	1,395.93*			5310 430600	323	101000
190375	-98558E 01230 ALBERTSONS	26.43					
1	10/24/19 Tri City-Plates/Napkins/Soda	6.60			1000 430200	200	101000
2	10/24/19 Tri City-Plates/Napkins/Soda	6.61			5210 430500	200	101000
3	10/24/19 Tri City-Plates/Napkins/Soda	6.61			5310 430600	200	101000
4	10/24/19 Tri City-Plates/Napkins/Soda	6.61			5410 430830	200	101000
190376	999998 RANDI LYNN LAMB	90.00					
1	10/29/19 No Jive Give Me Five	22.50			1000 430200	300	101000
2	10/29/19 No Jive Give Me Five	22.50			5210 430500	300	101000
3	10/29/19 No Jive Give Me Five	22.50			5310 430600	300	101000
4	10/29/19 No Jive Give Me Five	22.50			5410 430830	300	101000
190377	00034 NORMONT EQUIPMENT CO	2,207.08					
1	100397R 10/21/19 Crack Sealer Rental	1,350.00		32518	1000 430200	300	101000
2	21234 10/07/19 Poly Wrap Crack Seal	1,928.08		32505	1000 430200	400	101000
3	20326 07/01/19 Credit	-1,071.00			2500 430200	400	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
190378		00025 HILINE REDI-MIX LLC	156.31					
1	SH32225	10/23/19 Concrete(Sign at Mary Allison	156.31		32524	1000 460430	200	101000
190379		02505 ROCKY MOUNTAIN HARDSCAPES	4,073.15					
1	3116	10/23/19 Bricks for Welcome Signs	2,036.58		32525	1000 460430	200	101000
2	3116	10/23/19 Bricks for Welcome Signs	2,036.57*		32525	1000 460439	200	101000
190380		01095 PETTY CASHIER-PUBLIC WORKS	65.20					
1	2822	09/05/19 Postage	8.30			5210 430500	300	101000
2	2823	09/10/19 Postage	7.85			5210 430500	300	101000
3	2824	10/08/19 Postage	7.85			5210 430500	300	101000
4	2825	10/21/19 Postage	7.85			5210 430500	300	101000
5	2826	10/29/19 Postage	33.35			5310 430600	300	101000
190381	-98557E	02506 SQUARE	319.00					
1	8200340	10/29/19 Square Terminal	299.00		32037	1000 460442	215	101000
2	8200340	10/29/19 Terminal Printer Paper 20 Rol	20.00		32037	1000 460442	200	101000
190382		02045 NAPA AUTO PARTS	332.45					
1	123687	10/21/19 Battery Cable	4.58		32532	1000 430200	200	101000
2	123727	10/22/19 Horn Button	4.29		32532	1000 430200	200	101000
3	123686	10/21/19 Battery	209.42		32532	1000 430200	200	101000
4	123995	10/28/19 Glasspacks/U-Bolt	50.48		32532	1000 430200	200	101000
5	122777	10/01/19 RH Door Seal	48.99		32532	1000 430200	200	101000
6	123142	10/08/19 Hose	45.76		32532	1000 430200	200	101000
7	123126	10/08/19 RV Antifreeze	18.96		32532	1000 430200	200	101000
8	124022	10/28/19 Hangers	13.65		32532	1000 430200	200	101000
9	124107	10/29/19 RETURN-Filters	-39.59		32532	1000 430200	200	101000
10	123690	10/21/19 RETURN-Battery	-104.71		32532	1000 430200	200	101000
11	123690	10/21/19 Core Deposit	-18.00		32532	1000 430200	200	101000
12	123690	10/21/19 Battery	122.66		32532	1000 430200	200	101000
13	123690	10/21/19 Core Deposit	18.00		32532	1000 430200	200	101000
14	123690	10/21/19 Core Deposit	-18.00		32532	1000 430200	200	101000
15	123699	10/21/19 RETURN-Lamp	-24.04		32532	1000 430200	200	101000
190383		02507 MEHANA INSULATING LLC	360.00					
1	112	10/28/19 Insulation(Airport Tank)	360.00		32531	5210 430500	300	101000
190384		01657 UNITED MATERIALS OF GREAT FALLS	922.50					
1	140219	10/24/19 15 Ton Hot Mix	922.50		32530	1000 430200	400	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
190385	-98556E	01593 I-STATE TRUCK CENTER	33.74					
1	252125848	10/23/19 Wiring Harness	33.74		32533	5410 430830	200	101000
190386		00088 CARQUEST AUTO PARTS	92.59					
1	2567302010	10/30/19 Air Freshener	4.39		32527	1000 430200	200	101000
2	2567300867	10/01/19 Diesel Additive	29.40		32527	1000 430200	200	101000
3	2567300867	10/01/19 Diesel Additive	29.40		32527	5410 430830	200	101000
4	2567300867	10/01/19 Diesel Additive	29.40*		32527	5410 430840	200	101000
190387		02508 STOKKE CONCRETE CUTTING INC	26,000.00					
		Council Approved 10/11/19						
1	6447	10/28/19 Pool Gutter Removal	26,000.00		32529	1000 460445	900	101000
190388	-98555E	01994 BEST BUY	105.98					
1	8056546348	10/29/19 APC Battery Backups	13.24		32036	1000 430200	200	101000
2	8056546348	10/29/19 APC Battery Backups	13.25		32036	5210 430500	200	101000
3	8056546348	10/29/19 APC Battery Backups	13.25		32036	5310 430600	200	101000
4	8056546348	10/29/19 APC Battery Backups	13.25		32036	5410 430830	200	101000
5	8056546348	10/29/19 APC Battery Backups	13.24		32036	1000 410550	200	101000
6	8056546348	10/29/19 APC Battery Backups	13.25		32036	5210 430570	200	101000
7	8056546348	10/29/19 APC Battery Backups	13.25		32036	5310 430670	200	101000
8	8056546348	10/29/19 APC Battery Backups	13.25		32036	5410 430870	200	101000
190389		02334 BEN TAYLOR INC.	1,317.06					
1	676544	10/16/19 Diesel	1,317.06		32501	5410 430840	230	101000
190390		00649 LARSON CLOTHING COMPANY	240.00					
1	09/10/19	(4)Tees(2)Sweatshirts-Tasker	240.00			1000 420500	200	101000
# of Claims			97	Total:	474,825.47			
Total Electronic Claims			3,512.75	Total Non-Electronic Claims	471312.72			

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Fund/Account	Amount
1000 GENERAL	
101000 Cash-Operating	\$95,769.87
2400 STREET LIGHTING DISTRICT NO. 35	
101000 Cash-Operating	\$8,663.85
2500 STREET MAINTENANCE DISTRICT NO. 1	
101000 Cash-Operating	\$-1,071.00
2936 WILLIAMSON BLDG RENOVATIONS	
101000 Cash-Operating	\$917.39
5210 WATER UTILITY	
101000 Cash-Operating	\$30,803.03
5310 SEWER UTILITY	
101000 Cash-Operating	\$32,231.89
5410 SOLID WASTE UTILITY	
101000 Cash-Operating	\$13,386.02
5720 STORM DRAINAGE	
101000 Cash-Operating	\$292,004.42
7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID)	
101000 Cash-Operating	\$2,000.00
7427 SPECIALTY LICENSE PLATES (SHELBY)	
101000 Cash-Operating	\$120.00
Total:	\$474,825.47

**SAFETY COMMITTEE MEETING &
EMPLOYEE QUARTERLY MEETING**

October 23, 2019
8:30 a.m.

Present: Mayor Gary McDermott and Councilmember Bill Moritz; City Hall—Lorette Carter, Sarah Clary, Jade Goroski, Tammy Pederson, Lori Stratton; Public Works—Jacob Anderson, Hunter Barnes, Tobin Pickering, Rob Tasker.

The minutes from the last meeting were reviewed.

Discussion was held on the following items:

- Wage increases were implemented in the FY 2019-20 Budget
- Cell Phone Usage – reminded to either pull over if driving or stop work when receiving or making a call to avoid accidents.
- Airport water line improvements are completed.
- Swimming Pool – the gutters are being cut out and replaced.
- Main Street Lights – need some repair work done to the bases.
- 1st Aide/CPR – need to schedule class for employees

The next meeting will be held Wednesday, November 20, 2019 @ 8:30 a.m. at City Hall.

Meeting adjourned at 8:50 a.m.

Reported by Tammy Pederson

MINUTES OF THE PARK & RECREATION COMMITTEE

Held at Shelby Civic Center

October 28, 2019

In attendance: Gary McDermott, Eric Tokerud, Jason Gray, Luis Correa, Jessi LaTray, Lyle Kimmet, Maria Price, Jade Goroski and Lorette Carter reporting.

Facility Manager Report:

Jessi La Tray, Civic Center manager gave a tour of the Civic Center Facility. The following are concerns and suggestions for areas within the facility:

- **Racquetball courts:** The stairwell has chips on the stairs; floor tiles need to be replaced upstairs; light covers need to be replaced upstairs; boxes removed from mechanical room.
 - A water line burst in the mechanical room, but repaired the same day.
- **Lobby:** The sign showing facility information/costs will be moved to the entry way for easier access.
- **Teen Room:** The room is in great condition. There is a small hole in the stairwell wall to be repaired. The room needs a new TV in which to play video games.
 - It was suggested the Civic Center offer a video tournament. It was suggested to hold a New Year's Eve tournament. Lorette suggested a High School group organize the event as a fundraiser. She will reach out to Shelby High to see if there is interest.
 - Jessi will also leave the Teen Room open when the facility is staffed to allow people to see the room and hopefully use it.
 - Jessi will create a list of game accessories needed for the room ~ balls, paddles, etc.
- **Men's and Ladies Restrooms:** Both restrooms need new sinks and countertops. The City is working on replacements.
- **Treadmill Room:** Jessi noted the equipment needs to be serviced. She will follow-up on this.
 - It was suggested the city crew remove one of the cabinets not being used and put an exercise ball in the room for exercisers.
 - It was also suggested to get clear, concise signage for the facility that is uniform throughout the facility. Jessi and Lorette will work with Barbie of Big Sky Creative Works on this.
- **Gym floor:** The floor was refinished last year. It looks in good condition. All Seasons fixed one of the heating units.
 - It was suggested we contact the school district to see if there is an unused scoreboard the facility could use.
- **Weight room:** Jessi noted that several pieces of equipment are rarely used. Jade directed Jessi to price out new equipment for the room.
- **Kid's room:** The kid's room is a great room, but requires supervision. Maria asked about individuals offering child care for this room. The city could not finance this position, but it was suggested moms create a co-op to share care responsibilities when taking classes or working out together. It was also suggested reaching out to High School students looking for community service time to offer child care during classes.

- Jessi will take shoelaces from the spare skates stored in the back room of the kid's room for the skates being used. She also asked for assistance in going through the items stored in the facility storage rooms. Jessi will work with city personnel on this.
- **Storage room:** This room is full of office equipment and supplies which need to be gone through and organized. The ceiling area under the spinning room needs to be reinforced.
- **Spinning room:** The room works well but needs fresh paint and maybe a television.
- **Elliptical room:** The room is fine.

Jessi spoke again about offering an art contest to create murals for the facility. She also noted the need for some form of electronic pay. Jade is looking into a card reader for the facility.

Maria asked about offering a youth program. Maria volunteered to organize a Saturday morning youth program like Wiffleball or Kickball. She will work with Jessi to set up a calendar and get needed equipment.

Tree Board:

Lorette reported the East entrance sign will be installed in the coming weeks with the masonry work to be completed in the spring.

She reported the city has completed the Tree City USA certification.

She will be applying for DNRC Urban Forestry grant dollars and Arbor Day grant dollars.

Tuesday, October 29, 2019 is a Fall Tree Care Workshop at noon at the Shelby Carousel.

Other Business

Upcoming Civic Center:

- Rib Tickler ~ November 16
- Blood Draw ~ December 12

Applications have been received for the part-time weekend position. Interviews will be conducted in the coming days and a recommendation made to City Council at the November 4th Council meeting.

Reported by Lorette Carter

Hunt Law Firm, PLLC
PO Box 509
Shelby MT 59474
(406) 434-3900
huntlaw@3rivers.net

FIRST ADDENDUM TO BUY - SELL AGREEMENT

THE UNDERSIGNED Parties to a Buy Sell Agreement dated the 26th day of September, 2019, by and between CITY OF SHELBY, of 112 1st St. South, Shelby, Montana 59474, ("SELLER") and SILVER KEY, LLC, of PO Box 156, Great Falls, Montana 59403, ("BUYER"), for the purchase and sale of the following described real property in Toole County, Montana:

Shelby Original Townsite, S27, T32N, R02 W, Block
004, Lot 019, LTS 19-20 Old Coast to Coast

Commonly known as 230 Main Street, Shelby MT
59474.

(WARRANTY DEED LEGAL DESCRIPTION WILL
MATCH TITLE COMMITMENT)

WHEREAS, the Parties agreed to a date of closing of 45 days from the execution of the Buy and Sell Agreement dated September 26, 2019;

WHEREAS, the date of closing will not take place on said date;

WHEREAS, the Parties wish to extend the date of closing to a later date;

THEREFORE, pursuant to Paragraph 5.6.9 of said Buy-Sell Agreement, the Parties hereby mutually agree to amend Paragraph 2.7 said Buy-Sell Agreement as follows:

2.7 CLOSING DATE. The date of closing shall be extended to the 18th day of December, 2019. The Parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. BUYER and SELLER will deposit with the closing agent all instruments and funds necessary to complete the purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement, the closing date may be extended to accommodate delays attributable solely to such third party financing.

All other terms and conditions specified in said Buy-Sell Agreement remain unchanged and in full force and effect


SELLER initials

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BUYER initials

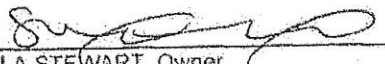
Hunt Law Firm, PLLC
PO Box 569
Shelby MT 59474
(406) 434-3900
huntlaw@3rivers.net

FACSIMILE: The parties agree that a facsimile copy of this First Addendum contains the parties' signatures may be used as the original.

COUNTERPARTS: A copy of this First Addendum may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete Addendum between the parties.


Dated this 29 day of October, 2019.

BUYER: Silver Key LLC

By: 
SHEILA STEWART, Owner

Dated this 29 day of October, 2019.

SELLER: CITY OF SHELBY, MONTANA

By: 
GARY McDERMOTT, MAYOR
CITY OF SHELBY, SELLER


SELLER initials


BUYERs initials

CITY OF SHELBY

PAYROLL EXPENSE BY DEPARTMENT - 10/2019 (3paydays)

CITY HALL	41,956.77
ELECTED OFFICIALS (Mayor & Council)	11,068.23
PARK & RECREATION	3,186.20
PUBLIC WORKS	93,735.93
VOLUNTEERS (Animal Shelter & Firemen)	163.36
- Workers Comp expense only	
TOTAL PAYROLL EXPENSE	\$ 150,110.49

Payroll, Reports, Payroll Register, Preview, Pay Date: whole month, Select a Group: Yes, check Select by Dept box ,double click on individual department (City Hall, Elected, Park & Rec, Public Works and Volunteer), Sequence: Dept/Emp, Enter Total Payroll Expense (Gross Pay + Employer Contributions) above

Jade Goroski

From: Luke LaLiberty <luke.laliberty@kljeng.com>
Sent: Friday, October 25, 2019 4:34 PM
To: 'Gary McDermott'
Cc: Lorette Carter; Jade Goroski
Subject: Wellfield amendment for review
Attachments: 20191018 Amendment No. 3.pdf

Gary,
Attached for your review is a copy of amendment 3 for the Wellfield project. This amendment is for the additional effort required to meet the DEQ standards for a 4-log UV system and chlorination system. It also encompasses bidding the project in two phases.

We did not increase the construction admin or RPR portions of the project because we believe we'll still be able to complete the construction in the timeframe we originally budgeted.

Please let me know if this matches your expectations. If so, please add to the agenda for consideration at the November 4th Council Meeting. I will be in attendance for that meeting.

Thanks!
Luke

Luke LaLiberty PE



406-447-3358 **Direct**
406-475-2546 **Cell**
2969 Airport Road, Suite 1B
Helena, MT 59601-1201
kljeng.com

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 14th, 2015.

Amendment To Task Order No. 4417101-6

1. Background Data:

- a. Effective Date of Task Order Amendment: October 25, 2019
- b. Owner: City of Shelby
- c. Engineer: Kadrmas, Lee, & Jackson
- d. Specific Project: Wellfield Improvements

2. Description of Modifications

a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

- The design team has encountered several items that were outside the original assumptions of the task order. Specifically, the Montana Department of Environmental Quality is requiring the completion of a PWS-6 Source Water Delineation and Assessment Report. The City of Shelby's current UV disinfection system does not have an approval from the MDEQ. The current configuration may have to be upgraded to meet the current 4-Log Virus removal MDEQ standard. In addition, the existing chlorine system will be required to also demonstrate the current 4-Log Virus Removal. Finally, in order to complete the wells prior to the end of this year and to obtain some water samples for the UV transmissivity, the wells were separated into a separate bid package. These additions to the scope of work has resulted in additional time necessary to create a separate bid package and address the MDEQ requirements for the current City of Shelby water system. Engineer anticipates an additional \$58,000 will be needed to complete the engineering.

b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

3. Task Order Summary (Reference only)

a. Original Task Order amount:	\$	<u>335,000</u>
b. Net change for prior amendments:	\$	<u>54,900</u>
c. This amendment amount:	\$	<u>58,000</u>
d. Adjusted Task Order amount:	\$	<u>447,900</u>

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is November 4th, 2019.

OWNER: City of Shelby, MT

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date _____

Date _____

Signed: _____

Signed: _____

Jade Goroski

From: Luke LaLiberty <luke.laliberty@kljeng.com>
Sent: Tuesday, October 29, 2019 10:29 AM
To: Jade Goroski; 'Gary McDermott'
Cc: Lorette Carter; Matt Smith
Subject: RE: Wellfield amendment for review
Attachments: Wellfield uniform status of funds 28 Oct 2019.xlsx

Jade,

Attached is my recommended budget revision and here are the changes I made:

- Reduce TSEP contingency \$58k from \$190k to \$132k and increase design engineering \$58k. This brings your actual contingency to 12% of the construction cost for the critical scope items (treatment and supply capacity). We had increased contingency to allow for an additional well to be drilled, but I think the success in Well 12 gives confidence that won't be necessary. The bypass line and booster station SCADA will be bid as alternates and can be used as contingency if necessary. It is also possible those two items will need to be descoped to cover additional treatment costs.

That's what makes sense to me. These changes will need to be approved by TSEP. Just let me know if you'd like me to coordinate that or if you prefer to do it.

Thanks!

Luke.

Luke LaLiberty
KLJ - Helena
406-447-3358

From: Jade Goroski <jade@shelbymt.com>
Sent: Monday, October 28, 2019 7:16 AM
To: Luke LaLiberty <luke.laliberty@kljeng.com>; 'Gary McDermott' <garym@3rivers.net>
Cc: Lorette Carter <shbcdc@3rivers.net>
Subject: RE: Wellfield amendment for review

Luke,

Can you please provide an updated budget for the entire project to include with the additional fees.

Thanks

From: Luke LaLiberty <luke.laliberty@kljeng.com>
Sent: Friday, October 25, 2019 4:34 PM
To: 'Gary McDermott' <garym@3rivers.net>
Cc: Lorette Carter <shbcdc@3rivers.net>; Jade Goroski <jade@shelbymt.com>
Subject: Wellfield amendment for review

Gary,

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Luke

Luke LaLiberty PE



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2969 Airport Road, Suite 1B

Helena, MT 59601-1201

kljeng.com

UNIFORM STATUS OF FUNDS SPREADSHEET FOR: Shelby Wellfield Improvements				5/29/2019
	TSEP	DNRC	USACE	Total Budget
ACTIVITY COSTS:				
Water Treatment Improvements		\$300,000.00		\$300,000.00
Wells 1, 2, 4, 6		\$300,000.00	\$122,000.00	\$422,000.00
pump houses/collection system	\$292,340.00		\$53,360.00	\$345,700.00
Booster station SCADA	\$27,250.00			\$27,250.00
South Tank bypass line			\$124,640.00	\$124,640.00
Design Engineering	\$166,700.00	\$150,000.00		\$316,700.00
Construction Engineering	\$131,200.00			\$131,200.00
Contingency	\$132,510.00			\$132,510.00
Total Activity Costs	\$750,000.00	\$750,000.00	\$300,000.00	\$1,800,000.00
TOTAL PROJECT COSTS	\$750,000.00	\$750,000.00	\$300,000.00	\$1,800,000.00

Thank you
to Ian Colleen
He repainted the
Civic Center sign.
The value of
his gift was
\$749.14

IAN,

ON BEHALF OF THE
CITY OF SHELBY, I THANK YOU
VERY MUCH FOR YOUR INCREDIBLE
WORKMANSHIP & CONTRIBUTION TO
OUR COMMUNITY IN REPAIRING
THE CIVIC CENTER SIGN.
IT LOOKS GREAT & IMPROVES
OUR CIVIC CENTER EXTERIOR!

THANK YOU SO MUCH,

LORETTÉ CARTER
COMMUNITY DEVELOPMENT