City of Shelby,

C.T. Cleanings bid for cleaning services for City Hall, Williamson Bldg. bathrooms, Old City Hall bathroom, and Civic Center will be $1200 monthly for up 60 hours of service. Additional hours will be at a rate of $20.00 per hour.

Thank You,

Carrie Tasker

C.T. Cleaning

City of Shelby, Montana
Business License

License Number 108 of Fiscal Year 2016-17 is Granted to: **License Fee $25.00**

CT CLEANING
Business name

TASKER, CARRIE
Person in Charge

(406) 434-9175
Telephone Number

OWNER
Title of Person in Charge

To carry on the business of:

CLEANING
Nature of Business

338 7TH AVE S
SHELBY MT 59474
Mailing Address

LOCAL - 1 OUT OF TOWN - 0
Number of Employees including Owners, Partners, Agents and Managers

338 7TH AVE S
SHELBY MT 59474
Street Address

Within the corporate limits of the City of Shelby in accordance with the provisions of the City of Shelby Municipal Code concerning business licenses.

06/16/16
Date Issued

06/30/17
Expiration Date

Attest:

City Finance Officer
(Seal)

Larry J Bonderud
Mayor

0104

UNITED FIRE & CASUALTY COMPANY
PO Box 73909, Cedar Rapids, IA 52407

POLICY NUMBER: 60417531

ACCOUNT NUMBER:3000215062 (2) COMMERCIAL GENERAL LIABILITY
DIRECT BILL -

COMMERCIAL GENERAL LIABILITY COVERAGE PART

ISSUE DATE 08-12-2015 MD8 REPLACEMENT OF 0104 60417531 DECLARATIONS AMENDED 08/10/2015

NAMED INSURED AND MAILING ADDRESS
TASKER CLEANING
TASKER CARRIE DBA
338 7TH AVE S
SHELBY MT 59474-2338

AGENCY & CODE 740071
LEAVITT GREAT WEST INS SVCS
321 1ST AVENUE NORTH
GREAT FALLS MT 59401

POLICY PERIOD: 12:01 A.M. Standard time at your mailing address shown above. FROM: 08-10-2015 TO: 08-10-2016
And for successive policy periods as stated below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	$ 2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$ 2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (Any one person or organization)	$ 1,000,000
EACH OCCURRENCE LIMIT	$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any one premises)	$ 100,000
MEDICAL EXPENSE LIMIT (Any one person)	$ 5,000

RETROACTIVE DATE NONE (CG 00 02 Only) Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here. (enter date or "None" if no Retroactive Date applies)

BUSINESS DESCRIPTION JANITORIAL CONTRACTOR

FORM OF BUSINESS: X Individual ___ Joint Venture ___ Partnership ___ Corporation ___ Other ___

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates Pr/CO	Rates All Other	Advance Premiums Pr/CO	Advance Premiums All Other
MT LOC# 01 338 7TH AVE S SHELBY, MT 59474-2338 JANITORIAL SERVICES INCL PR/CO	96816P)	15,700	INCL	15.871	INCL	375MP
$ 250 PER OCCURRENCE PROPERTY DAMAGE DEDUCTIBLE APPLIES						

PREMIUM BASIS DEFINITIONS a) Area per 1000 sq ft c) Total Cost per $1000 g) Gallons per 1000 m) Admissions per 1000 p) Payroll per $1000 s) Gross Sales per $1000 t) Defined Above u) Units per unit

Premium Charge Forms	Advance Premium	Premium Charge Forms	Advance Premium
SEE UW7002			

Other Forms SEE UW7002

Amend Reason REJECT ISAP COVERAGE

PREMIUM FOR THIS COVERAGE PART $ 375 MP

Endorsement Adjustment Premium $ 75 RETURN

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period.

X

(COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

AFFIDAVIT OF PUBLICATION

STATE OF MONTANA

ss.

County of Toole

I, Patty Grubb, being duly sworn, deposes and says: That she is the Legals Editor of *The Shelby Promoter*, a weekly newspaper of general circulation, printed and published in Shelby, Toole County, Montana, and that the notice annexed:

Request for Proposals

Janitorial Services

has been correctly published in the regular and entire issue of every number of said paper for two (2) consecutive issues, commencing on the 15th day of June, 2016 and ending on the 22nd day of June 2016.

Patty Grubb

Subscribed and sworn before me this 22nd day of June A.D., 20 16.

Dawn M. Texidor

DAWN M TEXIDOR NOTARIAL SEAL STATE OF MONTANA

DAWN M TEXIDOR
NOTARY PUBLIC for the
State of Montana
Residing at Cut Bank, Montana
My Commission Expires
February 01, 2019

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES

The City of Shelby, Montana, is requesting a three-year proposal for janitorial services for the following:

(1) City Hall, 112 1st St S
(2) Civic Center, 669 Park Ave
(3) Historic City Hall outside bathroom, 100 Montana Ave
(4) Williamson Building Complex bathrooms, 222 Main St

Contractor will provide proof of workers' compensation coverage or exemption. Contractor will provide proof of liability insurance coverage in the amount of $1,000,000/2,000,000 aggregate.

Complete specifications for this request for proposal and selection criteria can be obtained at City Hall or by contacting Jade Goroski, Finance Officer, 112 1st St. S, Shelby, MT 59474, (406) 434-5222.

Proposals will be accepted until 5:00 p.m., June 30, 2016. Submit proposals to the City of Shelby at the above address.

BY ORDER OF THE SHELBY CITY COUNCIL
Jade Goroski
City Finance Officer

Publish: June 15, 22, 2016
MNAXLP

Lori Stratton

From: Jade Goroski
Sent: Wednesday, July 13, 2016 7:49 AM
To: Lori Stratton
Subject: FW: Shelby Storm Water Drainage System
Attachments: Notice of Public Hearing.docx

Lori,

Please add the below email and the attached word doc to the council packet under other matters.

Thanks

From: Elpel.Tricia@dorsey.com [mailto:Elpel.Tricia@dorsey.com]
Sent: Tuesday, July 12, 2016 10:22 AM
To: Larry Bonderud <larry@shelbymt.com>; Jade Goroski <jade@shelbymt.com>; huntlaw@3rivers.net
Cc: Semmens.Dan@dorsey.com
Subject: Shelby Storm Water Drainage System

FROM DAN SEMMENS: Below is the proposed schedule for the storm water drainage system ordinance and rate proceedings. Does it look OK?

In addition, attached is proposed form of notice for the first public hearing. If the City desires to use the schedule below, the notice would need to go in the paper by mid-day on Friday. We look forward to your comments. – Dan

Date	Action
July 20, 2016*	1st Publication of Notice of Public Hearing regarding first reading of ordinance and resolution of intention to establish storm sewer rates
July 27, 2016	2nd Publication of Notice of Public Hearing regarding first reading of ordinance and resolution of intention to establish storm sewer rates
August 1, 2016	Public hearing on 1st reading of Storm Sewer Ordinance Public hearing on Resolution of Intention establishing charges
August 3, 2016*	1st Publication of Notice of Public Hearing regarding establishing storm sewer rates Mailing of Notice of Public Hearing regarding establishing storm sewer rates
August 10, 2016*	2nd Publication of Notice of Public Hearing regarding establishing storm sewer rates 1st publication of public hearing on 2nd reading of ordinance

August 17, 2016	3rd Publication of Notice of Public Hearing regarding establishing storm sewer rates 2nd publication of public hearing on 2nd reading of ordinance
August 22, 2016 (special meeting)	Public hearing on 2nd reading of ordinance Public hearing on establishing storm sewer rates; adopt resolution approving the charges after hearing

Tricia C. Elpel
Senior Paralegal

DORSEY & WHITNEY LLP
125 Bank Street
Suite 600 | Missoula, MT 59802-4407
P: 406.721.6025 **F:** 406.543.0863

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Shelby, Montana (the "City") will hold a public hearing on August 1, 2016, regarding the establishment by the City of a storm water drainage system to be owned and operated by the City (the "System") and rates and charges for the use and availability of the System. The City estimates that the cost of constructing the System and related costs will total approximately $7,695,316, $959,316 of which would be paid by grants available to the City and $6,736,000 of which would be paid by the proceeds of revenue bonds of the City (the "Bonds"). The source of repayment of the Bonds would be revenues received by the City from rates and charges relating to the System.

Following the public hearing, the City intends on August 1, 2016 to have a first reading on an ordinance establishing the storm water drainage system (the "Ordinance") and to consider a resolution of intention to establish rates and charges for the use and availability of the System (the "Resolution of Intention"). The Ordinance would, among other things, establish funds and accounts and set forth particulars regarding the operation and use of the System and regulations intended to preserve the System for public benefit, and contemplate charging for the use and availability of the System. The Resolution of Intention would set forth the proposed specific method of charging for the use and availability of the System and the proposed amount of the rates and charges and set forth the process that will be undertaken before such methodology and rates and charges would be approved. The process to establish rates and charges will include additional published notices and mailed notice and a subsequent public hearing. [It is proposed that rates and charges for the use and availability of the System will vary based on whether benefited properties are commercial (or non-residential), residential, or vacant, which will all be described with more particularity in the Resolution of Intention.]

The public hearing on the above matters will be held on August 1, 2016, commencing at [7:30] p.m. at City Hall, 112 1st Street South, in Shelby, Montana.

Further information may be obtained by contacting Jade Goroski, City Finance Officer, P.O. Box 743, Shelby, Montana 59474, phone: (406) 434-5222.

/s/Jade Goroski
City Finance Officer

Publish: July 20 and July 27, 2016

Public Notices

June 30, 2016

FINDING OF NO SIGNIFICANT IMPACT TO ALL INTERESTED GOVERNMENTAL AGENCIES AND PUBLIC GROUPS

As required by state and federal rules for determining whether an Environmental Impact Statement is necessary, an environmental review has been performed on the proposed action below:

Project: Cut Bank Wastewater Treatment System Improvements
Location: Cut Bank, Montana
Project Number:
WPCSRF Project # C301270
Total Cost: $16,070,000

The City of Cut Bank's wastewater discharge permit was renewed in 2012 and contains new effluent limits for total nitrogen, total phosphorous, ammonia, and *E. coli* (bacteria). Of particular concern is the ammonia limit of 1 mg/L that went into effect on March 1, 2016. Data collected in prior years indicated that the existing treatment system will have difficulty meeting the new ammonia limit. In addition, the lagoons are beyond their useful life, are believed to be leaking excessively, and have had embankment stabilization issues. Based on these new discharge permit effluent limits and the aging infrastructure, the city has determined the need to construct a new wastewater treatment facility in order to achieve compliance.

The city will construct a new mechanical treatment plant on city-owned property west and adjacent to existing lagoon cell 1. The new treatment facility will consist of a headworks screening facility, biological treatment basins, secondary clarifiers, a solids storage and dewatering facility, and an ultraviolet (UV) disinfection system. Once the new facility is operational, the wastewater treatment lagoons will be decommissioned and the site reclaimed. The proposed mechanical treatment facility will be a more efficient and flexible treatment process that will improve the quality of water discharged to Old Maids Coulee. The new facility should prevent permit violations by providing adequate secondary treatment, ammonia removal, and disinfection and will have additional capacity to accommodate growth. The city also proposes to repair approximately 1,060 feet of sewer main pipe at two locations to prevent freezing (and plugging) of the pipe and to fix some structurally deficient pipe. Depending on the depth of soil excavation associated with the sewer main rehabilitation, contaminated soils and/or groundwater may be encountered and will need to be handled in accordance with the Montana Department of Environmental Quality approved work plan.

Federal and State grant/loan programs will fund the project. Environmentally sensitive characteristics such as wetlands, floodplains, historical sites, and threatened or endangered species are not expected to be adversely impacted as a result of the proposed project. No significant long-term environmental impacts were identified. An environmental assessment (EA), which describes the project and analyzes the impacts in more detail, is available for public scrutiny on the DEQ web site (http://deq.mt.gov/Public/ ea) and at the following locations:

Mike Abrahamson, P.E., Department of Environmental Quality, 1520 East Sixth Avenue, P.O. Box 200901, Helena, MT 59620-09011, mabrahamson@mt.gov

Dan Raemaeker, Mayor, City of Cut Bank, 221 W. Main Street, Cut Bank, MT 59427

Comments on the EA may be submitted to the Department of Environmental Quality at the above address. After evaluating substantive comments received, the department will revise the environmental assessment or determine if an environmental impact statement is necessary. If no substantive comments are received during the comment period, or if substantive comments are received and evaluated and the environmental impacts are still determined to be non-significant, the agency will make a final decision. No administrative action will be taken on the project for at least 30 calendar days after release of the Finding of No Significant Impact.

Sincerely,

Todd Teegarden,
Bureau Chief
Technical and Financial Assistance Bureau

Public Notices

Publish: July 13, 2016
MNAXLP

Notice of Proposed Annual Fee Increase and Public Hearing:

Notice is hereby given that the Northern Montana Joint Refuse Disposal District proposes to increase the annual fee charged for refuse from $85.00 to $90.00 and the cost of scaled refuse at the main landfill location would increase in cost by $3.00/ton. The current disposal fees at the District landfill range in cost from $9.00/ton to $30.00/ton with the proposed rate ranging from $12.00/ton to $33.00/ton. No cost increase would be seen at the District Roll-off sites. The proposed increase would fund capital improvement projects.

A public meeting will be held at the Cut Bank Voting Center on July 25th at 7:00 PM to allow for public comment.

For further information regarding this proposed increase please contact District Superintendent, Ron Collyer or Financial Operations Manager, Jessi Lytle by mail at PO Box 757 Conrad, Mt. 59425 or by phone at 866-378-3095.

Publish: July 13, 20, 2016
MNAXLP

Franchise Agreement

Between

The City of Shelby

And

3 Rivers Telephone Cooperative, Inc.

TABLE OF CONTENTS

FRANCHISE AGREEMENT

This Franchise Agreement (this "Franchise") is between the City of Shelby, hereinafter referred to as "Franchising Authority" and 3 Rivers Telephone Cooperative, Inc., hereinafter referred to as "Grantee."

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future video-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a Video system on the terms set forth herein.

1.01 - Definition of Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

A. "Basic Service" is the lowest priced tier of service that includes transmission of the local broadcast television signals.

B. "Cable Act" collectively means the cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992, as amended.

C. "FCC" means Federal Communications Commission or successor governmental entity thereto.

D. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether

such authorization is designed as a franchise, permit, license, resolution, contract, certification, or otherwise, which authorizes construction and operation of the video system.

E. "Franchising Authority" means the City of Shelby.

F. "Grantee" means 3 Rivers Telephone Cooperative, Inc. or the lawful successor, transferee, or assignee thereof.

G. "Gross Revenues" mean any and all revenue directly received by the Grantee that derives from the operation of the System within the community. Provided, however, that such revenue shall not include any fees or taxes which are imposed directly or indirectly on any Subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency.

H. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, drive, circle, or other public right-of-way, including, but not limited to public utility easements, dedicated utility strips, or right-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchise Authority, which expressly or implicitly allow the Franchise Authority, and in turn the Grantee pursuant to this Agreement, to the use thereof for the purposes of installing, operating, repairing, and maintaining the System.

I. "Service Area" means the present municipal boundaries of the Franchising Authority, and shall include any additions thereof by annexation or other legal means.

J. "Subscriber" means a person or user of the System who lawfully receives communications and other services there from with the Grantee's express permission.

K. "Video System" or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide a video service which includes video programming and which is provided to multiple subscribers within a community.

1.02 - Grant of Franchise. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a System in, over, along, across, above, under, upon, or in any way connected to Public Way and to provide and maintain on the Public Way and any extensions thereof and additions thereto, such property or equipment as may be necessary or appurtenant to the operation of the System.

1.03 - Term. The Franchise granted hereunder shall be an initial term commencing and terminating on the effective dates of the Franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

1.04 - Conditions of Street Occupancy. The system installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Way and with the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

1.05 - Restoration of Public Way. If during the course of the Grantee's construction, operation, or maintenance of the System there occurs a disturbance of Public Way by the Grantee, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

1.06 - Relocation at Request of the Franchising Authority. Upon receipt of reasonable advance notice, not to be less than five business days, the Grantee shall, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority; but, the Grantee shall in all cases have the right of abandonment of its property. Any expenses incurred by the Grantee due to relocation at the request of the Franchising Authority shall be the responsibility of the Franchising Authority.

1.07 - Safety Requirements. Construction, installation, and maintenance of the System shall be performed in an orderly manner. All such work shall be performed in substantial accordance with applicable FCC and other federal, state, and local regulations and the National Electric Safety Code. The System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

1.08 - Required Extensions of Service. When the Grantee receives a request for service from at least 15 residences within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk

or distribution cable, it will extend its System to the requesting Subscribers at no cost for System extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the System.

1.09 - Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than 150 feet of distance from distribution cable to connection of service to Subscribers, or a density of less than 15 residences per 1320 cable bearing strand feet of trunk or distribution cable, service may be made available on the basis of an agreed upon capital contribution in aid of construction, including cost of material, labor, and easements.

1.10 - Service to Public Buildings. The Grantee will provide without charge, except for any charges applicable under the provisions of 1.09, one outlet of Basic Service to the locations contained in Exhibit A hereto. At its discretion, Grantee may provide service above Basic Service. If additional outlets are provided, the building owner will pay the usual installation fees, including, but not limited to, labor and materials.

1.11 - Emergency Use. In the case of any emergency or disaster, the Grantee will, upon request of the Franchising Authority, make available its facilities for the Franchising Authority to provide emergency information and instructions during the emergency or disaster period. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its

employees, officers, and assigns, harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

1.12 - Public Access Channel Grant. When requested by the Franchise Authority the Grantee will place and broadcast community access activity programming provided by the Franchising Authority over the access channel. If the Grantee is unable, which shall be determinable at the discretion of the Grantee, to provide the community access activity programming, in lieu thereof, Grantee will allocate a one-time sum of Five Thousand and no/100ths dollars ($5,000.00), for use in the acquisition of equipment for the City in support of the City's community access activities.

1.13 - Access Channel. Upon request by the Franchising Authority, the Grantee shall make available one (1) channel to be used for public, educational and governmental cablecast programming. If the public, educational, and governmental cablecast programming is not maintained by the Franchising Authority, the channel will return to the Grantee for its use. The Grantee also reserves the right to program the designated public, educational, and governmental channels during the hours not used by the Franchising Authority. Such use may include, but is not limited to, other Franchising Authorities. The Franchising Authority shall indemnify, defend, save and hold harmless the Grantee, its employees, agents, officers, and assigns, from and against any and all damages, losses, claims, costs and expenses (including reasonable attorney fees and disbursements), to the extent incurred in connection with, related to, or arising from or out of, in whole or in part, the

use of the afore-mentioned public, educational, and governmental channels by the Franchising Authority, except for liability resulting from program time shared with other municipalities.

1.14 - Franchise Fee. Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of Gross Revenues received by Grantee from the operation of the System on a quarterly basis. The franchise fee payment shall be due and payable forty-five (45) days after the close of each quarter, provided, however, that the payment for the final quarter of each year may be paid within ninety (90) days after close of said quarter. Each payment shall be accompanied by a brief report from a representative of Grantee showing the basis for the computation.

1.15 - Transfer of Franchise. Grantee shall have the right and authority to assign this franchise and its rights hereunder. All assignees shall be bound to the same extent as the original Grantee.

1.16 - Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive General Liability Insurance in the amount of $2,000,000 per each claim and $4,000,000 for each occurrence for bodily injury, and property damage. The Grantee shall provide a Certificate of Insurance designating the Franchising Authority as an insured party. Such insurance shall be noncancellable except upon 30 days prior written notice to the Franchising Authority.

1.17 - Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its System pursuant to the terms of this Agreement, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within 10 days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

The Franchise Authority agrees to indemnify, save and hold harmless, and defend Grantee, its officers, boards and employees, from and against any liability or claims, including but not limited to copyright liability, for damages, and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Franchise Authority's operation or maintenance of its use of the System pursuant to the terms of this Agreement, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within 10 days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

1.18 - Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate and control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the necessary work.

1.19 - Renewal of Franchise. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

1.20 - Change in Franchise Laws. In the event any state or federal law(s) change(s) the current franchise authority of the Franchising Authority this agreement is null and void.

1.21 - Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious,

and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

1.22 - Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority.

1.23 - Equal Protection. If during the term of this Franchise Agreement or any extension thereof, the Franchising Authority grants a Franchise, consent or right to any other person or entity containing a term or terms more favorable or less burdensome than those granted to the Grantee in this Franchise Agreement, then this Franchise Agreement shall be deemed modified to incorporate the more favorable or less burdensome term(s).

1.24 - Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Shelby
Attn: Mayor
112 1st St. S.
Shelby MT 59474

The notices or responses to the Grantee shall be addressed as follows:

3 Rivers Telephone Cooperative, Inc.
Attn: Administrative Services Manager
422 2nd Ave. S
P.O. Box 429
Fairfield MT 59436

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

1.25 - Notice of Default; Opportunity to Cure; Termination of Agreement.

A. Notice. In the event a party to this Agreement believes the other party has defaulted in performance of its obligations under this Agreement, it shall notify the defaulting party in writing of the alleged default. The notice also shall contain an exact description of the alleged default.

B. Right to Cure or Respond. The defaulting party then shall have sixty (60) days from receipt of the written notice of default in which to: (a) cure the default; (b) respond in writing to the notice of default contesting the default; or (c) in the event that due to the nature of the default such default cannot be cured within the sixty (60) day period, respond in writing to the notice of default describing the steps being taken to remedy such default, and the projected date of cure.

C. Termination. In the event the defaulting party fails to cure the default, the nondefaulting party shall have the right to terminate this Agreement.

1.26 - Effective Date. The effective date of this Franchise is August 1, 2007. This franchise shall expire on March 23, 2023, unless extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on the 18th day of July, 2007.

By _____
Mayor

ATTEST:

By _____
City Clerk

Accepted this 18th day of July, 2007, subject to applicable federal, state, and local law.

3 Rivers Telephone Cooperative, Inc.

By _____
Title: Administrative Services Manager

ATTACHMENT A
SERVICE TO PUBLIC BUILDINGS

1. CITY HALL, 112 1st St So, SHELBY, MONTANA
2. CIVIC CENTER, 669 PARK AVENUE, SHELBY, MONTANA
3. CITY SHOP, 50 CITY SHOP ROAD, SHELBY, MONTANA
4. OLD FIREHALL, 141 6TH AVENUE NORTH, SHELBY, MONTANA
5. NEW FIREHALL, 634 1ST St No, SHELBY, MONTANA
6. HISTORIC CITY HALL, UPSTAIRS, 100 MONTANA AVE, SHELBY, MT
7. HISTORIC CITY HALL, DOWNSTAIRS, 104 E MAIN, SHELBY, MT

Subscribed and sworn to before me this 17 day of July, 2007.

Sarah Clary
Notary Public for State of Montana
Residing at Shelby, MT
My Commission expires June 20, 2011

SARAH CLARY NOTARIAL SEAL STATE OF MONTANA

SARAH CLARY
NOTARY PUBLIC for the
State of Montana
Residing at Shelby, Montana
My Commission Expires
June 20, 2011

JUL 08, 2016, 16:10 ET

RESEARCHANDMARKETS
THE WORLD'S LARGEST MARKET RESEARCH STORE
(http://photos.prnewswire.com/prnfull/20160330/

News provided by
Research and Markets →
(http://www.prnewswire.com/news/research+and+markets)

Global Multi-tenant Wholesale Data Center Market to Grow 13.08% by 2020 - Growing Demand for Green Data Centers - Research and Markets

DUBLIN, July 8, 2016 /PRNewswire/ --

Research and Markets has announced the addition of the "Global Multi-tenant Wholesale Data Center Market 2016-2020" (http://www.researchandmarkets.com/research/xq997v/global) report to their offering.

The report forecasts the global multi-tenant and wholesale data center market to grow at a CAGR of 13.08% during the period 2016-2020.

The report has been prepared based on an in-depth market analysis with inputs from industry experts. The report covers the market landscape and its growth prospects over the coming years. The report also includes a discussion of the key vendors operating in this market.

An emerging market trend is the growing demand for green data centers. The increase in carbon emissions and high consumption of electricity by data centers worldwide are leading to the construction of green data center facilities. These facilities help in the operation of energy efficient IT, power, and cooling infrastructure. Concepts such as free cooling, use of renewable energy sources, consolidation, and waste recycling are being implemented in green data centers to improve their performance.

According to the report, a key growth driver is the growing demand among SMEs for colocation and managed services across the globe. They have a limited budget and are always looking for services that can reduce their capital and operational expenditure. Colocation and managed services help SMEs

reduce their financial burden in building and operating data centers. The growing adoption of cloud-based services will lead to SMEs opting for cloud-enabled colocation and managed hosting facilities.

Further, the report states that a major challenge that could curtail market growth is the adoption of containerized data centers.

Key vendors:

- CenturyLink
- Digital Realty
- Equinix
- Global Switch
- Level 3 Communications
- NTT Communications
- Rackspace

Key Topics Covered:

PART 01: Executive summary

PART 02: Scope of the report

PART 03: Market research methodology

PART 04: Introduction

PART 05: Market landscape

PART 06: Market segmentation by type

PART 07: Geographical segmentation

PART 08: Market drivers

PART 09: Impact of drivers

PART 10: Market challenges

PART 11: Impact of drivers and challenges

PART 12: Market trends

PART 13: Vendor landscape

PART 14: Appendix

For more information visit
http://www.researchandmarkets.com/research/xq997v/global
(http://www.researchandmarkets.com/research/xq997v/global)

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CONSTRUCTION FIELD REPORT

Project Name: NCMRWA Segment W3 Shelby to Cut Bank

Report Date: 7/10/2016

Owner: NCMRWA

Project Location: Shelby to Cut Bank, MT

KLJ Project No: 4611005

Contractors: Downing Construction Inc. & Central Excavation Inc.

Reporter: Logan Tweet

Weather & Site Conditions

- Rain on Tuesday with daily highs in the 60s and 70s the rest of the week.

Downing Construction Inc.

- On Tuesday the 5th Downing Construction spent the day picking rocks out of the topsoil that has been placed back on top of the disturbed areas where watermain has been installed. The rest of the week they installed 16" watermain from sta 1104+50 to sta 1127+50 as specified in the construction documents. This included placing an ARV manhole at sta 1121+64, as well as tying into bores at sta 1109+09, 1221+45, 1122+45, and 1126+67. Watermain installation was slow from sta 1115+00 to sta 1120+00 due to working on a side slope. Silt fence was installed on the downhill side of all construction operations in this section of the project to ensure no material slid down the slope and left the site.
- The week of July 10th Downing Construction plans to continue watermain installation starting at sta 1127+50 working east. KLJ surveyor will also be onsite mid-week to stake the rest of the watermain alignment.

Central Plumbing & Heating Inc.

- The week of July 3rd Central Excavation continued to install the piping and fittings located between the mainline and the stand pipe. This included installation of the flush hydrant and insolation around the transducer manhole. The week of July 10th Central will finish installing the piping and fittings between the mainline and the stand pipe. Once this is complete they will begin to dig the standpipe foundation hole.
- The week of July 3rd Detail Construction continued to tie rebar and construct wall forms for the pumphouse. They plan to pour concrete for the pumphouse walls Tuesday the 12th and once complete will begin to remove the forms.

Construction Pictures

Installing Insolating Around Transducer Manhole

Silt Fence Placed On Side Slope Near Excavation

A Fraternal Organization

SHELBY ELKS LODGE #1696
Michael E. Cullen, Exalted Ruler
Karen L. Young, Secretary

P.O. Box 791
Shelby, MT 59474-0791
(406) 424-2327 Home
(406) 460-2327 Cell
(406) 434-5246 Fax
E-mail: twoyoung@3rivers.net

July 11, 2016

City of Shelby
111 1st Street South
Shelby, MT 59474

Attention: Jade Goroski

Re: Shelby Elks Lodge #1696
Swim Pool Passes

Dear Jade:

Shelby Elks Lodge #1696 was awarded a Gratitude Grant from Grand Lodge in Chicago, Illinois, and with part of the proceeds we are donating Five Hundred Dollars ($500.00) to be used for the swimming pool passes. We would like a picture taken of an Elks member with some of the children receiving the passes. Also, please prepare a receipt for the monies donated as this will have to be sent to Grand Lodge.

Please contact me at 406-424-2327 or 406-434-5244 when you have determined who will be receiving the passes so we can make arrangements with Jennifer from the Shelby Promoter take the picture and I will pick up the receipt at that time.

Thank you.

Very truly yours,

SHELBY ELKS LODGE #1696

By: Karen
Karen L. Young, Secretary

encl.

TEMPORARY
PARKING PERMIT

Trailer Type	**24' Scamper Trailer**
Name	**Rob Habets**
Address	**675 Teton Ave**
Phone #	**434-2453**
Date(s) Valid	**July 8, 2016 - July 23, 2016**
Permit Number	**2016—013**

MAYOR Larry J Bondenud

CONDITIONS OF THIS PERMIT:

1. *Valid ONLY for date(s) indicated.*
2. *Must be displayed while parked at all times.*
3. *The acceptance of this permit relieves the City of Shelby of any responsibility for damages to or loss of vehicle, its contents or accessories from any cause whatsoever.*

CITY OF SHELBY

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

CITY OF
SHELBY
MONTANA

TEMPORARY
PARKING PERMIT

Trailer Type	**2001 Terry Fifth Wheel Trailer**
Name	**Lyle Kimmet**
Address	**846 Hill Ave**
Phone #	**434-2521**
Date(s) Valid	**July 8, 2016 - July 12, 2016**
Permit Number	**2016—014**

MAYOR Larry J Bonderud

CONDITIONS OF THIS PERMIT:

1. *Valid ONLY for date(s) indicated.*
2. *Must be displayed while parked at all times.*
3. *The acceptance of this permit relieves the City of Shelby of any responsibility for damages to or loss of vehicle, its contents or accessories from any cause whatsoever.*

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