

Superintendent's Report

Paving:

They are scheduled to be back Sept. 10 to finish our paving.

Landfill:

The hydraulic pump for the Scraper had to be removed and taken to Cat to get overhauled.

Water:

All water samples came back good. We had to put in new curb stop risers at the city shop as they were rusted out and we couldn't get on them. We checked out Ernie Habits new water line and it got kinked and had a hole in it causing air and dirty water to enter his line. We have been using about 1.5 million gallons of water a day. We are installing a meter pit at the Clearwater tank at the river.

Streets:

We milled Sanders Ave. and bladed it to match the curb and gutter there. There is a soft spot where the curb stop was leaking, but it should firm up now.

Pool:

The last day for the pool will be August 22. The Splash park will stay open as long as weather permits.

Sewer:

The 4th Cell is progressing really good.

MARK'S TIRE & ALIGNMENT

BOX 628
SHELBY, MT 59474

Estimate

Date	Estimate #
8/14/2018	107

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

Project

Description	Qty	Cost	Total
20.5X25 TITAN LOADER DOZER 16PLY	4	1,250.00	5,000.00
Total			\$5,000.00



Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Rd., Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

August 9, 2018

City of Shelby, MT
Attention: Mr. Gary McDermott
112 1st Street South
Shelby, MT 59474

17-58331

Dear Mr. McDermott:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$28,469.00 payable to BNSF Railway Company which covers the \$28,269.00 contract fee for the first year and the \$200.00 balance on the processing fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1,266.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$1,600.00.

Sincerely,

Patricia Villegas

Patricia Villegas
Permit Manager
Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2018, (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF SHELBY, MT** ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, with various sizes including: 18", 24", 42", 48", 54" inches in diameter (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Shelby, County of Toole, State of Montana, Line Segment 0036, Mile Post 1006.41/99.73 as shown on the attached Drawing No. 70428A - 70428D, dated June 29, 2018, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry stormsewer, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee.
 - (a) Licensee shall pay Licensor, as compensation for this license, the sum of twenty-eight thousand two hundred sixty-nine and No/100 Dollars (\$28,269.00) ("**Base License Fee**") for the first year this License is in effect. Base License Fee shall increase 3% annually during the term of the license. Licensor reserves the right to change licensing fee as conditions warrant. Billing or acceptance by Licensor of any license fee shall not imply a definite term or otherwise restrict either party from canceling this License as provided herein. Either party hereto may assign any receivables due it under this License; provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this License. All licensing fees and other monetary payments under this License from Licensee to Licensor shall be delivered solely to the following address:

BNSF Railway Company
Jones Lang LaSalle Representative for BNSF
P.O. Box 676160
Dallas, Texas 75267-6180

Licensor shall have the right to designate at any time and from time to time a different address for delivery of such payments. No licensing fee or other payment sent to any other address shall be deemed received by Licensor unless and until Licensor has actually posted such payment as

received on the account of Licensee, and Licensee shall be subject to all default provisions hereunder, late fees and other consequences as a result thereof in the same manner as if Licensee had failed or delayed in making any payment.

- (b) Licensee acknowledges that Licensor utilizes the licensing fee collection system involving direct deposit of monies received through a financial institution selected by Licensor, which precludes Licensor's ability to exercise rejection of a licensing fee before Licensee's check is cashed. Licensee agrees that as a condition of Licensor granting this License, Licensee hereby waives any rights it may have under law to force continuation of this License due to Licensor having accepted and cashed Licensee's licensing fee remittance. Licensor shall have the option of rejecting Licensee's payment by refunding to Licensee the licensing fee amount paid by Licensee, adjusted as set forth in this License, and enforcing the termination provisions of this License.
- (c) Licensee shall pay the Base License Fee and all additional amounts due as and when the same become due and payable, without demand, set-off, or deduction. Licensee's obligation to pay Base License Fee and all amounts due under this License is an independent covenant and no act or circumstance, regardless of whether such act or circumstance constitutes a breach under this License by Licensor, shall release Licensee of its obligation to pay Base License Fee and all amounts due as required by this License.

7. Costs and Expenses.

- 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
- 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

- 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall notify Licensor's Roadmaster, at 198 1/2 Right of Way Shelby, MT 59474, telephone (406) 265-0318, or at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any

reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.

- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (*e.g.*, consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY**

LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$4,435.00.

- I **elect** to participate in Licensor's Blanket Policy;
- I **elect not** to participate in Licensor's Blanket Policy.

- 15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.
- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.
17. Environmental.
- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the

Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.
- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all

of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2301 Lou Menk Drive GOB-3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Shelby, MT
112 1st Street South
Shelby, MT 59474

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____

Title: Mark Ude
AVP – Corporate Real Estate Department

Date: _____

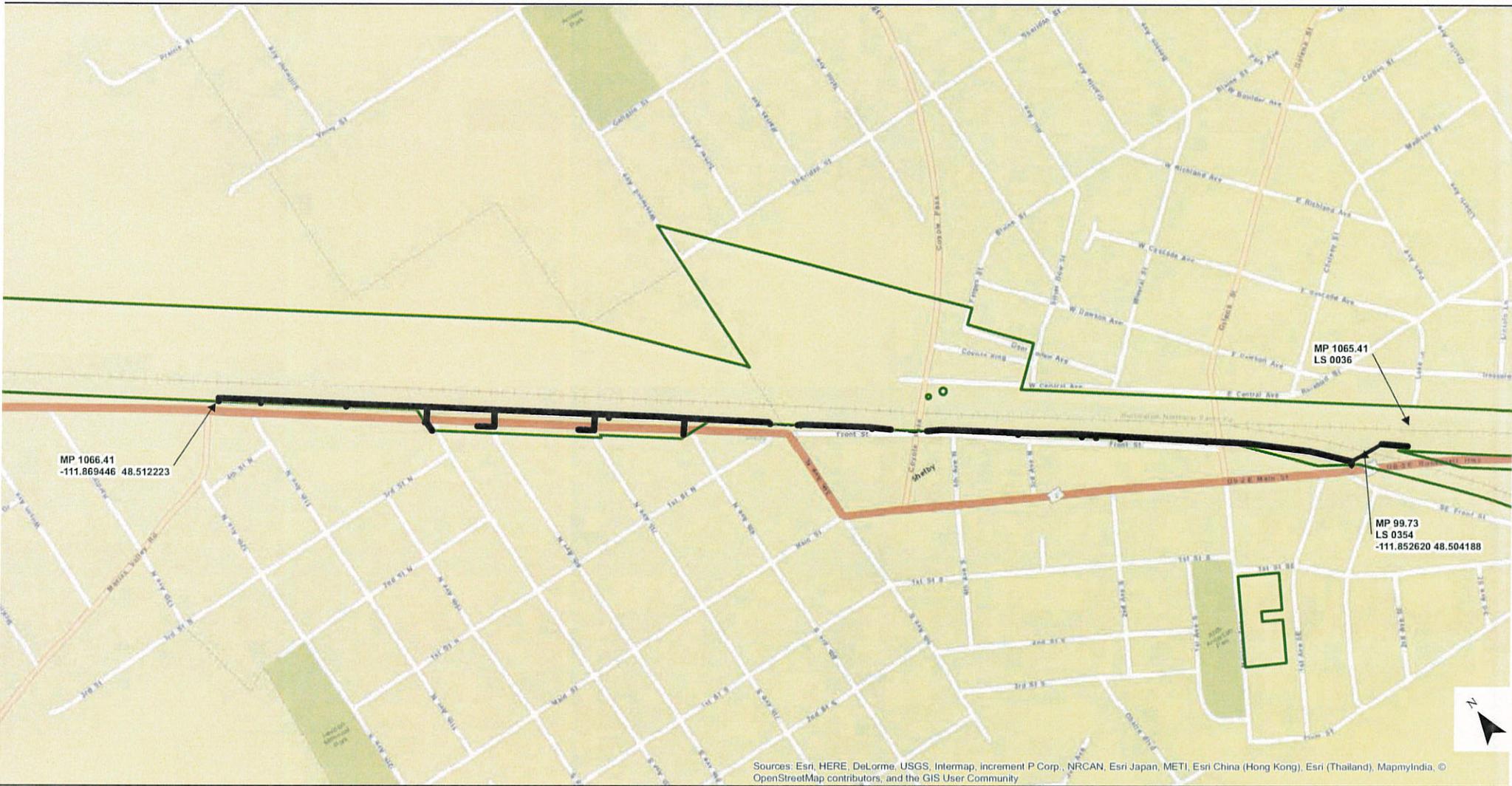
LICENSEE:

CITY OF SHELBY, MT

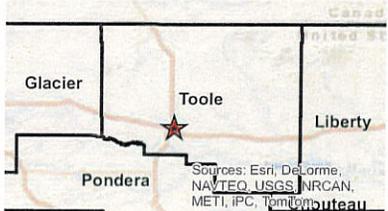
By: _____

Title: _____

Date: _____



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



ATTACHED TO CONTRACT BETWEEN
 BNSF RAILWAY COMPANY
 AND
CITY OF SHELBY, MONTANA
 SHELBY, MT



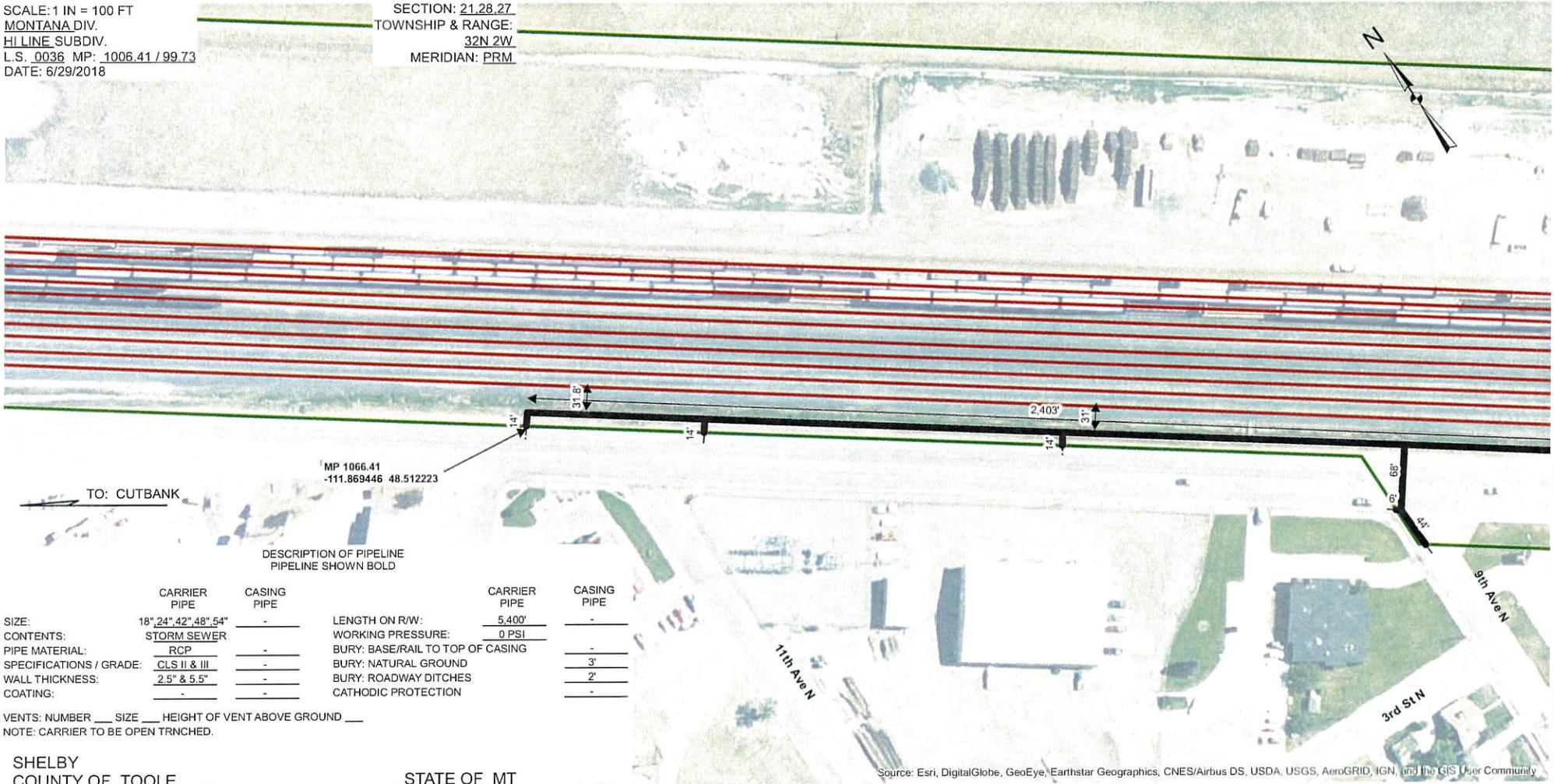
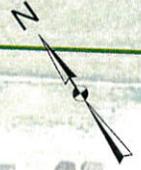
EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND

CITY OF SHELBY, MONTANA

SCALE: 1 IN = 100 FT
 MONTANA DIV.
 HILL LINE SUBDIV.
 L.S. 0036 MP: 1006.41 / 99.73
 DATE: 6/29/2018

SECTION: 21,28,27
 TOWNSHIP & RANGE:
 32N 2W
 MERIDIAN: PRM

TRIM LINE



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	18", 24", 42", 48", 54"	-	LENGTH ON R/W:	5,400'	-
CONTENTS:	STORM SEWER	-	WORKING PRESSURE:	0 PSI	-
PIPE MATERIAL:	RCP	-	BURY: BASE/RAIL TO TOP OF CASING	-	-
SPECIFICATIONS / GRADE:	CLS II & III	-	BURY: NATURAL GROUND	3'	-
WALL THICKNESS:	2.5" & 5.5"	-	BURY: ROADWAY DITCHES	2'	-
COATING:	-	-	CATHODIC PROTECTION	-	-

VENTS: NUMBER ___ SIZE ___ HEIGHT OF VENT ABOVE GROUND ___
 NOTE: CARRIER TO BE OPEN TRNCHED.

SHELBY COUNTY OF TOOLE STATE OF MT

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and The GIS User Community

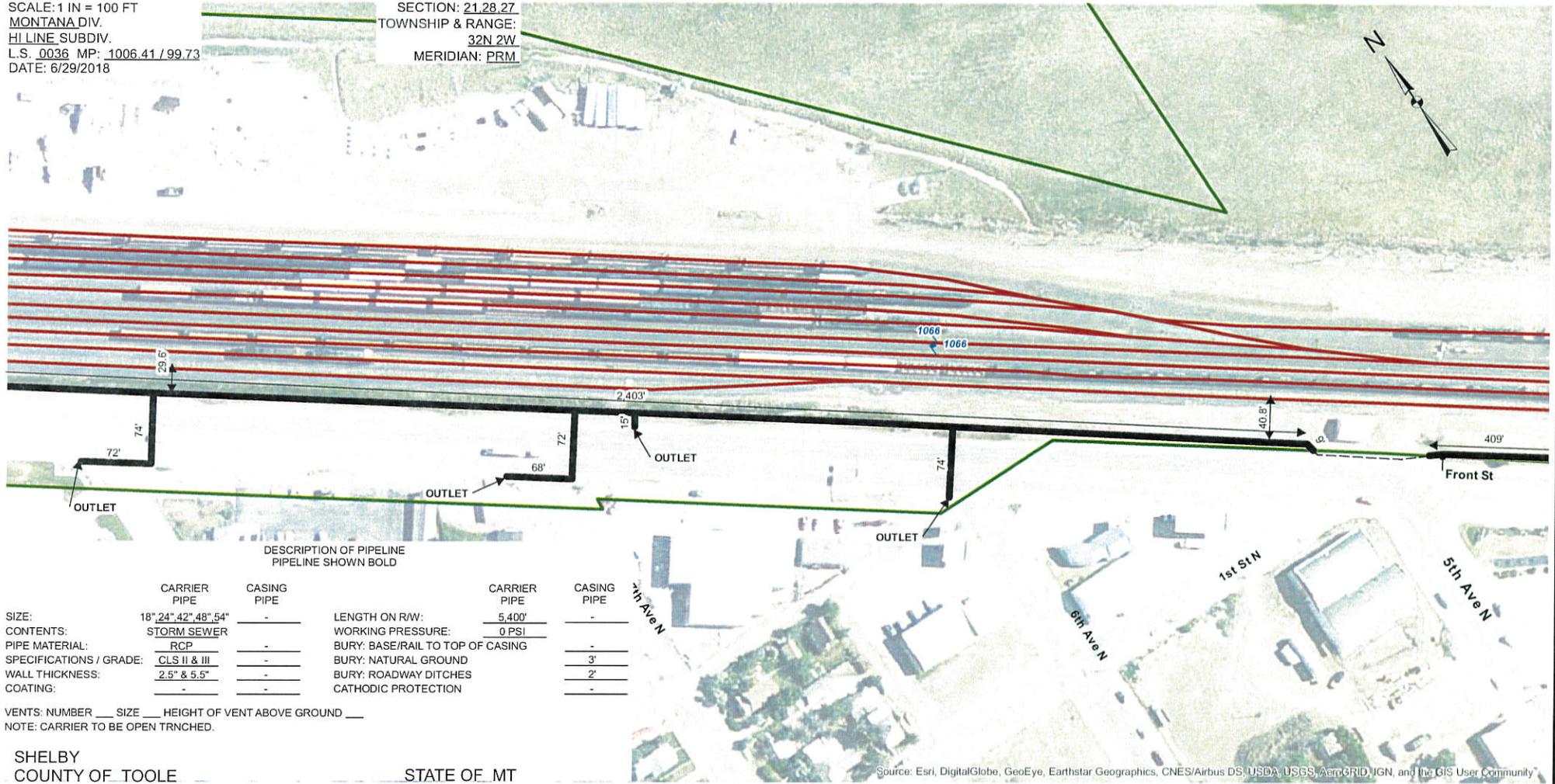
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SHELBY COUNTY OF TOOLE STATE OF MT

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

COORDINATE SYSTEM: MT

TRACKING NO. 17-58331

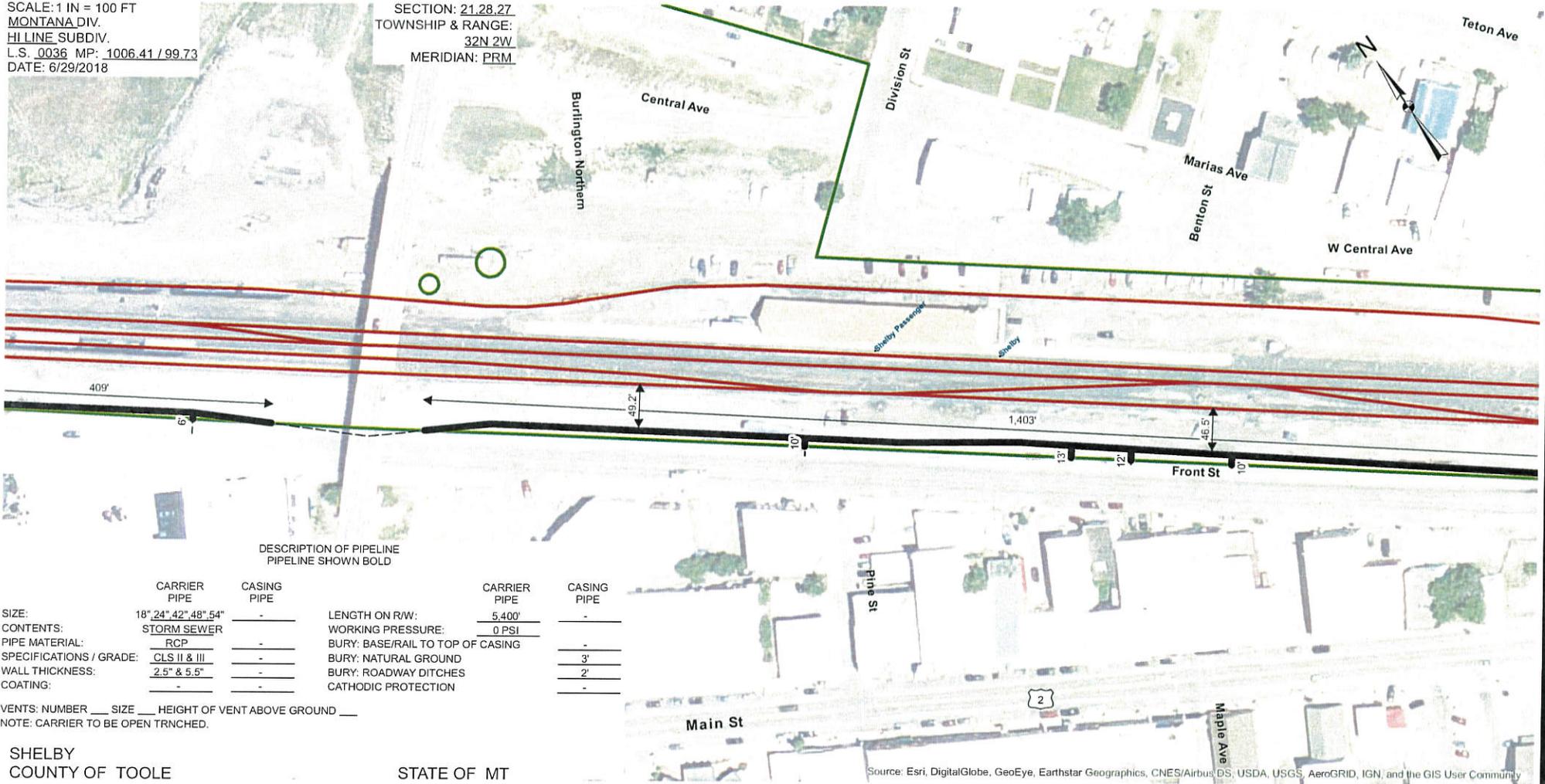
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SHELBY
COUNTY OF TOOLE

STATE OF MT

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

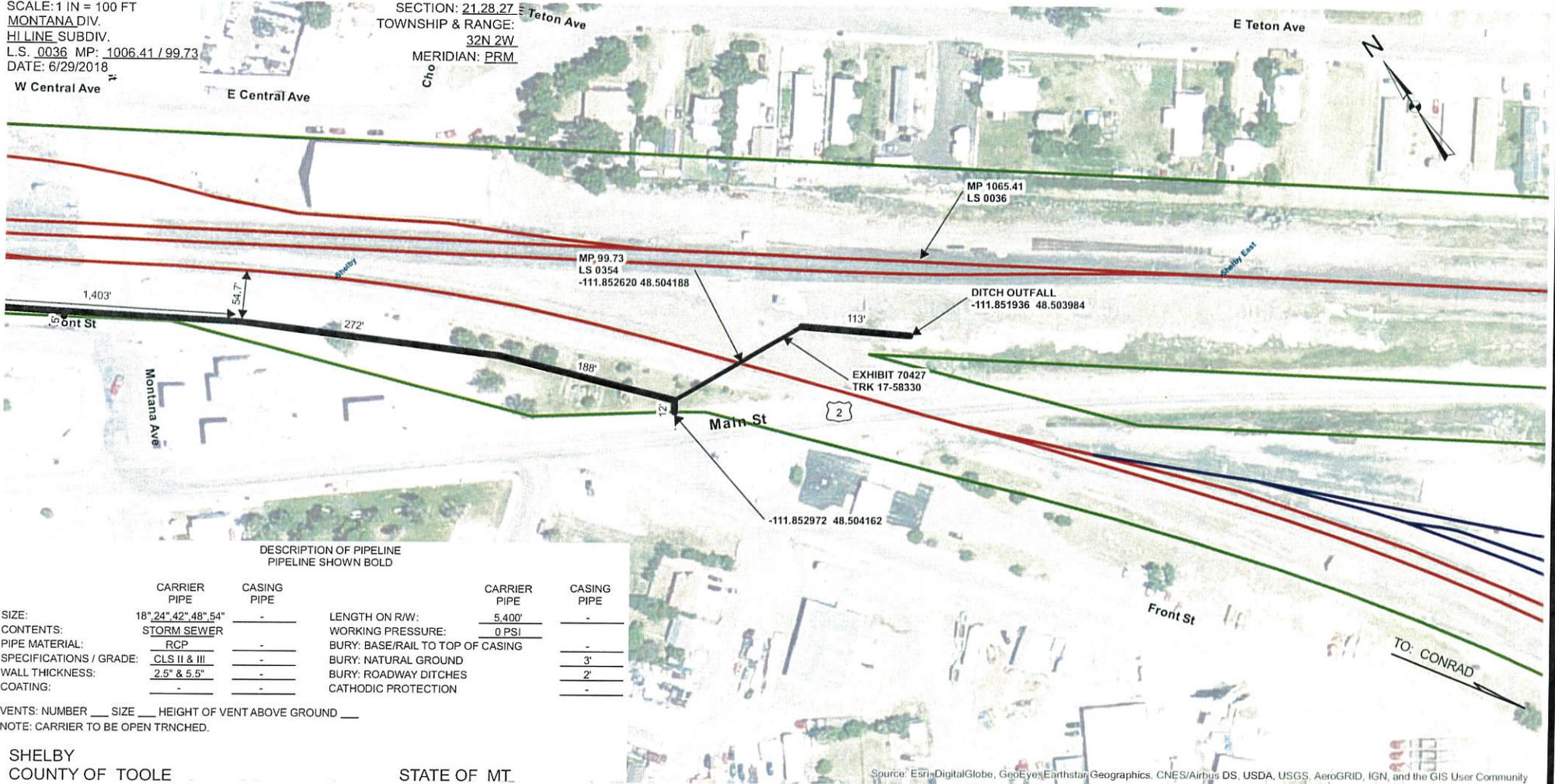
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 COUNTY OF TOOLE

STATE OF MT.

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CITY OF SHELBY

112 1ST ST S

SHELBY MT 59474

Phone (406) 434-5222

Fax (406) 434-2039

Memo

DATE: July 17, 2018
TO: City Council
FROM: Payroll
RE: Building Inspector Position Classification Appeal

Current position (combined 2 part-time jobs into 1 full-time position 6/17/2012):

Building Inspector: Grade 5 30hrs/week \$22.77/hr
Supervisor: Mayor and Council

Service Worker IV: Grade 5 10hrs/week \$22.77/hr
Supervisor: City Superintendent

Appeal request:

Change Building Inspector position from Grade 5 to Grade 6

Result if approved:

Building Inspector, Grade 6 \$25.19/hr + \$2.42/hr

C. POSITION CLASSIFICATION APPEAL PROCESS

An employee, who is currently assigned to a position that is covered under the City's Position Classification System, may appeal his/her classification and/or salary grade. The appeal may allege any of the following: (1) the principal duties of the position have changed (more, fewer or different duties); (2) the qualifications of the position have changed, or (3) there was an incorrect assignment of points. In order to be valid, an appeal must be filed, using this form, within 10 working days from the time the employee should have known of the alleged change or error. The appeal form must be given to the employee's immediate supervisor, who will complete his/her portion and forward the form to the Mayor. The Mayor shall make the final decision and respond to the employee within 30 days of the date of appeal.

Employee Name <u>ROBERT TASKER</u> Supervisor <u>Gary McDermott</u>	
Position Title <u>Building Insp/Code official</u> Date of Appeal <u>6/4/18</u>	
APPEAL TYPE: <input type="checkbox"/> MORE DUTIES <input type="checkbox"/> DIFFERENT DUTIES <input type="checkbox"/> DIFFERENT QUALIFICATIONS <input type="checkbox"/> INCORRECT POINT TOTAL	
REASONS FOR APPEAL (give details of additions or changes): <u>IN Factor 4 human relation skills I only get a level 3 which says Dealing with people who are generally cooperative. In my job, now Notices Condemned Houses, Building Codes, cease work ORDERS I deal with a lot of hostile people as stated in level 4.</u>	
REMEDY (suggest methods of correcting the problem): <u>Raise Point total to level 4, GRADE 6</u>	
_____ Employee's Signature	_____ Date given to Supervisor:
IMMEDIATE SUPERVISOR'S RESPONSE: I <input type="checkbox"/> Support <input type="checkbox"/> Do Not Support the employee's appeal.	
_____ Supervisor's Signature	_____ Date given to Mayor:
MAYOR'S RESPONSE: The appeal is <input type="checkbox"/> Accepted <input type="checkbox"/> Denied	
_____ Mayor's Signature	_____ Date given to Employee:

FACTOR 4: HUMAN RELATIONS SKILLS

What are the basic *human relation skills* required of the position?

The "Human Relations Skill" factor assesses the nature of personal work contacts between employees and/or individuals outside the City, and assesses the significance of such contacts in terms of their importance to the operations of the City.

LEVEL	DISCUSSION	POINTS
1	Contacts are with individuals to coordinate routine activities or to provide or exchange straightforward information. Requires ordinary courtesy and tact.	1
2	Contacts are with individuals or groups to provide or exchange routine information which may need explanation or interpretation but which is not abstract. May also include nontechnical contact with those in a special need group, such as those with developmental disabilities.	2
3	Contacts are with individuals or groups who are generally cooperative and/or committed to noncompeting goals and objectives. The subject matter may be abstract or conceptually complex. Contacts may be to explain actions and/or give instructions.	3
4	Contacts are with individuals or groups who may have opposing goals and objectives, or who may exhibit hostility. A high degree of tact is required in order to explain actions, give instructions and/or satisfy an individual or group with arranging a meeting with a higher authority.	4

H. JOB RATING

- Once points are awarded based on the six job analysis factors, the total of those points are used to assign a grade to each position. The grading process involves determining the relative value of a certain range of points. The grade computation system is found below.
- Job descriptions will be created for all newly created positions, and such will be analyzed for the award of points and assigned a grade on the wage scale.

I. GRADE COMPUTATION

Updated: 4/18/2016

POINTS	GRADE	POSITIONS
6-7	0	City Service Worker, General Office Clerk, General Office Clerk/Recreation Attendant
8-9	1	City Service Worker, General Office Clerk I, Pump Attendant/Caretaker, Recreation Attendant, Laborer (short term or temporary)
10-11	2	Animal Control Officer/Recreation Attendant, City Service Worker I, General Office Clerk II
12-13	3	Animal Control Officer, Building Inspector/Pump Attendant & Caretaker, City Service Worker II, Civic Center Manager, General Office Clerk III, Pool Manager, Solid Waste Collector
14-15	4	City Service Worker III, Community Development Director, General Office Clerk IV, Mechanic
16-17	5	Building Inspector/Code Enforcement, City Service Worker IV, General Office Clerk V, Landfill Operator
18-19	6	City Service Worker V, Deputy City Clerk, Recreation Director
20-21	7	Maintenance Foreman
22 +	8	City Finance Officer, City Superintendent, Planning Director

G. POINT ASSIGNMENT AND TALLY

Updated: 4/18/2016

POSITION	R A T I N G S						TOTAL
	FACTOR 1 COMPLEXITY	FACTOR 2 PHYSICAL EFFORT	FACTOR 3 KNOWLEDGE & SKILLS	FACTOR 4 HUMAN RELATIONS	FACTOR 5 WORK IMPACT	FACTOR 6 WORKING CNDTNS.	
Animal Control Officer (ACO)	2	2	3	3	1	2	13
ACO/Recreation Attendant	1.5	1.5	2.5	2	1	1.5	10
Building Inspector/Code Enforcement	3	2	4	3	3	2	17
Bldg Insp/Pump Attend & Caretaker	2.5	2	2.5	2	2	2	13
City Finance Officer	8	1	6	4	3	1	23
City Service Worker	1	2	1	1	1	1	7
City Service Worker	1	3	1	1	1	2	9
City Service Worker I	1	3	2	1	1	3	11
City Service Worker II	2	3	3	1	1	3	13
City Service Worker III	3	3	4	1	1	3	15
City Service Worker IV	4	3	4	1	2	3	17
City Service Worker V	4	3	5	1	2	3	18
City Superintendent	6	3	5	2	3	3	22
Civic Center Manager	3	2	2	3	2	1	13
Community Development Director	3	1	3	3	3	1	14
Deputy City Clerk	5	1	5	4	3	1	19
General Office Clerk (GOC)	1	1	1	1	1	1	6
GOC/Recreation Attendant	1	1	1	1	2	1	7
General Office Clerk I	2	1	1	2	2	1	9
General Office Clerk II	2	1	2	2	2	1	10
General Office Clerk III	3	1	3	2	2	1	12
General Office Clerk IV	3	1	4	2	3	1	14
General Office Clerk V	4	1	4	3	3	1	16
Laborer (short term or temporary)	1	1	1	1	1	2	9
Landfill Operator	3	3	3	2	2	3	16
Maintenance Foreman	5	3	5	2	2	3	20
Mechanic	3	3	3	1	2	3	15
Planning Director	7	1	6	4	3	1	22
Pool Manager	3	2	2	3	2	1	13
Pump Attendant/Caretaker	2	2	1	1	1	2	9
Recreation Attendant	1	1	2	1	2	1	8
Recreation Director	5	3	4	3	2	1	18
Solid Waste Collector	1	5	1	1	2	3	13

CITY OF SHELBY - POSITION DESCRIPTION

POSITION:

**BUILDING INSPECTOR &
CODE ENFORCEMENT**

UPDATED: 4/18/2016

SUPERVISOR

MAYOR & COUNCIL

THIS DESCRIPTION IS INTENDED TO OUTLINE THE GENERAL DUTIES OF THE POSITION. OTHER DUTIES, WHICH MAY BE UNRELATED TO THOSE LISTED HEREIN, MAY BE ASSIGNED ON A TEMPORARY OR PERMANENT BASIS. THIS IS NOT AN EMPLOYMENT CONTRACT.

POSITION DUTIES

Under general policy/administrative direction and in accordance with local, state and federal guidelines, assumes responsibility for the enforcement of a variety of city ordinances. Confers with the mayor and city council coordinating and carrying out various assignments related to the enforcement of building, zoning, fire, weed and junk vehicle abatement ordinances; inspects the construction, alteration, repair and demolition of buildings to ensure compliance with appropriate codes, rules and regulations; assists in the review of building construction plans conferring with builders, architects and contractors concerning code requirements and issues appropriate permits; periodically inspects existing structures and structures under construction; responds to complaints of city zoning ordinance infractions; assists the city attorney and law enforcement agencies to gain compliance with zoning ordinances; exercises control over departmental expenditures; researches and makes maps; cuts and sprays weeds; and performs special assignments as the mayor and city council may direct; performs other related duties as assigned.

COURTESY MUST ALWAYS BE SHOWN TO THE PUBLIC, SUPERVISORS AND FELLOW EMPLOYEES

MINIMUM QUALIFICATIONS FOR THE POSITION

Knowledge: Must possess or acquire with 6 months International Code Council (ICC) certification as a certified commercial building inspector. Must possess a working knowledge of city, state and federal building codes; modern principles, standards and methods of building construction including the knowledge of materials and equipment used; inspection methods, city zoning ordinances and procedures for effecting compliance.

Abilities: Must be able to read and interpret building plans and specifications; interpret proposed work from sketches and plans; use good judgment in applying knowledge and requirements to actual situations; enforce rules and ordinances in difficult cases with good judgment, firmness and impartiality; and establish and maintain cooperative relationships with those contacted in the course of work.

Education: The above knowledge and abilities are typically acquired through an education equivalent to graduation from high school and other education.

Experience: One year of experience working with construction in general.

THE CITY MAY ACCEPT WHAT IT DEEMS AN APPROPRIATE COMBINATION OF EDUCATION AND EXPERIENCE

GENERAL WORKING CONDITIONS

The position requires good eyesight and manual dexterity, periods of sitting while driving and at a desk, lifting objects which usually weigh not more than 40 pounds, a significant amount of work outdoors in temperature extremes, and exposure to dust, dirt, noise, herbicides and regular cleaning materials such as floor, window and toilet cleaners.

ALL CHEMICALS AND OTHER MATERIALS MUST BE USED IN COMPLIANCE WITH SPECIFICATIONS

CITY OF SHELBY - POSITION DESCRIPTION

POSITION:

CITY SERVICE WORKER IV

UPDATED: 4/18/2016

SUPERVISOR:

CITY SUPERINTENDENT

THIS DESCRIPTION IS INTENDED TO OUTLINE THE GENERAL DUTIES OF THE POSITION. OTHER DUTIES, WHICH MAY BE UNRELATED TO THOSE LISTED HEREIN, MAY BE ASSIGNED ON A TEMPORARY OR PERMANENT BASIS. THIS IS NOT AN EMPLOYMENT CONTRACT.

POSITION DUTIES

Under general supervision, performs a wide variety of semi-skilled manual labor duties involving the performance of tasks associated with skilled labor trades in the operation of specialized automotive equipment in the maintenance and construction of the city's parks, streets, water, waste water and sanitation services; and performs a wide variety of duties towards the maintenance, repair and overhaul of city vehicles and equipment. Performs a variety of tasks requiring skill in the use of hand tools and the operation of specialized heavy motor driven equipment such as snow plows, street sweepers, dump trucks, bucket truck, riding mowers, mechanized sanitation trucks, graders, loaders and dozers, in the maintenance, service and construction of the city's parks, streets, water, waste water, and sanitation services, including water pumps and sewer lift stations; welds and brazes; performs semi-skilled maintenance and repair work involving carpentry, electrical, plumbing, pipefitting and welding; maintains, repairs and overhauls a variety of heavy and light equipment such as snowplows, graders, loaders, dozers, trucks, cars, tractors, lawn mowers, pumps and small engines; performs preventative maintenance duties on all vehicles and engines; operates equipment such as valve grinders, welders, wheel balances, hoists, drills, automotive testing and diagnostic equipment and hand tools; performs preventative maintenance work on mechanical equipment in the city's buildings; may act as lead worker over a small crew of city service workers in the supervisor's absence; performs other related duties as assigned.

COURTESY MUST ALWAYS BE SHOWN TO THE PUBLIC, SUPERVISORS AND FELLOW EMPLOYEES

MINIMUM QUALIFICATIONS FOR THE POSITION

Knowledge: Must possess a valid Class A commercial driver's license (CDL) issued by the State of Montana with an acceptable driving record; have a working knowledge of the safe operation of motorized equipment and traffic laws; standard practices, methods, materials and tools of the mechanic trade; principles of operation of gasoline and diesel powered internal combustion engines; automotive testing and diagnostic equipment; safety practices and procedures.

Abilities: Must be able to perform heavy and semi-skilled construction and maintenance work; inspect and diagnose equipment; use hand and power tools; weld and braze; work outside in varying weather conditions; read, write and follow instructions; and establish and maintain cooperative relationships with those contacted during the course of work.

Education: The above knowledge and abilities are typically acquired through an education equivalent to graduation from high school.

Experience: Five years of experience involving manual labor and increasingly responsible experience work with heavy construction, repair and maintenance equipment, and increasingly responsible experience involving the repair and maintenance of automotive and road construction equipment.

THE CITY MAY ACCEPT WHAT IT DEEMS AN APPROPRIATE COMBINATION OF EDUCATION AND EXPERIENCE

GENERAL WORKING CONDITIONS

The position requires good eyesight and manual dexterity, periods of sitting while driving and at a desk, some walking, lifting objects which usually weigh not more than 50 pounds, a significant amount of work outdoors in temperature extremes, and exposure to dust, dirt, noise and regular cleaning materials such as floor, window and toilet cleaners, as well as various petroleum products, paint thinner, solvents and other chemicals.

ALL CHEMICALS AND OTHER MATERIALS MUST BE USED IN COMPLIANCE WITH SPECIFICATIONS

Tammy Pederson

From: Extra Mile America Foundation <extramileamerica.foundation@gmail.com>
Sent: Wednesday, July 11, 2018 9:15 AM
To: Tammy Pederson
Subject: Extra Mile Day 2018

Dear Tammy,

Last year, 527 inspirational mayors and city leaders stood up and jointly recognized November 1, 2017, as **Extra Mile Day**...a day to recognize the people and organizations who are creating positive change in our communities through their extra mile efforts in volunteerism and service.

Proudly, we hold up Shelby as a 2017 Extra Mile Day city, and we hope that you will join the mission again by making the proclamation in 2018. (Proclamation language is at the end of this email.)

This year, our mission continues...and builds. Supported by a volunteer staff, Extra Mile America (www.ExtraMileAmerica.org) is unwavering in its commitment to remind individuals and organizations that creating positive change is not just a water cooler topic, but it is unselfishly tied to "go-the-extra-mile" action. We continue to be an organization that casts a bright light on the "Extra Mile Heroes" and change-makers who surround us and who continue to give their best.

Started in 2009 by Founder Shawn Anderson and a vision that one person CAN make a difference, *Extra Mile Day* has grown from 23 participating cities in its inaugural year (2009)...to an awesome goal of over 550 cities this year.

Whether it is one elected official or one non-elected government employee, whether it is one citizen or one business with 1,000 amazing people, ONE does make a difference. By declaring November 1, 2018, *Extra Mile Day*, your city continues to be a part of this nationwide movement.

Will you join us again this year and proclaim November 1 as *Extra Mile Day*?

If the Mayor would like to do something beyond a proclamation, we have two options:

- 1) **Submit a name of a local "Extra Mile Hero."** In addition to a November 1 declaration, submit 1-3 names of amazing extra mile people and/or organizations that are making significant contributions to your city and who deserve recognition. These people will be included on the website (ExtraMileAmerica.org) with their specific contributions.
- 2) **Submit a quote from your Mayor.** In addition to a November 1 declaration, your Mayor's quote of what it personally means to "*go the extra mile*" will be highlighted on the website and in press releases.

We are looking forward to your city once again leading the way, and if there is anything we can do to help you plan something special, we are happy to jump forward with our best effort on your behalf.

Can we confirm you as a November 1, 2018, *Extra Mile Day* city?

We look forward to "going the extra mile" with you again!

Christine

Christine Ott
Christine@ExtraMileAmerica.org

Proclamation

WHEREAS, Shelby, Montana is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Shelby, Montana is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Shelby, Montana is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Shelby, Montana acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2018.

NOW THEREFORE, I, Mayor of Shelby, do hereby proclaim November 1, 2018, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

CITY OF SHELBY



Gary McDermott, Mayor

GOVERNMENT OFFICIALS TRAINING

PRESENTED BY MSU EXTENSION'S LOCAL GOVERNMENT CENTER

WOULD YOU LIKE TO BE

**MORE
EFFECTIVE**

IN YOUR LOCAL

GOVERNMENT SERVICE?

OUR City is sponsoring a Local Government Officials Leadership Training for all Mayors and Council Members in the area. Come learn how you can be an effective member and provide essential leadership in your community.

Potential topics include:

- Principles of Good Governance
- Roles and Responsibilities
Members/Trustees
- MT Open Meeting Laws
- MT Citizens Right to Participate Laws
- Executive Session or Closing a Meeting
- Council Member Liability
- Effective Meetings
- Meeting Agendas and Managing
Public Comment
- Montana's Code of Ethics
- Questions and Answers

“High functioning local government depends on effective locally appointed and elected members.”

DO YOU WANT TO MAKE SURE

YOU & YOUR COUNCIL ARE

**FOLLOWING
THE LAW?**

**DINNER
PROVIDED!**

WHEN: AUGUST 28, 2018 – 6:00PM

**WHERE: MARIAS RIVER ELECTRIC
SHELBY, MONTANA**



Business Type Codes

Business Types: HOME HOME OCCUPATION REGL-1 REGULAR (LOCAL) JULY - JUNE REGL-2 REGULAR (LOCAL) OCT - JUNE
 REGL-3 REGULAR (LOCAL) JAN - JUNE REGL-4 REGULAR (LOCAL) APR - JUNE REGO-1 OUT OF TOWN JULY -
 JUNE REGO-2 OUT OF TOWN OCT - JUNE REGO-3 OUT OF TOWN JAN - JUNE REGO-4 OUT OF TOWN APR -
 JUNE

Business Type Code	Description	Physical Address
Business Person in Charge		
HOME	HOME OCCUPATION	
COMBS GUNSMITHING		615 BEECH AVE
COMBS, MIKE		SHELBY MT 59474
SWEETGRASS CREATIVE DESIGNS		215 6TH AVE S
WIENS, ANNE		SHELBY MT 59474
REGL-1	REGULAR (LOCAL) JULY - JUNE	
1ST CHOICE PLUMBING		
STEVENSON, DAVE		SHELBY MT 59474
A1 TOWING & FLEET SERVICE		461 MAIN ST
ANDERSON, JIM		SHELBY MT 59474
BURLINGTON NORTHERN & SANTA FE RAILWAY CO.		230 W CENTRAL AVE
		SHELBY MT 59474
CATERING PLUS		730 GRANITE AVE
THACKER, LORI		SHELBY MT 59474
CERTIFIED LAND PROFESSIONAL		116 2ND AVE S
MILLER, CHIP		SHELBY MT 59474
H & M REPAIR, LLC		27806 HWY 2 WEST
MCCUIN, HARLEY & MARCIA		SHELBY MT 59474
HEMMER PLUMBING & HEATING		925 ASH AVE
HEMMER, JOE		SHELBY MT 59474
KANEFF EXCAVATING		651 GRANITE AVE
KANEFF, JAMES G		SHELBY MT 59474
KNICKERBOCKER CONSTRUCTION		310 6TH AVE S
KNICKERBOCKER, GUY		SHELBY MT 59474
MARK'S TIRE & ALIGNMENT, INC.		202 GALENA ST
MCALLISTER, MARK		SHELBY MT 59474
MODERN ELECTROLYSIS		925 OILFIELD AVE
ENNEBERG, CRYSTAL		SHELBY MT 59474
MONTGOMERY EXCAVATION		237 E CASCADE AVE
MONTGOMERY, PAUL		SHELBY MT 59474
NATION CONSTRUCTION		912 CEDAR AVE
NATION, TREY		SHELBY MT 59474
NORTHERN MONTANA EYE CARE		865 OILFIELD AVE
BONDERUD O.D., LARRY J. / BONDERUD O.D., JOREN D.		SHELBY MT 59474
PREMIER ELECTRIC		248 1ST AVE SE
ROBISON, FARON R		SHELBY MT 59474
TUSTIAN CONSTRUCTION		717 TETON AVE
TUSTIAN, TRENT		SHELBY MT 59474

Business Type Code	Description	Physical Address
Business Person in Charge		
WESTERN ESTATE ASSOCIATES HAGMAN, JOHN		301 1ST STREET SO #8 SHELBY MT 59474
WIMPY CONSTRUCTION LLOYD WENTWORTH		1022 2ND ST SO SHELBY MT 59474
WOODWORK WAY LLC BUCHER, SHANE		22 SE FRONT ST CONRAD MT 59425
REGO-1	OUT OF TOWN JULY - JUNE	
AMERICAS CHOICE, INC WOOD, GREG & JEANETTE		6 SPRING RIDGE DRIVE GREAT FALLS MT 59404
BUCKLEY AUCTION BUCKLEY, JERRY		534 FOX AVE SWEETGRASS MT 59484
CABINET MOUNTAINS CONSTRUCTION KJOS, ROBERT C		139 COTTONWOOD RD HERON MT 59844
CICON AND ASSOCIATES, LLP CICON, JOHN & RUDY		30 1ST STREET EAST CHESTER MT 59522
CORNERSTONE INDUSTRIES CULVER, STEPHEN		203 PONDERA AVE VALIER MT 59486
FUSON EXCAVATION FUSON, JAMIE		129 CONRAD DUPUYER RD CONRAD MT 59425
GLACIER COUNTRY CONSTRUCTION AND SERVICES, LLC STEWART, GARTH		221 2ND AVE SW CUT BANK MT 59427
GO FIRE GO MAGAZINE SMITH, TRUDY		PO BOX 124 BARONE AB TOL OGO
JLC CONSTRUCTION JESSE CHRISTNER		47 5TH LN FORT SHAW MT 59443
LITTLE D AG DELACEY, COLE		10 SOUTH DUNKIRK RD SHELBY MT 59474
MEADOW GOLD DAIRY TODD HANSEN		312 3RD AVE S GREAT FALLS MT 59403
MONTANA LIVING REALTY LLC HEDGES, JESSICA		426 10TH AVE S CUT BANK MT 59427
O'NEAL ELECTRIC O'NEAL, MICHAEL		12095 BULLHEAD RD VALIER MT 59486
PERFECTION PAINTING MOMBERG, JOHN "GARY"		54 JOHNSON RD N CUT BANK MT 59427
SUNSET DART SUPPLIES MC ALPINE, JAY & WENDY		121 MC ALPINE ROAD SWEETGRASS MT 59484
SUPERIOR SEAMLESS RAIN GUTTERS SONJU, RANDY		
TOP-NOTCH BUILDERS GREER, JAMES		312 S VIRGINIA CONRAD MT 59425
WIDHALM CONSTRUCTION WIDHALM, KELLY		443 HIGHLAND RD VALIER MT 59486