

Northern Transit Interlocal ~ Golden Triangle Transportation Advisory Committee (TAC)

November 14, 2017

Transit Center, Shelby, MT

In attendance: Janice Hoppes – Pondera County Commissioner, Deb Brandon – Toole County Commissioner, Mary Ann Harwood – Toole County Commissioners, John Shevlin – City of Conrad representative, Walt Losing – City of Cut Bank representative, Page Nagy – Toole County, David Irvin – Transit Coordinator and Lorette Carter, City of Shelby – reporting.

Welcome: Janice Hoppes, Chairman of regional TAC

Minutes: The minutes of August 8, 2017 were reviewed. Deb made a motion and John seconded to approve the minutes. Motion carried.

Financial: David reviewed current financials. He is tracking fuel expenses as mileage is much less for the gas powered vehicles than the diesel buses. The hope is the additional fuel costs will balance with lower maintenance costs over the fiscal year. The committee also discussed the increase in insurance premiums. David will look into an independent insurance carrier and report back to the committee. David will also check a couple entry errors with the Toole County Treasure Office and will send the corrected financial information to committee members. Reimbursement claims will be submitted on a monthly basis rather than quarterly for Pondera County beginning this quarter. Lorette moved and John seconded to approve the financial statements with the anticipated corrections to the financial statements. Motion carried.

NEW BUSINESS

Golden Triangle Transit Coordination Plan Review: David reported the transit website is operational. The website address is www.northern.rural-transit.com. The Google Transit app is in Phase IV of development. The developer is completing the codes to highlight routes from rider requests and work on any glitches in the program. The final phase will be the approval from Google before the program becomes operational.

Ridership: David noted a consistent ridership for the majority of the transit system over the last quarter with some slight decreases in ridership. David hopes to identify the variables in quarterly and year-to-year ridership changes to better anticipate marketing needs. David is making an action plan for Pondera County to try and reach additional riders in Valier and Conrad.

Bus Advertising; David has reviewed costs quotes from three sign companies for bus advertising. He has chosen Summit Signs of Whitefish for the creation of magnetic signs for the transit system buses. He is working on an advertiser contract which he will have reviewed by Toole County Attorney Merle Raph before presentation to the committee. He will also provide some design ideas and layout for the buses at the next meeting for committee approval. Concern was raised by committee members in advertisers featured. Members would like to see local advertisements on buses only.

David attended the fall MDT conference and MTA conference. He appreciates the opportunity to attend these informative meetings. He was assured future funding is solid

Next meeting: February 6, 2018 in Cut Bank. With no further business the meeting was adjourned.

2017 NTI Ridership

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Shelby- Conrad	2	3	2	6	2	11	14	9	15	1			
Conrad - Shelby	2	2	1	7	3	9	8	8	12	3			
Cut Bank - Gt. Falls	104	93	52	99	85	98	79	94	72	23			
Shelby - Gt. Falls	45	52	43	56	58	77	68	79	61	12			
Conrad - Gt. Falls	24	39	21	41	46	46	37	38	49	5			
Dutton - Gt. Falls													
Gt. Falls - Conrad	28	33	23	47	44	44	32	40	44	5			
Gt. Falls - Shelby	50	55	52	64	47	85	71	81	75	12			
Gt. Falls - Cut Bank	96	77	57	103	129	109	118	127	97	24			
Great Falls Totals:	351	354	251	423	414	479	427	476	425	85	0	0	3685
Shelby - Kalispell	6	4	10	12	14	16	17	14	11	3			
Cut Bank - Kalispell	8	7	5	8	15	7	7	10	5	2			
Browning - Kalispell	9	16	13	19	27	33	29	24	13	5			
Coram, Columbia F., EG, WHF			1				3	6	6	2			
Kalispell - Columbia F., EG, V	1						2	4	6	2			
Kalispell - Browning	11	12	16	21	26	35	24	19	12	3			
Kalispell - Cut Bank	4	9	6	6	14	9	7	12	4				
Kalispell - Shelby	7	7	11	6	17	13	14	12	9	2			
Shelby - Cut Bank	2	4	1	10	3	5	4	6	7	1			
Shelby - Browning	1				2	4	3	2	1	2			
Cut Bank - Browning	7	4	5	11	9	15	7	5	7	1			
Browning - Cut Bank	6	3	4	7	6	12	6	5	5				
Browning - Shelby	1				3		1	2					
Cut Bank - Shelby	4	5	3	8	4	9	6	6	7	2			
Kalispell/Browning Totals:	67	71	75	108	140	158	130	127	93	25	0	0	994
2017 Totals	418	425	326	531	554	637	557	603	518	110	0	0	4679
Quarter Rides			1169			1722			1678			110	
2016 Totals	446	303	299	440	461	562	734	748	614	652	547	571	6377
2015 Totals	486	705	745	717	547	856	759	801	716	741	507	413	7993
2014 Totals	499	432	675	798	779	663	702	688	618	612	483	501	7350
2013 Totals	417	391	427	674	713	622	648	833	576	689	577	600	7167
2012 Totals	387	483	492	484	462	446	416	414	405	393	314	341	5037
2011 Totals	283	274	380	467	394	403	371	482	513	476	433	464	4940
2010 Totals	203	204	253	248	339	347	294	353	330	375	387	457	3790
2009 Totals	126	193	249	249	212	308	279	348	286	315	352	362	3279
Kalispell: Medical	15	11	9	17	15	16	11	12	9	3			
Benefis	33	31	24	31	28	24	19	38	43	10			
Gt. Falls Clinic	5	2	7	5	11	14	9	14	7	4			
Other Medical	24	15	11	21	4	12	7	11	15	7			
Whitefish		4	1	2	8	8	6	8	6	2			
Airport	7	2		2	6	3	6	11	5	2			
Amtrak Riders	11	5	9	5	21	16	19	21	10	2			
NTI trips over 60	127	90	59	126	129	141	116	114	79	22			
under 60	283	329	264	397	414	473	437	483	434	87			
disabled	8	6	3	8	11	23	4	6	5	1			
Medical:	77	59	61	83	93	93	77	115	95	26	0	0	779
% medical	18.42%	13.88%	18.71%	15.63%	16.79%	14.60%	13.82%	19.07%	18.34%	23.64%	#DIV/0!	#DIV/0!	16.65%

2017 TCT Ridership

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
A.M. North	184	168	161	147	174	39	52	89	169	70			
P.M. South	136	122	121	127	139	61	58	62	107	41			
Riders Within Shelby	31	26	45	35	54	58	43	53	50	21			
TOTALS	351	316	327	309	367	158	153	204	326	132	0	0	2643
Quarters			994			834			683			132	
2016 Totals	191	185	239	216	191	116	177	272	298	384	342	359	2970
2015 Totals	218	215	264	283	269	244	255	243	282	260	234	256	3023
2014 Totals	361	196	267	364	330	267	310	288	310	294	366	310	3663
2013 Totals	267	249	289	397	406	291	248	237	257	316	241	254	3452
2012 Totals	350	370	286	354	295	260	395	247	264	392	229	170	3612
2011 Totals	377	331	380	281	275	246	214	277	399	387	356	358	3881
2010 Totals	159	284	307	267	331	255	228	289	350	278	273	275	3296
over 60	44	31	21	48	48	42	37	61	50	19			
under 60	276	258	275	226	292	97	105	131	266	109			
disabled	31	27	31	35	27	19	11	12	10	4			



Meeting Minutes

Date: 1/30/2018
Time: 9:30 AM
Attendees: Attendee list is attached
Facilitator: Scott Pfahler

Minutes: Shelby Rail Safety Improvement Project, Diagnostic Review

Meeting Summary:

1. Self-introductions were made, followed by a brief safety orientation. Discussion on the proposed improvements was followed by general questions and a site visit.
2. The meeting was scheduled to evaluate proposed safety improvements as part of a FRA grant for the Galena Street and US Highway 2 railroad crossings in Shelby. The current grant proposed a Quiet Zone at the US Highway 2 crossing and a Wayside Horn application at the Galena crossing along with other safety improvements including a designated sidewalk for pedestrians to cross at Galena, fencing to restrict pedestrian crossing of rail tracks and other features.
 - a. US Highway 2 is under MDT jurisdiction.
 - b. Galena Street is a local street, under Shelby jurisdiction.
 - c. It was noted that there is no existing pedestrian crossing of the tracks, south of the Amtrak station but all agreed there is unofficial use by pedestrians to cross the tracks at many locations (as there are no restrictions such as fencing).
 - d. KLJ has been contracted by the City of Shelby and has completed survey of the area for future design needs.
3. Design Review & Timing Discussions.
 - a. BNSF requested a 30% and 100% design submittal for their review and comment. The 30% review should detail the dimensions and general footprint planned for the proposed improvements. This will be submitted to designers in BNSF's Kansas City offices to then complete the railroad signal system design and cost estimates which are expected to require 60-90 days. BNSF contact is Taylor Smith.
 - b. MDT requested similar reviews but MDT will only be providing changes and comments (no design). MDT contact and coordinator is Stephanie Maes.
 - c. City contact is Mayor McDermott.
 - d. KLJ contact is Scott Pfahler.
 - e. Current Project Schedule.
 - i. Survey has been completed and design is ready to begin.
 - ii. Construction had been targeted for this year, but the schedule may be delayed due to funding delays and design review constraints.
 - iii. BNSF noted that rail construction/maintenance is restricted in the last quarter of the year due to priority shipping.
 - iv. BNSF noted that a special (non-local) crew will complete rail construction activities. Scheduling of that regional crew is based upon agreements.



4. Memoranda of Agreement (MOA). The following reflects initial discussions which may be revised as project develops.
 - a. Various agreements will be needed between the City and the agencies with jurisdiction (BNSF and MDT) to define ownership, responsibilities and conditions. After discussion, it was generally agreed that the US Highway 2 conditions would be governed by a 3-party agreement (City, BNSF and MDT) while the Galena conditions would be governed by a 2-party agreement (City and BNSF).
 - b. The two locations could potentially be covered by a single agreement or by two agreements.
 - c. MDT Planning (Stephanie Maes) would develop the language for US Highway 2 agreement for input and discussion by other signatories.

5. Permitting Discussions.
 - a. BNSF anticipates the following permits:
 - i. Right-of-Entry for survey and design needs.
 - ii. Construction and Maintenance (which will be tied to Agreements)
 - iii. Boring under tracks would require a utility permit from Jones Lang LaSalle.
 - b. MDT anticipates the following permits (for US Highway 2 crossing):
 - i. Encroachment Permit which requires an Environment Checklist
 - ii. MOA
 - c. City of Shelby will require a Building Permit.

6. Quiet Zone and FRA approval process. Cheryl overviewed the FRA quiet zone approval process and noted the following:
 - a. Approval for alternative safety measures (ASM) is issued from Washington DC and cannot be estimated. Approval could require up to a year.

7. Specific Quiet Zone Design Discussions:
 - a. FRA would prefer that median curb heights exceed 6", however, for vehicular safety; 6" curb heights should not be exceeded and would not be approved by MDT.
 - b. MDT prefers that a center median is a minimum of 4' wide. Narrower widths maybe considered.
 - c. MDT will require overhead illumination of center medians, and it is also encouraged by KLJ on Galena Street. This lighting would require City maintenance.
 - d. Cheryl inquired about school bus routes and emergency routes. Emergency routes currently use the Galena crossing. School bus routing was not known.

8. US Highway 2 Crossing Discussion:
 - a. Rail is within (BNSF's) Great Falls subdivision. This is a proposed Quiet Zone and will need to meet signing, curbing and gate requirements.
 - b. The existing flashing signals will have to be completely replaced; BNSF cannot simply add gates to the signals.
 - c. BNSF noted that the crossing bungalow was recently updated and requested that the proposed storm drain outfall be designed to minimize drainage impacts.



- d. The car wash approach onto US Highway 2 is very wide. A center median would affect access into this parcel. Design needs to address if full median length or if an ASM may be required.
 - e. The City noted that the east-most, existing historical lighting fixture could be removed. If removed, the fixture should be salvaged and returned to the City. Lighting for the western median could be installed where the existing light is located.
 - f. Lighting on the east side of the crossing would like require power to be bored beneath the tracks.
 - g. *Action Items:*
 - i. *KLJ will request approach permits from MDT and as-built plans.*
 - ii. *KLJ will develop a 30% plan showing the proposed safety improvements.*
9. Galena Street Crossing: Quiet Zone versus Wayside Horns
- a. Project intends to use existing crossing gates/signals.
 - b. Cheryl noted that a quiet zone could be expanded to include the Galena crossing which would replace the proposed wayside horns, from FRA's perspective. BNSF indicated the wayside horns would be triggered by a large number of switching operations-likely increasing the number of horns sounding. The City Mayor expressed interest in evaluating the quiet zone option rather than wayside horns.
 - c. After discussion, it was confirmed that the Galena Street crossing includes two railroad subdivisions (Highline and Great Falls) and a maintenance way track that does not currently have or require gates. The Great Falls subdivision ties into the Highline subdivision just west of Galena Street.
 - d. If Galena is changed to a quiet zone, the zone could be incorporated into the proposed US Highway 2 quiet zone.
 - e. BNSF may have information on number of switching activities but it may require a lot of labor to gather the data.
10. Galena Street Crossing (north of the tracks):
- a. A break in the center median would be required for the maintenance track.
 - b. Distance to Central Avenue will need to be verified for center median distance.
 - c. Amtrak plans to complete improvements to the station which will likely include improvements to the existing asphalt pedestrian pathway and possible fencing. No Amtrak contact was identified and no period is currently known.
 - d. Proposed fencing was planned to extend from passenger terminal or path to Galena Street.
11. Galena Street Crossing (south of the tracks):
- a. Pedestrian Gate/barrier needs to be determined.
 - b. BNSF noted a concern that if an Alternative Safety Measure (ASM) center median is installed, Front Street traffic could potentially (illegally) turn north (left) and drive in the opposite lane to avoid barrier gates and cross the tracks.
 - c. The desired length of center median would block (some) turns at Galena and Front Streets which the City noted was an important travel route for local citizens. These vehicles are local traffic and minimal large truck traffic. The City noted that Front Street is supposed to be used by truck.



- d. BNSF noted that private vehicles currently trespass onto BNSF land off Front Street for parking. Fencing will likely restrict this use if fence is installed along the back of the curb and gutter.
- e. *Action Items:*
 - i. *KLJ will develop a concept showing the changes needed for Galena crossing quiet zone for further discussion by City. If pursued, further design and coordination will occur.*
 - ii. *KLJ will seek out information from Amtrak to coordinate improvements, including fence connection to platform.*

12. Galena Street Crossing Discussion: Fencing for Pedestrian Safety and Direction

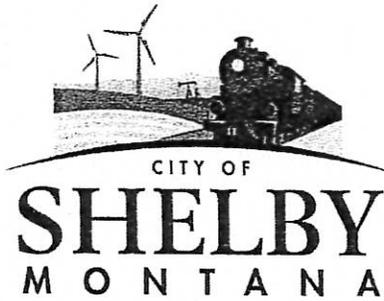
- a. Fencing locations currently shown were a concept and not final locations. Taylor indicated that local BNSF staff can provide direction for preferred fencing and gate locations and fencing style (7' chain link is proposed).
- b. BNSF noted that BNSF owns right-of-way (ROW) to the street and they will need access into the area south of the tracks adjoining Front Street. BNSF preferred fencing be located as close to street (to edge of BNSF property) as feasible.
- c. Gate locations are a concern and need to be located for BNSF access. Discussion in the field offered other comments and final locations will be determined in future. BNSF staff noted a concern that due to repeated usage, the gates may be left unlocked by staff repeatedly entering/exiting.
- d. In the field, it was agreed that the fencing along Front Street can end at the Galena intersection and does not need to extend north to the tracks.
- e. *Action Items:*
 - i. *BNSF (Taylor) will provide sketch or other direction showing BNSF's preferences for gate openings.*
 - ii. *KLJ will develop proposed fencing locations for further discussion.*

Attachments

Meeting attendees list.

CITY OF SHELBY

112 First Street South
Shelby, MT 59474
Telephone: (406) 434-5222
FAX: (406) 434-2039
www.shelbymt.com



Mayor: Larry J. Bonderud
Council: Deb Clark, Eugene Haroldson,
Bill Moritz, Lyle Kimmet,
Don Lee, John "Chip" Miller, Jr.
Animal Control: Mark Warila
Attorney: William E. Hunt, Jr.
Building Inspector: Rob Tasker
Community Development: Lorette Carter
Finance Officer: Jade Goroski
Judge: Joe Rapkoch
Recreation Director: Cindy Florez
Superintendent: Loren Skartved

December 20, 2016

Angela Belden Martinez, Regional Director
US Department of Commerce
Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, CO 80204

Dear Director,

This letter serves to verify the local match of \$80,000 for the Humic Growth Solutions, Inc. development project and readily available. It will not be conditioned or encumbered in any way that would preclude its use consistent with the requirements of the Financial Assistance Award. The match funding is from the water enterprise fund of the City of Shelby.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry J. Bonderud", written in a cursive style.

Larry J. Bonderud, Mayor
City of Shelby

Cc: Shelby City Council



February 9, 2018

RECEIVED

FEB 12 2018

CITY OF SHELBY
Montana

City of Shelby
Attn. Gary McDermott
112 First Street South
Shelby, MT 59474

Dear Mayor McDermott,

The following is the total plant revenue and repairs accounting on our jointly owned 12-600 hot plant for the year 2017.

Revenue:	19,732.22 TN @ \$3.25/TN = \$64,129.71
	<u>5,103.76 TN @ \$4.75/TN = \$24,242.84</u>
Total Revenue	\$88,372.55
Total Repairs (detail listing enclosed)	<u>(\$29,079.02)</u>
Balance remaining after repairs	\$59,293.53
City of Shelby (50% Share)	\$29,646.77

Let us know if you have any questions.

Sincerely,

Tracy Golik
CFO
Century Companies, Inc.

PO Box 579
510 1st Ave. N.
Lewistown, MT 59457

406-535-1200
Fax 406-535-1205

www.centuryci.com

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EM Revenue Detail Report
Equipment: 12.600 ALMIX 7228 Plant
1/1/17 to 12/31/17

Trans	Source	Posted Date	Actual Date	Job/Phase/Cost Type	Tons	Revenue Rate	Dollars
3293	EMRev	05/27/17	05/27/17	3891.100/35050. /6	1,206.42	\$ 3.25	\$ 3,920.86
3294	EMRev	05/27/17	05/27/17	3891.100/35050. /6	218.94	\$ 4.75	\$ 1,039.97
				Month: 5/17	1,425.36		\$ 4,960.83
2	EMRev	06/03/17	06/03/17	4742.100/42100. /6	1,087.62	\$ 3.25	\$ 3,534.77
3	EMRev	06/03/17	06/03/17	4742.100/42100. /6	95.92	\$ 4.75	\$ 455.62
1540	EMRev	06/10/17	06/10/17	4742.100/42100. /6	508.45	\$ 3.25	\$ 1,652.46
1541	EMRev	06/10/17	06/10/17	4742.100/42100. /6	415.33	\$ 4.75	\$ 1,972.82
1542	EMRev	06/10/17	06/10/17	1497.100/10005. /6	63.94	\$ 4.75	\$ 303.72
1543	EMRev	06/10/17	06/10/17	3895.100/42110. /6	854.25	\$ 4.75	\$ 4,057.69
2425	EMRev	06/17/17	06/17/17	3905.100/42100. /6	42.08	\$ 4.75	\$ 199.88
2426	EMRev	06/17/17	06/17/17	3904.100/42100. /6	433.75	\$ 4.75	\$ 2,060.31
2427	EMRev	06/17/17	06/17/17	3904.100/42100. /6	501.01	\$ 3.25	\$ 1,628.28
				Month: 6/17	4,002.35		\$ 15,865.55
280	EMRev	07/08/17	07/08/17	4725.400/33050. /6	351.21	\$ 4.75	\$ 1,668.25
1766	EMRev	07/15/17	07/15/17	4725.400/33050. /6	3,104.64	\$ 3.25	\$ 10,090.08
2762	EMRev	07/22/17	07/22/17	4725.400/33050. /6	3,790.70	\$ 3.25	\$ 12,319.77
2763	EMRev	07/22/17	07/22/17	4725.400/33050. /6	344.85	\$ 4.75	\$ 1,638.04
2773	EMRev	07/29/17	07/29/17	4725.400/33050. /6	354.06	\$ 4.75	\$ 1,681.79
2774	EMRev	07/29/17	07/29/17	4725.400/33050. /6	791.00	\$ 3.25	\$ 2,570.75
				Month: 7/17	8,736.46		\$ 29,968.68
720	EMRev	08/05/17	08/05/17	4744.100/42110. /6	426.28	\$ 4.75	\$ 2,024.83
721	EMRev	08/05/17	08/05/17	4744.100/42110. /6	1,984.30	\$ 3.25	\$ 6,448.98
729	EMRev	08/14/17	08/14/17	4725.400/66015. /6	791.00	\$ 3.25	\$ 2,570.75
730	EMRev	08/14/17	08/14/17	4725.400/66015. /6	138.12	\$ 4.75	\$ 656.07
731	EMRev	08/14/17	08/14/17	4725.400/33050. /6	-791.00	\$ 3.25	\$ (2,570.75)
732	EMRev	08/14/17	08/14/17	4725.400/33050. /6	-138.12	\$ 4.75	\$ (656.07)
1499	EMRev	08/12/17	08/12/17	4744.100/42110. /6	1,984.65	\$ 3.25	\$ 6,450.11
1500	EMRev	08/12/17	08/12/17	4744.100/42110. /6	241.52	\$ 4.75	\$ 1,147.22
2357	EMRev	08/19/17	08/19/17	4748.100/42100. /6	99.39	\$ 4.75	\$ 472.10
2364	EMRev	08/26/17	08/26/17	4748.100/42100. /6	103.09	\$ 4.75	\$ 489.68
2365	EMRev	08/26/17	08/26/17	4748.100/42100. /6	3,015.19	\$ 3.25	\$ 9,799.37
2366	EMRev	08/26/17	08/26/17	1502.100/42100. /6	16.16	\$ 3.25	\$ 52.52
3666	EMRev	08/31/17	08/31/17	4748.100/42100. /6	1,742.08	\$ 3.25	\$ 5,661.76
3667	EMRev	08/31/17	08/31/17	4748.100/42100. /6	533.68	\$ 4.75	\$ 2,534.98
				Month: 8/17	10,146.34		\$ 35,081.55
890	EMRev	09/09/17	09/09/17	4748.100/42100. /6	477.37	\$ 4.75	\$ 2,267.51
891	EMRev	09/09/17	09/09/17	1502.100/42100. /6	48.09	\$ 4.75	\$ 228.43
				Month: 9/17	525.46		\$ 2,495.94
				GRAND TOTALS	24,835.97		\$ 88,372.55

19,732.22 TN @ \$3.25/TON = \$64,129.71
5,103.76 TN @ \$4.75/TON = \$24,242.84

EM Cost Report

Equipment: 12.600 - 12.600

Months: 01/17 - 12/17

Level of Detail: Transaction

Month	Trans	CostCode	Cost Type	Actual Date	Source	Detail Description	Units	Dollars
12.600 ALMIX 7228 PLANT								
01/17	1,190	007	7	01/01/17	EMAdj	01/2017 INSURANCE Co: 1	0.000	1.00
							Month: 01/17	1.00
06/17	1,058	120	1	06/13/17	PR	Co: 1 Emp: 28935-FORTH, MICHAEL	2.500	103.53
06/17	1,137	120	4	06/16/17	EMRev	Equipment Used: 04.116	2.500	50.00
							Month: 06/17	153.53
08/17	482	199	1	08/10/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	3.000	186.57
							Month: 08/17	186.57
							Total For Equipment Code : 12.600	341.10
							Total For Company : 1	341.10

EM Cost Report

Equipment: 12.611 - 12.611

Months: 01/17 - 12/17

Level of Detail: Transaction

Month	Trans	CostCode	Cost Type	Actual Date	Source	Detail Description	Units	Dollars
12.611 ALMIX 7228 DRUM PLANTW/SCRUBBER								
01/17	1,191	007	7	01/01/17	EMAdj	01/2017 INSURANCE Co: 1	0.000	1.00
							Month: 01/17	1.00
04/17	1,041	118	2	04/21/17	AP	Fill-rite Tank Vent Fuel Cap Co: 1 Trans#: 1008 Vend: 28563	0.000	32.50
04/17	1,290	111	1	04/19/17	PR	Co: 1 Emp: 50014-KNUTSEN, JON	5.500	186.69
04/17	1,291	121	1	04/18/17	PR	WO: 18212 Item: 8 Co: 1 Emp: 95444-WORKS, ROGER	1.000	37.81
04/17	1,292	127	1	04/18/17	PR	WO: 18212 Item: 4 Co: 1 Emp: 95444-WORKS, ROGER	2.000	75.62
04/17	1,355	111	4	04/21/17	EMRev	Equipment Used: 04.123	5.500	110.00
04/17	2,765	007	7	04/30/17	EMAdj	04/2017 INSURANCE Co: 1	0.000	261.50
							Month: 04/17	704.12
05/17	105	132	2	05/09/17	AP	Carquest-Particle resp vlv Co: 1 Trans#: 252 Vend: 182-CO	0.000	17.50
05/17	189	104	1	05/04/17	PR	WO: 18212 Item: 6 Co: 1 Emp: 13886-CHESTER, ROBEI	3.500	135.47
05/17	190	104	1	05/05/17	PR	WO: 18212 Item: 6 Co: 1 Emp: 13886-CHESTER, ROBEI	7.000	298.47
05/17	191	132	1	05/05/17	PR	Co: 1 Emp: 337120-HADLEY, DAVID-ALAN	10.000	529.56
05/17	192	132	1	05/05/17	PR	WO: 18212 Item: 7 Co: 1 Emp: 95444-WORKS, ROGER	8.000	411.90
05/17	193	146	1	05/05/17	PR	WO: 18212 Item: 1 Co: 1 Emp: 797270-SKOVGARD, TEI	5.000	257.02
05/17	194	199	1	05/04/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	2.500	94.53
05/17	195	199	1	05/05/17	PR	WO: 18212 Item: 15 Co: 1 Emp: 797270-SKOVGARD, TE	5.000	257.02
05/17	267	132	4	05/05/17	EMRev	Equipment Used: 04.125	10.000	200.00
05/17	272	132	4	05/05/17	EMRev	Equipment Used: 04.122 WO: 18212 Item: 7	12.000	240.00
05/17	411	104	2	05/05/17	AP	Air Hammer Kit Co: 1 Trans#: 607 Vend: 12836-CARQUEST	0.000	94.99
05/17	412	120	2	05/09/17	AP	V Belts Co: 1 Trans#: 591 Vend: 12836-CARQUEST AUTO I	0.000	72.96
05/17	413	120	2	05/09/17	AP	Super HC Ind V-Belt Co: 1 Trans#: 647 Vend: 27877-FERGL	0.000	14.23
05/17	414	121	2	05/02/17	AP	Seal Kit Co: 1 Trans#: 556 Vend: 4883-APPLIED INDUSTRI	0.000	52.37
05/17	532	132	4	05/12/17	EMRev	Equipment Used: 04.125 WO: 18212 Item: 7	20.000	400.00
05/17	536	132	4	05/12/17	EMRev	Equipment Used: 04.125	2.000	40.00
05/17	697	132	1	05/09/17	PR	WO: 18212 Item: 7 Co: 1 Emp: 13886-CHESTER, ROBEI	2.000	84.60
05/17	698	132	1	05/10/17	PR	WO: 18212 Item: 7 Co: 1 Emp: 13886-CHESTER, ROBEI	8.000	338.38
05/17	699	132	1	05/10/17	PR	WO: 18212 Item: 7 Co: 1 Emp: 337120-HADLEY, DAVID	12.000	465.31
05/17	700	132	1	05/11/17	PR	WO: 18212 Item: 7 Co: 1 Emp: 337120-HADLEY, DAVID	8.000	409.33
05/17	701	132	1	05/12/17	PR	Co: 1 Emp: 337120-HADLEY, DAVID-ALAN	2.000	105.88
05/17	702	199	1	05/09/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	6.500	274.95
05/17	703	199	1	05/10/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	2.000	84.60
05/17	704	199	1	05/11/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	6.000	253.78
05/17	1,360	132	2	05/09/17	AP	Shopko - fan Co: 1 Trans#: 1229 Vend: 190-COMD D HADL	0.000	19.99
05/17	1,361	132	2	05/08/17	AP	Thompson Sons-Angle Iron, Flat Co: 1 Trans#: 1231 Vend: 7	0.000	184.77
05/17	1,362	132	2	05/12/17	AP	Thompson/Son- flats, hubcap Co: 1 Trans#: 1232 Vend: 190	0.000	216.02
05/17	1,363	132	2	05/10/17	AP	S@S Welding-50# 7018 1/8 wr wh Co: 1 Trans#: 1233 Vend	0.000	228.50
05/17	1,364	147	2	05/10/17	AP	CQ-Air comp oil.black ice.hub Co: 1 Trans#: 1234 Vend: 19C	0.000	60.14
05/17	1,647	109	1	05/15/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	2.000	77.11
05/17	2,222	121	1	05/24/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	2.500	105.39
05/17	2,223	121	1	05/24/17	PR	Co: 1 Emp: 86725-UDELHOVEN, MARK	2.500	105.95
							Month: 05/17	6,130.72
06/17	1,279	005	5	06/16/17	AP	2017 Personal Property Tax Co: 1 Trans#: 1565 Vend: 8955	0.000	38.05
06/17	2,274	120	2	06/23/17	AP	V-Belt 3VX630 - Cogged Co: 1 Trans#: 1943 Vend: 93187-V	0.000	43.20
06/17	2,275	160	2	06/23/17	AP	Freight Co: 1 Trans#: 1943 Vend: 93187-WESTSTATE MACHII	0.000	27.11
06/17	3,123	104	2	06/01/17	AP	666 Gals Black Magic Release A Co: 1 Trans#: 2744 Vend: !	0.000	825.00
06/17	3,124	160	2	06/01/17	AP	Freight Co: 1 Trans#: 2744 Vend: 9391-BG CHEMICAL, LP	0.000	230.00
							Month: 06/17	1,163.36
07/17	61	005	5	07/03/17	AP	Air Pollution Permits to Oper Co: 1 Trans#: 139 Vend: 61241	0.000	300.00
07/17	182	121	1	07/05/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	2.500	114.37
07/17	183	121	1	07/05/17	PR	Co: 1 Emp: 53656-LUND, PATRICK	2.500	114.34
07/17	184	121	1	07/05/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	3.500	154.80
07/17	185	129	1	07/06/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	4.000	182.97
07/17	186	129	1	07/06/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	2.500	110.57
07/17	187	135	1	07/06/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	6.500	287.48
07/17	238	135	4	07/07/17	EMRev	Equipment Used: 04.122	6.500	130.00
07/17	240	129	4	07/07/17	EMRev	Equipment Used: 04.122	2.500	50.00

EM Cost Report

Equipment: 12.611 - 12.611

Months: 01/17 - 12/17

Level of Detail: Transaction

Month	Trans	CostCode	Cost Type	Actual Date	Source	Detail Description	Units	Dollars
12.611 ALMIX 7228 DRUM PLANTW/SCRUBBER							- Continued	
07/17	241	121	4	07/07/17	EMRev	Equipment Used: 04.122	3.500	70.00
07/17	1,146	120	1	07/19/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	2.500	151.77
07/17	1,147	125	1	07/17/17	PR	Co: 1 Emp: 53656-LUND, PATRICK	4.000	182.98
07/17	1,148	125	1	07/17/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	4.000	177.01
07/17	1,225	125	1	07/17/17	EMRev	Equipment Used: 04.122	4.000	80.00
07/17	1,226	120	1	07/19/17	EMRev	Equipment Used: 04.122	2.500	50.00
07/17	1,470	120	2	07/20/17	AP	24" & 28" 375 Splice (12-600) Co: 1 Trans#: 1623 Vend: 488	0.000	209.80
07/17	1,471	135	2	07/17/17	AP	Propane Pump Seal Kit Co: 1 Trans#: 1654 Vend: 27723-FE	0.000	248.31
07/17	1,472	160	2	07/20/17	AP	Freight Co: 1 Trans#: 1623 Vend: 4883-APPLIED INDUSTRI	0.000	22.26
07/17	1,473	160	2	07/17/17	AP	Freight Co: 1 Trans#: 1654 Vend: 27723-FEI INC Ref: 81701	0.000	4.00
Month : 07/17								2,640.66
08/17	483	125	1	08/07/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	1.000	43.47
08/17	484	139	1	08/07/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	4.000	182.03
08/17	485	139	1	08/07/17	PR	Co: 1 Emp: 53656-LUND, PATRICK	4.000	182.97
08/17	486	140	1	08/10/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	5.000	310.95
08/17	2,345	103	1	08/30/17	PR	Co: 1 Emp: 99640-BLED SOE, JEREMY	2.500	114.31
08/17	2,346	130	1	08/30/17	PR	Co: 1 Emp: 99640-BLED SOE, JEREMY	4.000	182.97
08/17	2,347	146	1	08/30/17	PR	Co: 1 Emp: 99640-BLED SOE, JEREMY	4.000	182.97
08/17	2,382	103	4	08/31/17	EMRev	Equipment Used: 04.127	2.500	50.00
08/17	2,383	130	4	08/31/17	EMRev	Equipment Used: 04.127	4.000	80.00
08/17	2,386	146	4	08/31/17	EMRev	Equipment Used: 04.127	4.000	80.00
Month : 08/17								1,409.67
09/17	1,240	104	2	09/05/17	AP	550 qals Black Magic Release A Co: 1 Trans#: 1444 Vend: €	0.000	840.50
Month : 09/17								840.50
10/17	343	007	7	10/01/17	EMAdj	10/2017 INSURANCE Co: 1	0.000	59.50
10/17	1,087	199	1	10/12/17	PR	Co: 1 Emp: 337120-HADLEY, DAVID-ALAN	8.000	348.10
10/17	1,184	199	4	10/13/17	EMRev	Equipment Used: 04.125	8.000	160.00
Month : 10/17								567.60
11/17	145	005	5	11/06/17	AP	Facility Base Fees 2017 Co: 1 Trans#: 329 Vend: 57866-MO	0.000	800.00
Month : 11/17								800.00
Total For Equipment Code : 12.611								14,257.63
Total For Company : 1								14,257.63

EM Cost Report

Equipment: 12.621 - 12.621

Months: 01/17 - 12/17

Level of Detail: Transaction

Month	Trans	CostCode	Cost Type	Actual Date	Source	Detail Description	Units	Dollars
12.621 3-BIN COLD FEED								
01/17	1,192	007	7	01/01/17	EMAdi	01/2017 INSURANCE Co: 1	0.000	1.00
							Month: 01/17	1.00
04/17	2,650	007	7	04/30/17	EMAdi	04/2017 INSURANCE Co: 1	0.000	51.50
							Month: 04/17	51.50
05/17	537	104	4	05/12/17	EMRev	Equipment Used: 04.125	2.000	40.00
05/17	705	104	1	05/09/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	2.000	84.60
05/17	706	104	1	05/12/17	PR	Co: 1 Emp: 337120-HADLEY, DAVID-ALAN	2.000	105.88
05/17	1,648	120	1	05/15/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	7.000	269.87
05/17	1,649	120	1	05/16/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	10.500	404.83
05/17	1,650	132	1	05/15/17	PR	Co: 1 Emp: 337120-HADLEY, DAVID-ALAN	12.000	465.45
05/17	1,651	132	1	05/16/17	PR	Co: 1 Emp: 337120-HADLEY, DAVID-ALAN	12.000	465.45
05/17	1,789	132	4	05/19/17	EMRev	Equipment Used: 04.125	24.000	480.00
05/17	2,224	120	1	05/23/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	2.500	105.39
05/17	2,225	120	1	05/23/17	PR	Co: 1 Emp: 337120-HADLEY, DAVID-ALAN	7.000	271.65
05/17	2,226	120	1	05/23/17	PR	Co: 1 Emp: 49275-KILLHAM, DANIEL	1.500	63.24
05/17	2,227	120	1	05/23/17	PR	Co: 1 Emp: 86725-UDELHOVEN, MARK	2.500	105.94
05/17	2,308	120	4	05/26/17	EMRev	Equipment Used: 04.125	7.000	140.00
							Month: 05/17	3,002.30
06/17	702	120	2	06/10/17	AP	4 each Tri-Pwr Ind V-Belts Co: 1 Trans#: 959 Vend: 27877-F	0.000	46.20
06/17	1,280	005	5	06/16/17	AP	2017 Personal Property Tax Co: 1 Trans#: 1565 Vend: 8955	0.000	38.05
06/17	1,281	120	2	06/13/17	AP	Conveyor Belt w/Lace Installed Co: 1 Trans#: 1541 Vend: 48	0.000	551.40
06/17	2,258	120	2	06/13/17	AP	Skirtboard Rubber Co: 1 Trans#: 1917 Vend: 93187-WESTA	0.000	360.00
06/17	2,259	160	2	06/13/17	AP	Freight Co: 1 Trans#: 1917 Vend: 93187-WESTATE MACHI	0.000	45.71
							Month: 06/17	1,041.36
07/17	2,350	120	1	07/27/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	2.500	156.37
07/17	2,351	120	1	07/27/17	PR	Co: 1 Emp: 53656-LUND, PATRICK	2.500	147.96
							Month: 07/17	304.33
08/17	2,348	103	1	08/31/17	PR	Co: 1 Emp: 99640-BLEDSON, JEREMY	2.500	156.37
08/17	2,349	120	1	08/31/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	1.500	90.67
08/17	2,350	146	1	08/31/17	PR	Co: 1 Emp: 99640-BLEDSON, JEREMY	2.500	114.37
08/17	2,385	103	4	08/31/17	EMRev	Equipment Used: 04.127	2.500	50.00
08/17	2,387	146	4	08/31/17	EMRev	Equipment Used: 04.127	2.500	50.00
							Month: 08/17	461.41
09/17	71	120	1	09/01/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	1.000	60.44
							Month: 09/17	60.44
10/17	344	007	7	10/01/17	EMAdi	10/2017 INSURANCE Co: 1	0.000	39.38
							Month: 10/17	39.38
Total For Equipment Code : 12.621								4,961.72
Total For Company : 1								4,961.72

EM Cost Report

Equipment: 12.631 - 12.631

Months: 01/17 - 12/17

Level of Detail: Transaction

Month	Trans	CostCode	Cost Type	Actual Date	Source	Detail Description	Units	Dollars
12.631 CONTROL TRAILERW/CONTROLS								
01/17	391	105	2	01/18/17	AP	Replenish First Aid Kit 12.631 Co: 1 Trans#: 439 Vend: 9489	0.000	63.05
01/17	576	105	4	01/19/17	AP	Annual Srvc Fire Extinguishers Co: 1 Trans#: 602 Vend: 760	0.000	120.00
01/17	1,193	007	7	01/01/17	EMAdi	01/2017 INSURANCE Co: 1	0.000	1.00
							Month : 01/17	184.05
03/17	1,713	128	2	03/31/17	AP	Loadout Conversion-Single Silo Co: 1 Trans#: 1512 Vend: 8:	0.000	3,970.00
03/17	1,714	160	2	03/31/17	AP	Freight Co: 1 Trans#: 1512 Vend: 82827-SYSTEMS EQUIP	0.000	91.61
							Month : 03/17	4,061.61
04/17	1,293	128	1	04/17/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	7.000	264.70
04/17	1,294	199	1	04/17/17	PR	Co: 1 Emp: 35011-HASTINGS, DAVID	7.000	290.50
04/17	1,295	199	1	04/18/17	PR	Co: 1 Emp: 35011-HASTINGS, DAVID	10.500	435.76
04/17	1,296	199	1	04/19/17	PR	Co: 1 Emp: 13768-CHARVAT, CORY	1.000	42.31
04/17	1,353	128	4	04/21/17	EMRev	Equipment Used: 04.122	7.000	140.00
04/17	2,725	007	7	04/30/17	EMAdi	04/2017 INSURANCE Co: 1	0.000	130.25
							Month : 04/17	1,303.52
05/17	534	132	4	05/12/17	EMRev	Equipment Used: 04.125 WO: 18213 Item: 5	6.000	120.00
05/17	707	132	1	05/09/17	PR	WO: 18213 Item: 5 Co: 1 Emp: 337120-HADLEY, DAVID	6.000	232.66
							Month : 05/17	352.66
06/17	1,282	005	5	06/16/17	AP	2017 Personal Property Tax Co: 1 Trans#: 1565 Vend: 8955	0.000	38.05
							Month : 06/17	38.05
07/17	82	128	2	07/07/17	AP	UV Sensor/Repair/Exchange Srvc Co: 1 Trans#: 177 Vend: 6	0.000	296.10
07/17	83	160	2	07/07/17	AP	3 Day Select UPS Freight Co: 1 Trans#: 177 Vend: 662-ACM	0.000	31.45
07/17	337	128	2	07/07/17	AP	Minipeeper UV Sensor/Exch Srvc Co: 1 Trans#: 679 Vend: 6	0.000	296.10
07/17	338	160	2	07/07/17	AP	Freight Co: 1 Trans#: 679 Vend: 662-ACME CONTROLS Re	0.000	31.45
07/17	1,173	128	2	07/07/17	AP	UV Sensor/Repair/Exchange Srvc Co: 1 Trans#: 177 Vend: 6	0.000	-296.10
07/17	1,174	160	2	07/07/17	AP	3 Day Select UPS Freight Co: 1 Trans#: 177 Vend: 662-ACM	0.000	-31.45
07/17	2,352	101	1	07/26/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	1.500	68.61
07/17	2,685	101	2	07/26/17	AP	Markles- floor patch. wall pat Co: 1 Trans#: 2334 Vend: 182-	0.000	19.97
							Month : 07/17	416.13
08/17	596	128	2	08/07/17	AP	Rapid Supplies-2 pt clr com pa Co: 1 Trans#: 640 Vend: 107	0.000	249.87
08/17	1,510	104	2	08/13/17	AP	Offcice Supplies / Chair Co: 1 Trans#: 1404 Vend: 63333-OF	0.000	126.26
							Month : 08/17	376.13
09/17	1,241	111	2	09/15/17	AP	Repair Display / Frt Co: 1 Trans#: 1454 Vend: 82827-SYSTE	0.000	120.74
09/17	1,242	160	2	09/15/17	AP	Freight Co: 1 Trans#: 1454 Vend: 82827-SYSTEMS EQUIP	0.000	29.56
09/17	2,114	135	2	09/27/17	AP	Burner Control / Frt Co: 1 Trans#: 2031 Vend: 662-ACME C	0.000	172.52
09/17	2,115	160	2	09/27/17	AP	Return UPS Label / Frt Co: 1 Trans#: 2031 Vend: 662-ACME	0.000	30.82
							Month : 09/17	353.64
10/17	345	007	7	10/01/17	EMAdi	10/2017 INSURANCE Co: 1	0.000	45.50
							Month : 10/17	45.50
							Total For Equipment Code : 12.631	7,131.29
							Total For Company : 1	7,131.29

EM Cost Report

Equipment: 12.681 - 12.681

Months: 01/17 - 12/17

Level of Detail: Transaction

Month	Trans	CostCode	Cost Type	Actual Date	Source	Detail Description	Units	Dollars
12.681 CHILDERS 15000 GAL HEATTANK								
01/17	1,196	007	7	01/01/17	EMAdi	01/2017 INSURANCE Co: 1	0.000	1.00
							Month : 01/17	1.00
04/17	1,300	125	1	04/18/17	PR	WO: 18216 Item: 4 Co: 1 Emp: 95444-WORKS, ROGER	1.000	37.81
04/17	2,686	007	7	04/30/17	EMAdi	04/2017 INSURANCE Co: 1	0.000	77.75
							Month : 04/17	115.56
05/17	533	125	4	05/12/17	EMRev	Equipment Used: 04.125 WO: 18216 Item: 4	6.000	120.00
05/17	718	125	1	05/08/17	PR	WO: 18216 Item: 4 Co: 1 Emp: 13886-CHESTER, ROBEI	2.000	84.60
05/17	719	125	1	05/09/17	PR	WO: 18216 Item: 4 Co: 1 Emp: 13886-CHESTER, ROBEI	1.500	63.46
05/17	720	125	1	05/09/17	PR	WO: 18216 Item: 4 Co: 1 Emp: 337120-HADLEY, DAVID	6.000	232.66
							Month : 05/17	500.72
06/17	333	111	1	06/08/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	3.000	182.09
06/17	487	111	4	06/09/17	EMRev	Equipment Used: 04.122	3.000	60.00
06/17	1,285	005	5	06/16/17	AP	2017 Personal Property Tax Co: 1 Trans#: 1565 Vend: 8955	0.000	15.09
							Month : 06/17	257.18
07/17	434	129	1	07/11/17	PR	Co: 1 Emp: 13886-CHESTER, ROBERT	3.000	137.23
07/17	435	129	1	07/11/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	3.000	132.75
07/17	506	129	4	07/14/17	EMRev	Equipment Used: 04.122	3.000	60.00
							Month : 07/17	329.98
09/17	282	125	4	09/08/17	EMRev	Equipment Used: 04.122	2.000	40.00
09/17	359	125	1	09/07/17	PR	Co: 1 Emp: 95444-WORKS, ROGER	2.000	86.92
09/17	1,054	111	2	09/08/17	AP	Fuses Co: 1 Trans#: 1225 Vend: 10294-BORDER STATES I	0.000	383.58
09/17	2,714	160	2	09/11/17	AP	Freight - A+ Electric Co: 1 Trans#: 2564 Vend: 57853-MONT	0.000	108.80
							Month : 09/17	619.30
10/17	348	007	7	10/01/17	EMAdi	10/2017 INSURANCE Co: 1	0.000	10.94
10/17	2,626	129	2	09/27/17	AP	3 HP 1200 RPM 213T Frame Motor Co: 1 Trans#: 2012 Ven	0.000	495.00
10/17	2,991	160	2	10/30/17	AP	Freight - A+ Electric Motor Co: 1 Trans#: 2048 Vend: 57853-	0.000	57.60
							Month : 10/17	563.54
							Total For Equipment Code : 12.681	2,387.28
							Total For Company : 1	2,387.28

November 8, 2011

Melissa Lewis
President and Founder
Melissa Lewis & Associates, LLC
1127 5th Avenue
Helena, MT 59601

Consulting Services Agreement

This letter will set forth the terms of the City of Shelby's retention of Melissa Lewis & Associates ("Consultant") to perform consulting services for the city.

1. Services: Consultant shall perform, as an independent contractor, the services set forth in Attachment A which is attached hereto and incorporated by reference (the "Services").
2. Term and Termination: This Agreement may be terminated by either party at any time, with or without cause, for any lawful reason whatsoever, upon providing ninety (90) days' written notice. In the absence of such notice, this Agreement shall continue from December 1, 2011 until this Agreement terminates. In the event the City of Shelby terminates this Agreement for convenience and not for cause, Consultant shall be paid for the conforming Services performed up to the date of termination.
3. Conflicts of Interest: Attachment B contains a list of the current the clients of Consultant. The parties acknowledge that no conflicts of interest exist with respect to such clients and the City of Shelby. Consultant shall immediately inform the City of Shelby of, and provide all information requested by the City of Shelby relating to, any actual or potential conflicts of interest that arise or are discovered with respect to such current clients or with respect to any of Consultant's actual or potential future clients so that the city can determine whether continuing to engage Consultant's Services is appropriate. A "conflict of interest" shall include, without limitation, any situation in which Consultant provides or may provide services to any persons, entities, affiliations or other groups which have interests or advocate positions adverse or contrary to the interests or positions of the City of Shelby. Notwithstanding Paragraph 2 of this Agreement, if interest exists, then the City of Shelby shall have the right to immediately terminate the Agreement. In such event, the City of Shelby shall only be obligated to pay Consultant the prorated amount due through the date of termination.
4. Compensation: For satisfactory performance of the Services, the City of Shelby will pay an annual consulting fee of \$36,000 payable as follows: \$3,000 payable within thirty (30) days from receipt of each invoice to be delivered on or about the last week of each month. Not included in the annual payment are any pre-approved, extraordinary expenses such as travel and

conference registration, should the city require Consultant to travel or attend a conference on the city's behalf unless listed in Attachment "A" hereto. Unless otherwise pre-approved and documented, all expenses in any way pertaining to the provision of Services shall be the sole and separate liability of Consultant. To implement this Consulting Services agreement, the City of Shelby shall pay the December 2011 and January 2012 consulting fee by December 9, 2011.

5. Independent Contractor: In performing these services, Consultant shall operate as and have the status of an independent contractor and shall not act or be an agent or employee of the City of Shelby. As an independent contractor, Consultant will be solely responsible for determining the means, manner and method for performing the Services.
6. City of Shelby Representative: Consultant shall be available at all reasonable times and places to consult with the City of Shelby in connection with the Services. Consultant shall report to and consult with the city's designated representative.
7. Compliance with Law: Prior to performing the services under this Agreement, Consultant will register as a state lobbyist on behalf of the City of Shelby as required by law; thereafter, Consultant will make all reports required by state lobbyists. Consultant will, in this and all other respects, fully comply with all applicable local, state and federal ordinances, codes, laws and regulations in connection with Consultant's services under this Agreement.
8. Political Contributions: Consultant is not authorized to make or offer any political contributions on behalf of the City of Shelby. This provision does not preclude Consultant from making personal contributions, or from distributing, delivering, arranging or otherwise being involved in contributions on behalf of other clients or Political Action Committees when such contributions are allowed.
9. Insurance: All of the Consultant's activities hereunder shall be at its own risk and Consultant shall not be entitled to any insurance protection provided by the City of Shelby nor shall Consultant be entitled to the benefit of any other plans or programs intended for city employees.
10. Ownership and Confidentiality: All knowledge and information acquired from the City of Shelby or developed by Consultant on behalf of the city hereunder shall be and remain the confidential and proprietary information of the city and Consultant shall not divulge, other than the authorized representative of the city, without prior written consent from the city's designated representative.
11. Subcontracts and Assignments: Consultant's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any attempted assignment shall be void and of no effect. Consultant shall not subcontract for any part of the Services or obligations hereunder without the prior written consent from the city's designated representative.

12. Records: Consultant agrees that the City of Shelby or any of its duly authorized representatives shall have access to and the right to reproduce, at all reasonable times during the term of the Agreement and for three (3) years following the completion and acceptance of Services or the termination of Services under this Agreement, all records, documents, files and other verification of reimbursable charges and performance times charged. Consultant agrees to maintain complete and accurate records of all aspects of the Services provided hereunder. Consultant shall preserve for a period of three (3) years after completion or termination of Services hereunder all such records, documents, files and other data. Consultant shall not charge the City of Shelby for such audit access.
13. Severability: In the event that any of the provision or portions or applications thereof of this Agreement are held to be unforeseeable or invalid by any court, agency or other entity of competent jurisdiction, the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.
14. Notices: All notices and communications pertaining to this Agreement shall be addressed and properly mailed as follows:

CITY OF SHELBY

Larry Bonderud
Mayor
112 1st Street South
City of Shelby, MT 59474

CONSULTANT

Melissa Lewis
Melissa Lewis & Associates, LLC
1127 5th Avenue
Helena, MT 59601

15. Binding Effect: This Agreement shall be binding upon, apply and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
16. Applicable Laws: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Montana, excluding any conflict of law or rule which would refer construction to the laws of any other jurisdiction.
17. Agreement Constitutes Entire Agreement: This instrument contains all terms, provisions and agreements between the parties hereto concerning the services to be performed, and any oral conditions or understandings at variance with or in addition hereto are void and of no effect. No oral or written communications will be effective to alter, amend or terminate this Agreement unless in writing and signed by duly authorized representatives of the parties hereto.

18. Bankruptcy, Insolvency, Etc.: If either party is declared insolvent or bankrupt, or if a trustee is bankruptcy or a receiver is applied for either party, then and upon the happening of any of these events, non-bankruptcy party may at its option immediately with or without notice terminate and cancel this Agreement.

19. Miscellaneous: The heading and captions used herein are for convenience only and are not part of this Agreement and shall be disregarded for purposes of construction.

By execution of this letter, the parties agree to the terms set forth above and on Attachment "A" hereto.

If those terms are agreeable to you, please so indicate by signing below and returning two fully executed copies.

By Melissa Lewis

Melissa Lewis, Lewis & Associates, LLC

("Consultant")

ACCEPTED AND AGREED TO THIS 1st DAY OF Nov., 2011.

BY Larry Bonderud

Larry Bonderud, Mayor

City of Shelby, Montana

Consulting Services Agreement
The City of Shelby
Melissa Lewis & Associates, LLC
November 8, 2011

Attachment "A"

To Consulting Services Agreement

1. Represent and advocate for the interests of the City of Shelby at the state level while complying with all applicable laws, rules and regulations.
2. Identify viable state and federal grant opportunities for the city's priority projects and inform the city about program requirements.
3. Coordinate and implement state and federal grant strategies for the city's priority projects and initiatives. Position the city to be successful in its pursuit of grant funding by providing timely notice of funding availability, facilitating meetings/conference calls with program staff, drafting pre-application materials and developing project supporters, stakeholders and contributing partners.
4. Help the city develop, review, edit and submit state and federal grant applications.
5. Facilitate a working group focused on completing the Shelby Intermodal Hub and advancing efforts to resolve clearance issues along the Great Northern Corridor.
6. Enhance relationships between the City of Shelby and relevant state agencies. Monitor key state and federal staff changes and report to the city.
7. Cultivate stakeholder support for city priorities.
8. Develop and execute economic development and public relations initiatives.
9. Develop educational materials and provide content for the city's monthly newsletters at the city's request.
10. Monitor bill draft requests and state legislative initiatives and so advise the city.
11. Understand the city's position on key issues and communicate the position to state legislators, interim legislative committees, state agencies and state regulators.
12. Monitor state agency rulemaking activity for impact on the city.
13. If necessary, advance state legislation to protect the city's interests or benefit the city.
14. Advise and counsel the city with respect to the state budget.
15. Perform agreed upon ad hoc duties as requested by the City of Shelby.
16. Provide quarterly reports to the Shelby City Council and the Port Authority (2 each per year).
17. Accompany and facilitate up to two city and Port Authority staff advocacy trips to Washington, DC per year.
18. Melissa Lewis is not a registered federal lobbyist. Melissa Lewis & Associates, LLC does not provide federal lobbying services.

Consulting Services Agreement

The City of Shelby

Melissa Lewis & Associates, LLC

November 8, 2011

Attachment "B"

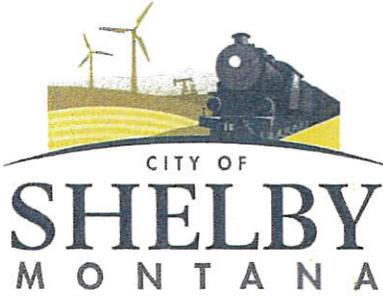
Attachment "B"

To Consulting Services Agreement

The City of Shelby List, Lewis & Associates, LLC

ONEOK and ONEOK Partners

Cablevision



Lorette Carter
Community Development
112 1st Street South
Shelby, MT 59474
(406) 424-8799
(406) 450-4067
Fax: (406) 424-8413
www.shelbymt.com

February 8, 2018

To: Area Nurseries
From: City of Shelby
Re: Bid proposal

The City of Shelby is soliciting bids for the purchase of planting materials for the Lake Sheloole Campground. The City was awarded Arbor Day Grant program funding.

Quantities will be determined after material bid prices are reviewed. I will only have \$750.00 which to purchase trees this year. The City would like a cost estimate per unit/size and transportation cost for the following:

- Autumn Blaze Maple ~ 2" BB
- Lanceleaf Poplar ~ 2" BB
- Green Ash ~ 2" BB

The bid deadline is Friday, February 23, 2017.

Please send your bid to:
Lorette Carter
City of Shelby
112 1st St. So.
Shelby, MT 59474
Fax: 406-424-8413
shbcdc@3rivers.net

If you have questions, please feel free to call me at (406) 424-8799.

Thank you,
Lorette Carter
Shelby Community Development Director