



VISION ZERO

zero deaths
zero serious injuries

Montana Department of Transportation

Great Falls District Office
200 Smelter Avenue NE
PO Box 1359
Great Falls MT 59403-1359

Steve Bullock, Governor
Michael T. Tooley, Director

Monday, March 25, 2019

Gary McDermott, Mayor
City of Shelby
112 1st Street South
Shelby MT 59474

Subject: Construction Agreement
9650000, CMDP STWD(676), Conrad-Shelby ADA Upgrades

I have enclosed two copies of Construction Agreements for and upcoming sidewalk ramp project in Shelby. Please sign both sets at your earliest possible opportunity. Be certain the City Clerk subscribes her name to the recitation and resolution and places the seal thereon for each agreement. Return both to me and I will return a copy to you upon execution.

If any changes are contemplated to the proposed Agreement, please contact me at (406) 454-5900 before any changes are made. If changes are made to the proposed Agreement without the Department's prior written approval, it will likely result in the Department's non-concurrence to the changes and the project being withdrawn from engineering.

Christie McOmber
Great Falls Projects Engineer
cmcomber@mt.gov

copies: Doug Wilmot, District Administrator-Great Falls

Construction and Maintenance Agreement

CMDP STWD(676)

Conrad-Shelby ADA Upgrades

UPN 9650000

This Agreement by and between the City of Shelby (City), and the Montana Department of Transportation (MDT, Department, or State), establishes the responsibilities and duties of the parties in respect to project activities on a portion of Oilfield Avenue and Main Street located within the City of Shelby, Montana.

Whereas, the construction will be accomplished through Uniform Project Number 9650000, Federal-Aid Project Number CMDP STWD(676), titled Conrad-Shelby ADA Upgrades (Project) located along U.S. Highway 2 (N-1, Main Street) from Adams Avenue to 5th Avenue; at Montana Avenue, Second Avenue (Maple Avenue) and Division Street; and on (P-67) Coyote Pass/Oilfield Avenue from the intersection of 5th Street to 7th Street; and

Whereas, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the City and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the project to remain eligible for state and/or federal funding; and,

Whereas, the Project lies on the designated Primary and National Highway System under the jurisdiction of the Montana Transportation Commission and MDT as per Mont. Code Ann. 60-2-110; and,

Whereas, Congestion Mitigation and Air Quality funds (CMAQ) will be used for the construction of the project; and

Whereas, the City and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

Whereas, the City desires to have the Project constructed, the City deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in Agreement;

Now, therefore, the parties agree as follows:

ARTICLE I. GENERAL OBLIGATIONS OF MDT

1. MDT will design and award a Contract to construct the Project.
2. MDT will provide the City opportunities to participate in the Project's development, including invitation to the final inspection of the project.
3. MDT will maintain the roadway surface, including pavement repair, pavement preservation, and snowplowing, and will maintain all features, including signals (if present) and non-decorative roadway lighting, within the roadway prism unless otherwise noted herein.

4. If the City does not fulfill any maintenance requirements stated herein, MDT may complete the required maintenance and seek compensation from the City. In doing so, MDT must first provide notice to the City allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the City.
5. For any maintenance requirements that are the obligation of the City, as stated herein, MDT may complete any maintenance required due to a public emergency and seek compensation from the City for any costs incurred. In doing so, MDT may first provide notice to the City, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the City.
6. MDT is the issuing authority for all future encroachment and approach permits.

ARTICLE II. GENERAL OBLIGATIONS OF THE CITY

1. The City agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
2. The City will provide appropriate and timely input during the Project's development.
3. The City will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the project.
4. The City, at its sole expense, will maintain the City signs installed as part of this project. For the purposes of this Agreement, "maintenance of signs", is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, the wind, or other means.
5. The City agrees no fixture, building, structure, or other permanent installation other than those approved by MDT shall be constructed or placed within MDT right-of-way without prior written approval from MDT.
6. Unless specified otherwise herein, the City agrees it will fund any additional costs MDT may incur on future MDT projects due to any amenities the City places in the MDT right-of-way.
7. The City agrees that any City-performed maintenance that occurs within MDT right-of-way must be reviewed and approved by the appropriate MDT District Maintenance Office prior to initiation of the maintenance.

ARTICLE III. PROJECT-SPECIFIC FEATURES

1. Sidewalks

- a. Upon completion of the Project by the State and its Contractor, the City agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay the cost of operating the sidewalk within the project limits, such that it does not negatively impact the operation of the sidewalk or the safety of the traveling public. If all or part of the Project becomes unsafe for use, the City agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, "maintenance of a sidewalk" is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged sidewalk; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments to safe pedestrian travel; and any and all other normally accepted maintenance practices.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Term – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. Termination – This Agreement may be terminated by MDT if the City violates or breaches any term, condition, or article of this Agreement and the City has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the City's representative, of such violation or breach of any term, condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without City or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the City.
3. Other Agreements – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. Hold Harmless & Indemnification
 - a. The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account

of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

- b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.

5. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The City must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the City will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.49% for fiscal year 2019 (July 1, 2018 to June 30, 2019). If the work occurs or extends into fiscal year 2020 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:
City of Shelby
112 1st Street South
Shelby, MT 59474
- ii. Payments shall be made to:
Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue -- This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.

9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.

10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.

11. Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT’s detailed drawings, 608 series.
13. Audit – The City grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the City maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Representatives
 - a. City’s Representative: The City’s Representative for this Agreement shall be the City Manager or designee or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City’s Representative is not available, MDT may direct its communication or submission to other designated City personnel or agents.
 - b. MDT’s Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT’s Representative; provided, however, that in exigent circumstances when MDT’s Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.

17. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the City's authorized representative on behalf of the City, has signed and affixed hereto the seal of the City.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____
Montana Department of Transportation Date _____

Approved for Legal Content

Approved for Civil Rights

CITY OF SHELBY

(Seal and Attest)

Jade Goroski
Chief Finance Officer

Gary McDermott
City Mayor

Date

Bill Hunt
City Attorney

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital
status, pregnancy, childbirth, or medical
conditions related to pregnancy or childbirth,
religion/ creed, social origin or condition,
genetic information, sex, sexual orientation,
gender identification or expression, national
origin, ancestry, age, disability mental or
physical, political or religious affiliations or
ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
 - Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
 - Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.
- (8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Jade Goroski

From: McOmber, Christie <cmcomber@mt.gov>
Sent: Monday, February 25, 2019 4:19 PM
To: Jade Goroski
Subject: construction agreements

Thanks for returning my call this afternoon. You expressed that the city is not willing to assume liability for the sidewalks and expressed concerns that MMIA may have with the insurance. I will follow up with our legal. FYI – we have existing agreements in place that do 'delegate' the responsibility for maintenance of sidewalks along these routes to the city. Liability is not specifically addressed.

5765 Shelby East
5770 Shelby North

SHELBY

**CONSTRUCTION AGREEMENT
STATE-MAINTAINED ROUTE**

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called the State, and the City of Shelby, a Montana municipal corporation, hereinafter called the City.

WITNESSETH THAT:

I. WHEREAS, the State proposes to construct and/or reconstruct a certain highway in and through the City, the construction being known as Federal Aid Project No's STPP 67-1(4)0 (Shelby North) and NH 1-4(31)278 (Shelby-East), and

WHEREAS, the construction will be over and upon Primary Highway 67 from RP 0.466 to 1.812 to include pavement milling, overlay, seal and cover and over and upon NHS Highway 1 from RP 278.09 to 280.02 to include pavement milling, overlay, seal and cover and improved ADA ramps, and

(9) The City shall maintain or cause to be maintained the sidewalks bordering the project.

RECEIVED
DEPARTMENT OF HIGHWAYS

CITY

90 APR 18 AM 7:13 C O N S T R U C T I O N A G R E E M E N T

GREAT FALLS

THIS AGREEMENT, made and entered into, by and between the State of Montana, acting by and through its Department of Highways, hereinafter called the State, and the City of Shelby, a Montana municipal corporation, hereinafter called the City.

W I T N E S S E T H:

THAT, WHEREAS, the State proposes to construct and/or reconstruct a certain highway in and through the City, said construction being known as Federal Aid Project No. F 1-4(12)279, and

WHEREAS, said construction will be over and upon Main Street beginning at the intersection with Fifth Avenue and extending southeast to Station 33+78.4 near the Burlington Northern Railroad tracks, and

City.

(9) The City shall maintain or cause to be maintained the sidewalks bordering the project.

RECEIVED
DEPARTMENT OF HIGHWAYS

City

90 APR 18 AM 7:13

C O N S T R U C T I O N A G R E E M E N T

GREAT FALLS

THIS AGREEMENT, made and entered into, by and between the State of Montana, acting by and through its Department of Highways, hereinafter called the State, and the City of Shelby, a Montana municipal corporation, hereinafter called the City.

W I T N E S S E T H:

THAT, WHEREAS, the State proposes to construct and/or reconstruct a certain highway in and through the City, said construction being known as State Project RTF 67-1(1)0, and

WHEREAS, said construction will be over and upon the Interstate 15 Business Route beginning at the intersection with Main Street and extends north to the city limits, and

(9) The City shall maintain or cause to be maintained the sidewalks bordering the project.

Jade Goroski

From: McOmber, Christie <cmcomber@mt.gov>
Sent: Monday, February 25, 2019 5:01 PM
To: Jade Goroski
Subject: FW: City-MDT MOA Indemnity/Insurance language

Please see comments from our legal below. It would be beneficial for you to discuss concerns with the League of Cities or the MMIA rep as they could explain the background that led to this language in our agreements. The agreed language is provided below. If you find discrepancies in the language in the two agreements you have, I would be more than happy to replace the language in accordance with that agreed to below. I will give you some time to review and check back with you later.

Please call if you have any concerns – Thanks ☺

Christie McOmber, P.E.
Great Falls District Projects Engineer
cmcomber@mt.gov
406-454-5900

From: Grell Morris, Carol <cgrellmorris@mt.gov>
Sent: Monday, February 25, 2019 4:42 PM
To: McOmber, Christie <cmcomber@mt.gov>
Subject: City-MDT MOA Indemnity/Insurance language

Christie—

Below is the Indemnity and Insurance language which was agreed to by MDT and the League of Cities for MOAs. As we discussed, the MMIA CEO Alan Hulse and the League of Cities Director Tim Burton and Deputy Director Kelly Lynch were all involved in crafting this language. The League circulated the language to all members last fall, and all comments were considered and incorporated by the League and MDT. Please double check that this is the specific language in the Shelby agreements.

As far as the concern that the City should not maintain sidewalks in MDT ROW, the sidewalks are being built by MDT at the City's request and for its benefit, but of course if Shelby does not want MDT to pay for and build the sidewalks, that can certainly be discussed. MDT has been requiring a maintenance agreement for facilities built in its ROW for several years now, and all Montana cities which accept MDT projects, must in turn agree to the maintenance of facilities built for the city's benefit and at their request.

Please encourage the Shelby representative to talk with the League of Cities staff (Tim Burton or Kelly Lynch) or the MMIA CEO Alan Hulse if he has questions on the indemnity and insurance, or on the entire on-going discussions regarding facilities built within MDT ROW.

1. Hold Harmless & Indemnification

The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable

attorney fees) arising in favor of or asserted by the City's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

The State and Department of Transportation agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.

2. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The City must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

Thanks for following up on these Agreements.

Carol



VISION ZERO
zero deaths
zero serious injuries

Carol Grell Morris
Staff Attorney
Montana Department of Transportation
406-444-7649 | cgrellmorris@mt.gov



RECORD

Obituaries

Louise (Bingham) Bingham

Louise Bingham, 89, passed away on Wednesday, March 19, with her loved ones at her hands.

A memorial service will be held at 10 a.m., Thursday, March 21, at the Shelby Community Methodist Church, 512 St. S., Shelby. The service will be held at 10 a.m., April 5, at the Memorial Cemetery, Helena.

Dr. Kalispell, Dr. Kalispell, will be laid to rest in her beloved ranch. Funeral arrangements handled by the funeral home.

Visitors at their ranch were welcome and some of Beva's fondest memories included family visits with the grandchildren and great grandchildren. Cooking, canning, gardening, accounting and other ranch tasks kept Beva busy during her ranching years, though she still managed to crochet afghans and sew quilts for each family member. One ingenious way she squeezed a little more out of her days was her habit of crocheting afghans during the hour-long drives to town. Beva moved off the ranch in 1996 after Nelson passed away, into a home in Shelby that she and Nelson



Gayle Larson Moon

Gayle Larson Moon, age 64, of Helena, passed away Friday, March 15, 2019.

The family will receive friends from 4 p.m. to 6 p.m. on Sunday, March 24, at the Downstairs at the Brewhouse, 939 N. Getchell Street, in Helena.

A memorial service celebrating Gayle's life will be held at 11 a.m. on Monday, March 25, at St. Paul's United Methodist Church, 512 Logan Street, in Helena. A light reception will follow the service in the fellowship hall of the church.

Gayle's complete obituary will be included in next week's paper. Please visit www.aswfuneralhome.com or <http://www.aswfuneralhome.com> to offer a condolence to the family or to share a memory of Gayle.

Roger D. Fowler

Funeral services for Roger D. Fowler will be held Saturday, March 30, at 4 p.m., at St. Luke's Lutheran Church in Shelby. Reception to follow at the Elks Club.

Ruth W. Hatch

Ruth W. Hatch, 96, of Cut

MDOT proposes upgrades to intersections in Shelby, Valier

The Montana Department of Transportation (MDT) is notifying the public and seeking comments on a proposal to upgrade intersections in various northcentral Montana communities with Americans With Disabilities Act (ADA)-compliant pedestrian facilities.

The communities receiving the upgraded ADA-compliant facilities include Shelby, Fairfield, and Rudyard located in Toole, Teton and Hill counties, respectively, and Conrad and Valier in Pondera County.

This project includes upgraded ADA-compliant facilities along the following routes:

• In Shelby, the intersection upgrades are located along U.S. Highway 2 (Main Street) from Adams Avenue to 5th Avenue; at Montana Avenue, Second Avenue (Maple Avenue) and Division Street; and on Coyote Pass/Oilfield Avenue from the intersection of 5th Street to 7th Street.

• In Valier, the intersection upgrades are located along Montana Street from Teton Avenue to Railroad Avenue.

Proposed work includes upgrading existing sidewalk ADA ramps at intersections and replacing portions of sidewalk between intersections. Several locations on 4th Avenue South in Conrad will require select tree removal work.

The purpose of the project is to upgrade

existing ADA facilities to meet current standards and improve pedestrian accessibility.

This project is funded by the Congestion Mitigation and Air Quality Improvement Program funding and is intended to make sidewalk access more attainable for all pedestrians.

The project is tentatively scheduled to begin construction in summer of 2019 and completed in the spring 2020, depending on completion of all project development activities and availability of funding. New right-of-way is not anticipated but some construction permits may be necessary for the project.

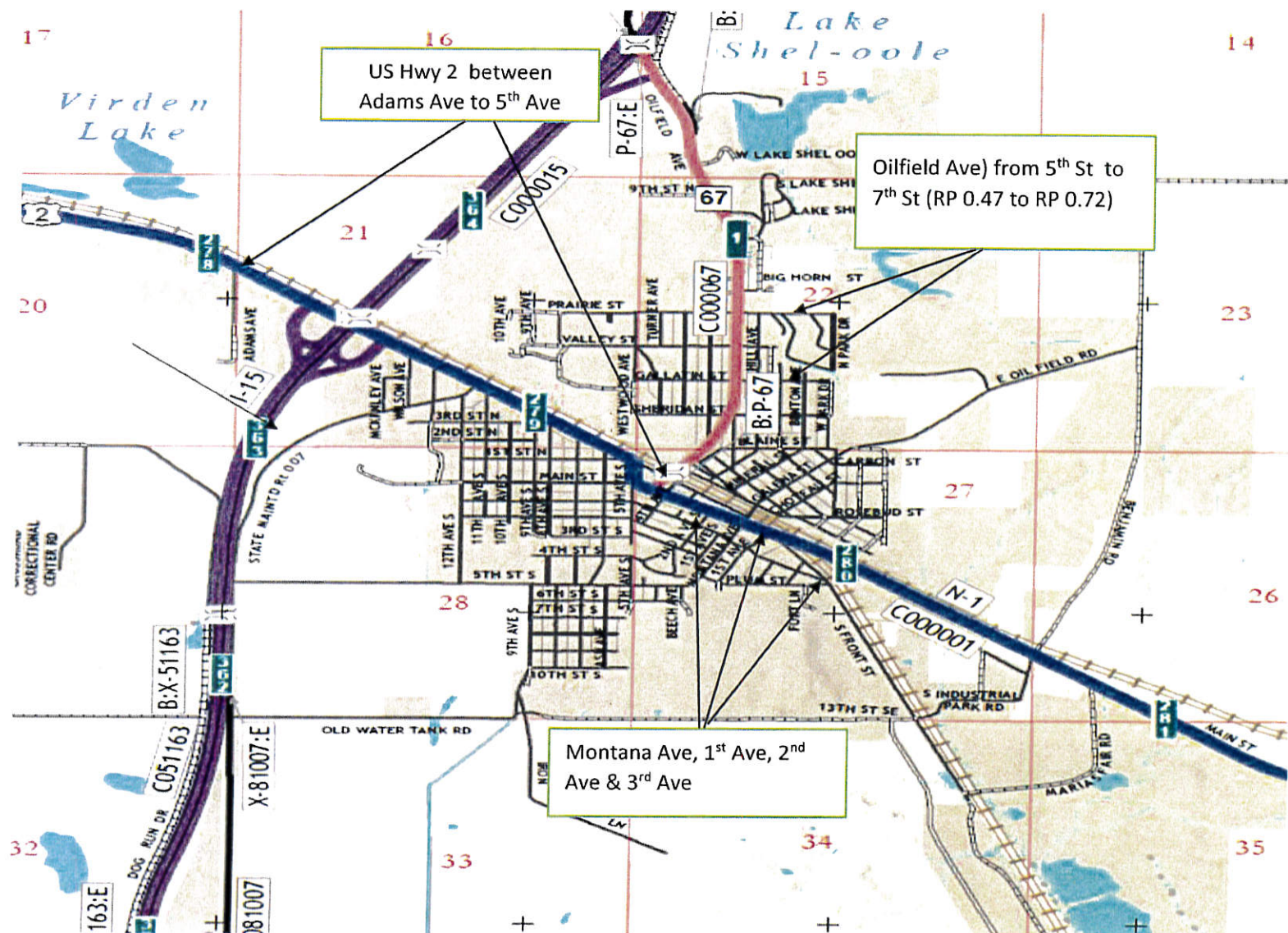
For more information, please contact Great Falls District Preconstruction Engineer Steve Prinzing 454-5880 or Engineering Contract Specialist Suzy Price at 444-6211. Members of the public may submit written comments to the Montana Department of Transportation Great Falls office at PO Box 1359, Great Falls, MT 59403-1359, or online at: mdt.mt.gov/mdt/comment_form.shtml.

Please note that your comments are for project UPN 9650000. Alternative accessible formats of this information will be provided upon request by contacting Alice Flesch, Human Resources and Occupational Safety Division, P.O. Box 201001, Helena, MT 59620; 444-9229; TTY (800) 335-7592; fax 444-7243, or e-mail to aflesch@mt.gov.

Sheriff's Log

Tuesday, March 12

cerned about the house Dispatch advised would send



SHELBY

ATTACHMENT E - SCOPE OF WORK MATRIX

SHELBY

ALL AREAS ARE APPROXIMATE

P-67 (Coyote Pass)

south to north route

Notes:

Cross Street	Ramps				SW	C&G	Comments/Existing Features	
	NW	NE	SW	SE				
Gallatin (5th St N)		2	2	2				Ponding issue-maybe Valley Gutter Close to bus dropoff for school
Valley St	2	2	2	2				
7th St N	2	2	2	2				
Sub-Total	4	6	6	6				
Totals P-67	22							

Highway 2

Cross Street	Ramps				SW	C&G				
	NW	NE	SW	SE						
Adams Ave.				1						Sidewalk doesn't continue after this street.
Shopko/Best Western			1	1						
SW Ramp			3	3						
SE Ramp			3	3						
MDT Shop Approach		*								*Need new approach at MDT Shop
Wilson Ave.			1	1						
Harding Ave.			1	1						

[illegible]

Total Ramps-Main Street		19							
Total Ramps Shelby:		78							
P-67 Mid-block sidewalk and approach replacement:		0							
P-67 Mid-block curb and gutter replacement:		0							
HW 2 Mid-block sidewalk and approach replacement:		0							
HW 2 Mid-block curb and gutter replacement:		0							
Main Street Mid-block sidewalk and approach replacem		0							
Main Street Mid-block curb and gutter replacement:		0							


MARK'S TIRE & ALIGNMENT

BOX 628
SHELBY, MT 59474

Estimate

Date	Estimate #
5/17/2019	117

Name / Address
SHELBY, CITY OF 112 1ST ST. SO. SHELBY, MT 59474

			Project
Description	Qty	Cost	Total
33.25-35 633D CAT scraper tire 38ply	4	7,500.00	30,000.00
Labor to Dismount and Mount -Rate \$100 per/hour			
Thank you  Shannon McAllister			
		Total	\$30,000.00

NORTHWEST PIPE FITTINGS, INC.

Servicing Montana and Wyoming Since 1957

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FAX (406) 248-8072

P.O. BOX 4163

1901 MEADOWLARK
BUTTE, MT 59701
PHONE (406) 494-2120
FAX (406) 494-3767

404 17TH AVENUE N.E.

GREAT FALLS, MT 59404
PHONE (406) 727-8843
FAX (406) 454-1743

1780 MT HWY 35 EAST

KALISPELL, MT 59904
PHONE (406) 752-6562
FAX (406) 752-6553

380 FLOSS FLATS RD.

BELGRADE, MT 59714
PHONE (406) 388-2045
FAX (406) 388-2083

34930 HWY 23

SIDNEY, MT 59270
PHONE (406) 630-5120
FAX (406) 630-5125**NOT FOR SHIPPING
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QUOTE NO. 339370

QUOTE TO

80080

CITY OF SHELBY

ATTN: WATER DEPT

112 1ST ST SO

SHELBY, MT 59474-1954

QUOTE DATE	TO DATE	JOB REFERENCE	FOB	TERMS	PREPARED BY
05/30/19	05/30/19	METER ORDER		NET 30	KOLBY DINIUS-LECOURE

(WM) WATER METERS

PART#	QTY	DESCRIPTION	UNIT	PRICE	EXT. PRICE
2021222	6	5/8" X 3/4" PROCODER R900I INSIDE GAL METER ED2B11RPDG11	EA	\$251.12	\$1,506.72
2022425	1	EU2E2G1 2" X 17" MACH 10 R900I GALLON METER	EA	\$899.00	\$899.00

Segment Total \$2,405.72

We are pleased to quote you on the above material

All quotes are subject to Northwest Pipe Fittings "Terms of Sale"

Quoted prices are subject to change after the "TO DATE" above.

Segments Total \$2,405.72**Tax Total \$0.00****Quotation Total \$2,405.72**

CITY OF SHELBY GRANT REQUESTS AND GRANT FUNDING

5/23/2019

#	Submitted	Funding Source	Description of Project	Amount Requested	Award Announcement Date	Amount Received
1		Arbor Day Grant-2004	Forestry Program-Lake Sheloole	\$ 400.00	March, 2005	\$ 400.00
2		Arbor Day Grant - 2005	Forestry Program-Williamson Park	400.00	March, 2005	400.00
3		Bikes Belong Grant	Roadrunner Recreation Trail	10,000.00	May, 2005	-
4		Boys & Girls Club OJP Grant	Start up grant	65,000.00	April, 2005	20,000.00
5		Bureau of Reclamation Drought Funding	Replacement of water well	32,760.00	May, 2005	32,760.00
6		CTEP	Roadrunner Recreation Trail	37,990.00	Open cycle	37,988.00
7		EPA - Brownfield Cleanup Grant - Bitterroot School	Hazardous Substance Cleanup	200,000.00	May, 2005	-
8		EPA - Brownfield Cleanup Grant - Meadowlark School	Hazardous Substance Cleanup	169,694.00	May, 2005	-
9		EPA - Brownfield Cleanup Grant - Middle School	Hazardous Substance Cleanup	200,000.00	May, 2005	200,000.00
10		EPA - Brownfield Revolving Loan Fund - Middle School	Hazardous Substance Cleanup Continuation	312,830.00	May, 2005	-
11		Firefighter's Grant	Vehicle Acquisition	229,900.00	Fall 2005	229,900.00
12		Ford Foundation	Boys & Girls Club		May, 2005	
13		Heritage Bank Foundation	Boys & Girls Club	1,500.00		-
14		Live Oak Foundation	Toole County Community Theatre	20,000.00	July, 2005	-
15		M.J. Murdock Charitable Trust	Shelby Learning Center - Capital Improvements		Open cycle	
16		MT Fish, Wildlife & Parks Recreation Trails Program	Roadrunner Recreation Trail	75,000.00	Sept, 2005	31,500.00
17		National Register of Historic Places	Listing of Shelby Visitor Information Center	-	June, 2005	
18		NRA Foundation	Shelby Gun Museum	15,000.00	Spring 2005	-
19		Qwest Foundation	Shelby Learning Center - Capital Improvements	50,000.00	April, 2005	-
20		RUS Distance Learning Program (Assisted School District)	Technical Assistance Grant	62,691.00	Fall 2006	-
21		Steele-Reese Foundation	Boys & Girls Club	26,000.00	June/July, 2005	-
22		Three Rivers Telephone	Boys & Girls Club (weekly on-line article submission)	375.00	January, 2005	375.00
23		Tony Hawk Foundation	Shelby Skatepark	25,000.00	May, 2005	-
24		UCF Program Development Grant 2004	Community Forestry Program - Lake Sheloole	1,700.00	October, 2004	1,700.00
25		UCF Program Dev. Grant 2005	Wild Turkey Tree & Turf Farm	1,500.00	June, 2005	1,500.00

CITY OF SHELBY GRANT REQUESTS AND GRANT FUNDING

5/23/2019

#	Submitted	Funding Source	Description of Project	Amount Requested	Award Announcement Date	Amount Received
26		UCF Program Dev. Grant 2005	Tree planting – Williamson Park	1,500.00	June, 2005	1,500.00
27		Verizon Foundation	Shelby Learning Center	10,000.00	Winter 2005	-
28		Water 2025: Preventing Crises & Conflict in the West	Water well and transmission line replacement	299,840.00	July, 2005	-
29		Montana Dept. of Transportation	Planning grant for Sweetgrass Transit	24,000.00	April, 2005	24,000.00
30		Fort Dodge Co.	Funding- Animal Spaying/Neutering	1,200.00	Open cycle	-
31		Marias Valley Archers	Funding for range improvements	8,100.00	Sept., 2005	8,100.00
32		Kellogg Foundation	Letter of Inquiry for Golden Triangle Enterprise Facilitation Program	-		-
33		MDU Resources	General Grant Request for Shelby Learning Center	-	Sept., 2005	-
34		Juvenile Justice Accountability Block Grant	Request for community service coordinator/ assistance in funding for ACT Program participants	14,157.00	Fall 2005	-
35		Community Tourism Assessment Grant Program	Grant to assess community needs – tourism related	15,000.00	Fall 2005	-
36		Lumina Foundation	Request for funding Boys & Girls Club site	6,500.00	Open Cycle	-
37		MS Foundation	Funding for power pool lift	3,000.00	Open Cycle	-
38		Targeted Brownfields Assessment Grant	For additional sampling of Middle School site	-		3,000.00
39		2005 Urban Forestry Excellence Award	Nomination of Mayor Bonderud and the City of Shelby	1,000.00		1,000.00
40		ShopKo Foundation	Funding for Boys & Girls Club		Dec., 2005	
41		CDBG Planning Grant	For assessment of fuel distribution, bio-diesel plant, mini-refinery and egg production facility	15,000.00	Oct, 2005	10,000.00
42		Paul Allan Foundation	Letter of Inquiry for funding of Shelby Learning Center	-		-
43		Dept. of Homeland Security Fire Safety Grant	Grant for fire prevention and safety educational campaign	13,183.00	Dec, 2005	-
44		CDBG Housing & Neighborhood Renewal Grant	For acquisition, demolition and infrastructure for 10 new homes for low to moderate income families	480,000.00	Feb., 2006	480,000.00
45		Neighborhood Housing Services	10 home development for low to moderate income families	800,000.00	Feb., 2006	800,000.00
46		Brownfields Cleanup Grant	For the Shelby Refinery Site	199,610.00	Feb., 2006	-

CITY OF SHELBY GRANT REQUESTS AND GRANT FUNDING

5/23/2019

#	Submitted	Funding Source	Description of Project	Amount Requested	Award Announcement Date	Amount Received
47		Brownfields Revolving Loan Fund	Loan/grant program for brownfields sites within Shelby	1,000,000.00	Feb., 2006	-
48		Arbor Day 2006	For Arbor Day project	400.00	Jan., 2006	400.00
49		Building Rural Communities Grant	For design of the Toole Co. Community Theatre area of historic Shelby High School	3,500.00	Feb., 2006	-
50		Town Pump Charitable Foundation	For air packs for the Initial Response Team for fire dept.	10,341.00	Spring	3,000.00
51		Qwest Foundation	For adult/satellite learning level at Historic Shelby High	50,000.00	May, 2006	-
52		Town Pump Charitable Foundation	Letter of inquiry for support of the Boys & Girls Club of Toole County	10,000.00	May, 2006	-
53		Charles M. Bair Family Trust	Capital funds for renovation of Boys & Girls Club level-HSH	10,000.00	June, 2006	-
54		Siebel Foundation	Letter of inquiry for renovation of Historic Shelby High	-	Open cycle	
55		Planet Dog Foundation	Funding for CCA Canine Companions for Independence	2,000.00	Summer 2006	-
56		Three Rivers	Funding for Champions Park	5,000.00	February, 2006	1,500.00
57		Paul G. Allen Family Foundation	Reapplying for funding for Boys & Girls Club level of Historic Shelby High	100,000.00	June, 2006	-
58		MJ Murdock	Boys & Girls Club	250,000.00	Sept., 2006	-
59		Department of Homeland Security	AFG Grant for fitness and wellness program for fire department	12,404.00	Fall 2006	-
60		2006 Forestry Excellence Award	Forestry program	1,000.00		1,000.00
61		TSEP Grant	Funding for water infrastructure improvements	750,000.00	July, 2007	750,000.00
62		RRGL Grant	Funding for water infrastructure improvements	100,000.00	July, 2007	100,000.00
63		CDBG Public Facilities Grant	For the Head Start facility	450,000.00	Fall 2006	-
64		HOME Grant	Housing Rehabilitation	167,068.00		167,068.00
65		Fish, Wildlife & Park Trails Program	Continuation of Roadrunner Recreation Trail	35,000.00	Fall 2006	30,000.00
66		CDBG Planning Grant	Marias Food Park	15,000.00	Fall 2006	15,000.00
67		TIIP Grant	Champions Park	57,000.00	Fall 2006	-
68		MT Cultural Trust Grant	Champions Park	45,000.00	Spring 2007	8,000.00
69		Innovation in American Government Award	Tri-City Interlocal	-		-

CITY OF SHELBY GRANT REQUESTS AND GRANT FUNDING

5/23/2019

#	Submitted	Funding Source	Description of Project	Amount Requested	Award Announcement Date	Amount Received
70		Growth Through Ag Grant	Feasibility Study and Business Dev. Plan for Pork Processing Facility	50,000.00	Fall	50,000.00
71		Rural Needs Assessment Grant	Assess nutritional and physical activity of community	4,000.00	Fall	4,000.00
72		Growth Through Ag Grant	Feasibility Study for Beef Processing Facility	15,000.00		-
73		Targeted Brownfields Assessment	Shelby refinery site specific work	186,147.29	Completed November, 2006	50,000.00 186,147.29
74		Brownfields Cleanup Grant	Shelby refinery site	199,610.00	May, 2007	199,610.00
75		Brownfields Revolving Loan Fund	Brownfields sites	1,000,000.00	May 2007	-
76		Safe Routes to Schools	Non-infrastructure projects	2,155.00	Spring 2007	2,155.00
77		Safe Routes to Schools	Infrastructure projects	179,896.51	Spring 2007	50,000.00
78		PPL Montana	Champions Park	10,000.00	Spring 2007	-
79		Better Govt. Competition	Tri-City Interlocal	-	Spring 2007	-
80		Take Action	TCCF Youth Program	2,805.00	Summer 2007	-
81		Arbor Day 2007	Forestry program	400.00	Awarded	400.00
82		CBDG Planning Grant	Downtown Solutions Next Steps	15,000.00	Summer 2007	15,000.00
83		Opportunity Link	PRO region funding	30,000.00	June 2007	30,000.00
84		21 st Century	After school program	-	June 2007	-
85		CDBG Public Facilities Grant	Sewer line improvements	450,000.00	Summer 2007	-
86		FWP Urban Trail Grant	Roadrunner Rec. Trail	35,000.00	Summer 2007	35,000.00
87		Dept. of Homeland Security (resubmitted)	Health and Wellness fitness equipment	12,404.00	Summer 2007	-
88		5309 Discretionary Grant	Bus acquisition for Northern Transit Interlocal	75,000.00	Summer 2007	75,000.00
89		RRGL Planning Grant	Planning Grant for wastewater system – wetland with bentonite	15,000.00	Summer 2007	5,000.00
90		TSEP Planning Grant	Planning Grant for wastewater system – wetland	15,000.00	Fall 2007	15,000.00
91		Growth Through Ag	North West Pork Processing Plant	-	Sept. 2007	-
92		Tourism Infrastructure Investment Program (TIIP)	Champions Park	57,000.00	Sept. 2007	-
93		PPL Montana	Champions Park	10,000.00	Fall 2007	-
94		Hamburger Helper Foundation	21st Century Comm. Learning Center	15,000.00	Oct-07	-
95		Brownfields Revolving Loan Fund	Brownfields Revolving Loan Fund	1,000,000.00	May, 2008	-
96		2008 Arbor Day Grant	Forestry Program-Aronow/Trail	1,000.00	June, 2008	1,000.00
97		2008 DNRC Urban Forestry Grant	Forestry - Tree & Turf Farm	12,500.00	June, 2008	6,000.00

CITY OF SHELBY GRANT REQUESTS AND GRANT FUNDING

5/23/2019

#	Submitted	Funding Source	Description of Project	Amount Requested	Award Announcement Date	Amount Received
98		American Humane Association	Funding for Animal Control Dept. improvements	3,900.00	July, 2008	-
99		Congressional Appropriations	Port of Northern MT Energy Park	-		-
100		Congressional Appropriations	Wastewater Infrastructure	-		-
101		Department of Homeland Security	Tanker/Tender Truck	210,000.00	Summer, 2008	-
102		Heart & Soul	Community Visioning Process	44,000.00	Summer, 2008	-
103		TSEP	Wastewater Infrastructure	750,000.00	July, 2009	750,000.00
104		RRGL	Wastewater Infrastructure	100,000.00	July, 2009	100,000.00
105		Safe Routes to Schools	2008 Infrastructure Improvements	50,000.00	May 2008	50,000.00
106		Safe Routes to Schools	2008-09 Non infrastructure	5,200.00	June, 2008	5,200.00
107		MT Fish, Wildlife & Parks Recreation Trails Program	3rd phase of trail funding	35,000.00	Fall, 2008	28,268.00
108		Montana Cultural Trust	TIIP for Champions Park	45,000.00	Fall, 2008	5,000.00
109		TIIP Grant	MT Cultural Trust -Champions Park	57,000.00	Fall ,2009	-
110		2008 Urban Forestry Excellence Award	Excellence Award	1,000.00	October	1,000.00
111		Montana Main Street Affiliate Program	Affiliate member to the Main St. Program (membership approved)	-	Fall, 2008	
112		2009 Urban Forestry Grant Application	Wild Turkey Tree & Turf Farm	6,000.00	Spring 2009	6,000.00
113		Northern Montana Brownfields Coalition	Regional Brownfields Assessment Grant	500,000.00	Spring 2009	-
114		2009 Arbor Day Grant	Forestry Program-Aronow/Trail	1,000.00	Spring 2009	1,000.00
115		Resource Dev. Planning Grant	Shelby Refinery site	50,000.00		50,000.00
116		DNRC Reclamation & Dev. Grant	Shelby Refinery site	300,000.00	Spring 2009	300,000.00
117		Safe Routes to Schools	2009 Infrastructure projects	49,993.00	Spring 2009	49,993.00
118		Safe Routes to Schools	2009 Non-infrastructure projects	2,700.00	Spring 2009	2,700.00
119		EDA Economic Investment Assistance	Update to Growth Policy/CPRI	20,000.00		20,000.00
120		FWP Shooting Sports Grant	Shelby Shooting Sports Complex	141,066.00	Summer 2009	-
121		CDBG Planning Grant	Champions Park	15,000.00	Summer	15,000.00
122		TIIP Grant	Champions Park	50,000.00	Fall 2009	-
123		CTEP	Trail- Galena Street	-	Fall 2009	
124		Urban Forestry Prog. Dev. Grant	Wild Turkey Tree & Turf Farm	4,500.00	Fall 2009	4,500.00
125		2009 Urban Forestry Grant Application	Excellence Award	1,000.00		1,000.00
126		Preservation Grant	Rainbow Hotel windows/roof	238,342.00	Spring 2010	-
127		2010 Arbor Day Grant Application	Arbor Activities	1,000.00	Spring 2010	1,000.00
128		MFWP Trail Grant	Roadrunner Trail 4th phase	35,000.00	Fall 2009	28,000.00
129		2010 Tree City USA	Recertification	-	Spring 2010	-

CITY OF SHELBY GRANT REQUESTS AND GRANT FUNDING

5/23/2019

#	Submitted	Funding Source	Description of Project	Amount Requested	Award Announcement Date	Amount Received
130		2010 Safe Routes to School	2010 Infrastructure projects/non-infrastructure	4,500.00	Spring 2010	4,500.00
131		TIGER Grant	Intermodal HUB	12,000,000.00	Feb-10	10,000,000.00
132		DEQ - AARA	Recycling Grant	18,900.00	Spring 2010	18,900.00
133		SRTS	Sidewalk improvements	50,000.00	Spring	50,000.00
134		3 Rivers Grant	Champions Park	1,500.00	Spring 2010	1,500.00
135		EECBG Grant	HSH boiler, insulation, roof repair	298,137.04	Spring	298,137.04
136		MDT Technical Assistance Grant	CommunitySafety Plan	-	Spring	approved
137		TSEP	West interceptor Project ~ Sewer	750,000.00	2011 Legislative	750,000.00
138		RRGL	West interceptor Project ~ Sewer	100,000.00	2011 Legislative	100,000.00
139		MFWP Shooting Grant	Toole County Shooting Sports Prog.	46,924.00	Jul-10	46,924.00
140		FWP Urban Trail Grant	Roadrunner Trail 5th phase	35,000.00	Fall	35,000.00
141		Northwestern Energy	Champions Park	10,000.00	Fall	500.00
142		US Bank	Champions Park	5,000.00	Fall	1,000.00
143		DNRC Urban Forestry Dev. Grant	Public land maintenance	19,000.00	Fall	4,500.00
144		DNRC Reclamation & Dev. Grant	Shelby Refinery site	300,000.00	Nov-10	300,000.00
145		DNRC Arbor Day Grant	Forestry	1,000.00	Spring	1,000.00
146		Safe Routes to Schools	Infrastructure projects	56,062.00	Spring 2011	-
147		Safe Routes to Schools	Non-infrastructure projects	24,460.00	Spring 2011	5,130.00
148		DEQ Hub & Spoke Grant	Regional Recycling	25,000.00	Summer 2011	25,000.00
149		EDA Public Works Grant	HUB rail expansion	320,000.00	Fall 2011	320,000.00
150		Urban Forestry Excellence Award	Master plan for Business Dist.	1,000.00	Fall 2011	1,000.00
151		Tourism Infrastructure Investment Program (TIIP)	Champions Park	33,350.00	Fall 2011	-
152		RD Housing Preservation Grant	Multi-family rehabilitation asst.	30,522.00	Fall 2011	30,522.00
153		Urban Forestry Dev. Grant	Public land maintenance	750.00	Fall 2011	750.00
154		3Rivers Communications	Comm.Enhancement Champions Park	2,500.00	Winter 2011	1,200.00
155		Foundations for Rural Services	Champions Park	5,000.00	Winter 2011	-
156		EPA Brownfields Cleanup Grant	Rainbow Hotel windows/roof	200,000.00	Spring 2012	200,000.00
157		Safe Routes to Schools	Westwood Sidewalk Project/education	50,000.00	Spring 2012	2,900.00
158		Town Pump Charitable Foundation	Shelby Recycling Association	750.00		750.00
159		Northwestern Energy	Champions Park	500.00		500.00
160		LWCF	Shelby Splash Park	75,000.00	Summer 2012	75,000.00
161		TSEP -	Storm water drainage project	625,000.00	Summer 2012	

CITY OF SHELBY GRANT REQUESTS AND GRANT FUNDING

5/23/2019

#	Submitted	Funding Source	Description of Project	Amount Requested	Award Announcement Date	Amount Received
162		MT Fish, Wildlife & Parks Recreation Trails Program	Trail sealing & signage	9,000.00	Fall 2012	8,100.00
163		TIIP Grant	Champions Park	47,770.00	Fall 2012	47,770.00
164		Intermountain West Funders Network	Shelby Recycling Association	13,500.00	October	-
165		Cultural Trust Grant	Champions Park	75,630.00	Spring 2013	6,000.00
166		DNRC	Urban Forestry Program Development	5,000.00	Spring 2013	-
167		Foundations for Rural Services	Shelby Bus. Cor. Beautification	5,000.00	Jan. 2013	-
168		SRTS	Gallatin/Valley/Education	53,200.00	Spring 2013	3,200.00
169		WaterSMART	Generators	478,375.00	Spring 2013	-
170		Tree City USA/Growth Award	Forestry	-	Spring 2013	-
171		Arbor Day	Trees	750.00	Spring 2013	750.00
172		TIIP Grant	Champions Park	52,989.00	Fall 2013	-
173		Foundations for Rural Services	Champions Park	5,000.00	Fall 2013	-
174		Town Pump Charitable Foundation	Champions Park	2,500.00	Fall 2013	-
175		3Rivers Communications	Champions Park	2,500.00	Fall 2013	800.00
176		BNSF	Champions Park	25,000.00	Spring 2014	10,000.00
177		Northwestern Energy	Champions Park	2,500.00	Spring 2014	100.00
178		North West Farm Credit Services	Champions Park	2,500.00	Spring 2014	-
179		Tree City Of the Year Award	Urban Forestry Program Development	7,500.00	Spring 2014	-
180		Transportation Alternative Program	Viaduct Pedestrian Crossing	818,542.00	2014	-
181		Transportation Alternative Program	ADA Accessible Sidewalk Improve.	456,411.00	2014	456,411.00
182		Transportation Alternative Program	ADA-Pedestrian Safety Improvements	132,043.00	2014	-
183		Urban Forestry Development Grant	Urban Forestry Program Development	8,750.00	November	6,650.00
184		MT Department of Tourism	Tourism Assessment & Planning	-	November	-
185		MT Main Street Program	Rainbow Hotel redevelopment plan	15,000.00	January	15,000.00
186		MDOC CDBG Planning Grant	Refinery site facility plan	14,850.00	January	14,850.00
187		Arbor Day	Trees	750.00	Spring 2014	750.00
188		MDOC CDBG-ED Planning Grant	Rainbow Hotel redevelopment plan	4,350.00	December	4,350.00
189		MDOC Big Sky Trust	Rainbow Hotel redevelopment plan	15,750.00	December	15,750.00
190		CTEP	Champions Park	27,273.00	December	27,273.00
191		PPL Community Foundation	Champions Park	10,000.00	May	-
192		MLIA	Water Utility GIS Mapping	36,050.00	Spring 2014	36,050.00
193		MT Fish, Wildlife & Parks Trail Program	Shelby Heights Trail	42,000.00	Spring 2014	-
194	Feb. 2014	Northwestern Energy	Carbon Offset Project - Pool Cover	6,900.00	Spring 2014	-
195		Rural Development	Multi-family rehabilitation asst.	30,000.00		30,000.00
196	April-14	DES Grant	Emergency Generator	183,868.00	Summer 2014	136,558.00

CITY OF SHELBY GRANT REQUESTS AND GRANT FUNDING

5/23/2019

#	Submitted	Funding Source	Description of Project	Amount Requested	Award Announcement Date	Amount Received
197	May-14	RRGL	Storm water drainage project	125,000.00	Dec-14	125,000.00
198	July-14	TIIP Grant	Champions Park	36,000.00	Fall	-
199	July-14	Cultural Trust Grant	Champions Park	40,000.00	Jul-15	3,000.00
200	Sept. 2014	DNRC	Tree City of the Year	5,000.00	October	-
201	December-14	DNRC	Arbor Day	750.00	Jan-15	750.00
202	December-14	DNRC	Urban Forestry Program Development	7,000.00	Dec-14	5,000.00
203	December-14	3 Rivers Grant	City Park Stage	2,500.00	Jan-15	2,500.00
204	Jan. 2015	North West Farm Credit Services	Champions Park	5,000.00	Spring 2015	2,500.00
205	February-15	MT Fish, Wildlife & Parks Trail Program	Shelby Heights Trail	44,970.00	Spring 2015	15,000.00
206	April, 2015	DES Grant	Emergency Generator -UV Plant	159,900.00	Summer 2015	-
207	April, 2015	Vibrant Futures	Data Feasibility Study	5,000.00		5,000.00
208	April, 2015	Big Sky Trust	Data Feasibility Study	15,000.00	May, 2015	15,000.00
209	April, 2015	EDA - TA	Data Feasibility Study	20,000.00		20,000.00
210		HUD ~ EDI Special Project	Rainbow Hotel ~ Williamson Building	200,000.00	2010	200,000.00
211		Corps of Engineers	Well Field	314,996.00	2010	314,996.00
212		FEMA	Well Field	356,222.58	Jul-15	356,222.88
213	March-15	MLIA	Infrastructure GIS/GPS mapping	18,555.00	Jun-15	18,555.00
214	Sept. 2015	Office of Tourism	Champions Park	30,000.00		-
215	Sept. 2015	DNRC	Tree City of the Year	10,000.00	October	-
216	Sept. 2015	DNRC	Forestry Development	8,000.00	November	6,000.00
217	Dec. 2015	DNRC	Arbor Day	750.00		750.00
218	Sept. 2015	Well Field Study	DNRC	10,000.00		10,000.00
219	Sept. 2015	Well Field Study	TSEP	10,000.00		10,000.00
220	Summer 2015	Transportation Alternative Program	ADA Accessible Sidewalk Improve.	320,388.00	2016	-
221	Dec. 2015	3 Rivers Grant	Splash Park	2,500.00	2016	-
222	Oct. 2015	Pulse Crop Marketing/Research	Business Plan for Multi-modal	50,000.00		-
223	Jan. 2016	Specialty Crop Block Grant	Business Plan for Multi-modal	50,000.00	February, 2016	-
224	Dec. 2015	BNSF	Splash Park donation	5,000.00		5,000.00
225	Feb. 2016	Blue Cross Blue Shield Foundation	Splash Park donation	-		-
226	Feb. 2016	Naturener	Splash Park donation	-		-
227	Feb. 2016	CHS	Splash Park donation	-		-
228	Feb. 2016	MT Fish, Wildlife and Parks	Heights Trail	30,000.00	Fall 2016	-
229	March-16	DES Grant	Water Wellfield Booster Station generator	274,492.94	June, 2016	-
230	May-16	TSEP	Water Sytem Improvements	750,000.00	Fall, 2016	750,000.00
231	June-16	RRGL	Water Sytem Improvements	125,000.00	Fall, 2016	-

CITY OF SHELBY GRANT REQUESTS AND GRANT FUNDING

5/23/2019

#	Submitted	Funding Source	Description of Project	Amount Requested	Award Announcement Date	Amount Received
232	July-16	MT Office of Tourism	Champions Park	20,000.00	Fall, 2016	-
233	July-16	MT Cultural Trust Grant	Champions Park	7,000.00	Fall, 2016	3,000.00
234	Dec. 2016	DNRC	2017 Montana Tree City of the Year	10,000.00	Jan. 2017	10,000.00
235	Jan. 2017	DNRC	Arbor Day	750.00	Feb. 2017	750.00
236	Jan. 2017	MT Fish, Wildlife and Park	Heights Trail	45,000.00	Jun-17	-
237	Oct. 2016	Big Sky Trust	Job Creation for Humic	118,000.00		118,000.00
238		CDBG - ED	Humic Growth Water Extension	400,000.00		400,000.00
239		EDA	Humic Growth Water Extension	620,000.00		620,000.00
240		FRA	Railway improvements	953,954.00		953,954.00
241	March-17	Department of Transportation	TA - East end sidewalk improvements	320,388.00	Summer 2017	-
242	January-17	MEA - HiLine Arts Trail	Interactive Kiosk	7,500.00	Summer 2017	7,500.00
243	August-17	Montana Main Street Affiliate Program	Preservation planning grant	4,500.00	Fall 2017	3,500.00
244	August-17	CDBG Planning Grant	Preservation planning grant	20,000.00	Fall 2018	18,000.00
245	August-17	Vision Zeor Grant	Red Ribbon Week	4,500.00	Fall 2017	4,500.00
246	August-17	Victim Advocate Program	Victim Advocate	140,129.85	fall	140,129.85
247	January-18	Montana Fish Wildlife & Parks	Accessible Playground Program	10,000.00	Spring	10,000.00
248	January-18	Montana Fish Wildlife & Parks	Roadrunner Recreation Trail	17,405.00	Spring 2018	3,500.00
249	August-18	MT Office of Tourism	Carousel	33,000.00		33,000.00
250	February-18	LWCF	Pool improvements	55,000.00	Spring 2019	55,000.00
251	December-18	DNRC Urban Forestry Dev. Grant	Tree planting -Lake Sheloole	2,200.00	Winter 2018	2,200.00
252	December-18	MT Office of Tourism	Carousel	30,000.00	Jan-19	-
253	December-18	DNRC Urban Forestry Dev. Grant	Arbor Day trees	750.00	Spring 2019	750.00
254		DNRC - match to TSEP	water system improvements	750,000.00		750,000.00
255		CDBG-Public Facilities	Storm water drainage Phase II	450,000.00	December	450,000.00
256	December-18	Montana Fish Wildlife & Parks	Roadrunner Recreation Trail	14,685.00	Spring 2019	-
257	January-19	CVA Program	Crime Victim Advocate Program	137,281.00	Spring 2019	75,000.00
258	February-19	Montana State Library - MLIA	Data Collection Electronic Replacement	9,625.00	Spring 2019	3,500.00
259	April-19	Montana Office of Tourism	Kite Festival	5,000.00	May, 2019	5,000.00
260	May-19	TSEP - Planning	Updated water PER	14,500.00	2021 Bienium	-
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CITY OF SHELBY GRANT REQUESTS AND GRANT FUNDING

5/23/2019

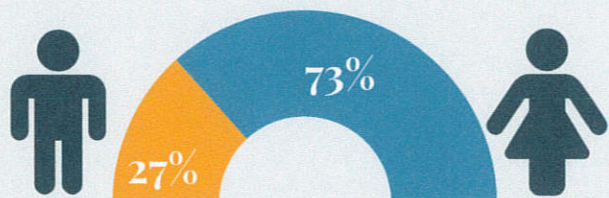
#	Submitted	Funding Source	Description of Project	Amount Requested	Award Announcement Date	Amount Received
TOTAL REQUESTED				\$ 37,325,428.21		
TOTAL RECEIVED						\$ 23,730,697.06

Attached, please find the Toole County Health Department – Community Health Assessment which was taken in fall of 2018. The Department gathered 113 surveys from throughout Toole County. Geographic tracts were predetermined by a model used by the Department of Health & Human Services in determining survey neighborhoods.

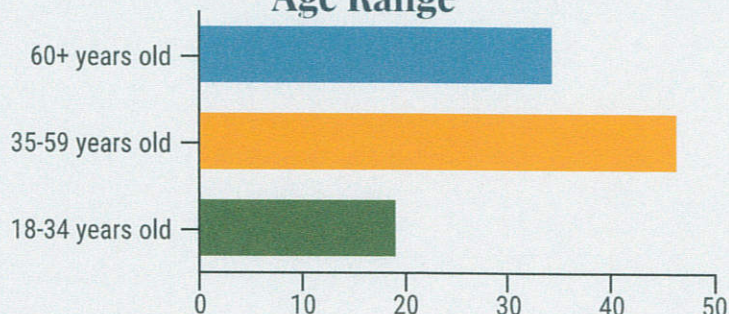
Toole County

Demographics

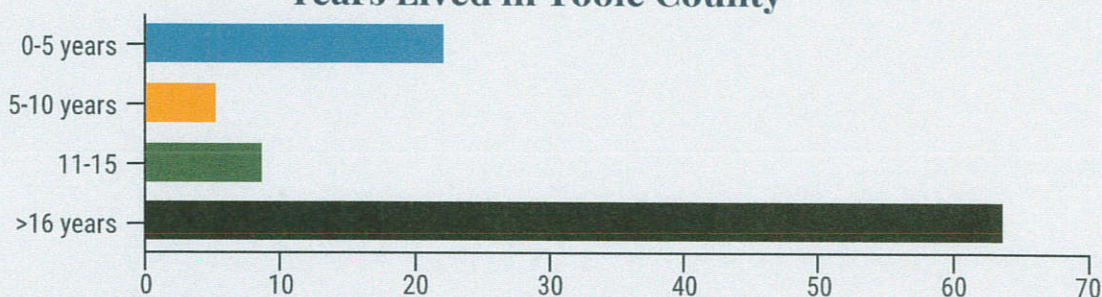
Sex



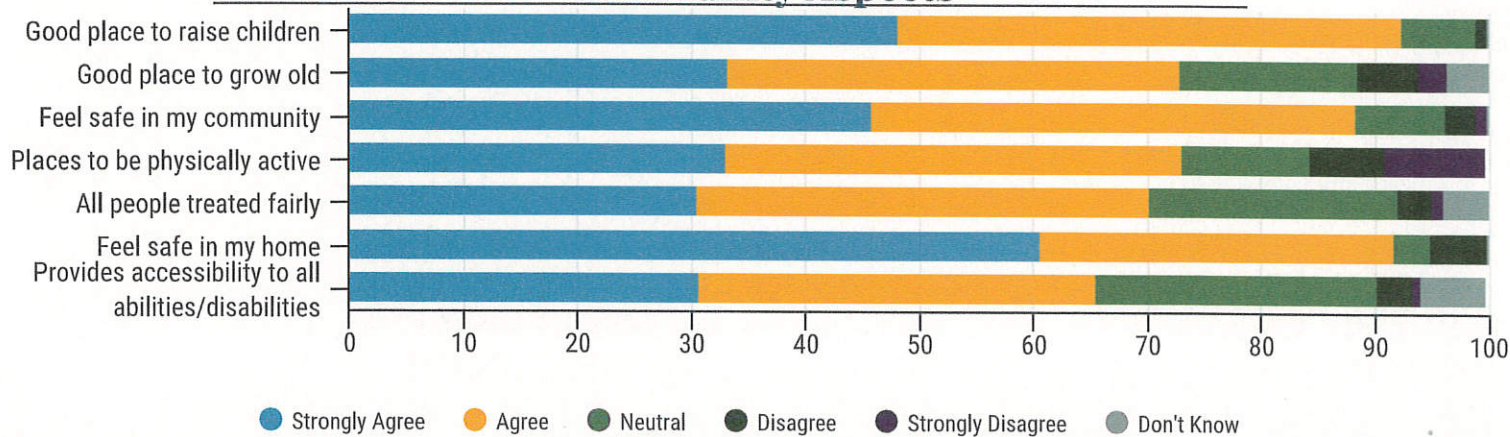
Age Range



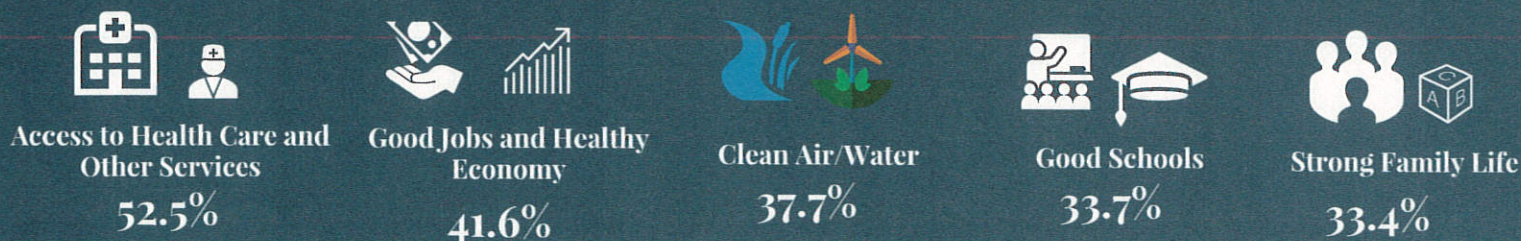
Years Lived in Toole County



Community Aspects

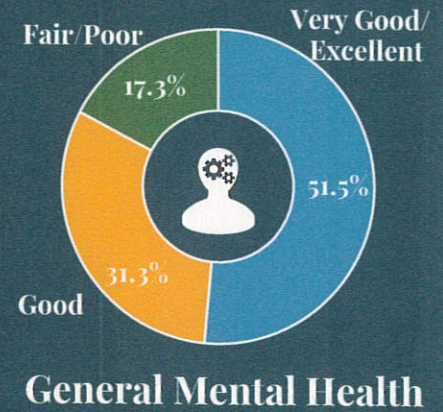
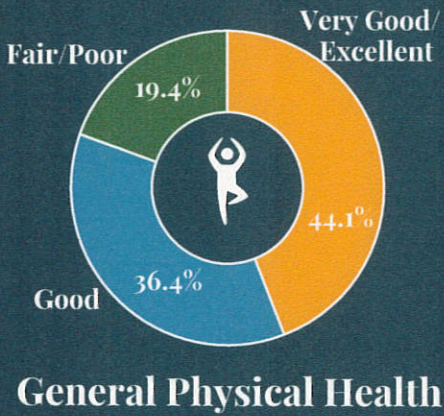


What is Most Important to a Healthy Community?

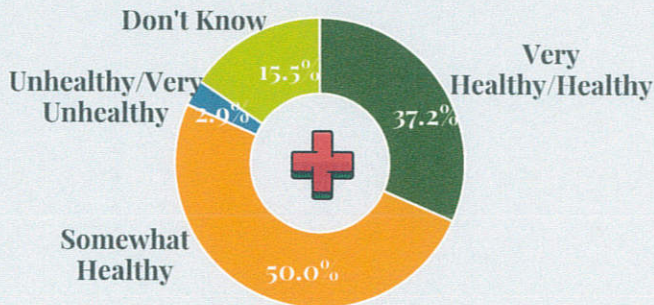


Health

90% of Toole County residents know the first names of their neighbors



Health of Toole County

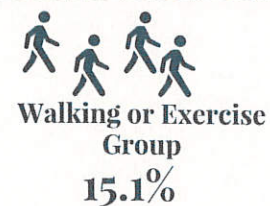
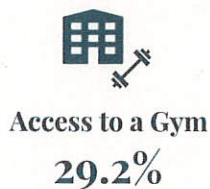


Adult Seat Belt Use

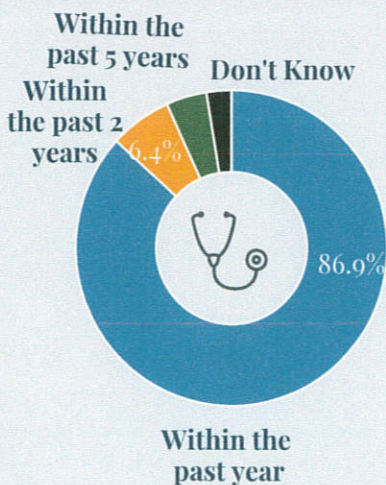


7 out of 10 always wear their seat belt

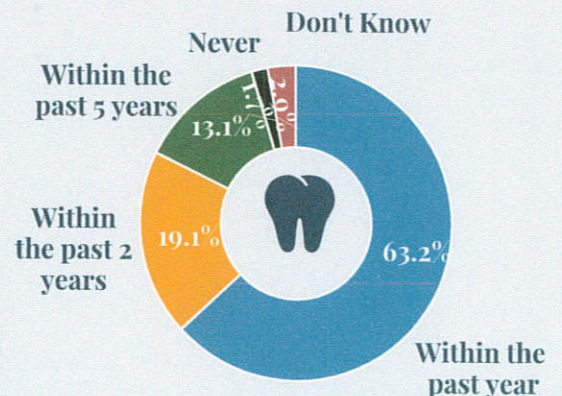
What Would Help Residents be More Physically Active?



Length of Time Since Routine Check-Up



Length of Time Since Routine Dental



35.2% of households are unaware of programs to help pay for health care expenses