

## APPENDIX A

### Description of the 2019 Project (Phase III of the Fourth Cell Project)

The Fourth Cell Project generally consists of engineering, designing, and constructing improvements to the City's sanitary sewer system, including adding a new secondary cell for enhanced sanitary sewage treatment at the City's sewage treatment lagoon facility and associated improvements and related work. The Fourth Cell Project consists of 3 phases. Phase I, which consisted of land acquisition, engineering, mitigation, and related costs, was financed in part by the City's Series 2017A Bond and Series 2017B Bond. Phase II of the Fourth Cell Project was financed by the Series 2018A Bond and the Series 2018B Bond and consisted primarily of piping and earthwork related to the fourth cell.

Phase III of the Fourth Cell Project (also known as the 2019 Project) is financed by the Series 2019A Bond and Series 2019B Bond and consists primarily of UV disinfection work, including a new building, and installing a liner for the fourth cell.

### Estimated Budget for 2019 Project (also known as Phase III of the Fourth Cell Project)

	2019A* \$954,000 @ 30 years	2019B* \$746,000 @ 20 years	Total:
Debt Service Reserve	\$ 22,875	\$ 23,913	\$ 46,788
Bond Counsel & Related costs	20,000	-	20,000
Engineering-Additional Services	134,529	-	134,529
Construction	627,656	721,894	1,349,550
Contingency	148,940	193	149,133
TOTAL PROJECT COSTS	\$954,000	\$746,000	\$1,700,000

APPENDIX B-1

[Form of the Series 2019A Bond]

UNITED STATES OF AMERICA  
STATE OF MONTANA  
COUNTY OF TOOLE

**CITY OF SHELBY**

SEWER SYSTEM REVENUE BOND  
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)  
SERIES 2019A

R-1

\$954,000

FOR VALUE RECEIVED, CITY OF SHELBY, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Bond Repayment Account of its Sewer System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date") commencing on January 1, 2020 and concluding on July 1, 2049. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Resolution, and the final Schedule B will reflect repayments under Section 5.1 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of 2.50% per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising

12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$954,000 (the "Series 2019A Bond"). The Series 2019A Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the "System"), to fund deposits to the Bond Repayment Reserve Account, and to pay costs of issuance of the Series 2019A Bond. The Series 2019A Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 980 of the City adopted by the Council on November 2, 1984, as amended and supplemented by Resolution Nos. 1097, 1201, 1271, 1321, 1542, 1785, 1851, 1914, 1968, 1977, and 1999 adopted by the Council on October 10, 1990, November 16, 1992, August 8, 1994, November 5, 2001, November 16, 2009, October 15, 2012, June 22, 2015, October 10, 2017, June 4, 2018, and August 5, 2019, respectively (as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2019A Bond is issuable only as a single, fully registered bond. The Series 2019A Bond is issued on a parity with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"), Sewer System Revenue Bond (USDA-RD Loan Program), Series 2015 (the "Series 2015 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2017B (the "Series 2017B Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2018B (the "Series 2018B Bond"), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2019B (the "Series 2019B Bond"), which is being issued simultaneously herewith.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2019A Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2009B Bond, the Series 2009C Bond, the Series 2015 Bond, the Series 2017B Bond, the Series 2018B Bond, the Series 2019A Bond, and the Series 2019B Bond and any other Additional Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2019A Bond.

The Borrower may prepay the principal of the Series 2019A Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment

on the amount of principal prepaid. If the Series 2019A Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Series 2019A Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

This Series 2019A Bond has been designated by the Borrower as a "qualified tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

The Borrower may deem and treat the person in whose name this Series 2019A Bond is registered as the absolute owner hereof, whether this Series 2019A Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2019A Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the Gross Revenues of the System will be paid, and a separate and special Bond Repayment Account in that Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable semiannually from that Account and an amount equal to the next installment of principal and interest with respect to all Bonds payable monthly from that Account; that the Borrower has created a General Reserve Subaccount in the Bond Repayment Reserve Account in such fund into which shall be paid additional Net Revenues, after required credits to the Bond Repayment Account sufficient to maintain a reserve therein equal to the General Reserve Requirement on all such Bonds that are not RD Bonds; that the Bond Repayment Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide Gross Revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce in each fiscal year Net Revenues in excess of such current expenses, equal to 110% of the maximum amount of principal and interest payable from the Bond Repayment Account in any subsequent fiscal year; that Additional Bonds and refunding Bonds may be issued and made payable from the Bond Repayment Account on a parity with the Series 2009B Bond, the Series 2009C Bond, the Series 2015, the Series 2017B Bond, the Series 2018B Bond, the Series 2019A Bond, the Series 2019B Bond, and other parity Bonds, upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2009B Bond, the Series 2009C Bond, the Series 2015 Bond, the Series 2017B Bond, the Series 2018B Bond, the Series 2019A Bond, the Series 2019B Bond,



and Additional Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2019A Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2019A Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2019A Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Bond Repayment Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2019A Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Shelby, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and the City Finance Officer, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 22nd day of August, 2019.

(SEAL)

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Mayor

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City Finance Officer

## REGISTRATION AND TRANSFER

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

### REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Shelby, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Finance Officer</u>
August 22, 2019	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	

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

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

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

## FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse,  
to \_\_\_\_\_ on this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_.

By: \_\_\_\_\_  
(Authorized Signature)

For: \_\_\_\_\_  
(Holder)

## SCHEDULE A

### SCHEDULE OF AMOUNTS ADVANCED

[illegible]

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX B-2

[Form of the Series 2019B Bond]

UNITED STATES OF AMERICA  
STATE OF MONTANA  
COUNTY OF TOOLE

**CITY OF SHELBY**

SEWER SYSTEM REVENUE BOND  
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)  
SERIES 2019B

R-1

\$746,000

FOR VALUE RECEIVED, CITY OF SHELBY, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Bond Repayment Account of its Sewer System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date") commencing on January 1, 2020 and concluding on July 1, 2039. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Resolution, and the final Schedule B will reflect repayments under Section 5.1 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of 2.50% per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising

12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$746,000 (the "Series 2019B Bond"). The Series 2019B Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the "System"), and to fund deposits to the Bond Repayment Reserve Account. The Series 2019B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 980 of the City adopted by the Council on November 2, 1984, as amended and supplemented by Resolution Nos. 1097, 1201, 1271, 1321, 1542, 1785, 1851, 1914, 1968, 1977, and 1999 adopted by the Council on October 10, 1990, November 16, 1992, August 8, 1994, November 5, 2001, November 16, 2009, October 15, 2012, June 22, 2015, October 10, 2017, June 4, 2018, and August 5, 2019, respectively (as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2019B Bond is issuable only as a single, fully registered bond. The Series 2019B Bond is issued on a parity with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"), Sewer System Revenue Bond (USDA-RD Loan Program), Series 2015 (the "Series 2015 Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2017B (the "Series 2017B Bond"), Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2018B (the "Series 2018B Bond"), and Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2019A, which is being issued simultaneously herewith.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2019B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2009B Bond, the Series 2009C Bond, the Series 2015 Bond, the Series 2017B Bond, the Series 2018B Bond, the Series 2019A Bond, and the Series 2019B Bond and any other Additional Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2019B Bond.

The Borrower may prepay the principal of the Series 2019B Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment

on the amount of principal prepaid. If the Series 2019B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Series 2019B Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

This Series 2019B Bond has been designated by the Borrower as a "qualified tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

The Borrower may deem and treat the person in whose name this Series 2019B Bond is registered as the absolute owner hereof, whether this Series 2019B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2019B Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the Gross Revenues of the System will be paid, and a separate and special Bond Repayment Account in that Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable semiannually from that Account and an amount equal to the next installment of principal and interest with respect to all Bonds payable monthly from that Account; that the Borrower has created a General Reserve Subaccount in the Bond Repayment Reserve Account in such fund into which shall be paid additional Net Revenues, after required credits to the Bond Repayment Account sufficient to maintain a reserve therein equal to the General Reserve Requirement on all such Bonds that are not RD Bonds; that the Bond Repayment Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide Gross Revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce in each fiscal year Net Revenues in excess of such current expenses, equal to 110% of the maximum amount of principal and interest payable from the Bond Repayment Account in any subsequent fiscal year; that Additional Bonds and refunding Bonds may be issued and made payable from the Bond Repayment Account on a parity with the Series 2009B Bond, the Series 2009C Bond, the Series 2015, the Series 2017B Bond, the Series 2018B Bond, the Series 2019A Bond, the Series 2019B Bond, and other parity Bonds, upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2009B Bond, the Series 2009C Bond, the Series 2015 Bond, the Series 2017B Bond, the Series 2018B Bond, the Series 2019A Bond, the Series 2019B Bond, and Additional Bonds on such Net Revenues; that all provisions for the security of the holder of

this Series 2019B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2019B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2019B Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Bond Repayment Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2019B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Shelby, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and the City Finance Officer, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 22nd day of August, 2019.

(SEAL)

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Mayor

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City Finance Officer

## REGISTRATION AND TRANSFER

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

### REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Shelby, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Finance Officer</u>
August 22, 2019	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	

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

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

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____



## FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse,

to \_\_\_\_\_ on this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
(Authorized Signature)

For: \_\_\_\_\_  
(Holder)

## SCHEDULE A

## SCHEDULE OF AMOUNTS ADVANCED

[illegible]

## SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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## APPENDIX C

### ADDITIONAL REPRESENTATIONS AND COVENANTS

None

RESOLUTION NO. 2001  
A RESOLUTION OF INTENT TO SELL CERTAIN CITY OF SHELBY  
REAL PROPERTY TO DARRYL VANDEKOP

WHEREAS, Darryl Vandekop. and the City of Shelby, Montana (collectively hereinafter referred to as "the parties") have made an agreement; and,

WHEREAS, Darryl Vandekop. requested to purchase city property which is described as the real property situated in the City of Shelby, in County of Toole, Montana (the "Real Property"):

The West 59 feet of the North 40 feet of Lot 16 and the West 59 feet of Lots 17 and 18 in Block 8 of Shelby First Addition to the Town of Shelby, Montana according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of Toole County, Montana.

Commonly known as: 532 Liberty Avenue, Shelby MT 59474\

WHEREAS, Darryl Vandekop further requested that the City of Shelby allow him to install and connect a sewer line from the above-described real property to the 6" sewer line located on his adjacent real property; and

WHEREAS, the City of Shelby agrees to convey or transfer its interest in the above-described real property by Warranty Deed to Darryl Vandekop for a total price of \$5,000.00 cash plus the cost of title insurance and recording fees; and,

WHEREAS, the City of Shelby further agrees to allow him to install and connect a sewer line from the above-described real property to the 6" sewer line located on his adjacent real property; and

WHEREAS, pursuant to Section 7-8-4201(2), Mont. Code Ann (2017), the City Council may sell, dispose of, donate, or lease the above-described property by resolution passed by two-thirds vote of all members of the Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA; that

1. it authorizes the duly elected Mayor of the City of Shelby, Gary McDermott, to prepare and enter into a Buy-Sell Agreement containing the above-mentioned terms in order to convey the above-mentioned real property; and

2. it authorizes the duly appointed Finance Officer of the City of Shelby, Jade Goroski, to convey the City of Shelby's interest in the above-described real property to Darryl Vandekop.

PASSED UNANIMOUSLY, WITH ALL MEMBERS PRESENT AND VOTING, BY THE CITY COUNCIL OF THE CITY OF SHELBY, AND APPROVED BY THE MAYOR THIS 5<sup>th</sup> DAY OF AUGUST, 2019.

\_\_\_\_\_  
GARY McDERMOTT, MAYOR

ATTEST:

\_\_\_\_\_  
JADE GOROSKI, FINANCE OFFICER



# BUY - SELL AGREEMENT

## 1. RECITALS

- 1.1. CITY OF SHELBY, of 112 1<sup>st</sup> St. South, Shelby, Montana 59474, (hereinafter called "Seller") agrees to sell, and DARRYL VANDEKOP, of Box 403, Shelby, Montana 59474 (hereinafter called "Buyer") agrees to buy the following described real property (hereinafter referred to as "Property") located in Toole County, Montana, to wit:

Shelby First Addition, S27, T32 N, R02 W, Block 008,  
Lot 016, TR 59X140 IN W2 LTS 16-18, according to the  
official map or plat thereof on file and of record in the  
office of the Clerk and Recorder of Toole County,  
Montana, SUBJECT, HOWEVER to all prior reservations,  
exceptions, easements, conveyances, and rights-of-way  
appearing either visually or of record.

LEGAL DESCRIPTION SHALL MATCH TITLE  
COMMITMENT

- 1.2. **Included in the sale are:**

- 1.2.1. All interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, and all improvements thereon.
- 1.2.2. **REAL PROPERTY:** All existing permanently installed buildings, fixtures, and fittings that are attached to the Property are included in the purchase price.

## 2. PURCHASE PRICE AND TERMS

- 2.1 Total purchase price is Five Thousand U.S. Dollars and No/100 (\$5,000.00 USD).
- 2.2 payable as follows: \$5,000.00 USD by cash at the time of closing.
- 2.3 **CLOSING COSTS:** Buyer shall pay for recording fees, and title insurance. Seller shall pay for attorney fees.
- 2.4 **PROPERTY TAXES AND ASSESSMENTS:** No property taxes are due and owing. Buyer shall pay all future taxes and assessments.
- 2.5 **CLOSING DATE:** The date of closing shall be on or before August 31, 2019. Seller need not be present at the closing, if it has executed this Agreement and Warranty Deed.
- 2.6 **POSSESSION:**
- 2.6.1 Seller shall deliver to Buyer possession of the property when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase.
- 2.6.2 Buyer may occupy and begin improvements on the property upon execution of this Agreement.
- 2.6.3

### 3. PROPERTY DISCLAIMER

- 3.1 The subject real property and any buildings, structures and improvements thereon is/are being sold on an "AS IS" and "WHERE IS" basis and condition as of the date hereof. Except as specifically set forth in this Agreement, no representations or warranties of any kind, either express or implied (including without limitation no warranty as to fitness or merchantability) have been made or are made, and no responsibility has been or is assumed by Seller as to the condition or repair of the subject real property, or the value, expense or operation or income potential thereof. Buyer has examined the subject real property and all buildings, structures and improvements thereon, if familiar with the physical condition thereof, and is accepting said real property in "AS IS" and "WHERE IS" condition.
- 3.2 **NOXIOUS WEEDS DISCLOSURE:** Buyer of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.
- 3.3 **CITY OF SHELBY WEED ORDINANCE:** The City of Shelby requires owners of property located within the limits of Shelby to control weeds. The City's notice that a property is out of compliance with excessive weeds is by posting a sign on the property and does not require notice by mail or telephone. The property owner has five days from posting to mow. After five days, the City may enter the property to mow. In extreme circumstances, the City may not notice whatsoever and enter immediately the property to mow. The City will bill for mowing and bills are generally very expensive. If the owner fails to pay the mowing bill, the City will place a lien on the property.
- 3.4 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the area.

### 4. CONTINGENCIES: NONE.

### 5. ADDITIONAL PROVISIONS

- 5.1. **CONVEYANCE:** The Seller shall convey the Property by Warranty Deed to Buyer. Seller does warrant that the title to this property is free from liens (including past due utilities), judgments, delinquent property taxes, and encumbrances.
- 5.2. **WATER and SEWER:** The Property is served by City water and sewer. Seller does not warrant the condition of the water and sewer lines.
- 5.3. **SEWER CONNECTION TO ADJACENT LOT:** Seller agrees to allow Buyer to install and connect a sewer line on the Property and connect it to the 6" sewer line on his adjacent lot.
- 5.4. **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the

Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

5.5. **SPECIAL IMPROVEMENT DISTRICTS:** All Special Improvement Districts (including rural SIDs), including those that have been noticed to Seller by City/County but not yet spread or currently assessed shall be assumed by Buyers.

5.6. **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any non-governmental association, including those that have been approved but not yet billed or assessed, will be paid off by Seller at closing; assumed by Buyer at closing; OR

5.6 **MISCELLANEOUS**

5.6.1 **BUYERS AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this Agreement, as Buyers or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

5.6.2 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides that a Buyers of a U.S. real property interest may be required to withhold tax if the Seller is a foreign person. Seller acknowledge and agree that unless the purchase price of the Property does not exceed \$300,000 and Buyer is purchasing the Property for use by Buyers as a personal residence, Seller shall deliver to Buyers a certificate of non-foreign status and any other certificate, affidavit, or statement as may be necessary to meet the requirements of Section 1445 of the Internal Revenue Code, in a form reasonably acceptable to Buyer and/or Buyer's attorney. In the event Seller do not deliver said documents to Buyers at or before closing, Seller acknowledge and agree that Buyers or the closing agent may withhold ten percent (10%) of the Purchase Price and submit this amount to the Internal Revenue Service, pursuant to Section 1445 of the Internal Revenue Code.

5.6.3 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and Salespersons and their attorneys, agent, and other parties, if applicable, having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this property or underlying obligations pertaining thereto.

5.6.4 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property to any cause is assumed by Seller through the time of closing unless otherwise specified.

5.6.5 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

5.6.6 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, Buyer's

rights under this Agreement are not assignable without the Seller's express written consent.

- 5.6.7 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine just.
- 5.6.8 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement to Sell and Purchase contains the parties' signatures may be used as the original.
- 5.6.9 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.
- 5.6.10 **COUNTERPARTS:** A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete Agreement between the parties.
- 5.6.11 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he has examined the subject real and personal Property; has entered into this Agreement in full reliance upon his/her independent investigation and judgments; and has read and understood this entire Agreement.
- 5.6.12 **ELECTRONIC MEANS:** The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

**6. ATTORNEY RESPONSIBILITY:** Both parties understand and accept that Hunt Law Firm, PLLC is the closing agent responsible for:

6.1 preparation of the following documents

- ☒ this Buy-Sell Agreement
- ☒ Warranty Deed, if a warranty deed is specified in the terms
- ☐ Quit Claim Deed
- ☐ Contract for Deed, if this is such a sale
- ☐ Notice of Purchaser's Interest, if this sale is by contract for deed
- ☐ Escrow Agreement, if this sale is by contract for deed and the parties wish to use an escrow agent
- ☒ Prepare the Realty Transfer Certificate
- ☐ Other: Prepare W-7 for Buyer

6.2 Additionally, Hunt Law Firm, PLLC will take the following actions:

\_\_\_\_\_  
Seller initials

\_\_\_\_\_  
Buyers initials



- ☒ Order the preliminary title commitment, if requested by the parties
- ☒ Order the title insurance, if this sale is by warranty deed
- ☒ Disburse the monies
- ☒ Record the Warranty Deed, if applicable
- ☐ Record the Quit Claim Deed, if applicable
- ☐ Record the Notice of Purchaser's Interest, if applicable
- ☒ Record the Realty Transfer Certificate
- ☐ Other:

6.3 The Parties understand and agree that Hunt Law Firm, PLLC, does not warrant that the condition of the title is free from liens, other encumbrances, easements, unpaid taxes, not subject to Special Improvement Districts, and not restricted by zoning regulations and/or other laws and statutes. Further, the parties understand and agree that Hunt Law Firm, PLLC does not guarantee or make representations as to the condition of the real property, buildings, fixtures, and appurtenances including the as to their structural soundness, safety, access to waters or minerals, and the presence of hazardous materials. Hunt Law Firm, PLLC relies solely on the information the parties provide.

**I HEREBY ACKNOWLEDGE** receipt of a copy of this Agreement bearing my signature.

Dated this \_\_\_\_ day of August, 2019.

BUYER:

\_\_\_\_\_  
DARRYL VANDEKOP, BUYER

**SELLER'S COMMITMENT:** I agree to sell and convey to Buyer the above-described Property on the terms and conditions herein above stated. We acknowledge receipt of a copy of this Agreement bearing our signatures and that of the Buyers named above.

Dated this \_\_\_\_ day of August, 2019.

\_\_\_\_\_  
GARY McDERMOTT, MAYOR  
CITY OF SHELBY, SELLER

**ACTION TAKEN, IF OTHER THAN ACCEPTANCE:**

\_\_\_\_\_  
Seller initials

Page 5 of 5

\_\_\_\_\_  
Buyers initials



## **ORDINANCE NO. 839**

### **AN ORDINANCE REVISING TITLE 6, ANIMAL CONTROL--**

**CHAPTER 1, Section 4 ANIMAL CONTROL OFFICER (inserting language)**

**CHAPTER 5, Section 1, NUISANCE ANIMALS (revising)**

**CHAPTER 5, Section 2, VICIOUS ANIMALS (revising)**

**CHAPTER 5, Section 3, VICIOUS BEHAVIOR (striking)**

WHEREAS, the City of Shelby currently has animal control ordinances in Title 6 of the Shelby Municipal Code;

WHEREAS, the City Council has determined to revise those ordinances;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SHELBY, MONTANA that certain ordinances in Title 6 be revised as follows, to wit:

Chapter 1, Animal Control Officer, Section 4, Obstruction of Animal Control Officer or Peace officer be inserted;

Chapter 5, Section 1, Nuisance Animals be revised;

Chapter 5, Section 2, Vicious Animals be revised;

Chapter 5, Section 3, Vicious Behavior be stricken and deleted as redundant of the revised Chapter 5, Section 2

and these revisions be in full force and effect in the City of Shelby, Montana.

### **6-1-4: OBSTRUCTION OF ANIMAL CONTROL OFFICER OR PEACE OFFICER.**

- A. person commits the offense of obstructing an animal control officer or peace officer if the person knowingly obstructs, impairs, or hinders an animal control officer's or peace officer's enforcement of the ordinances of this Title 6.
- B. A person convicted of the offense of obstructing an animal control officer or peace officer is guilty of a misdemeanor and subject to the penalties as set forth in Section 1-4-1 of this code.

### **6-5-1: NUISANCE ANIMALS:**

- A. "Nuisance Animal" means any animal or group of animals that behaves in a disruptive or destructive manner, including but not limited to, the following, habitually:

1. Steals, damages, soils, or defiles community or neighborhoods private property or public property;
  2. Turns over garbage containers, rummages through or scattering garbage or rubbish, or damages flower or vegetable gardens;
  3. Causes unsanitary or offensive conditions;
  4. Chases vehicles or bicycles on public streets, ways or parks, or impedes the safety of pedestrians, bicyclists, or motorists;
  5. Is inside a public area which is designated as one prohibiting animals, except for an animal that has been duly and properly trained and registered as a Service Animal as defined by the Americans with Disabilities Act, may be allowed in such an area when acting in that capacity; or
  6. Barks, howls, whines, bays, or makes any noise common to its species, so continuously or incessantly as to unreasonably disturb the peace, comfort, tranquility of life or property of one or more persons occupying property in the community or neighborhood, within reasonable proximity to the premises where the animal or animals are kept.
- B. Power to Impound: Any such nuisance animal may be taken up and impounded by the animal control officer.
- C. Penalty: Any person violating or permitting the violation of any provision of this section or permitting the violation of any provision of this section shall, upon conviction in city court, be subject to the misdemeanor penalty as provided in section 1-4-1 of this code.
- D. Third Conviction: Upon a third conviction under this section, the nuisance animal shall be seized and taken up by the animal control officer and humanely euthanized.

#### **6-5-2: VICIOUS ANIMALS:**

- A. "Vicious animal" means any animal, except a dog assisting a peace officer engaged in law enforcement duties, which demonstrates any or all of the following behavior:
1. An attack which requires a defensive action by any person or animal to prevent bodily injury and/or property damage in a place where such person or animal is conducting himself peaceably and lawfully.

2. An attack that results in an injury to any animal in a place where such animal is conducting itself peaceably and lawfully.
  3. Any behavior that constitutes a physical threat or bodily harm to a person or animal in a place where such person or animal is conducting himself peaceably and lawfully.
  4. Any animal with a known propensity, tendency or disposition to attack unprovoked as evidenced by its habitual or repeated chasing, snapping, or barking at persons or domestic animals so as to potentially cause injury or to otherwise endanger their safety.
- B. Any owner who keeps, feeds, harbors or allows to stay about the premises occupied or controlled by him/her within the City a vicious animal is guilty of a misdemeanor and shall be penalized in accordance with section 1-4-1 of this Code. Upon conviction, the court shall either:
1. order the animal to be euthanized in accordance with the severity of the injury or attack and the history of the animal; or
  2. require the owner to register the animal as a vicious animal and impose all of the standards for keeping a vicious animal as set forth in this Code.
- C. Procedure for animal biting person- Quarantine at Veterinary Clinic Required: Whenever an affidavit is made before the animal control officer or the judge that any animal has bitten a person and that the person bitten was not at the time trespassing upon the property of, or injuring or attempting to injure the person, family or the property of the owner, the following procedures shall be followed:
1. Regardless of whether the animal is currently vaccinated for rabies, the animal control officer or judge **shall** issue an order requiring the owner of the animal to surrender the same to a licensed veterinarian for quarantine within twenty four (24) hours after service of the order.
  2. Such order may be served by the animal control officer or any peace officer, and, if the owner cannot be found at his place of residence, the order may be served by leaving it with a person of suitable age and discretion at, or by placing it in a prominent place at the front door of such residence.
  3. It is unlawful for any person to refuse or neglect to surrender any such vicious animal within twenty-four (24) hours after the service of such order as provided in this section, and the animal control officer shall forthwith seize and impound such animal at a licensed veterinarian clinic at the owner's expense.

4. In the event that the owner is unknown, upon the making of such affidavit, the animal control officer or any peace officer shall seize and impound such animal without notice.
  5. An animal impounded under this section shall be quarantined at a licensed veterinarian clinic for a period of ten (10) days.
  6. If the owner or other person does not claim such animal after the quarantine period and pay the costs of quarantine, the animal control officer may order the animal euthanized.
  7. Notice Of Seizure: The owner of an animal seized shall be afforded notice of said seizure by personal service and by posting notice of said seizure at the house of the owner, if known.
  8. After the quarantine period has expired and until the vicious animal citation has been adjudicated, the judge shall issue an order requiring the animal to be impounded at a suitable facility or returned to its owner with reasonable conditions of keeping the animal in order to protect the public.
- D. Procedure for animal biting another animal- Quarantine of animal discretionary. Whenever an affidavit is made before the animal control officer or the judge that an animal has bitten another animal that was acting peaceably, the following procedures shall be followed:
1. Regardless of whether animal is currently vaccinated for rabies, the animal control officer or judge may do one of the following:
    - a. Issue an order requiring the owner of such dog or other animal to surrender the same to a licensed veterinarian for quarantine within twenty four (24) hours after service of the order.
    - b. Order the dog or other animal quarantined on the property of the owner as long as the owner makes the dog or other animal available for regular observation by the animal control officer or veterinarian.
  2. Such order may be served by the animal control officer or any peace officer, and, if the owner cannot be found at his place of residence, the order may be served by leaving it with a person of suitable age and discretion at, or by placing it in a prominent place at the front door of such residence.
  3. It is unlawful for any person to refuse or neglect to obey any such order within twenty-four (24) hours after the service of such order as provided in this section, and the animal control officer shall forthwith seize and impound such animal at a licensed veterinarian office at the owner's expense.

4. In the event that the owner is unknown, upon the making of such affidavit, the animal control officer or any peace officer shall seize and impound such animal without notice.
  5. An animals impounded under this section shall be quarantined at a licensed veterinarian clinic or on the property of the owner for a period of ten (10) days.
  6. If the owner or other person does not claim such animal after the quarantine period at a veterinarian clinic and pay the costs of quarantine, the animal control officer may order the animal euthanized.
  7. Notice Of Seizure: The owner of any dog or animal seized shall be afforded notice of said seizure by personal service and by posting notice of said seizure at the house of the owner, if known.
- E. Right To Protect From Attack: Any person may protect his pets, his property, his person, or other person from the attack of an animal by force, even to the extent of slaying the same if reasonably necessary.
- F. Standards For Keeping Vicious Animals: Any person as owner, keeper or harborer of a "vicious animal" as hereinabove defined, within the municipal limits of the city, shall be subject to the following standards:
1. Leash And Muzzle: No person shall permit a vicious animal to go outside its kennel or pen unless such vicious animal is securely leashed with a leash no longer than four feet (4') in length. No person shall permit a vicious animal to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash, and is of the age of sixteen (16) years or older. Such vicious animal may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, all vicious animals on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such vicious animal from biting persons or other animals.
  3. Confinement: All vicious animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine vicious animals must be locked with a combination lock when such animals are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen, or the sides of the pen must be embedded in the ground no less than two feet (2'). All structures erected to house vicious animals must comply with all zoning and building regulations of the city. All



such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.

4. Confinement Indoors: No vicious animal may be kept on a porch, patio or in any part of a house or structure that would allow the vicious animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the vicious animal from exiting the structure.
5. Signs: All owners, keepers or harborers of vicious animals within the city shall within ten (10) days of the effective date hereof, display in a prominent place on their premises a sign easily readable by the public, using the words "Danger, Vicious Animal". In addition, a similar sign is required to be posted on the kennel or pen of such animal.
6. Insurance: All owners, keepers or harborers of vicious animals must, within ten (10) days of the effective date hereof, provide proof to the city finance officer of public liability insurance in a single incident amount of two hundred fifty thousand dollars (\$250,000.00) for bodily injury to or death of any person or persons, or for damage to property owned by any persons which may result from the ownership, keeping or maintenance of such animal. Such insurance policy shall provide that no cancellation of the policy will be made unless ten (10) days' written notice is first given to the city finance officer.
7. Identification Photographs: All owners, keepers or harborers of vicious animals must, within ten (10) days of the effective date hereof, provide to the city finance officer two (2) color photographs of the animal clearly showing the color and approximate size of the animal.
8. Reporting Requirements: All owners, keepers or harborers of vicious animals must, within ten (10) days of the incident, report the following information, in writing, to the city finance officer as hereinafter required:
  - a. The removal from the city or death of the vicious animal;
  - b. The new address of the vicious animal owner should the owner move within the corporate city limits.
9. Irrebuttable Presumptions: There shall be an irrebuttable presumption that any "vicious animal", as defined in subsection A of this section, within the municipal limits of the city is in fact an animal subject to the requirements of this section.

10. Failure To Comply: It shall be unlawful for the owner, keeper, or harbinger of a vicious animal within the city limits to fail to comply with the requirements and conditions set forth in this title. Any vicious animal found to be the subject of a violation of this title shall be subject to immediate seizure and impoundment. In addition, failure to comply will result in the revocation of the license of such animal resulting in the immediate removal of the animal from the city.

11. Violations And Penalties:

- a. Penalty: Any person violating or permitting the violation of any provision of this section or permitting the violation of any provision of this section shall, upon conviction in city court, be subject to the misdemeanor penalty as provided in section 1-4-1 of this code.
- b. Separate Offense: Each day that a violation of this title continues shall be deemed a separate offense.
- c. Costs And Expenses: In addition to the foregoing penalties, any person who violates this section shall pay all expenses, including shelter, food, handling, veterinary care and testimony necessitated by the enforcement of this chapter. (Ord. 787, 12-3-2007)

**6-5-3: VICIOUS BEHAVIOR (STRIKE)**

FIRST, passed and approved by the Council of the City of Shelby, Montana this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Gary W. McDermott, Mayor

Attest:

\_\_\_\_\_  
Jade Goroski, Finance Officer

*FINALLY, passed and approved by the Council of the City of Shelby, Montana this \_\_\_\_\_ day of \_\_\_\_\_, 2019.*

\_\_\_\_\_  
*Gary McDermott, Mayor*

*Attest:*

\_\_\_\_\_  
*Jade Goroski, Finance Officer*

# CITY OF SHELBY

## PAYROLL EXPENSE BY DEPARTMENT - 7/2019

CITY HALL	27,545.50
ELECTED OFFICIALS (Mayor & Council)	9,380.13
PARK & RECREATION	11,459.49
PUBLIC WORKS	63,447.99
VOLUNTEERS (Animal Shelter & Firemen )	163.36
- Workers Comp expense only	
<b>TOTAL PAYROLL EXPENSE</b>	<b>\$ 111,996.47</b>

Payroll, Reports, Payroll Register, Preview, Pay Date: whole month, Select a Group: Yes, check Select by Dept box, uncheck Skip Volunteers box, double click by individual department, Sequence: Dept/Emp, Enter Total Payroll Expense (Gross Pay + Employer Contributions) above



## Jade Goroski

---

**From:** Logan Tweet <Logan.Tweet@kljeng.com>  
**Sent:** Tuesday, July 30, 2019 6:35 PM  
**To:** 'Gary McDermott'; Gary McDermott; Jade Goroski; Lorette Carter; Luis Correa  
**Cc:** Luke LaLiberty  
**Subject:** 3rd Street Lateral Construction Costs  
**Attachments:** Estimated 3rd Street Lateral Construction Costs Comparison.pdf; HSGs Updated 3rd Street Lateral Construction Cost.pdf

All,

Attached you will find a cost estimate/comparison for the 3<sup>rd</sup> street lateral which includes Phase II bid prices from HSG, Central, and Sandry. Please note that several of the bid items for the 3<sup>rd</sup> street lateral were not included in the phase II bids (highlighted in orange.) For these items I used HSG's original 3<sup>rd</sup> street lateral unit costs for all three contractors. It should also be mentioned that Central was very hungry for work at the time of the Phase II bid and bid the project almost at cost. I do not believe they would be that aggressive again if the city decides to rebid the 3<sup>rd</sup> street lateral.

Shortly after I finished the 3<sup>rd</sup> street lateral cost comparison I received HSG's revised construction costs for the 3<sup>rd</sup> street lateral. With the following email for Mike:

*"Logan here is the revised prices for 3rd street. It's not where every one wanted it to be, our supplier's and subs went up a little, we were able to keep the subs to a minimum by performing the work in the same mob and time frame with the original contract. The mob item is not in fact a mob this is where administration and overhead is captured ( IE blue rooms-dumpsters- salary employees - unloading and handling added materials -ect). We are sorry that we were not able to come under your threshold but this is the lowest we can be. As you can see there is not a valley gutter in original contract so we had to add that in."*

I added contingency, engineering, and RPR to HSG's construction costs which brought the total 3<sup>rd</sup> Street Lateral costs to \$551,582.70. These costs can be seen in the attached HSG's Updated 3<sup>rd</sup> Street Lateral Construction Costs.

If the City decides to rebid the 3<sup>rd</sup> Street Lateral the engineering costs will increase from \$5,000 to \$13,000. This \$8,000 increased is for the costs associated with rebidding the project (revise bid documents and plans, pre-bid meeting, bid opening, review bids, contractor questions etc.)

Please let us know how you would like to proceed or if you have any questions.

Thanks,  
Logan Tweet PE



406-447-3351 Direct  
406-750-3467 Cell  
2969 Airport Road, Suite 1B  
Helena, MT 59601-1201  
[kljeng.com](http://kljeng.com)

# Engineer's Opinion of Probable Project Cost

## 3rd Street Lateral

Shelby, MT



Item	Quantity	Unit	Unit Cost	Cost
Mobilization	1	LS	\$ 38,000.00	\$ 38,000.00
Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00
Dewatering	1	LS	\$ 9,000.00	\$ 9,000.00
Material testing and QC	1	LS	\$ 12,000.00	\$ 12,000.00
Water Service Adjustment	1	EA	\$ 2,500.00	\$ 2,500.00
Watermain Adjustment	4	EA	\$ 4,200.00	\$ 16,800.00
Type IV Concrete Curb Ramp	1	EA	\$ 5,200.00	\$ 5,200.00
Crushed Aggregate Course	819	CY	\$ 61.00	\$ 49,959.00
12" RCP IRR CL. 5	115	LF	\$ 65.00	\$ 7,475.00
15" RCP IRR CL. 5	58	LF	\$ 64.00	\$ 3,712.00
24" RCP IRR CL. 3	1246	LF	\$ 73.00	\$ 90,958.00
30" RCP IRR CL. 2	253	LF	\$ 145.00	\$ 36,685.00
Bedding	450	CY	\$ 58.00	\$ 26,100.00
Type I Drop Inlet	3	EA	\$ 4,800.00	\$ 14,400.00
Type I Field Inlet	2	EA	\$ 4,500.00	\$ 9,000.00
Type V Drop Inlet	11	EA	\$ 4,600.00	\$ 50,600.00
48" Type 3 Manhole	3	EA	\$ 3,200.00	\$ 9,600.00
60" Type 3 Manhole	4	EA	\$ 5,500.00	\$ 22,000.00
72" Type 3 Manhole	1	EA	\$ 6,700.00	\$ 6,700.00
60" Comb. Type V Drop Inlet/Type 3 Manhole	2	EA	\$ 6,100.00	\$ 12,200.00
Concrete Valley Gutter	24	SY	\$ 182.00	\$ 4,368.00
Estimated Construction Cost				\$ 433,257.00
Contingency (10%)				\$ 43,325.70
Total Construction Cost				\$ 476,582.70
Engineering				\$ 5,000.00
Construction Admin./RPR				\$ 70,000.00
Total Construction Cost				\$ 551,582.70



## Shelby Storm Water Improvements

### 3rd Street Lateral Cost Estimates

Item	Quantity	Unit	Unit Cost	HSG	Unit Cost	Sandry	Unit Cost	Central
Mobilization	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 17,250.00	\$ 17,250.00	\$ 15,820.00	\$ 15,820.00
Traffic control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 13,050.00	\$ 13,050.00	\$ 2,700.00	\$ 2,700.00
Dewatering	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,170.00	\$ 6,170.00
Materials Testing	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,160.00	\$ 4,160.00
Water Service Adjustment	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,520.00	\$ 2,520.00
Watermain Adjustment	4	EA	\$ 4,200.00	\$ 16,800.00	\$ 10,000.00	\$ 16,800.00	\$ -	\$ 16,800.00
Type IV Concrete Curb Ramp	1	EA	\$ 5,200.00	\$ 5,200.00		\$ 5,200.00	\$ -	\$ 5,200.00
Crushed Aggregate Course	819	CY	\$ 70.00	\$ 57,330.00	\$ 51.00	\$ 41,769.00	\$ 59.00	\$ 48,321.00
12" RCP IRR CL. 5	115	LF	\$ 65.00	\$ 7,475.00	\$ 80.00	\$ 9,200.00	\$ 75.00	\$ 8,625.00
15" RCP IRR CL. 5	58	LF	\$ 64.00	\$ 3,712.00	\$ 64.00	\$ 3,712.00	\$ -	\$ 3,712.00
24" RCP IRR CL. 3	1246	LF	\$ 73.00	\$ 90,958.00	\$ 107.00	\$ 133,322.00	\$ 90.00	\$ 112,140.00
30" RCP IRR CL. 2	253	LF	\$ 145.00	\$ 36,685.00	\$ -	\$ 36,685.00	\$ -	\$ 36,685.00
Bedding	450	CY	\$ 58.00	\$ 26,100.00	\$ 35.50	\$ 15,975.00	\$ 39.00	\$ 26,100.00
Type I Drop Inlet	3	EA	\$ 4,300.00	\$ 12,900.00	\$ 4,312.00	\$ 12,936.00	\$ 3,480.00	\$ 12,900.00
Type I Field Inlet	2	EA	\$ 3,000.00	\$ 6,000.00		\$ 6,000.00		\$ 6,000.00
Type V Drop Inlet	11	EA	\$ 4,500.00	\$ 49,500.00	\$ 4,270.00	\$ 46,970.00	\$ 3,345.00	\$ 36,795.00
48" Type 3 Manhole	3	EA	\$ 3,000.00	\$ 9,000.00	\$ 3,600.00	\$ 10,800.00	\$ 3,147.00	\$ 9,441.00
60" Type 3 Manhole	4	EA	\$ 5,500.00	\$ 22,000.00		\$ 22,000.00		\$ 22,000.00
72" Type 3 Manhole	1	EA	\$ 6,700.00	\$ 6,700.00		\$ 6,700.00		\$ 6,700.00
60" Comb. Type V Drop Inlet/Type	2	EA	\$ 6,100.00	\$ 12,200.00		\$ 12,200.00		\$ 12,200.00
Concrete Valley Gutter	24	SY	\$ 170.00	\$ 4,080.00		\$ 4,080.00		\$ 4,080.00
Estimated Construction Cost				\$ 429,140.00		\$ 432,749.00		\$ 399,069.00

Bid items from the Shelby Storm Phase II did not match 3rd Street Lateral bid items. Unit price from HSG original 3rd street costs were used for all contracotrs

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** – Task Order Edition dated December 1, 2013.

**Amendment To Task Order - Shelby Storm Water Improvements**

---

1. Background Data:

- a. Effective Date of Task Order Agreement: August 5, 2019
- b. Owner: City of Shelby
- c. Engineer: Kadrmas, Lee, & Jackson, Inc.
- d. Specific Project: Shelby Storm Water Improvements

2. Nature of Amendment

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to Services of Engineer
- ☐ Modifications to Responsibilities of Owner
- ☒ Modifications to Payment to Engineer
- ☐ Modifications to Time(s) for rendering Services
- ☐ Modifications to other terms and conditions of the Task Order

3. Description of Additional Services and Modifications

Attachment 1, "Additional Services and Modifications"

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is August 5, 2019.

OWNER:

By: Gary McDermott

Title: Mayor

Date  
Signed: \_\_\_\_\_

ENGINEER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed  
: \_\_\_\_\_

This is **Attachment 1**, consisting of 1 page, to Amendment No. 1, dated August 5, 2019; Task Order – **Shelby Storm Water Improvements.**

### **Additional Services and Modifications**

---

1. Engineer shall perform the following Additional Services and Modifications:

Update the previously approved construction documents associated with the 3<sup>rd</sup> Street lateral to support a contractor Change Order for the work. Effort involves separating the 3<sup>rd</sup> Street lateral sheets from the original project, ensuring functionality and compatibility with the currently approved project, and removing restoration of the asphalt to save project costs.

Provide additional RPR services related to the 3<sup>rd</sup> Street lateral change order. RPR services are estimated at 10 weeks of full-time RPR (50 hours per week) services including reimbursable living expenses.

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

#### **Payments to Engineer**

Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
<i>Engineer Services</i>	<i>Standard Hourly Rates</i>	<i>Not To Exceed \$5,000</i>
<i>RPR Services</i>	<i>Standard Hourly Rates</i>	<i>Not To Exceed \$70,000</i>

3. The schedule for rendering services is modified as follows:

#### **Times for Rendering Services**

Task

Completion Date

3<sup>rd</sup> Street Lateral

Task order completion date

## PORT OF NORTHERN MONTANA BOARD

JULY 11<sup>TH</sup> 2019

The Port of Northern Montana Board of Directors meeting was held at the Griddle Café on JULY 11th 2019. The meeting was called to order by Chairmen Byron Kluth at 7:10 am. Members present: Director, Larry Bonderud, Byron Kluth, Dan Whitted, Jay Lanius, Pat Simons, Travis Clark, Joe Fretheim, Mark Cole, Commissioner Joe Pehan, and guests ~ Commissioners Mary Ann Harwood and Don Hartwell, Curtis Shuck Universal Exports Ltd., Lorette Carter, Jade Goroski, and Kathy Alvestad recording minutes.

**MINUTES** -Review of June 6<sup>th</sup> 2019 minutes. Minutes approved with no changes. Motion made and Pat second the motion.

**PUBLIC COMMENT**|-Jade Goroski had questions about Lots 1 & 2, with regard to Master Lease.

**TREASURER REPORT** - Executive Director Bonderud presented the financials. YTD revenues exceed expenditures. Budget for 19-20 will be prepared soon.

**CLAIMS**- Triple Tree claim was questioned. No other questions. Claims approved. Jay motioned and Dan second the motion.

**DIRECTOR REPORT:** Savage meeting and discussion of Master Lease. Derailment was discussed. Hiring of Savage for railcar switching.

**CHS Inc.** ~ No new information was presented.

- a) **Commercial Lynk**~Constructing track for Lot 5 is in process with Patrick Construction.
- b) **Mountain View Reload** ~ No new information.
- c) **Calumet Lubricants, Co.** – Wants to stay with PNM and is considering a 2-3 year storage Agreement.
- d) **Hinrich's Trading Company** ~Hinrichs is building new scale and planning to sell the current one to the Port of Northern MT. Ongoing negotiations with Phil.
- e) **Dick Irvin Incorporated** ~ No update to report.
- f) **Viterra** ~ no information to report.
- g) **Pat's Off-road Inc** ~Dirt work has been completed. Waiting for Tank Erectors.
- h) **Savage**~- New Master Lease presented to board. Trip to SLC a success. Negotiated an outline. Motion made to approve Savage for Ports rail movement. Travis moved and Pat second the motion. This will work into the Master Lease.
- i) **Pacific Steel**~ Incident discussed on derailment June 26<sup>th</sup>. Pacific Steel has been terminated as Railcar switcher for Port .
- j) **Data Center** ~ Working with NaturEner and their tech team. NaturEner is in negotiations with a Data Center Company. A team has been put together to help with facility development.



- k) **Subdivision update~ Master plan presented.** Number one priority rail 2970 arrival and departure track and the buildout of Calumet project.

**UNIVERSAL EXPORTS:**

- **The Master Planning Process with Triple Tree Engineering**
- **Commercial Lynks Lease Negotiations**
- **Pat's Off-Road Project and sourcing additional railcars to serve their growing market**
- **Savage Services Business Development for the Shelby Terminal.**
- **Canadian oil project discussed**

With no further business, the meeting was adjourned.

---

Chairman Byron Kluth



Letters sent to the following  
regarding overgrown vegetation.

Posted 7/16/19

#58 – 4<sup>th</sup> St. South – Douglas Parker ( P.O. Box 175 Kevin, MT.)

#2 – 528 8<sup>th</sup> Ave. South – Samantha Court LLC ( Oregon )

#14 – 546 8<sup>th</sup> Ave. South – Ken Flesch

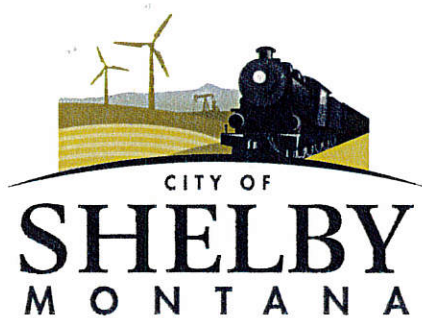
#4 – 533 5<sup>th</sup> St. South – Bob Clark

#8 – 1007 Cedar Ave. – Marlin Schmidt

#8 – 1023 Cedar Ave. – Marlin Schmidt

#18 – Cedar & 10<sup>th</sup> – City of Shelby

#19 – 1035 Birch Ave. \_ James Love



Lorette Carter  
Community Development  
112 1<sup>st</sup> Street South  
Shelby, MT 59474  
(406) 434-5222  
(406) 450-4067  
[shbcddc@3rivers.net](mailto:shbcddc@3rivers.net)  
[www.shelbymt.com](http://www.shelbymt.com)

July 17, 2019

To: Doug Parker  
From: Lorette Carter, Community Development

**RE: Overgrown vegetation**

The City is posting MOW NOTICES for overgrown vegetation in residential yards, commercial properties and vacant lots as per Chapter 4 – Weed Control of the City Ordinances found on the city's website at [www.shelbymt.com](http://www.shelbymt.com). A mow notice has been placed on the property located on 4<sup>th</sup> St. South which we show your ownership.

Once a MOW NOTICE is posted, property owners have a week to care for their property. If the city crew has to mow, the property owner will be billed and it's very expensive! If the bill is not paid, a lien may be placed on the property. Once mowed, the sign must be returned in good condition to City Hall or City Shop or a replacement fee will be charged.

We do not want to impose financial penalties on property owners and so we hope you can address the property immediately. We appreciate you working with us to improve our neighborhoods and beautify Shelby.

Thank you,

Lorette Carter  
City of Shelby

Cc: Gary McDermott, Mayor  
Shelby City Council

## **Shelby – Toole County Transportation Safety/DUI Task Force Committee Meeting**

**July 24, 2019**

**In attendance:** Mary Miller, Alliance for Youth; Blair Tomscheck, Toole County Health Dept.; Joe Pehan, Toole County Commissioner; Don McNett, MDT; Merle Raph, County Attorney; Undersheriff Ryan Larson; Joe Rapkoch, City Judge; Robyn Kimmet, DUI Task Force Coordinator; Lorette Carter, City of Shelby and guest, Pam Langve Davis – MDT Comprehensive Highway Safety Planning Division.

### **I. Introductions**

### **II. Strategies**

#### **Inattentive/Distracted Strategies**

**1. Community Referendum on Handheld Cell Phone Ban:** House Bill 178 – to Prohibit Texting and Driving by Minors made it out of committee, but was voted down on the Montana House floor earlier this year. Merle Raph asked about the opposition to the bill which Pam will follow up with additional information. Lorette will also send a letter of concern to area legislatures to encourage support for a state-wide referendum.

**2. Employer Program on Risks of Distracted Driving:** The Committee continues to provide education resources to employers via the Chamber list serve and through the Committee/Task Force list serve. Education has been distributed on the following subjects:

- Safety Incentive Programs: Best Practices and Common Pitfalls
- May is Motorcycle Safety Awareness month, remember ‘Share the Road’
- Bike/Pedestrian Safety Tips
- Drive Aware, Motorcyclists are Everywhere

**3. School Education Program:** Mary Miller, Alliance for Youth is working with North Toole County High School to bring in motivational speaker, Jeff Veley who will give presentations and break-out sessions. Veley focuses on anti-bullying, suicide and other social behaviors.

**4. DARE/SRO position:** Undersheriff Larson reported there are two officers interested in the DARE/SRO program, but training opportunities are limited and officers must have 2 years of service in order to attend DARE training. Mary Miller noted she is correspondence with Sheriff Whitt to work on an “Adopt a Cop” Program which brings officers into classrooms on a regular basis and “Coffee with a Cop” Program which is a community outreach program.

## Impaired Driving Strategy

1. **Designated Driver Program:** Mary and Lorette will attend the next Tavern Association Meeting to encourage participation in this committee.
2. **Responsible Alcohol Sales and Services:** Mary Miller, RASS Trainer has trained two employees of Noon's. Marias Valley Golf Course has contacted Mary to train ten employees.
3. **Law Enforcement Report:** Undersheriff Larson reported the department has put the joint training with Conrad law enforcement on hold for the time being as they are short-staffed. Two officers have graduated from the academy and two more will attend in September. One new officer will be starting August 13<sup>th</sup>. The Marias Fair was very quiet this year with only one DUI and no MIP's. Ryan also reported the department has been awarded a 911 Grant to upgrade the record management & mapping system at the facility.
4. **School Education Program:** Please refer to Section 3 of Strategy I.

## III. DUI Task Force:

Robyn Kimmet, coordinator reported the DUI Task Force Program Plan for 2019/2020 fiscal year has been approved. She reported the Task Force received \$1,450.00 in undisbursed funds as well as \$470.00 in donations to the program. The DUI Task Force will be represented at National Night Out, August 6<sup>th</sup>. Robyn will work with Supt. Crump on a Power of Choice Program for Shelby and NTCHS as well as contacting school about Red Ribbon Week contributions. Robyn will attend the State Transportation Planning meeting October 30<sup>th</sup> and 31<sup>st</sup> in Helena.

## Open Forum:

**Safe Routes to School:** Lorette Carter reported the Shelby School District #14 SRTS walking program will begin September 11<sup>th</sup> and continue through October 16<sup>th</sup>.

**Alliance for Youth:** Mary Miller reported the "Health Rocks" camp, which is scheduled for August 8<sup>th</sup> through 11<sup>th</sup> is full with 23 students attending. Mary also reported on National Night Out, which is August 6<sup>th</sup> at the Aronow Park. The following will be represented or have contributed to the event: Toole County Sheriff's Office; Toole County Commissioners; City of Shelby; Toole County Health Department; Shelby Volunteer Fire Department; Toole County Ambulance; Core Civic; Marias Health Care Foundation; Marias Medical Center; US Border Patrol; Montana Fish & Game; Town Pump Corp.; Mark Daniels; and First Baptist Church.

**Criminal Justice Committee:** No report.

**Other Matters:**

Toole County Commissioner Joe Pehan reported the county is continuing rural road work as part of the FEMA recovery project.

MDOT Maintenance Supervisor Don McNett reported north Toole County will be receiving a tow plow this fall. The additional plow is attached to the snow plow allowing the driver to plow both sides of the Interstate at one time. MDT will be bid letting for a mil and fill project for Roosevelt Highway in September if the storm water project is completed in a timely manner. There is also plans to do road work on Main Street and Oilfield Avenue in the next year.

Blair Tomsheck, Toole County Health Department has started part-time at the department. She will be assisting with immunizations, WIC, communicable disease control and other duties. Robyn and Blair noted there have been no reports of West Nile in the county thus far this season.

City Judge Joe Rapkoch reported the office will be hiring a part-time clerk. The office has seen an increase in traffic issues.

MDT Comprehensive Highway Safety Planning Division – Pam Langve Davis spoke on the upcoming work that will be devoted to a new State safety plan as part of the Federal Strategic Safety Plan. Pam also handed out crash data from Shelby and Toole County. She mentioned the MDOT Newsline newsletter and mini grants available. Lastly, she mentioned Operation Safe Driver from the Motor Carrier's Association and Operation Lifesaver –rail safety education as resources for our local schools and driver education programs.

With no further business, the next meeting was planned for **Thursday, October 17, 2019** at 10:00 at Shelby City Hall.

Meeting Adjourned.

## City and Statewide Crash Data ( 2009 - 2018 )

Crash Description ----->

**Careless/Inattentive/Distracted Driver Involved**

City ----->

**Shelby**

Data retrieved

June 25, 2019

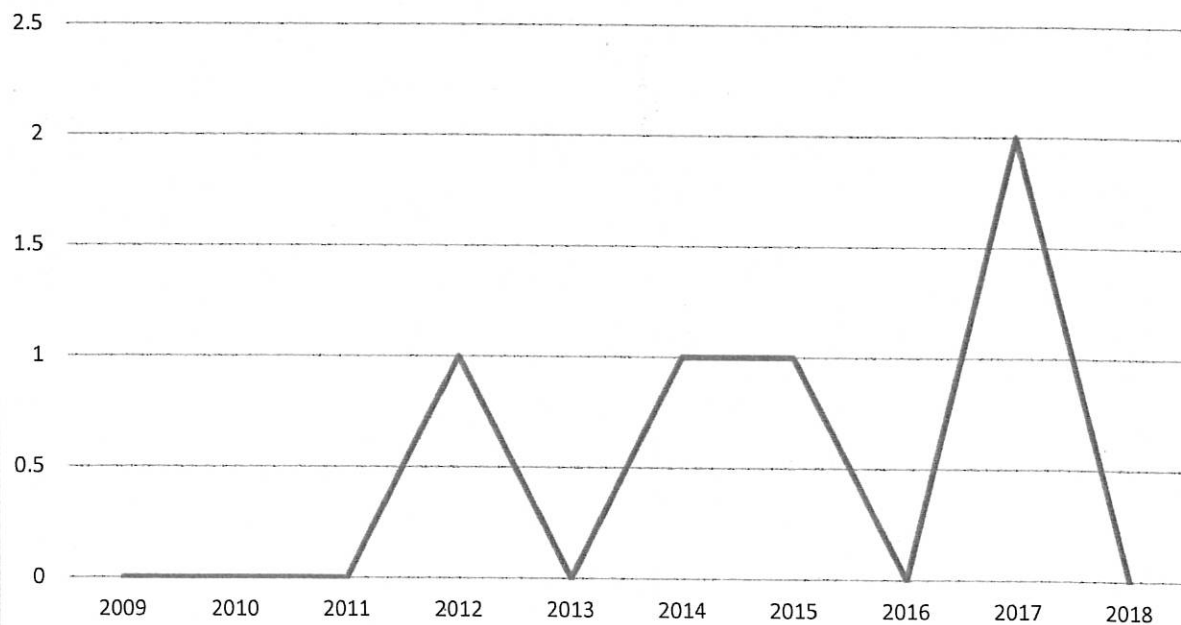
MDT Crash Database is a dynamic system. Crash data is continually reviewed and updated. Data values may be different than previous publications.

<b>Injury Severity</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Fatality	0	0	0	0	0	0	0	0	0	0
Serious Injury	0	0	0	1	0	1	1	0	2	0
Other Injury	1	0	4	7	0	2	2	2	2	0
No Injury	3	0	22	19	16	18	28	16	15	33
Unknown/Other	0	0	6	1	5	4	5	3	3	6
<b>Total</b>	<b>4</b>	<b>0</b>	<b>32</b>	<b>28</b>	<b>21</b>	<b>25</b>	<b>36</b>	<b>21</b>	<b>22</b>	<b>39</b>

<b>Crash Severity</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Fatal Crash	0	0	0	0	0	0	0	0	0	0
Serious Injury Crash	0	0	0	1	0	1	1	0	2	0
Other Injury Crash	1	0	2	4	0	2	2	2	1	0
No Injury Crash	0	0	5	8	15	12	18	9	10	15
Unknown/Other Crash	0	0	2	0	0	1	0	0	1	1
<b>Total</b>	<b>1</b>	<b>0</b>	<b>9</b>	<b>13</b>	<b>15</b>	<b>16</b>	<b>21</b>	<b>11</b>	<b>14</b>	<b>16</b>

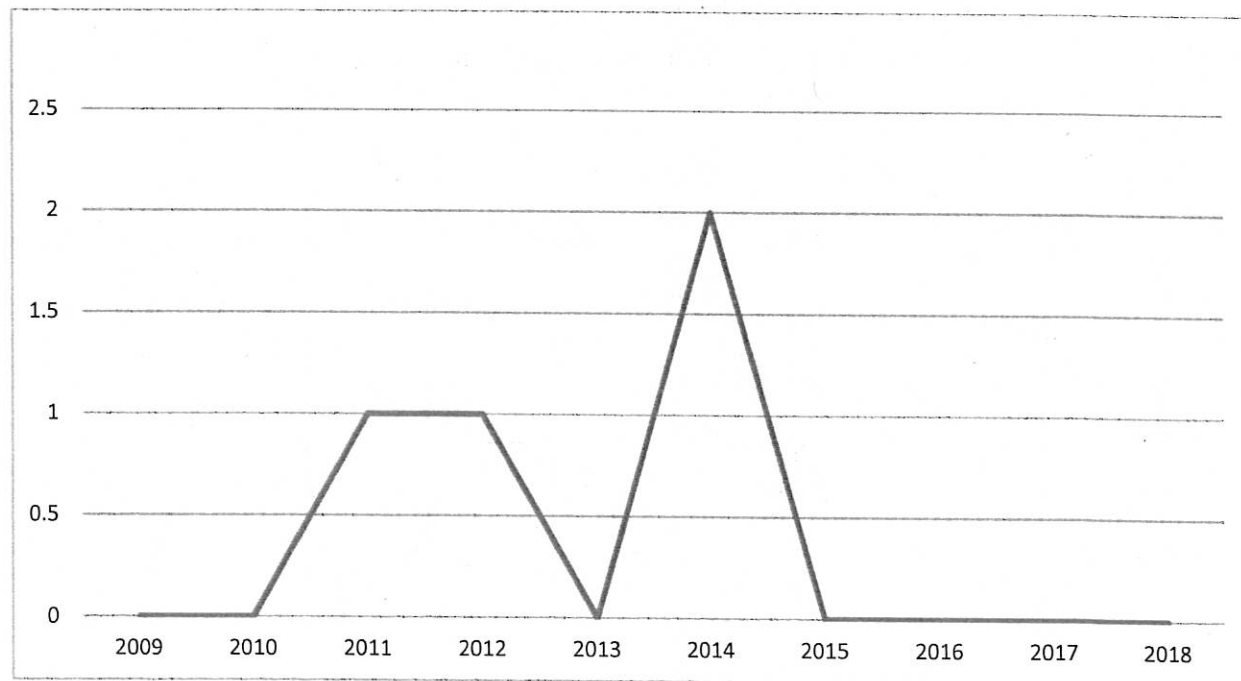
**Fatalities & Serious Injuries**



## City and Statewide Crash Data ( 2009 - 2018 )

Crash Description ----->		Impaired Driver Involved								
City ----->		Shelby								
	Data retrieved		June 25, 2019			MDT Crash Database is a dynamic system. Crash data is continually reviewed and updated. Data values may be different than previous publications.				
Injury Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatality	0	0	0	0	0	0	0	0	0	0
Serious Injury	0	0	1	1	0	2	0	0	0	0
Other Injury	2	0	4	2	0	0	0	0	1	0
No Injury	6	5	4	9	4	2	2	2	0	1
Unknown/Other	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>8</b>	<b>5</b>	<b>9</b>	<b>12</b>	<b>4</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>
Crash Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatal Crash	0	0	0	0	0	0	0	0	0	0
Serious Injury Crash	0	0	1	1	0	2	0	0	0	0
Other Injury Crash	1	0	2	1	0	0	0	0	1	0
No Injury Crash	5	4	1	7	3	1	1	1	0	1
Unknown/Other Crash	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>9</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>

Impaired Driving Related Fatalities & Serious Injuries





## City and Statewide Crash Data ( 2009 - 2018 )

Crash Description ---->

All Crashes

City ---->

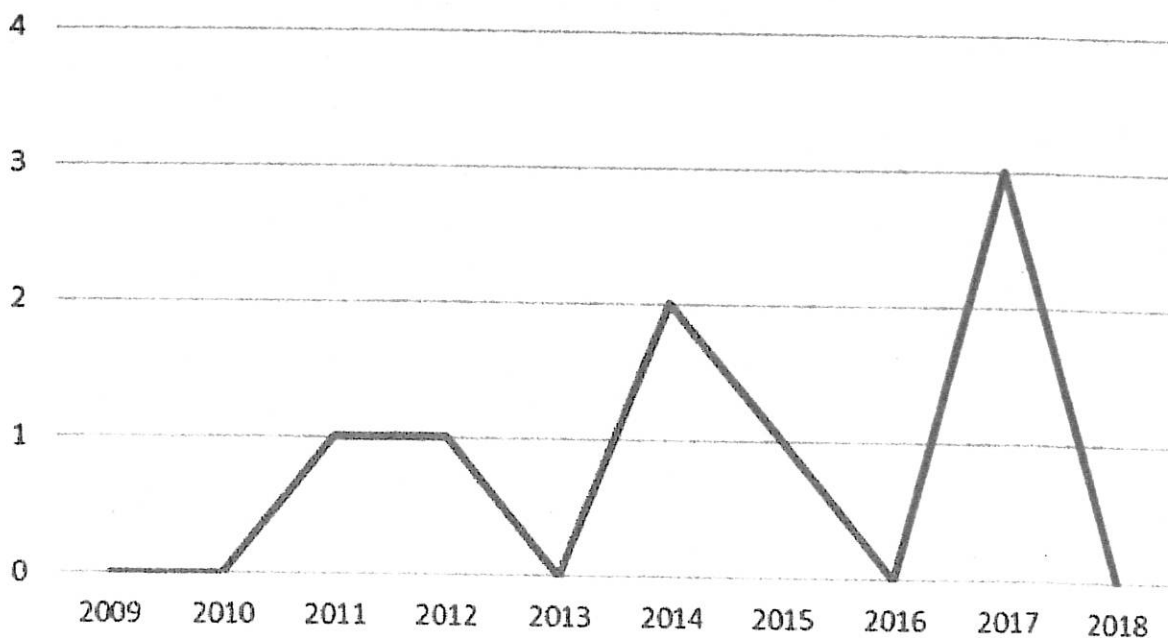
Shelby

	Data retrieved		June 25, 2019			MDT Crash Database is a dynamic system. Crash data is continually reviewed and updated. Data values may be different than previous publications.				
<b>Injury Severity</b>	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatality	0	0	0	0	0	0	0	0	0	0
Serious Injury	0	0	1	1	0	2	1	0	3	0
Other Injury	4	9	8	10	2	3	7	6	6	1
No Injury	35	68	64	50	48	58	57	38	53	76
Unknown/Other	10	18	31	6	17	12	7	8	6	17
<b>Total</b>	49	95	104	67	67	75	72	52	68	94

<b>Crash Severity</b>	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatal Crash	0	0	0	0	0	0	0	0	0	0
Serious Injury Crash	0	0	1	1	0	2	1	0	3	0
Other Injury Crash	3	5	5	7	2	3	7	4	4	1
No Injury Crash	31	44	29	30	47	38	37	28	34	41
Unknown/Other Crash	0	1	10	0	1	1	0	0	1	1
<b>Total</b>	34	50	45	38	50	44	45	32	42	43

### Fatalities & Serious Injuries



## County and Statewide Crash Data ( 2009 - 2018 )

Crash Description ----->

Impaired Driver Involved

County ----->

Toole

Data retrieved

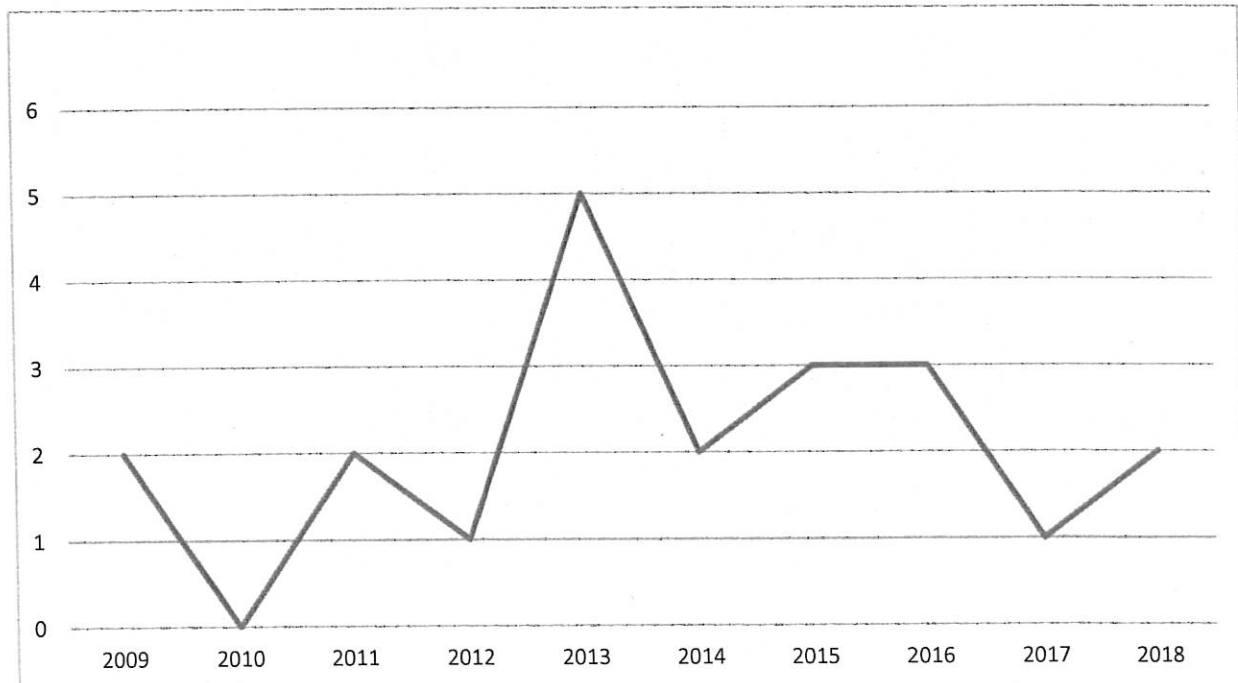
June 25, 2019

MDT Crash Database is a dynamic system. Crash data is periodically updated with new, revised, or additional information. Data values may vary from previous publications.

Injury Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatality	0	0	0	0	1	0	1	1	0	1
Serious Injury	2	0	2	1	4	2	2	2	1	1
Other Injury	7	4	6	6	1	0	1	8	6	2
No Injury	11	10	7	10	14	3	7	5	5	4
Unknown/Other	0	1	0	1	1	0	1	0	0	0
<b>Total</b>	<b>20</b>	<b>15</b>	<b>15</b>	<b>18</b>	<b>21</b>	<b>5</b>	<b>12</b>	<b>16</b>	<b>12</b>	<b>8</b>

Crash Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatal Crash	0	0	0	0	1	0	1	1	0	1
Serious Injury Crash	2	0	2	1	1	2	2	1	1	1
Other Injury Crash	4	3	4	4	1	0	0	4	4	2
No Injury Crash	10	6	3	8	6	2	2	4	3	4
Unknown/Other Crash	0	1	0	0	0	0	1	0	0	0
<b>Total</b>	<b>16</b>	<b>10</b>	<b>9</b>	<b>13</b>	<b>9</b>	<b>4</b>	<b>6</b>	<b>10</b>	<b>8</b>	<b>8</b>

Impaired Driver Involved Fatalities & Serious Injuries



## County and Statewide Crash Data ( 2009 - 2018 )

Crash Description ----->

Careless/Inattentive/Distracted Driver Involved

County ----->

Toole

Data retrieved

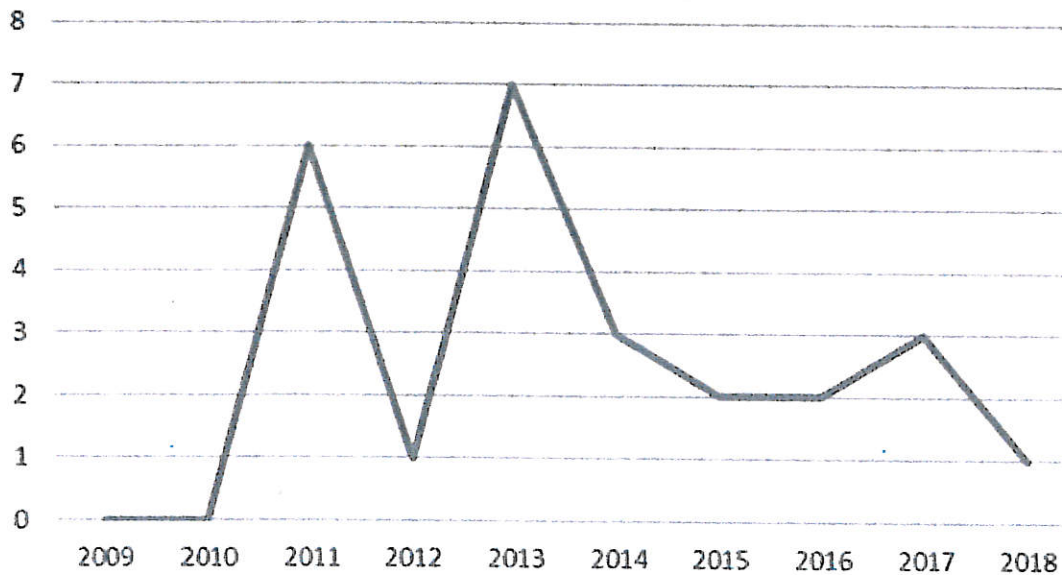
June 25, 2019

MDT Crash Database is a dynamic system. Crash data is periodically updated with new, revised, or additional information. Data values may vary from previous publications.

Injury Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatality	0	0	0	0	2	0	1	1	0	0
Serious Injury	0	0	6	1	5	3	1	1	3	1
Other Injury	2	4	39	10	10	13	11	10	5	9
No Injury	8	7	29	31	40	34	39	21	19	44
Unknown/Other	1	0	7	2	5	4	6	3	3	6
<b>Total</b>	<b>11</b>	<b>11</b>	<b>81</b>	<b>44</b>	<b>62</b>	<b>54</b>	<b>58</b>	<b>36</b>	<b>30</b>	<b>60</b>

Crash Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatal Crash	0	0	0	0	2	0	1	1	0	0
Serious Injury Crash	0	0	2	1	2	3	1	1	3	1
Other Injury Crash	2	4	4	6	6	5	7	7	3	6
No Injury Crash	5	3	10	14	22	17	24	12	14	21
Unknown/Other Crash	0	0	2	1	0	1	0	0	1	1
<b>Total</b>	<b>7</b>	<b>7</b>	<b>18</b>	<b>22</b>	<b>32</b>	<b>26</b>	<b>33</b>	<b>21</b>	<b>21</b>	<b>29</b>

### Fatalities & Serious Injuries



## County and Statewide Crash Data ( 2009 - 2018 )

Crash Description ----->

All Crashes

County ----->

Toole

	Data retrieved		June 25, 2019			MDT Crash Database is a dynamic system. Crash data is periodically updated with new, revised, or additional information. Data values may vary from previous publications.				
Injury Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatality	0	0	0	0	2	0	1	2	0	1
Serious Injury	4	2	13	4	7	6	7	3	6	4
Other Injury	21	31	60	28	20	22	31	30	17	16
No Injury	103	147	158	130	168	131	133	92	138	168
Unknown/Other	21	20	40	8	20	12	12	10	8	18
<b>Total</b>	<b>149</b>	<b>200</b>	<b>271</b>	<b>170</b>	<b>217</b>	<b>171</b>	<b>184</b>	<b>137</b>	<b>169</b>	<b>207</b>

Crash Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatal Crash	0	0	0	0	2	0	1	2	0	1
Serious Injury Crash	4	2	7	4	3	6	7	2	6	4
Other Injury Crash	16	21	24	19	14	12	22	16	11	12
No Injury Crash	76	87	83	74	107	73	80	62	78	95
Unknown/Other Crash	1	2	12	1	1	1	2	1	1	1
<b>Total</b>	<b>97</b>	<b>112</b>	<b>126</b>	<b>98</b>	<b>127</b>	<b>92</b>	<b>112</b>	<b>83</b>	<b>96</b>	<b>113</b>

Fatalities & Serious Injuries

