

Fund	Account	Received			Revenue	
		Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
1000 GENERAL						
310000 TAXES						
	311010 Real Prop-Current	328,925.93	360,551.08	495,000.00	134,448.92	73 %
	311021 Mobile Home-Current	0.00	43.75	2,500.00	2,456.25	2 %
	311022 Pers Prop-Current	0.00	13,907.61	15,000.00	1,092.39	93 %
	311040 Centrally Assessed	11,404.15	11,830.01	48,000.00	36,169.99	25 %
	311510 Real Prop-Delinquent	2,393.83	34,495.13	80,000.00	45,504.87	43 %
	311521 Mobile Home-Delinquent	855.42	1,384.12	1,200.00	-184.12	115 %
	311522 Pers Prop-Delinquent	0.00	6,019.74	400.00	-5,619.74	*** %
	312000 Pen & Int on Delinq & Protested Taxes	232.13	1,245.52	2,000.00	754.48	62 %
	314140 Local Option Tax	6,634.14	38,924.87	65,000.00	26,075.13	60 %
	Account Group Total:	350,445.60	468,401.83	709,100.00	240,698.17	66 %
320000 LICENSES AND PERMITS						
	321010 Motor Vehicle Plate Fees	0.00	0.00	500.00	500.00	0 %
	322010 Alcoholic Beverage Licenses	3,062.40	3,062.40	4,000.00	937.60	77 %
	322020 Business Licenses/Permits	12.50	1,837.50	6,000.00	4,162.50	31 %
	322030 Itinerant & Transient Licenses	0.00	25.00	130.00	105.00	19 %
	322050 Franchise Cable TV	0.00	0.00	4,000.00	4,000.00	0 %
	323010 Building Permits & Related Permits	24.00	16,795.00	14,000.00	-2,795.00	120 %
	323030 Dog Lic/Pnd Fees/Rabies Shots	70.00	220.00	5,500.00	5,280.00	4 %
	Account Group Total:	3,168.90	21,939.90	34,130.00	12,190.10	64 %
330000 INTERGOVERNMENTAL REVENUES						
	331053 FRA USDOT GRANT	0.00	0.00	953,954.00	953,954.00	0 %
	334132 Urban Forestry Grant	0.00	0.00	17,750.00	17,750.00	0 %
	334140 Cultural Trust Grant	0.00	0.00	3,500.00	3,500.00	0 %
	335040 Gasoline Tax Apportionment	7,499.19	78,914.01	92,000.00	13,085.99	86 %
	335065 Oil & Gas Distribution	0.00	0.00	10,000.00	10,000.00	0 %
	335120 Permits-Video Gaming Machine	0.00	11,900.00	13,000.00	1,100.00	92 %
	335230 State Entitlement Share	130,071.65	260,143.30	515,000.00	254,856.70	51 %
	338001 Toole Cty for Fire Department	0.00	18,000.00	36,000.00	18,000.00	50 %
	338002 School Dist #14 - NW ballfield at Shel-oole	1,000.00	1,000.00	0.00	-1,000.00	** %
	Account Group Total:	138,570.84	369,957.31	1,641,204.00	1,271,246.69	23 %
340000 CHARGES FOR SERVICES						
	341010 Sale of Maps, Photocopies, etc.	0.00	15.00	1,000.00	985.00	2 %
	341013 Lawn Mowing-Residents	0.00	2,912.00	1,500.00	-1,412.00	194 %
	343010 Street Charges for Services	3,923.47	9,543.47	4,000.00	-5,543.47	239 %
	343018 Sale of Materials	0.00	0.00	100.00	100.00	0 %
	346010 Civic Center User Fees	188.00	2,107.00	6,000.00	3,893.00	35 %
	346011 Civic Center Fund Raiser Proceeds	0.00	0.00	4,000.00	4,000.00	0 %
	346012 Recreation Passes	2,183.00	17,272.50	45,000.00	27,727.50	38 %
	346016 Pool Splash Park Fund Raiser Proceeds	0.00	1,000.00	5,000.00	4,000.00	20 %
	346030 Swimming Pool User Fees	0.00	2,222.00	5,000.00	2,778.00	44 %
	346041 Williamson Park Camping Fees	0.00	205.61	1,000.00	794.39	21 %
	346042 Lake Shel-oole Camping Fees	0.00	4,101.81	7,000.00	2,898.19	59 %
	Account Group Total:	6,294.47	39,379.39	79,600.00	40,220.61	49 %
350000 FINES AND FORFEITURES						
	351030 Fines & Forfeitures	1,791.00	7,811.75	16,000.00	8,188.25	49 %

Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
1000 GENERAL						
	Account Group Total:	1,791.00	7,811.75	16,000.00	8,188.25	49 %
360000 MISCELLANEOUS REVENUE						
361003	Land Rental-Industrial Park	3,704.48	6,529.39	9,800.00	3,270.61	67 %
361008	Historic City Hall & Land Rent-Chamber of	250.00	1,500.00	3,000.00	1,500.00	50 %
361012	Food Pantry Lease-Civic Center	0.00	12.00	12.00	0.00	100 %
361014	Property Sales	0.00	6,000.00	15,000.00	9,000.00	40 %
362002	Miscellaneous	300.00	5,181.82	20,000.00	14,818.18	26 %
362003	Cash Over/Short	-12.00	-19.75	0.00	19.75	** %
362004	MRE/SG Capital Credit	0.00	6,192.61	10,000.00	3,807.39	62 %
362005	Weed Abatement	464.75	2,055.35	1,500.00	-555.35	137 %
363040	Special Assessments-P&I (Penalty & Interest)	0.00	94.52	213.00	118.48	44 %
	Account Group Total:	4,707.23	27,545.94	59,525.00	31,979.06	46 %
370000 INVESTMENT AND ROYALTY EARNINGS						
371002	Gain on Investment Hot Mix Plant	0.00	356.02	1,500.00	1,143.98	24 %
371010	Interest Earnings	881.16	2,882.89	15,000.00	12,117.11	19 %
	Account Group Total:	881.16	3,238.91	16,500.00	13,261.09	20 %
380000 OTHER FINANCING SOURCES						
383006	Transfer In from other funds	0.00	0.00	77,000.00	77,000.00	0 %
	Account Group Total:	0.00	0.00	77,000.00	77,000.00	0 %
	Fund Total:	505,859.20	938,275.03	2,633,059.00	1,694,783.97	36 %
2190 COMPREHENSIVE LIABILITY						
310000 TAXES						
311010	Real Prop-Current	4,570.88	5,010.36	7,416.00	2,405.64	68 %
311021	Mobile Home-Current	0.00	0.61	10.00	9.39	6 %
311022	Pers Prop-Current	0.00	193.36	287.00	93.64	67 %
311040	Centrally Assessed	158.48	164.40	981.00	816.60	17 %
311510	Real Prop-Delinquent	33.28	479.60	819.00	339.40	59 %
311521	Mobile Home-Delinquent	11.90	19.25	12.00	-7.25	160 %
311522	Pers Prop-Delinquent	0.00	83.69	12.00	-71.69	697 %
312000	Pen & Int on Delinq & Protested Taxes	3.22	17.32	80.00	62.68	22 %
314140	Local Option Tax	0.00	0.00	832.00	832.00	0 %
	Account Group Total:	4,777.76	5,968.59	10,449.00	4,480.41	57 %
330000 INTERGOVERNMENTAL REVENUES						
339000	PILT (Healthcare & Ambulance bldg)	0.00	0.00	50.00	50.00	0 %
	Account Group Total:	0.00	0.00	50.00	50.00	0 %
360000 MISCELLANEOUS REVENUE						
362002	Miscellaneous	0.00	0.00	2,912.00	2,912.00	0 %
	Account Group Total:	0.00	0.00	2,912.00	2,912.00	0 %
	Fund Total:	4,777.76	5,968.59	13,411.00	7,442.41	45 %

Fund	Account	Received			Revenue	
		Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
2260 DISASTER-FLOOD WLMSN PARK						
310000 TAXES						
	311010 Real Prop-Current	3,141.41	3,443.44	5,000.00	1,556.56	69 %
	311021 Mobile Home-Current	0.00	0.43	0.00	-0.43	** %
	311022 Pers Prop-Current	0.00	134.75	0.00	-134.75	** %
	311040 Centrally Assessed	108.92	113.05	0.00	-113.05	** %
	311510 Real Prop-Delinquent	23.27	334.39	0.00	-334.39	** %
	311521 Mobile Home-Delinquent	8.36	13.50	0.00	-13.50	** %
	311522 Pers Prop-Delinquent	0.00	58.32	0.00	-58.32	** %
	312000 Pen & Int on Delinq & Protested Taxes	2.28	12.14	0.00	-12.14	** %
	Account Group Total:	3,284.24	4,110.02	5,000.00	889.98	82 %
	Fund Total:	3,284.24	4,110.02	5,000.00	889.98	82 %
2310 TAX INCREMENT FINANCING DISTRICT (TIFD)						
310000 TAXES						
	311022 Pers Prop-Current	107.26	107.26	0.00	-107.26	** %
	Account Group Total:	107.26	107.26	0.00	-107.26	** %
360000 MISCELLANEOUS REVENUE						
	363010 Maint. Assess-Current	62,709.95	62,901.25	150,000.00	87,098.75	42 %
	Account Group Total:	62,709.95	62,901.25	150,000.00	87,098.75	42 %
	Fund Total:	62,817.21	63,008.51	150,000.00	86,991.49	42 %
2320 ECONOMIC DEVELOPMENT						
330000 INTERGOVERNMENTAL REVENUES						
	331043 EDA/BIG SKY TRUST	0.00	0.00	33,000.00	33,000.00	0 %
	Account Group Total:	0.00	0.00	33,000.00	33,000.00	0 %
	Fund Total:	0.00	0.00	33,000.00	33,000.00	0 %
2370 P.E.R.S.-EMPLOYER CONTRIBUTION						
310000 TAXES						
	311010 Real Prop-Current	7,209.92	7,903.12	11,804.00	3,900.88	67 %
	311021 Mobile Home-Current	0.00	0.96	80.00	79.04	1 %
	311022 Pers Prop-Current	0.00	305.19	475.00	169.81	64 %
	311040 Centrally Assessed	249.97	259.32	1,352.00	1,092.68	19 %
	311510 Real Prop-Delinquent	52.53	756.96	400.00	-356.96	189 %
	311521 Mobile Home-Delinquent	18.76	30.36	18.00	-12.36	169 %
	311522 Pers Prop-Delinquent	0.00	132.10	14.00	-118.10	944 %
	312000 Pen & Int on Delinq & Protested Taxes	5.11	27.35	98.00	70.65	28 %
	314140 Local Option Tax	0.00	0.00	1,313.00	1,313.00	0 %
	Account Group Total:	7,536.29	9,415.36	15,554.00	6,138.64	61 %

01/14/19
16:30:37

CITY OF SHELBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 12 / 18

Page: 4 of 10
Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
2370 P.E.R.S.-EMPLOYER CONTRIBUTION						
330000 INTERGOVERNMENTAL REVENUES						
	339000 PILT (Healthcare & Ambulance bldg)	0.00	0.00	60.00	60.00	0 %
	Account Group Total:	0.00	0.00	60.00	60.00	0 %
	Fund Total:	7,536.29	9,415.36	15,614.00	6,198.64	60 %
2371 HEALTH INSURANCE-EMPLOYER CONTRIBUTION						
310000 TAXES						
	311010 Real Prop-Current	13,901.63	15,238.23	23,342.00	8,103.77	65 %
	311021 Mobile Home-Current	0.00	1.85	31.00	29.15	6 %
	311022 Pers Prop-Current	0.00	588.15	903.00	314.85	65 %
	311040 Centrally Assessed	481.98	499.99	3,087.00	2,587.01	16 %
	311510 Real Prop-Delinquent	101.23	1,458.92	1,500.00	41.08	97 %
	311521 Mobile Home-Delinquent	36.33	58.71	34.00	-24.71	173 %
	311522 Pers Prop-Delinquent	0.00	254.57	19.00	-235.57	*** %
	312000 Pen & Int on Delinq & Protested Taxes	9.85	52.75	159.00	106.25	33 %
	314140 Local Option Tax	0.00	0.00	2,616.00	2,616.00	0 %
	Account Group Total:	14,531.02	18,153.17	31,691.00	13,537.83	57 %
330000 INTERGOVERNMENTAL REVENUES						
	339000 PILT (Healthcare & Ambulance bldg)	0.00	0.00	100.00	100.00	0 %
	Account Group Total:	0.00	0.00	100.00	100.00	0 %
	Fund Total:	14,531.02	18,153.17	31,791.00	13,637.83	57 %
2372 PERMISSIVE MEDICAL LEVY						
310000 TAXES						
	311510 Real Prop-Delinquent	0.00	8.08	0.00	-8.08	** %
	311521 Mobile Home-Delinquent	9.95	11.44	0.00	-11.44	** %
	312000 Pen & Int on Delinq & Protested Taxes	2.14	4.67	0.00	-4.67	** %
	Account Group Total:	12.09	24.19	0.00	-24.19	** %
380000 OTHER FINANCING SOURCES						
	383006 Transfer In from other funds	0.00	0.00	11,279.00	11,279.00	0 %
	Account Group Total:	0.00	0.00	11,279.00	11,279.00	0 %
	Fund Total:	12.09	24.19	11,279.00	11,254.81	0 %

01/14/19
16:30:37

CITY OF SHELBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 12 / 18

Page: 5 of 10
Report ID: B110C

Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
2395 MARIAS VALLEY GOLF & COUNTRY CLUB						
360000 MISCELLANEOUS REVENUE						
	362002 Miscellaneous	1,200.00	1,200.00	1,200.00	0.00	100 %
	Account Group Total:	1,200.00	1,200.00	1,200.00	0.00	100 %
	Fund Total:	1,200.00	1,200.00	1,200.00	0.00	100 %
2396 REC FACILITIES PASS (DONATIONS)						
360000 MISCELLANEOUS REVENUE						
	365005 City Recreation Pass Donations	0.00	10.00	1,000.00	990.00	1 %
	Account Group Total:	0.00	10.00	1,000.00	990.00	1 %
	Fund Total:	0.00	10.00	1,000.00	990.00	1 %
2399 REVOLVING LOAN						
360000 MISCELLANEOUS REVENUE						
	362002 Miscellaneous	0.00	0.00	2,091.00	2,091.00	0 %
	362015 Home Grant Lien Payoff	0.00	0.00	9,053.00	9,053.00	0 %
	Account Group Total:	0.00	0.00	11,144.00	11,144.00	0 %
370000 INVESTMENT AND ROYALTY EARNINGS						
	373020 Principal on USARD	0.00	7,530.45	5,913.00	-1,617.45	127 %
	Account Group Total:	0.00	7,530.45	5,913.00	-1,617.45	127 %
	Fund Total:	0.00	7,530.45	17,057.00	9,526.55	44 %
2400 STREET LIGHTING DISTRICT NO. 35						
360000 MISCELLANEOUS REVENUE						
	363010 Maint. Assess-Current	35,370.00	35,370.00	72,000.00	36,630.00	49 %
	363040 Special Assessments-P&I (Penalty & Interest)	36.12	253.68	399.00	145.32	64 %
	363510 Maint. Assess-Delinquent	467.32	6,797.73	6,500.00	-297.73	105 %
	Account Group Total:	35,873.44	42,421.41	78,899.00	36,477.59	54 %
	Fund Total:	35,873.44	42,421.41	78,899.00	36,477.59	54 %
2500 STREET MAINTENANCE DISTRICT NO. 1						
360000 MISCELLANEOUS REVENUE						
	363010 Maint. Assess-Current	107,918.76	127,512.87	195,000.00	67,487.13	65 %
	363040 Special Assessments-P&I (Penalty & Interest)	102.21	863.22	2,382.00	1,518.78	36 %
	363510 Maint. Assess-Delinquent	1,312.91	22,997.55	19,000.00	-3,997.55	121 %
	Account Group Total:	109,333.88	151,373.64	216,382.00	65,008.36	70 %
380000 OTHER FINANCING SOURCES						

01/14/19
16:30:37

CITY OF SHELBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 12 / 18

Page: 6 of 10
Report ID: B110C

Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
2500 STREET MAINTENANCE DISTRICT NO. 1						
383006	Transfer In from other funds	0.00	0.00	23,746.00	23,746.00	0 %
	Account Group Total:	0.00	0.00	23,746.00	23,746.00	0 %
	Fund Total:	109,333.88	151,373.64	240,128.00	88,754.36	63 %
2550 2012 CURB GUTTER & SIDEWALK SID						
360000 MISCELLANEOUS REVENUE						
363030	CGS Assessments-Current	11,722.98	12,134.18	34,978.00	22,843.82	35 %
363040	Special Assessments-P&I (Penalty & Interest)	0.00	36.17	0.00	-36.17	** %
363530	CGS Assessments-Delinquent	0.00	3,662.91	7,432.00	3,769.09	49 %
	Account Group Total:	11,722.98	15,833.26	42,410.00	26,576.74	37 %
380000 OTHER FINANCING SOURCES						
383006	Transfer In from other funds	0.00	0.00	96,892.00	96,892.00	0 %
	Account Group Total:	0.00	0.00	96,892.00	96,892.00	0 %
	Fund Total:	11,722.98	15,833.26	139,302.00	123,468.74	11 %
2600 PARK MAINTENANCE DISTRICT #1						
330000 INTERGOVERNMENTAL REVENUES						
334125	Fish, Wildlife & Parks Grant	0.00	3,545.00	75,000.00	71,455.00	5 %
	Account Group Total:	0.00	3,545.00	75,000.00	71,455.00	5 %
360000 MISCELLANEOUS REVENUE						
363010	Maint. Assess-Current	20,509.63	22,073.18	40,089.00	18,015.82	55 %
363040	Special Assessments-P&I (Penalty & Interest)	12.62	75.94	223.00	147.06	34 %
363510	Maint. Assess-Delinquent	149.14	2,192.95	5,524.00	3,331.05	40 %
	Account Group Total:	20,671.39	24,342.07	45,836.00	21,493.93	53 %
370000 INVESTMENT AND ROYALTY EARNINGS						
371010	Interest Earnings	0.00	0.00	200.00	200.00	0 %
	Account Group Total:	0.00	0.00	200.00	200.00	0 %
	Fund Total:	20,671.39	27,887.07	121,036.00	93,148.93	23 %
2810 POLICE PENSION & TRAINING (3RD CLASS CITIES)						
330000 INTERGOVERNMENTAL REVENUES						
335050	Insurance Premium Apportionment (Fire Dept)	0.00	0.00	5,224.00	5,224.00	0 %
	Account Group Total:	0.00	0.00	5,224.00	5,224.00	0 %
	Fund Total:	0.00	0.00	5,224.00	5,224.00	0 %

01/14/19
16:30:37

CITY OF SHELBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 12 / 18

Page: 7 of 10
Report ID: B110C

Fund	Account	Received			Revenue	
		Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
2920 TRAILS GRANT						
330000 INTERGOVERNMENTAL REVENUES						
	334125 Fish, Wildlife & Parks Grant	0.00	0.00	76,000.00	76,000.00	0 %
	Account Group Total:	0.00	0.00	76,000.00	76,000.00	0 %
	Fund Total:	0.00	0.00	76,000.00	76,000.00	0 %
2936 WILLIAMSON BLDG RENOVATIONS						
360000 MISCELLANEOUS REVENUE						
	361014 Property Sales	0.00	0.00	350,000.00	350,000.00	0 %
	362002 Miscellaneous	4,350.00	29,100.00	50,000.00	20,900.00	58 %
	Account Group Total:	4,350.00	29,100.00	400,000.00	370,900.00	7 %
	Fund Total:	4,350.00	29,100.00	400,000.00	370,900.00	7 %
3035 2006 FIRE HALL G.O.B.						
310000 TAXES						
	311010 Real Prop-Current	48,694.92	53,376.78	75,599.00	22,222.22	71 %
	311021 Mobile Home-Current	0.00	6.62	96.00	89.38	7 %
	311022 Pers Prop-Current	0.00	2,104.71	2,833.00	728.29	74 %
	311040 Centrally Assessed	1,688.30	1,752.75	9,960.00	8,207.25	18 %
	311510 Real Prop-Delinquent	362.28	5,220.31	3,500.00	-1,720.31	149 %
	311521 Mobile Home-Delinquent	128.98	208.83	630.00	421.17	33 %
	311522 Pers Prop-Delinquent	0.00	910.99	77.00	-833.99	*** %
	312000 Pen & Int on Delinq & Protested Taxes	35.09	188.47	700.00	511.53	27 %
	Account Group Total:	50,909.57	63,769.46	93,395.00	29,625.54	68 %
	Fund Total:	50,909.57	63,769.46	93,395.00	29,625.54	68 %
4000 CAPITAL PROJECTS FUND						
370000 INVESTMENT AND ROYALTY EARNINGS						
	371010 Interest Earnings	2,920.95	13,694.23	0.00	-13,694.23	** %
	Account Group Total:	2,920.95	13,694.23	0.00	-13,694.23	** %
	Fund Total:	2,920.95	13,694.23	0.00	-13,694.23	** %
5210 WATER UTILITY						
330000 INTERGOVERNMENTAL REVENUES						
	334120 TSEP Grant	0.00	0.00	750,000.00	750,000.00	0 %
	Account Group Total:	0.00	0.00	750,000.00	750,000.00	0 %
340000 CHARGES FOR SERVICES						
	343021 Metered Water Charges	103,854.90	682,735.31	1,417,000.00	734,264.69	48 %

Fund	Account	Received			Revenue	%
		Current Month	Received YTD	Estimated Revenue	To Be Received	Received
5210 WATER UTILITY						
343023	Bulk Water Sales (dispenser)	33.00	453.00	2,500.00	2,047.00	18 %
343026	Water Tapping Permit	0.00	16,633.34	8,000.00	-8,633.34	208 %
343027	Miscellaneous Revenue	1,255,332.00	1,255,862.00	1,512,000.00	256,138.00	83 %
343028	Utility Billing Late Fees	684.00	3,592.00	7,775.00	4,183.00	46 %
	Account Group Total:	1,359,903.90	1,959,275.65	2,947,275.00	987,999.35	66 %
360000 MISCELLANEOUS REVENUE						
362002	Miscellaneous	0.00	626.70	9,000.00	8,373.30	7 %
363050	Special Assessments-Enterprise Fund	0.00	0.00	790.00	790.00	0 %
	Account Group Total:	0.00	626.70	9,790.00	9,163.30	6 %
370000 INVESTMENT AND ROYALTY EARNINGS						
371010	Interest Earnings	0.00	0.00	100.00	100.00	0 %
	Account Group Total:	0.00	0.00	100.00	100.00	0 %
380000 OTHER FINANCING SOURCES						
380101	CDBG/EDA	0.00	0.00	1,072,000.00	1,072,000.00	0 %
	Account Group Total:	0.00	0.00	1,072,000.00	1,072,000.00	0 %
	Fund Total:	1,359,903.90	1,959,902.35	4,779,165.00	2,819,262.65	41 %
5310 SEWER UTILITY						
340000 CHARGES FOR SERVICES						
343031	Sewer Service Charges	64,326.79	399,505.91	835,000.00	435,494.09	48 %
343033	Sewer Tapping Permits	0.00	14,320.00	7,000.00	-7,320.00	205 %
343037	Miscellaneous Revenue	5.00	15.00	300.00	285.00	5 %
343038	Utility Billing Late Fees	228.00	1,254.00	2,620.00	1,366.00	48 %
	Account Group Total:	64,559.79	415,094.91	844,920.00	429,825.09	49 %
360000 MISCELLANEOUS REVENUE						
362002	Miscellaneous	160.00	220.00	0.00	-220.00	** %
	Account Group Total:	160.00	220.00	0.00	-220.00	** %
380000 OTHER FINANCING SOURCES						
381073	SRF Loan Proceeds	0.00	1,490,125.00	3,650,000.00	2,159,875.00	41 %
383002	Interfund Operating Transfers In from General	0.00	44,224.48	88,449.00	44,224.52	50 %
	Account Group Total:	0.00	1,534,349.48	3,738,449.00	2,204,099.52	41 %
	Fund Total:	64,719.79	1,949,664.39	4,583,369.00	2,633,704.61	43 %

Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
5410 SOLID WASTE UTILITY						
340000 CHARGES FOR SERVICES						
	341030 Junk Vehicle Disposal	0.00	46.00	422.00	376.00	11 %
	343041 Garbage Collection Charges	26,952.93	163,361.00	320,000.00	156,639.00	51 %
	343042 Landfill Disposal Charges	39,840.39	244,704.76	480,000.00	235,295.24	51 %
	343044 Dump Permits	0.00	5,047.00	17,000.00	11,953.00	30 %
	343047 Miscellaneous Revenue	5.00	15.00	35.00	20.00	43 %
	343048 Utility Billing Late Fees	228.00	1,254.00	2,600.00	1,346.00	48 %
	Account Group Total:	67,026.32	414,427.76	820,057.00	405,629.24	51 %
360000 MISCELLANEOUS REVENUE						
	361010 Pasture Lease (land by landfill)	0.00	200.00	0.00	-200.00	** %
	362002 Miscellaneous	618.00	76,808.00	65,000.00	-11,808.00	118 %
	Account Group Total:	618.00	77,008.00	65,000.00	-12,008.00	118 %
370000 INVESTMENT AND ROYALTY EARNINGS						
	371010 Interest Earnings	0.00	0.00	16,000.00	16,000.00	0 %
	Account Group Total:	0.00	0.00	16,000.00	16,000.00	0 %
380000 OTHER FINANCING SOURCES						
	381071 Loan/New Equipment	0.00	0.00	348,905.00	348,905.00	0 %
	Account Group Total:	0.00	0.00	348,905.00	348,905.00	0 %
	Fund Total:	67,644.32	491,435.76	1,249,962.00	758,526.24	39 %
5720 STORM DRAINAGE						
330000 INTERGOVERNMENTAL REVENUES						
	334040 MDOT Grant	0.00	42,336.56	112,821.00	70,484.44	38 %
	334120 TSEP Grant	277,307.20	277,307.20	577,839.00	300,531.80	48 %
	Account Group Total:	277,307.20	319,643.76	690,660.00	371,016.24	46 %
340000 CHARGES FOR SERVICES						
	343010 Street Charges for Services	19,043.42	111,380.65	220,000.00	108,619.35	51 %
	Account Group Total:	19,043.42	111,380.65	220,000.00	108,619.35	51 %
360000 MISCELLANEOUS REVENUE						
	363010 Maint. Assess-Current	26,913.63	32,257.13	60,000.00	27,742.87	54 %
	363040 Special Assessments-P&I (Penalty & Interest)	0.00	135.96	0.00	-135.96	** %
	363510 Maint. Assess-Delinquent	0.00	3,794.15	0.00	-3,794.15	** %
	Account Group Total:	26,913.63	36,187.24	60,000.00	23,812.76	60 %
380000 OTHER FINANCING SOURCES						
	381070 Loan/Bond Proceeds	0.00	0.00	3,091,143.00	3,091,143.00	0 %
	Account Group Total:	0.00	0.00	3,091,143.00	3,091,143.00	0 %
	Fund Total:	323,264.25	467,211.65	4,061,803.00	3,594,591.35	12 %

Fund	Account	Received			Revenue	
		Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
7060 SHELBY ENERGY SHARE						
370000 INVESTMENT AND ROYALTY EARNINGS						
	371010 Interest Earnings	0.00	492.15	1,200.00	707.85	41 %
	Account Group Total:	0.00	492.15	1,200.00	707.85	41 %
	Fund Total:	0.00	492.15	1,200.00	707.85	41 %
7061 LOCAL DISASTER RELIEF						
370000 INVESTMENT AND ROYALTY EARNINGS						
	371010 Interest Earnings	0.00	492.15	1,200.00	707.85	41 %
	Account Group Total:	0.00	492.15	1,200.00	707.85	41 %
	Fund Total:	0.00	492.15	1,200.00	707.85	41 %
7120 FIRE RELIEF						
330000 INTERGOVERNMENTAL REVENUES						
	335050 Insurance Premium Apportionment (Fire Dept)	0.00	0.00	5,224.00	5,224.00	0 %
	Account Group Total:	0.00	0.00	5,224.00	5,224.00	0 %
	Fund Total:	0.00	0.00	5,224.00	5,224.00	0 %
7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID)						
310000 TAXES						
	315200 TBID Assessment Collections	0.00	31,306.00	45,000.00	13,694.00	70 %
	Account Group Total:	0.00	31,306.00	45,000.00	13,694.00	70 %
	Fund Total:	0.00	31,306.00	45,000.00	13,694.00	70 %
7427 SPECIALTY LICENSE PLATES (SHELBY)						
360000 MISCELLANEOUS REVENUE						
	362002 Miscellaneous	360.00	2,040.00	5,000.00	2,960.00	41 %
	Account Group Total:	360.00	2,040.00	5,000.00	2,960.00	41 %
	Fund Total:	360.00	2,040.00	5,000.00	2,960.00	41 %
	Grand Total:	2,651,692.28	6,294,318.84	18,798,318.00	12,503,999.16	33 %

**City of Shelby
Cash Flow Report
2017-2018 2018-2019**

2017-2018	July	August	September	October	November	December	January	February	March	April	May	June
Beginning Cash	3,408,134	2,848,084	2,862,919	3,044,712	3,274,059	3,044,203	3,422,380	3,437,627	3,500,056	3,640,634	3,787,692	3,813,199
Receipts	338,319	365,123	415,564	595,960	695,489	939,497	401,575	315,020	440,717	423,878	410,200	1,078,211
Disbursements	(898,369)	(350,288)	(234,212)	(366,162)	(925,345)	(559,326)	(386,327)	(252,591)	(300,139)	(276,819)	(384,694)	(472,360)
Cash Balance	2,848,084	2,862,919	3,044,272	3,274,509	3,044,203	3,424,374	3,437,627	3,500,056	3,640,634	3,787,692	3,813,199	4,419,050
Outstanding Warrants	(208,848)	(99,188)	(138,811)	(579,195)	(265,735)	(64,242)	(40,011)	(180,885)	(229,244)	(231,758)	(281,956)	(157,317)
Balance	2,639,235.93	2,763,731.56	2,905,460.66	2,695,314.20	2,778,468.44	3,360,132.63	3,397,615.83	3,319,171.81	3,411,389.42	3,555,934.05	3,531,243.27	4,261,733.02
General Fund Balance	1,080,270	1,042,860	1,106,918	1,169,166	1,128,799	1,146,586	1,317,293	1,285,537	1,344,812	1,245,577	1,192,451	1,641,365
2018-2019	July	August	September	October	November	December	January	February	March	April	May	June
Beginning Cash	4,545,239	4,002,930	4,621,160	4,082,070	4,138,156	3,957,924	0	0	0	0	0	0
Receipts	375,995	1,597,468	484,474	445,124	869,519	2,637,857	0	0	0	0	0	0
Disbursements	(918,303)	(979,239)	(1,023,564)	(332,637)	(1,049,751)	(1,018,858)	0	0	0	0	0	0
Cash Balance	4,002,930	4,621,160	4,082,070	4,194,556	3,957,924	5,576,923	0	0	0	0	0	0
Outstanding Warrants	(779,543)	(1,227,342)	(478,157)	(1,513,849)	(878,576)	(540,968)	0	0	0	0	0	0
Balance	3,223,386.90	3,393,818.00	3,603,913.11	2,680,707.49	3,079,348.42	5,035,954.90	0.00	0.00	0.00	0.00	0.00	0.00
General Fund Balance	1,521,243	1,453,823	1,547,143	1,483,128	1,380,175	1,702,509	0	0	0	0	0	0
Reserved for Debt Service Ent Funds	834536											
Reserved for Closure/post closure	404010											
Energy Relief Restricted	93364											
Disaster Relief Restricted	93364											
1000	1,702,505.58	4000	26,068.60									
2175	902.72	5210	1,651,388.77									
2190	19,355.60	5310	354,800.85									
2260	-540.40	5410	412,682.24									
2310	100,086.66	5720	184,357.47									
2320	0.00	7040	4,142.87									
2370	9,416.03	7060	99,199.04									
2371	18,185.68	7061	104,499.65									
2372	12,097.59	7110	249.64									
2395	44,226.91	7120	5,045.00									
2396	1,015.50	7199	55,435.78									
2399	269,096.71	7427	4,165.60									
2400	213,242.86	7910	43,221.93									
2500	303,423.99	7930	540,967.74	5,576,922.64								
2550	-49,161.61											
2600	48,673.92											
2810	15,040.00											
2920	51,213.41											
2935	762.95											
2936	-798,539.94											
2956	0.00											
3015	12,520.53											
3035	115,816.01											
3410	1,356.76											
3510	0.00											

CITY OF SHELBY, FY 2017-18
PROJECT BUDGETS
DECEMBER 2018

1/17/2019

PROJECT NUMBER	NAME & ACCOUNTING	Committed Current Month	Committed YTD	ORIGINAL BUDGET	CURRENT BUDGET	AVAILABLE BUDGET	% Committed
<u>2209</u>	<u>WALKING TRAIL</u> 2920-460443-950-2209	\$ -	\$ -	\$ -	\$ 76,000.00	\$ 76,000.00	0%
<u>2242</u>	<u>CHAMPIONS PARK</u> 1000-460441-950-2242	\$ -	\$ -	\$ -	\$ 25,500.00	\$ 25,500.00	0%
<u>2279</u>	<u>PARK MAINTENANCE - PARK & REC (Pool)</u> 2600-460400-950-2279 (Land Water Grant)	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 75,000.00	0%
<u>2282</u>	<u>4TH CELL SEWER LAGOON</u> 5310-430601-950-2282	\$ 6,074.51	\$ 1,465,230.24	\$ -	\$ 4,200,000.00	\$ 2,734,769.76	35%
<u>2283</u>	<u>STORM DRAINAGE</u> 5720-430246-950-2283	\$ 24,657.22	\$ 374,744.92	\$ -	\$ 4,233,000.00	\$ 3,858,255.08	9%
<u>2284</u>	<u>WATER IMPROVEMENTS (Booster Station)</u> 5210-430501-950-2284 (\$750,000 = Loan) (\$1,072,000 = CDBG/EDA)	\$ 18,543.78	\$ 144,209.83	\$ -	\$ 1,822,000.00	\$ 1,677,790.17	8%
<u>2285</u>	<u>WELLFIELD IMPROVEMENTS</u> 5210-430501-950-2285	\$ 15,645.88	\$ 15,645.88	\$ -	\$ -	\$ (15,645.88)	#DIV/0!
		\$ 64,921.39	\$ 1,999,830.87	\$ -	\$ 10,431,500.00	\$ 8,431,669.13	2%

**CITY OF SHELBY
DELINQUENT TAXES
As of 12/31/2018**

1/8/2019

City Fund	TC District	TC Fund	FUND NAME	# of Taxpayers	DELINQUENT ONLY \$
CITY	0910	7850	City of Shelby	215	248,422.68
3410	9980	7853	Curb, Gutter & Sidewalk-1992	16	83,135.10
2550	9986	7856	Curb, Gutter & Sidewalk-2012	4	6,381.98
5210	9984	7857	Curb Stop	1	656.15
1000	9981	7854	Junk Removal	7	51,684.02
2400	9840	7851	Lighting District #35	177	33,838.40
2600	9860	7881	Park Maintenance #1	185	6,204.76
5720	9845	7886	Storm Drainage-Developed	36	3,609.74
5720	9835	7884	Storm Drainage-Undeveloped	55	2,778.01
2500	9983	7855	Street Maintenance #1	176	90,412.40
2310	5910	7351	TED TIFD		-
1000	9970	7852	Weeds	23	22,639.58
1000	9975	7883	Weeds-2011, 2012	2	880.00
1000	9971	7885	Weeds-2016	4	803.00
					\$ 551,445.82



VISION ZERO

zero deaths
zero serious injuries

Montana Department of Transportation

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

Steve Bullock, Governor
Michael T. Tooley, Director

Thursday, September 27, 2018

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

Subject: Construction Agreement
9394000, NH 1-4(48)278, Main Street – Shelby
9396000, STPP 67-1(7)0, Shelby North

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

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

Christie McOmber
Great Falls Projects Engineer
cmcomber@mt.gov

copies: Doug Wilmot, District Administrator-Great Falls

CONSTRUCTION AGREEMENT

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

WITNESSETH THAT:

THE PURPOSE OF THIS AGREEMENT IS TO SET FORTH THE RESPONSIBILITIES AND DUTIES OF THE STATE AND THE CITY WITH RESPECT TO A FEDERAL AID HIGHWAY AND ADJACENT PEDESTRIAN FACILITIES PROJECT WITHIN THE CITY OF SHELBY, MONTANA.

I. WHEREAS, the State proposes to construct and/or reconstruct a certain highway **AND ADJACENT PEDESTRIAN FACILITIES (SIDEWALKS)** in and through the City, the construction being known as Federal Aid Project No. NH 1-4(48)278, Main Street – Shelby, UPN 9394000, and

WHEREAS, the construction will be over and upon Main Street (N-1) within the Shelby city limits between milepost 278.09 and 280.02, and

WHEREAS, the State desires to receive Federal funds to construct the highway, and

WHEREAS, in accordance with the State's agreement with the Federal Highway Administration (FHWA) of the U. S. Department of Transportation, the State must ensure that certain requirements are met in order for the State to fulfill its obligations to the FHWA and for the project to be eligible for federal funds. Accordingly, the State includes federal requirements, which are among those hereinafter set forth, for this project, and the City agrees to them, and

WHEREAS, this document must be duly executed and on record with the State and FHWA before the work contemplated can be awarded to contract, and

WHEREAS, the City hereby concurs in the designation of the highway which was designated under Section 60-2-110, MCA, and

WHEREAS, the City desires to have the construction done, the City deeming it to be a valuable and beneficial consideration,

II. NOW, THEREFORE, **THE PARTIES AGREE AS FOLLOWS:**

AT STATE EXPENSE, THE STATE AGREES TO DESIGN THE PROJECT, LET IT TO CONTRACT AND ADMINISTER THE CONTRACT FOR CONSTRUCTION AND WILL PERFORM ALL THE REMAINING FUNCTIONS AND DUTIES AND RESPONSIBILITIES SET FORTH HEREIN IN EXCHANGE FOR WHICH THE CITY AGREES THAT UPON COMPLETION OF THE PROJECT, DEEMING THE CONSTRUCTION A GOOD AND VALUABLE CONSIDERATION, IT WILL PERFORM ALL OF THE FUNCTIONS AND DUTIES AND RESPONSIBILITIES SET FORTH IN THIS AGREEMENT. THE DUTIES AND RESPONSIBILITIES OF EACH PARTY TO THIS AGREEMENT ARE LIMITED TO THE PROJECT AREA.

(A) The City agrees to conform in all regards to Chapter 8 of Title 61, MCA, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Chapter 8 of Title 61, MCA, with specific reference, but not limited to, the following matters:

(1) Installing any signs, signals, or markings not in conformance with the Standards approved by the FHWA pursuant to 23 USC §109(d).

(2) Establishing a speed limit less than twenty-five (25) miles per hour in any urban district on the highway.

(3) Establishing a speed limit of less than thirty-five (35) miles per hour outside an urban district on the highway. The City will modify or alter such established speed limits on the highway after a traffic and engineering investigation is made at the request of the State.

(4) Erecting any markings, sign, signal or traffic control device that will give preference to local routes which intersect with the highway and no sign, signal or traffic control device will be erected or constructed, nor shall the establishment or modification of any speed zone, parking regulation or traffic marking which will affect traffic on the highway be made without express written permission of the State, and then only after proper traffic and engineering study indicates that such markings, sign, signal or traffic control device is required.

(5) Erecting any lighting on the highway without express written permission of the State, and then only after proper traffic and engineering study indicates that such lighting devices are required. The plans for such lighting installation shall be approved by the State before erection.

(6) Not requiring the stopping of all traffic at all intersecting streets, alleys and driveways before entering the highway. Where the City considers that such traffic control creates a hazardous situation, it will request a traffic and engineering study by the State. The State, after the study, may authorize express written modifications in the traffic control devices as may be in the public interest from a safety and convenience standpoint.

(7) Prohibiting parallel parking on the highway; and

(8) Allowing stopping, standing or parking of a vehicle in a place prohibited by §61-8-354, MCA.

(9) For lighting projects inside of incorporated municipalities, the cost of operation and maintenance of the lighting shall be paid by the State; however, where an existing lighting district, which is paid for by a city, town or special improvement district, is replaced or upgraded, the city, town or special improvement district shall continue paying the amount of the previous payments toward the cost of operation and maintenance of the new or revised lighting system. If and when the cost of energy or maintenance is raised by the utility company, the city, town or special improvement district shall pay their proportionate share of the rate increase.

(B) The State, after a traffic and engineering investigation of any speed zone, parking regulation or traffic control device, may require the City to modify or remove such existing speed zone, parking regulation or traffic control device upon the highway.

(C) The State will retain the authority and responsibility for issuing approach and encroachment permits onto, upon or over right-of-way of the highway by anyone.

(D) Should the City incorporate beyond the present City limits, and such newly annexed area include portions of this Federal Aid Project not now within the City limits, then this agreement, by reference herein, will also apply to the newly annexed area.

(E) The City has reviewed and approved the plans.

(F) The City will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operation of the improvements as planned.

(G) All signs required to enforce City ordinances shall be maintained by the City.

(H) The City is responsible for costs for any locally-required permits, including but not limited to building permits, electrical permits, plumbing permits, excavation permits, engineering permits, and/or encroachment permits.

(I) Sidewalk Maintenance.

(1) Upon completion of and in consideration for the project, and at no additional cost to the State, the City agrees to assume full responsibility for and control of maintenance of the sidewalks bordering the project, except that the State is responsible for the maintenance of sidewalks and pedestrian/bike facilities on bridges, overpasses and related facilities. Specifically, the City will maintain or cause to be maintained the sidewalks adjacent to both sides of the project within the project limits. The City may, in its discretion, enforce state laws and its local ordinances, if any, to recover all costs associated with its sidewalk maintenance activities from persons or entities who own property adjacent to the sidewalks and/or who receive the benefit of the maintenance

performed.

(a) For the purposes of this agreement, "maintenance of sidewalk" is defined as: surface patching; crack sealing; sweeping; cleaning; washing; replacing small portions of damaged path; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause including but not limited to frost heaving, landscaping, tree roots, or permitted encroachments; removal of debris and other obstructions or impediments to safe pedestrian travel; and any and all other normally accepted maintenance practices.

(b) The City may by ordinance or resolution establish parking rules and regulations, including installation of metered parking.

(c) The City may by ordinance or regulation impose landscaping and/or sidewalk construction responsibilities on property owners whose property abuts the state facility provided that any new sidewalk construction completed under the City authority on the highway right of way meets or exceeds the specifications and standards of the State including compliance with any state or federal handicapped access laws and regulations.

(d) For purposes of this agreement, "Maintenance" does not mean repair or replacement of any sidewalk segment six feet or more in continuous length which cannot be repaired without complete removal and replacement of the existing walk and subsurface base. Upon notice that a segment of sidewalk must be replaced, the City will take whatever steps necessary to complete the replacement within 120 days, (weather permitting), subject only to the temporary fix referred to in: I(2) below.

(e) In the event of a disagreement as to whether a sidewalk segment can be repaired or must be replaced, the parties agree that the issue will be resolved by agreement by the City or his designee and the Department of Transportation Maintenance Administrator or his designee. If necessary, the Director of the Department of Transportation and the Mayor may be asked to resolve the issue.

(f) If the city fails to service, maintain, repair and pay the cost of operating this Project as described in this agreement, the State, in its sole discretion, may service, maintain, repair and operate the sidewalk and bill the city for such service, maintenance and operation, and the city agrees to pay the State its costs. Service, maintenance repair and operation costs are subject to indirect cost recovery as per Section 17-1-106. MCA.

(2) The parties agree that they have a joint and mutual interest to build and maintain the sidewalks in a safe manner. To that end there is a joint responsibility to inspect the sidewalks on a periodic basis, at least annually to discover any potential sections that require repair or replacement. Regardless of who identifies an area of potential harm, they shall immediately notify the other party to the agreement and shall jointly take whatever steps necessary to warn the users of the walk until such time as repair or replacement can be completed. In the event replacement is deemed necessary,

temporary repairs may be performed until such time as reconstruction can be programmed and completed. In the event replacement or reconstruction is required, the State shall use any eligible state or federal funding to perform the work and upon completion notify the City after which the City once again is responsible for future maintenance.

(3) City agrees that the maintenance responsibility is in effect until the sidewalks are reconstructed as provided in paragraph (e), unless otherwise agreed to by the parties.

(4) If, during its inspections, the City encounters a condition on the sidewalk that it believes is caused by a design or construction defect or by the negligent act or omission of a State agent or employee, the City will immediately notify the State of the existence and location of the defect and provide the State with a detailed explanation of the engineering basis for its belief that the condition is caused by a design or construction defect or the negligent act or omission of a State agent or employee.

(5) This section does not supersede, discharge, or extinguish any prior agreement between the parties, nor will any future agreement between the parties supersede, discharge, or extinguish this agreement, unless by specific reference and in clear terms.

(J) Storm Water Management

(1) Construction Storm Water General Permit

(a) Upon completion of all physical work associated with construction activity, the parties will inspect the temporary erosion and sediment control measures and devices as part of the Department's final inspection with the Department's contractor. The Department will provide the City with the Storm Water Pollution Prevention Plan (SWPPP) package for City review. Within ten (10) days of receiving the package, the City will provide the Department with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon the Department's and City's approval of site conditions and contractor records, the Department will provide the City a Permit Transfer Notification (PTN) form. The City will return the signed PTN form to the Department within ten (10) business days. The Department will forward the completed PTN form and transfer fees to the Montana Department of Environmental Quality (DEQ).

(b) Once DEQ transfers the Construction Storm Water General Permit Authorization, the City will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.

(c) The Department agrees to pay annual fees associated with permit coverage until termination. To assure payment, the City must forward invoices to the Department's Environmental Services Bureau for payment.

(K) The City will continue adequate engineering capabilities to ensure that a continuing traffic engineering function is carried out on the project.

(L) Term – This Agreement shall continue until all parties agree to supersede this Agreement within another Agreement.

(M) Hold Harmless & Indemnification – The City shall protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the City, or their agents, or subcontractors, under this Agreement, except the negligence of MDT under this Agreement.

MDT shall protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the MDT, or their agents, or subcontractors, under this Agreement, except the negligence of the City under this Agreement.

(N) Insurance - The City shall maintain for the duration of the Agreement at their cost and expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with any act or omission by the City and their agents, employees, representative, assigns or subcontractors. This City's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to the facility and its location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the City's insurance and shall not contribute with it. This insurance shall cover such claims as may be caused by any intentional or negligent act or omission.

(1) Commercial General Liability Insurance: The City shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage as set forth below, to cover such claims as may be caused by any act, omission, or negligence of the City or their officers, agents, representatives, assigns, or subcontractors. Commercial General Liability insurance covering all operations under the Agreement shall have coverage substantially similar to the standard ISO Commercial General Liability Insurance policy, the limits shall be:

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Excess/Umbrella Liability Insurance	\$2,000,000.00

Any party classified as a governmental entity may meet the insurance requirements of this Agreement through self-insurance or risk sharing pool coverage which meets Montana statutory tort limits. Proof of self-insurance or risk sharing pool coverage must be provided to MDT before commencement of the Agreement activities. The City must notify the State immediately of any change in insurance coverage during the term of this Agreement and must meet the limits for private insurance shown above should self-insurance or risk sharing pool coverage be discontinued.

(2) Certificates of Insurance: Insurance is to be placed with an insurer with a Best's rating of no less than A-. The Best's rating requirement does not apply to any governmental entity self-insurance or risk-sharing pool insurance coverage. The City must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, changes in status of policy, etc. The State reserves the right to require complete copies of insurance policies at any time.

(3) Workers' Compensation Insurance: The City is required to maintain workers' compensation insurance or an independent contractor's exemption covering the contractor and/or employees while performing work within MDT right-of-way in accordance with §39-71-401/405, Montana Code annotated. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

(O) Public Safety - It is agreed, if any repairs to the Project or future City construction projects must be done to prevent a public hazard, the City will immediately protect the area from public access, contact MDT Havre Area Maintenance, and take corrective action to repair the hazard.

(P) Invoicing and Indirect Cost (IDC) – If MDT incurs any costs as a result of a public emergency, as a result of the City not meeting the requirements in this Agreement which necessitates action on MDT's part concerning the maintenance or repair of the City's Project, or future City construction projects, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices.

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

- i. Invoice will be sent to:
City of Shelby
112 1st Street South

Shelby, MT 59474

- ii. Payments shall be made to:
Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

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

III. The CITY, for itself, its assignees and successors in interest, agrees to comply with the provisions of Exhibit A, "MDT Nondiscrimination and Disability Accommodation Notice," which is attached hereto and incorporated by reference. The CITY is referred to as the "PARTY" in said Exhibit, and the City's duties and responsibilities are those duties and responsibilities of the "PARTY."

Additionally, MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT's detailed drawings, 608 series.

THE PARTIES UNDERSTAND AND AGREE THAT THE FAILURE OF EITHER PARTY TO PERFORM THE DUTIES AND RESPONSIBILITIES SET FORTH IN THIS AGREEMENT MAY BE DEEMED A MATERIAL BREACH OF THE CONTRACT FOR WHICH ANY AVAILABLE REMEDY PROVIDED BY LAW MAY BE ASSERTED IN THE DISTRICT COURT. IN ANY LEGAL PROCEEDING TO ENFORCE ANY PROVISION OF THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND ATTORNEY'S FEES.

IN WITNESS WHEREOF, the Director of Transportation or his authorized representative has signed on behalf of the State of Montana and the Mayor of the City of Shelby on behalf of the City, has signed and affixed hereto the seal of the City.

DATED this ____ day of _____, 20 .

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____, 20 ____
Administrator - Engineering Division

By _____
Approved for Legal Content

By *Nicole Bishop*
Approved Civil Rights

CITY OF SHELBY

Sarah Clary

ATTEST:

CITY OF SHELBY

[Signature]
City Clerk

By *[Signature]*
Mayor Gary McDermott

I, _____, Clerk of the City of Shelby hereby certify that the above agreement was regularly adopted by the City Council at a meeting held on the ____ day of _____, 20____; and that the Council authorized the Mayor to sign this agreement on behalf of the Council.

(Signature)

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

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

Federal protected classes

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

State protected classes

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

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

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

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

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

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

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

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

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

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

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

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

(7) Pertinent Non-Discrimination Authorities:

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

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

CONSTRUCTION AGREEMENT

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

WITNESSETH THAT:

THE PURPOSE OF THIS AGREEMENT IS TO SET FORTH THE RESPONSIBILITIES AND DUTIES OF THE STATE AND THE CITY WITH RESPECT TO A FEDERAL AID HIGHWAY AND ADJACENT PEDESTRIAN FACILITIES PROJECT WITHIN THE CITY OF SHELBY, MONTANA.

I. WHEREAS, the State proposes to construct and/or reconstruct a certain highway **AND ADJACENT PEDESTRIAN FACILITIES (SIDEWALKS)** in and through the City, the construction being known as Federal Aid Project No. STPP 67-1(7)0, Shelby North, UPN 9396000, and

WHEREAS, the construction will be over and upon the I-15 Business Loop (P-67, Oilfield Avenue) within the Shelby city limits from Main Street (milepost 0) to the I-15 interchange at milepost 0.5, and

WHEREAS, the State desires to receive Federal funds to construct the highway, and

WHEREAS, in accordance with the State's agreement with the Federal Highway Administration (FHWA) of the U. S. Department of Transportation, the State must ensure that certain requirements are met in order for the State to fulfill its obligations to the FHWA and for the project to be eligible for federal funds. Accordingly, the State includes federal requirements, which are among those hereinafter set forth, for this project, and the City agrees to them, and

WHEREAS, this document must be duly executed and on record with the State and FHWA before the work contemplated can be awarded to contract, and

WHEREAS, the City hereby concurs in the designation of the highway which was designated under Section 60-2-110, MCA, and

WHEREAS, the City desires to have the construction done, the City deeming it to be a valuable and beneficial consideration,

II. NOW, THEREFORE, **THE PARTIES AGREE AS FOLLOWS:**

AT STATE EXPENSE, THE STATE AGREES TO DESIGN THE PROJECT, LET IT TO CONTRACT AND ADMINISTER THE CONTRACT FOR CONSTRUCTION AND WILL PERFORM ALL THE REMAINING FUNCTIONS AND DUTIES AND RESPONSIBILITIES SET FORTH HEREIN IN EXCHANGE FOR WHICH THE CITY AGREES THAT UPON COMPLETION OF THE PROJECT, DEEMING THE CONSTRUCTION A GOOD AND VALUABLE CONSIDERATION, IT WILL PERFORM ALL OF THE FUNCTIONS AND DUTIES AND RESPONSIBILITIES SET FORTH IN THIS AGREEMENT. THE DUTIES AND RESPONSIBILITIES OF EACH PARTY TO THIS AGREEMENT ARE LIMITED TO THE PROJECT AREA.

(A) The City agrees to conform in all regards to Chapter 8 of Title 61, MCA, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Chapter 8 of Title 61, MCA, with specific reference, but not limited to, the following matters:

(1) Installing any signs, signals, or markings not in conformance with the Standards approved by the FHWA pursuant to 23 USC §109(d).

(2) Establishing a speed limit less than twenty-five (25) miles per hour in any urban district on the highway.

(3) Establishing a speed limit of less than thirty-five (35) miles per hour outside an urban district on the highway. The City will modify or alter such established speed limits on the highway after a traffic and engineering investigation is made at the request of the State.

(4) Erecting any markings, sign, signal or traffic control device that will give preference to local routes which intersect with the highway and no sign, signal or traffic control device will be erected or constructed, nor shall the establishment or modification of any speed zone, parking regulation or traffic marking which will affect traffic on the highway be made without express written permission of the State, and then only after proper traffic and engineering study indicates that such markings, sign, signal or traffic control device is required.

(5) Erecting any lighting on the highway without express written permission of the State, and then only after proper traffic and engineering study indicates that such lighting devices are required. The plans for such lighting installation shall be approved by the State before erection.

(6) Not requiring the stopping of all traffic at all intersecting streets, alleys and driveways before entering the highway. Where the City considers that such traffic control creates a hazardous situation, it will request a traffic and engineering study by the State. The State, after the study, may authorize express written modifications in the traffic control devices as may be in the public interest from a safety and convenience standpoint.

- (7) Prohibiting parallel parking on the highway; and
- (8) Allowing stopping, standing or parking of a vehicle in a place prohibited by §61-8-354, MCA.

(9) For lighting projects inside of incorporated municipalities, the cost of operation and maintenance of the lighting shall be paid by the State; however, where an existing lighting district, which is paid for by a city, town or special improvement district, is replaced or upgraded, the city, town or special improvement district shall continue paying the amount of the previous payments toward the cost of operation and maintenance of the new or revised lighting system. If and when the cost of energy or maintenance is raised by the utility company, the city, town or special improvement district shall pay their proportionate share of the rate increase.

(B) The State, after a traffic and engineering investigation of any speed zone, parking regulation or traffic control device, may require the City to modify or remove such existing speed zone, parking regulation or traffic control device upon the highway.

(C) The State will retain the authority and responsibility for issuing approach and encroachment permits onto, upon or over right-of-way of the highway by anyone.

(D) Should the City incorporate beyond the present City limits, and such newly annexed area include portions of this Federal Aid Project not now within the City limits, then this agreement, by reference herein, will also apply to the newly annexed area.

(E) The City has reviewed and approved the plans.

(F) The City will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operation of the improvements as planned.

(G) All signs required to enforce City ordinances shall be maintained by the City.

(H) The City is responsible for costs for any locally-required permits, including but not limited to building permits, electrical permits, plumbing permits, excavation permits, engineering permits, and/or encroachment permits.

(I) Sidewalk Maintenance.

(1) Upon completion of and in consideration for the project, and at no additional cost to the State, the City agrees to assume full responsibility for and control of maintenance of the sidewalks bordering the project, except that the State is responsible for the maintenance of sidewalks and pedestrian/bike facilities on bridges, overpasses and related facilities. Specifically, the City will maintain or cause to be maintained the sidewalks adjacent to both sides of the project within the project limits. The City may, in its discretion, enforce state laws and its local ordinances, if any, to recover all costs associated with its sidewalk maintenance activities from persons or entities who own

property adjacent to the sidewalks and/or who receive the benefit of the maintenance performed.

(a) For the purposes of this agreement, "maintenance of sidewalk" is defined as: surface patching; crack sealing; sweeping; cleaning; washing; replacing small portions of damaged path; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause including but not limited to frost heaving, landscaping, tree roots, or permitted encroachments; removal of debris and other obstructions or impediments to safe pedestrian travel; and any and all other normally accepted maintenance practices.

(b) The City may by ordinance or resolution establish parking rules and regulations, including installation of metered parking.

(c) The City may by ordinance or regulation impose landscaping and/or sidewalk construction responsibilities on property owners whose property abuts the state facility provided that any new sidewalk construction completed under the City authority on the highway right of way meets or exceeds the specifications and standards of the State including compliance with any state or federal handicapped access laws and regulations.

(d) For purposes of this agreement, "Maintenance" does not mean repair or replacement of any sidewalk segment six feet or more in continuous length which cannot be repaired without complete removal and replacement of the existing walk and subsurface base. Upon notice that a segment of sidewalk must be replaced, the City will take whatever steps necessary to complete the replacement within 120 days, (weather permitting), subject only to the temporary fix referred to in: I(2) below.

(e) In the event of a disagreement as to whether a sidewalk segment can be repaired or must be replaced, the parties agree that the issue will be resolved by agreement by the City or his designee and the Department of Transportation Maintenance Administrator or his designee. If necessary, the Director of the Department of Transportation and the Mayor may be asked to resolve the issue.

(f) If the city fails to service, maintain, repair and pay the cost of operating this Project as described in this agreement, the State, in its sole discretion, may service, maintain, repair and operate the sidewalk and bill the city for such service, maintenance and operation, and the city agrees to pay the State its costs. Service, maintenance repair and operation costs are subject to indirect cost recovery as per Section 17-1-106. MCA.

(2) The parties agree that they have a joint and mutual interest to build and maintain the sidewalks in a safe manner. To that end there is a joint responsibility to inspect the sidewalks on a periodic basis, at least annually to discover any potential sections that require repair or replacement. Regardless of who identifies an area of potential harm, they shall immediately notify the other party to the agreement and shall jointly take whatever steps necessary to warn the users of the walk until such time as

repair or replacement can be completed. In the event replacement is deemed necessary, temporary repairs may be performed until such time as reconstruction can be programmed and completed. In the event replacement or reconstruction is required, the State shall use any eligible state or federal funding to perform the work and upon completion notify the City after which the City once again is responsible for future maintenance.

(3) City agrees that the maintenance responsibility is in effect until the sidewalks are reconstructed as provided in paragraph (e), unless otherwise agreed to by the parties.

(4) If, during its inspections, the City encounters a condition on the sidewalk that it believes is caused by a design or construction defect or by the negligent act or omission of a State agent or employee, the City will immediately notify the State of the existence and location of the defect and provide the State with a detailed explanation of the engineering basis for its belief that the condition is caused by a design or construction defect or the negligent act or omission of a State agent or employee.

(5) This section does not supersede, discharge, or extinguish any prior agreement between the parties, nor will any future agreement between the parties supersede, discharge, or extinguish this agreement, unless by specific reference and in clear terms.

(J) Storm Water Management

(1) Construction Storm Water General Permit

(a) Upon completion of all physical work associated with construction activity, the parties will inspect the temporary erosion and sediment control measures and devices as part of the Department's final inspection with the Department's contractor. The Department will provide the City with the Storm Water Pollution Prevention Plan (SWPPP) package for City review. Within ten (10) days of receiving the package, the City will provide the Department with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon the Department's and City's approval of site conditions and contractor records, the Department will provide the City a Permit Transfer Notification (PTN) form. The City will return the signed PTN form to the Department within ten (10) business days. The Department will forward the completed PTN form and transfer fees to the Montana Department of Environmental Quality (DEQ).

(b) Once DEQ transfers the Construction Storm Water General Permit Authorization, the City will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.

(c) The Department agrees to pay annual fees associated with permit coverage until termination. To assure payment, the City must forward invoices to the Department's Environmental Services Bureau for payment.

(K) The City will continue adequate engineering capabilities to ensure that a continuing traffic engineering function is carried out on the project.

(L) Term – This Agreement shall continue until all parties agree to supersede this Agreement within another Agreement.

(M) Hold Harmless & Indemnification – The City shall protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the City, or their agents, or subcontractors, under this Agreement, except the negligence of MDT under this Agreement.

MDT shall protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the MDT, or their agents, or subcontractors, under this Agreement, except the negligence of the City under this Agreement.

(N) Insurance - The City shall maintain for the duration of the Agreement at their cost and expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with any act or omission by the City and their agents, employees, representative, assigns or subcontractors. This City's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to the facility and its location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the City's insurance and shall not contribute with it. This insurance shall cover such claims as may be caused by any intentional or negligent act or omission.

(1) Commercial General Liability Insurance: The City shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage as set forth below, to cover such claims as may be caused by any act, omission, or negligence of the City or their officers, agents, representatives, assigns, or subcontractors. Commercial General Liability insurance covering all operations under the Agreement shall have coverage substantially similar to the standard ISO Commercial General Liability Insurance policy, the limits shall be:

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Excess/Umbrella Liability Insurance	\$2,000,000.00

Any party classified as a governmental entity may meet the insurance requirements of this Agreement through self-insurance or risk sharing pool coverage which meets Montana statutory tort limits. Proof of self-insurance or risk sharing pool coverage must be provided to MDT before commencement of the Agreement activities. The City must notify the State immediately of any change in insurance coverage during the term of this Agreement and must meet the limits for private insurance shown above should self-insurance or risk sharing pool coverage be discontinued.

(2) **Certificates of Insurance:** Insurance is to be placed with an insurer with a Best's rating of no less than A-. The Best's rating requirement does not apply to any governmental entity self-insurance or risk-sharing pool insurance coverage. The City must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, changes in status of policy, etc. The State reserves the right to require complete copies of insurance policies at any time.

(3) **Workers' Compensation Insurance:** The City is required to maintain workers' compensation insurance or an independent contractor's exemption covering the contractor and/or employees while performing work within MDT right-of-way in accordance with §39-71-401/405, Montana Code annotated. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

(O) **Public Safety** - It is agreed, if any repairs to the Project or future City construction projects must be done to prevent a public hazard, the City will immediately protect the area from public access, contact MDT Havre Area Maintenance, and take corrective action to repair the hazard.

(P) **Invoicing and Indirect Cost (IDC)** – If MDT incurs any costs as a result of a public emergency, as a result of the City not meeting the requirements in this Agreement which necessitates action on MDT's part concerning the maintenance or repair of the City's Project, or future City construction projects, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices.

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

- i. Invoice will be sent to:
City of Shelby

112 1st Street South
Shelby, MT 59474

- ii. Payments shall be made to:
Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

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

III. The CITY, for itself, its assignees and successors in interest, agrees to comply with the provisions of Exhibit A, "MDT Nondiscrimination and Disability Accommodation Notice," which is attached hereto and incorporated by reference. The CITY is referred to as the "PARTY" in said Exhibit, and the City's duties and responsibilities are those duties and responsibilities of the "PARTY."

Additionally, MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT's detailed drawings, 608 series.

THE PARTIES UNDERSTAND AND AGREE THAT THE FAILURE OF EITHER PARTY TO PERFORM THE DUTIES AND RESPONSIBILITIES SET FORTH IN THIS AGREEMENT MAY BE DEEMED A MATERIAL BREACH OF THE CONTRACT FOR WHICH ANY AVAILABLE REMEDY PROVIDED BY LAW MAY BE ASSERTED IN THE DISTRICT COURT. IN ANY LEGAL PROCEEDING TO ENFORCE ANY PROVISION OF THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND ATTORNEY'S FEES.

IN WITNESS WHEREOF, the Director of Transportation or his authorized representative has signed on behalf of the State of Montana and the Mayor of the City of Shelby on behalf of the City, has signed and affixed hereto the seal of the City.

DATED this _____ day of _____, 20 .

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____, 20____
Administrator - Engineering Division

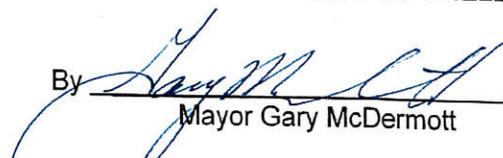
By _____
Approved for Legal Content

By 
Approved Civil Rights

CITY OF SHELBY


ATTEST: _____ CITY OF SHELBY


City Clerk

By 
Mayor Gary McDermott

I, _____, Clerk of the City of Shelby hereby certify that the above agreement was regularly adopted by the City Council at a meeting held on the _____ day of _____, 20____; and that the Council authorized the Mayor to sign this agreement on behalf of the Council.

(Signature)

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

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

Federal protected classes

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

State protected classes

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

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

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

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

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

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

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

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

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

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

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

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

(7) Pertinent Non-Discrimination Authorities:

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

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Change Order No. 4

Date of Issuance: January 22, 2019

Effective Date: January 22, 2019

Project: Shelby Storm Water Improvements	Owner: City of Shelby	Owner's Contract No.:
Contract: Shelby Storm Water Improvements		Date of Contract: TBD
Contractor: Helena Sand and Gravel		Engineer's Project No.: 4413021

The Contract Documents are modified as follows upon execution of this Change Order:

Description:	DECREASE (In Contract Price)	INCREASE (In Contract Price)
1. Extra Potholing/Working Around Utilities	\$	\$8,228.35
2. Expose & Move BNSF Signal Cable	\$	\$9,849.80
3. Flagger Reimbursement	\$6,521.48	\$
TOTALS:	\$6,521.48	\$18,078.15
NET CHANGE IN PRICE		\$11,556.67

Attachments/Justification (list documents supporting change):

1. **Extra Potholing/Working Around Utilities:** This cost was for the contractor working around several utilities that were not known about prior to the construction.

2. **Expose & Move BNSF Signal Cable:** This cost was for out of scope work (tracked on Time & Materials) performed by the contractor to expose a BNSF signals cable with a vacuum truck and reburied it in a new location to avoid conflict with the new 54" storm pipe. The BNSF signals cable was installed in an area of conflict after the project was designed but, prior to construction.

3. **Flagger Reimbursement:** This item is the reimbursement to the City for the flagger costs charged by BNSF while the defective work at the bore was being corrected.

CHANGE IN PRICE:

CHANGE IN TIMES:

Original Price:

Base Bid - \$5,630,669.00
Alternate E - \$2,640,927.00

Increase/Decrease from previously approved
Change Orders No. 0 to No. 3:

Base Bid - Decrease \$2,316,915.50
Alternate E - NA

Price prior to this Change Order:

Base Bid - \$3,313,753.50
Alternate E - NA

Increase of this Change Order:

Base Bid - Increase \$11,556.67
Alternate E - N/A

Price incorporating this Change Order:

Base Bid - \$3,325,310.17
Alternate E - NA

Original Times:

Working days Calendar days

Substantial completion (days or date): October 31st, 2016

Ready for final payment (days or date): December 31st, 2016

Increase/Decrease from previously approved Change Orders
No. 0 to No. 3:

Substantial completion (days or date): August 31st, 2020

Ready for final payment (days or date): September 30th, 2020

Times prior to this Change Order:

Substantial completion (days or date): August 31st, 2020

Ready for final payment (days or date): September 30th, 2020

Increase of this Change Order:

Substantial completion (days or date): August 31st, 2020

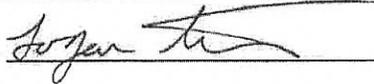
Ready for final payment (days or date): September 30th, 2020

Times with all approved Change Orders:

Substantial completion (days or date): August 31st, 2020

Ready for final payment (days or date): September 30th, 2020

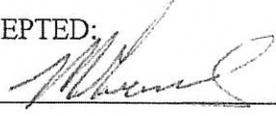
RECOMMENDED:

By: 
Engineer (Authorized Signature)

ACCEPTED:

By: _____
Owner (Authorized Signature)

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 1/11/19

Date: _____

Date: 1-17-18

Approved by Funding Agency (if applicable):

Date: _____

565 6th Ave South
Shelby, MT 59474
(406)450-6058

Jesse Lee Lamb

Experience:

MDT

December 2017 to Current

Mechanic

Service, maintenance, and repairs of State trucks and equipment.

Shelby, MT
(406)434-2491

Dick Irvin Inc

11-2015 to 12-2017

Mechanic

Service and maintenance on trucks and trailers. Changing brakes, springs, and wheel seals.

Shelby, MT
(406)434-5862

Midboe Construction

3-2014 to 11-2015

Mechanic/Truck Driver/Heavy Equipment Operator

Operate Skid Steer, Excavator, Loader, Back Hoe, Roller, Belly Dump, Water Truck, Dump Truck with Pup, and a Low Boy. Fix, repair, and do maintenance on equipment and trucks. Operated and maintained grave crushing equipment.

(406)450-0770

Independent Inspection Company

8-2008 to 3-2014

Pole Tech Foreman

Test and treat power poles. GPS. Number and measure crossings. Visual inspection of hardware. Inspect Substations.

Havre, MT
(406)799-8875

City of Shelby

1-2004 to 8-2008

City Service worker/Mechanic

Drive truck, on call every 6 weeks, laborer, equipment operator, water and sewer line maintenance, street maintenance, service and repair vehicle fleet and equipment.

Shelby, MT
(406)434-5564

Blacktail Mountain Ski Area

11-2001 to 11-2003

Mechanic

Service and maintenance of chair lifts and equipment such as Bombardier snow groomer, snow mobiles, plow trucks, and road grader.

Kalispell, MT
(406)885-6694

Goose Bay Equipment

8-2001 to 10-2003

Laborer

Maintenance and clean-up of construction sight, operated Front End Loader, Bobcat, Roller, Scraper, small Dozer, Backhoe, Wacker, Various trucks, rake and shovel. Installed conduit and water lines, built roads, asphalt prep., assisted with directional drilling under roads. Set in fire hydrants and built rock retaining walls.

Kalispell, MT
(406)257-8240

Education

2000 Graduate

Shelby High School

Shelby, MT

Interests Old cars, baseball, football, hunting, and fishing.

Certifications

CDL Class A Interstate with Tank Endorsement

References

Jack Johannes
Shelby, MT
(406)460-0393

Brent Markuson
Helena, MT
(406) 450-0770

Brian Midboe
Helena, MT
(406)529-7172

Eric Tokerud
231 9th Avenue North
Shelby, MT 59474

Mayor Gary McDermott
112 1st St S
Shelby, MT 59474

Dear Mayor Gary McDermott and Shelby City Council Members

I am interested in fulfilling the rest of the City Council term which has been vacated. I believe most of you have known me for a considerable amount of time. I am active in the community and have been part of various activities. I would be honored to be able to fill this vacancy.

What can be done to help make Shelby a better place? From my point of view, I believe Shelby needs to continue to be progressive in attempting to make Shelby a healthier community. The behind the scenes projects that take place are beneficial and productive, as I know of them as I have been part of the City Recreational Group for several years.

Why stay? We need people to want to stay here and to move here and that is people of all ages. We need to make it a positive statement as opposed to a negative statement.

How? We need to continually make the necessary adjustments (as has been done regarding swimming pool and Civic Center) necessary to continue our growth as a community. Also, with the number of empty buildings downtown would it be possible to look north for some answers?

When? Every day, we need to continue to address the various challenges but I believe "Shelby" is staying above water at this time.

Who? Get as many community members to continue with their involvement throughout the community. We have many people involved in various service projects and activities and we need to show them our appreciation, and have our community continue to grow from these service projects and activities.

Why? Personally I need to get more involved in making Shelby a place where people want to stay. Shelby is a great place and we need to continue to make it a healthy place to live.

Thank you for considering me for this position. If I can be of any help please let me know.

Thank you



Eric Tokerud