



February 28, 2018

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

Re: Shelby Wastewater Treatment Facility Expansion - Bid Award Recommendation

Dear Mayor:

Bids for the City of Shelby's Wastewater Treatment Facility Expansion project were received on February 26th, 2018 at 5:00 pm. Two bids were received, opened and read aloud. Below is a summary of the two bids:

<u>Contractor</u>	<u>Total Bid</u>
Helena Sand & Gravel, Inc.	\$2,949,000.00
Montana Civil Contractors, Inc.	\$3,429,500.00

The bids were checked for mathematical accuracy and no discrepancies were found. The low bidder is Helena Sand & Gravel by approximately \$480,000. The Engineer's estimate of construction costs was \$3,253,000. Based on the results of the bid, it is our opinion that the bid was fair and competitive. Therefore, we recommend that the contract be awarded to the apparent low bidder, Helena Sand & Gravel.

The low bid was presented to the State Revolving Fund (SRF), which is providing the project loan, and authorization to award the project was given. Attached to this letter is a Notice of Award which the City will need to certify and provide to SRF and the Contractor if the Council elects to move forward with the project.

Please contact me with any questions at 406.755.2763 or andy.evensen@kljeng.com.

Sincerely,

KLJ

A handwritten signature in blue ink that reads "Andrew D. Evensen".

Andrew D. Evensen, PE
Project Engineer

Enclosure(s): (1) Bid Tabulation, (1) Affidavit of Public Advertisement, (1) Notice of Award, (1) Helena Sand & Gravel Low Bid
Project #: 4414020
cc: File, Terry Campbell (SRF), Jade Goroski (City)

TABULATION OF BIDS
SHELBY WASTEWATER TREATMENT FACILITY EXPANSION
CITY OF SHELBY, MONTANA



Bid Letting: February 26th, 2018
Project No. 4414020, SRF C301280
Checked by: Andrew D. Evensen

ITEM	UNIT DESCRIPTION	QTY	UNIT	Engineers Estimate		Helena Sand & Gravel, Inc. Helena, Montana		Montana Civil Contractors, Inc. Belgrade, Montana		-		-			
				UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM		
BASE BID															
1	Mobilization/Demobilization	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 72,000.00	\$ 72,000.00	\$ 115,000.00	\$ 115,000.00	\$	\$	0.00	\$	\$	0.00
2	Taxes, Bonds, and Insurance	1	LS	\$ 103,000.00	\$ 103,000.00	14,000.00	14,000.00	50,000.00	50,000.00			0.00			0.00
3	General Requirements	1	LS	\$ 32,000.00	\$ 32,000.00	85,000.00	85,000.00	48,000.00	48,000.00			0.00			0.00
4	Dewatering	1	LS	\$ 60,000.00	\$ 60,000.00	70,000.00	70,000.00	420,000.00	420,000.00			0.00			0.00
5	Secondary Cell No. 1 Curtain Drain	1	LS	\$ 80,000.00	\$ 80,000.00	60,000.00	60,000.00	73,000.00	73,000.00			0.00			0.00
6	Clearing & Grubbing	1	LS	\$ 77,000.00	\$ 77,000.00	15,000.00	15,000.00	53,000.00	53,000.00			0.00			0.00
7	On-Site Material Stockpile	1	LS	\$ 179,000.00	\$ 179,000.00	100,000.00	100,000.00	132,000.00	132,000.00			0.00			0.00
8	Off-Site Import Material	1	LS	\$ 305,000.00	\$ 305,000.00	110,000.00	110,000.00	222,000.00	222,000.00			0.00			0.00
9	Excavation Above Subgrade	1	LS	\$ 418,000.00	\$ 418,000.00	655,000.00	655,000.00	330,000.00	330,000.00			0.00			0.00
10	Drainage Culverts	1	LS	\$ 23,000.00	\$ 23,000.00	20,000.00	20,000.00	24,000.00	24,000.00			0.00			0.00
11	Riprap	1	LS	\$ 43,000.00	\$ 43,000.00	7,000.00	7,000.00	5,500.00	5,500.00			0.00			0.00
12	Synthetic Liner	1	LS	\$ 887,000.00	\$ 887,000.00	600,000.00	600,000.00	600,000.00	600,000.00			0.00			0.00
13	1" Minus Crushed Base Course	1	LS	\$ 81,000.00	\$ 81,000.00	80,000.00	80,000.00	70,000.00	70,000.00			0.00			0.00
14	Secondary Cell No. 1 Transfer Piping	1	LS	\$ 228,000.00	\$ 228,000.00	180,000.00	180,000.00	270,000.00	270,000.00			0.00			0.00
15	Secondary Cell No. 1 Overflow Piping	1	LS	\$ 52,000.00	\$ 52,000.00	27,000.00	27,000.00	31,000.00	31,000.00			0.00			0.00
16	Secondary Cell No. 2 Bypass Piping	1	LS	\$ 67,000.00	\$ 67,000.00	40,000.00	40,000.00	60,000.00	60,000.00			0.00			0.00
17	Secondary Cell No. 2 Discharge Piping	1	LS	\$ 24,000.00	\$ 24,000.00	30,000.00	30,000.00	75,000.00	75,000.00			0.00			0.00
18	UV Discharge Piping	1	LS	\$ 13,000.00	\$ 13,000.00	10,000.00	10,000.00	11,000.00	11,000.00			0.00			0.00
19	Secondary Cell No. 2 Outlet Structure	1	LS	\$ 40,000.00	\$ 40,000.00	28,000.00	28,000.00	46,000.00	46,000.00			0.00			0.00
20	UV Disinfection Building	1	LS	\$ 300,000.00	\$ 300,000.00	700,000.00	700,000.00	740,000.00	740,000.00			0.00			0.00
21	UV Disinfection Off-Site Power	1	LS	\$ 35,000.00	\$ 35,000.00	30,000.00	30,000.00	33,000.00	33,000.00			0.00			0.00
22	Fencing & Signage	1	LS	\$ 15,000.00	\$ 15,000.00	8,000.00	8,000.00	11,000.00	11,000.00			0.00			0.00
23	Hydraulic Seeding	1	LS	\$ 16,000.00	\$ 16,000.00	8,000.00	8,000.00	10,000.00	10,000.00			0.00			0.00
TOTAL ESTIMATED PROJECT COST (BASE BID)					\$ 3,253,000.00		\$ 2,949,000.00		\$ 3,429,500.00		\$	0.00		\$	0.00

TRUE TABULATION OF BIDS Andrew D. Evensen
Kadmas, Lee & Jackson

AFFIDAVIT OF PUBLICATION

STATE OF MONTANA

SS.

County of Toole

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

Invitation to Bid

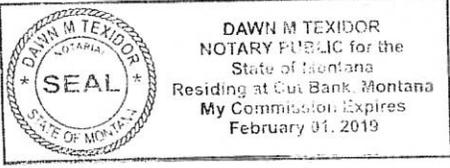
Shelby Wastewater Treatment Upgrade

has been correctly published in the regular and entire issue of every number of said paper for Three (3) consecutive issues, commencing on the 7th day of February, 2018 and ending on the 21st day of February, 2018.

Patty Grubb

Subscribed and sworn before me this 21st day of February, A.D., 20 18.

Dawn M. Texidor



**INVITATION TO BID
Shelby Wastewater
Treatment Facility
Upgrade**

Separate sealed bids for construction of the **Shelby Wastewater Treatment Facility Upgrade** will be received by the **City of Shelby, 112 1st Street South, Shelby, MT 59474** until **5:00 PM Local Time on February 26, 2018**, and then publicly opened and read aloud. Late bids shall not be accepted.

The project generally consists of the following: Grading the project area to the lines and grades specified in the contract documents. This includes but is not limited to clearing and grubbing, construction of cell dikes and construction of dike access roads; Installation and testing of a new impermeable synthetic liner within proposed Secondary Cell No. 2; Construction and installation of flow control structures for existing and proposed cells; Construction of intercell piping as specified by the plans; Installation of a new Trojan UV Disinfection System and associated building and piping; Seeding the project area and reclamation of off-site disturbance; Fencing the proposed lagoon cell and providing appropriate signage.

The project has an expected construction completion date of October 31, 2019 and a Liquidated Damages amount of **\$2,000.00** for each day past the contract's completion date

that this project is no
The Contract I
may be examined c
at **KLJ, 2969 Airp
Suite 1B, Helena,**
in accordance with /
of the Instruction t
Required deposit i
per set which is r
able. Contract I
may also be exami
Helena Copy Cen
Falls Builders
Bozeman Builders
Missoula Pians Excl
the Butte Builders
and the City of She
tal copy of the Proj
may also be obtain
questcdn.com. You
load the digital proj
for **\$30.00** by input
Project No. 55364
website's Project Se
Bidders must obtai
Manual from the E
www.questcdn.com
sponsive.

There will be
Conference for th
at **1:00 PM Loca
February 13, 20
Shelby City Hall
Street South, SI
59474** to discuss
contract, work and
Each prospective
encouraged to
Questions concerni
ect should be direc
(andy.evensen@klj
writing.

Publish: Feb. 7, 14,
MNXLP

Notice of Award

Date: March 5, 2018

Project: Shelby Wastewater Treatment Facility Expansion

Owner: City of Shelby

Owner's Contract No.: C301280

Contract: Base Bid

Engineer's Project No.: 4414020

Bidder: Helena Sand & Gravel, Inc.

Bidder's Address: Attn: Mike Grandy

2209 Airport Road

Helena, MT 59601

You are notified that your Bid dated February 26, 2018 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid.

The Contract Price of your Contract is Two Million Nine Hundred Forty-Nine Thousand Dollars and Zero Cents (\$2,949,000.00).

Three (3) copies of the proposed Agreement accompany this Notice of Award.

Four (4) sets of Drawings will be delivered separately or otherwise made available to you immediately.

Contractor shall comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security (Bonds) as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-501).
3. Deliver with executed Contract Documents the require insurance certificates.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Shelby

Owner

By: _____

Authorized Signature

Mayor

Title

Copy to Engineer

SECTION 00300

BID FORM

**CONSTRUCTION BID FOR:
Wastewater Treatment Facility Expansion
for
City of Shelby**

Project Consisting of:

- Grading the project area to the lines and grades specified in the contract documents. This includes but is not limited to clearing and grubbing, construction of cell dikes and construction of dike access roads.
- Installation and testing of a new impermeable synthetic liner within proposed Secondary Cell No. 2.
- Construction and installation of flow control structures for existing and proposed cells.
- Construction of intercell piping.
- Installation of a new Trojan UV Disinfection System and associated building and piping.
- Seeding the project area and reclamation of off-site disturbance.
- Fencing the proposed lagoon cell and providing appropriate signage.

This Bid Submitted To:

City of Shelby
112 1st Street South
Shelby, MT 59474

1.01 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.
1
2

Addendum Date
February 16, 2018
February 21, 2018

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents to be employed by Bidder and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 The Bidder will complete the Work in accordance with the Contracts Documents for the following price(s):

UNIT PRICE SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
01150.01	Mobilization/Demobilization	1	LS	<u>72,000⁰⁰</u>	<u>72,000⁰⁰</u>
01150.02	Taxes, Bonds & Insurance	1	LS	<u>14,000⁰⁰</u>	<u>14,000⁰⁰</u>
01150.03	General Requirements	1	LS	<u>85,000⁰⁰</u>	<u>85,000⁰⁰</u>
01150.04	Dewatering	1	LS	<u>70,000⁰⁰</u>	<u>70,000⁰⁰</u>
01150.05	Secondary Cell No. 1 Curtain Drain	1	LS	<u>60,000⁰⁰</u>	<u>60,000⁰⁰</u>
01150.06	Clearing & Grubbing	1	LS	<u>15,000⁰⁰</u>	<u>15,000⁰⁰</u>
01150.07	On-Site Material Stockpile	1	LS	<u>100,000⁰⁰</u>	<u>100,000⁰⁰</u>
01150.08	Off-Site Import Material	1	LS	<u>110,000⁰⁰</u>	<u>110,000⁰⁰</u>
01150.09	Excavation Above Subgrade	1	LS	<u>655,000⁰⁰</u>	<u>655,000⁰⁰</u>
01150.10	Drainage Culverts	1	LS	<u>20,000⁰⁰</u>	<u>20,000⁰⁰</u>
01150.11	Riprap	1	LS	<u>7,000⁰⁰</u>	<u>7,000⁰⁰</u>
01150.12	Synthetic Liner	1	LS	<u>600,000⁰⁰</u>	<u>600,000⁰⁰</u>
01150.13	1" Minus Crushed Base Course	1	LS	<u>80,000⁰⁰</u>	<u>80,000⁰⁰</u>
01150.14	Secondary Cell No. 1 Transfer Piping	1	LS	<u>180,000⁰⁰</u>	<u>180,000⁰⁰</u>
01150.15	Secondary Cell No. 1 Overflow Piping	1	LS	<u>27,000⁰⁰</u>	<u>27,000⁰⁰</u>
01150.16	Secondary Cell No. 2 Bypass Piping	1	LS	<u>40,000⁰⁰</u>	<u>40,000⁰⁰</u>
01150.17	Secondary Cell No. 2 Discharge Piping	1	LS	<u>30,000⁰⁰</u>	<u>30,000⁰⁰</u>
01150.18	UV Discharge Piping	1	LS	<u>10,000⁰⁰</u>	<u>10,000⁰⁰</u>
01150.19	Secondary Cell No. 2 Outlet Structure	1	LS	<u>28,000⁰⁰</u>	<u>28,000⁰⁰</u>
01150.20	UV Disinfection Building	1	LS	<u>700,000⁰⁰</u>	<u>700,000⁰⁰</u>
01150.21	UV Disinfection Off-Site Power	1	LS	<u>30,000⁰⁰</u>	<u>30,000⁰⁰</u>
01150.22	Fencing & Signage	1	LS	<u>8,000⁰⁰</u>	<u>8,000⁰⁰</u>
01150.23	Hydraulic Seeding	1	LS	<u>8,000⁰⁰</u>	<u>8,000⁰⁰</u>

TOTAL ESTIMATED BID PRICE 2,949,000⁰⁰
(Figures)

TOTAL ESTIMATED BID PRICE Two million Nine Hundred
Forty Nine Thousand dollars and No cents
(Words)

Estimated quantities are for bidding purposes only. Payment shall be based on the actual quantity provided.

LS = Lump Sum Amount

A. Unit Prices have been computed in accordance with paragraph 11.03.B. of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

D. The OWNER reserves the right to reject any or all bids.

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid Security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions To Bidders.

B. Agency Required Certifications. The Bidder is submitting the following documents, completed in their entirety within the allotted time, in submission of a responsive and responsible Bid:

(1) Certification Regarding Debarment, Suspension And Other Responsibility Matters

C. The Bidder is submitting the following documents, completed accurately and in their entirety, in submission of a responsive and responsible Bid:

- (1) Bid Form (Section 00300)
- (2) Liquidated Damages Acknowledgement (Section 00300)
- (3) Bid Bond (Form C-430)
- (4) Certification Regarding Debarment, Suspension and Other Responsibility Matters
(Section 00900, Page 22 of 43)

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions To Bidders, General Conditions and the Supplementary Conditions.

SUBMITTED on February 26, 2018.
(Date)

Montana Contractor's Registration # 53632

Employer's Tax ID No. 52 23 64 398

If BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _

Business Address: _____

Phone Number: _____ Fax No. _____

A Partnership: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone Number: _____ Fax No. _____

A Corporation: Helena Sand & Gravel, Inc.
(Corporation Name)

State of Incorporation: Delaware

Type (General Business, Professional, Service, Limited Liability): General Business

By: Loren R. Blossom
Loren R. Blossom (Signature of person authorized to sign)

Title: Asst Sec

Attest: PAUL HUNTHAUSEN (Signature) ASST. SECRETARY

Business Address: 2209 Airport Road
Helena, MT 59601

Phone Number: 406 442 1185 Fax No. 406 449 7669

Date of Qualification To Do Business Is: January 8, 2018

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, typed or printed)

Title: _____

Business Address: _____

Phone Number: _____ Fax No. _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, typed or printed)

Title: _____

Business Address: _____

Phone Number: _____ Fax No. _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone Number: _____ Fax No. _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**LIQUIDATED DAMAGES
ACKNOWLEDGEMENT**

This acknowledgement, dated this Feb. 26 day of, 2018, by Helena Sand & Gravel, Inc (Contractor) wherein the Contractor acknowledges and agrees that the public improvement contract, which is the subject of this submitted bid, contains a liquidated damages clause. The Contractor acknowledges and agrees that because the project involves the construction of public improvements, said liquidated damages clause is necessary. The Contractor acknowledges and agrees that City of Shelby (Owner) is damaged in the amount of \$2,000.00 for each day past the contract's completion date that this project is not completed.

The Contractor acknowledges and agrees that because this is a public improvement project, it is extremely difficult to calculate the Owner's actual damages for delay in completing the project, but that this mutually agreed upon figure for liquidated damages of \$2,000.00 is the best approximation possible, is reasonable and is not a penalty. This mutually agreed upon liquidated damages amount has been specifically taken into account in arriving at the dollar amount of the Contractor's submitted bid. This liquidated damages amount shall be included in the public improvement project contract and the Contractor acknowledges and agrees to be bound by this amount should the Contractor be awarded the public improvement contract.

This mutually agreed upon amount may be deducted from money due or to become due from the Contractor should the Contractor be awarded the public improvement contract and should the Contractor fail to complete the work within the time specified in this contract.

By: Helena Sand & Gravel, Inc.
(Name of Contractor)

Representative: Loren R Blomson
(Authorized Signature) *Loren R Blomson*

END OF SECTION 00300

United States Environmental Protection Agency Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Loren Blossom, Assistant Secretary
Typed Name & Title of Authorized Representative

Loren R. Blossom

2-26-18

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Helena Sand & Gravel, Inc.
2209 Airport Road
Helena, MT 59601

SURETY (Name and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland
1400 American Lane, Tower One, 19th FL.
Schaumburg, IL 60196

OWNER (Name and Address):

City of Shelby
112 1st Street South
Shelby, MT 59464

BID

Bid Due Date: February 26, 2018
Description (Project Name and Include Location): *Shelby Wastewater Treatment Facility
Expansion, SRF Project No. C301280, Located at Shelby, Montana*

BOND

Bond Number: N/A
Date (Not earlier than Bid due date): February 26, 2018
Penal Sum Ten Percent of Amount Bid 10% of Amount Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Helena Sand & Gravel, Inc. (Seal)
Bidder's Name and Corporate Seal

Fidelity and Deposit Company of Maryland (Seal)
Surety's Name and Corporate Seal

By: *Loren Blossom*
Signature
LOREN BLOSSOM
Print Name
ASST SEC
Title

By: *Ken Frost*
Signature (Attached Power of Attorney)
Ken Frost
Print Name
Attorney-In-Fact
Title

Attest: *Paul Hunthausen*
Signature
PAUL HUNTHAUSEN

Attest: *Ed Heine*
Signature
Ed Heine

By: _____
Witness.
Title

By: Montana Resident Agent
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Scott OLSEN, Ken FROST, Nick MILLER, Paul HUNTHAUSEN and Jason FENHAUS**, all of **Helena, Montana**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, Any and all bid bonds issued on behalf of Helena Sand & Gravel, Inc., Helena, Montana each in a penalty not to exceed the sum of \$1,000,000** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of June, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
County of Baltimore

On this 24th day of June, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

CITY OF SHELBY COMMITTEES

	<u>Telephone Number</u>		<u>Term</u>	
	<u>Work</u>	<u>Home</u>	<u>Expires</u>	<u>Yr</u>
AUDIT (meets at 7:00 p.m. prior to first council meeting each month to review & sign claims)				
<u>Mayor</u>				
1. Gary McDermott	434-5186	450-1173	open term	garym@3rivers.net
<u>City Council Members</u>				
2. Debra Clark (Ward 1)	434-5176	450-3853	open term	debclark2007@yahoo.com
3. Trent Tustian (Ward 2)			open term	luke.leelaw@gmail.com
4. Bill Moritz (Ward 3)		424-2183	open term	bjmoritz@3rivers.net
<u>Finance Officer</u>				
5. Jade Goroski	434-5222	NA		jade@shelbymt.com

BOARD OF ADJUSTMENTS/ZONING (meets as needed)

- 5 members appointed by mayor, subject to council approval, for 3-year terms

<u>Mayor</u>				
Gary McDermott	434-5186	450-1173	open term	garym@3rivers.net
<u>City Council Members</u>				
1. Justin Aikins (Ward 1)	434-2431	450-5886	1/1/2021	3 justinleeaikins@gmail.com
2. Lyle Kimmet (Ward 2)		434-2521	1/1/2019	3 kimmetlyle@gmail.com
3. Bill Moritz (Ward 3)		424-2183	1/1/2021	3 bjmoritz@3rivers.net
<u>Non City Council Members</u>				
4. Sue Smith PO Box 202, Shelby	434-2535	434-5319	1/1/2019	3
5. Robert Longcake 301 Valley St, Shelby	434-5567	434-5230	1/1/2020	3
6. Brice Kluth PO Box 670	434-5567	434-5170	1/1/2020	3

COMMUNITY DEVELOPMENT/HOUSING TASK FORCE ADVISORY

- 7 members who are residents of the city

<u>Mayor</u> - Gary McDermott				
	434-5186	450-1173	open term	garym@3rivers.net
<u>City Council Members</u>				
Debra Clark (Ward 1)		434-5496	open term	debclark2007@yahoo.com
Bill Moritz (Ward 3)		424-2183	open term	bjmoritz@3rivers.net
<u>Community Development Director</u>				
Lorette Carter 560 5th Ave S, Shelby	424-8799	434-5433	Ad Hoc	shbcdc@3rivers.net
<u>Non City Council Members</u>				
1. Jeanne McDonough 140 Main St, Shelby	434-5156		Ad Hoc	

CITY OF SHELBY COMMITTEES

	<u>Telephone Number</u>		<u>Term</u>	
	<u>Work</u>	<u>Home</u>	<u>Expires</u>	<u>Yr</u>
<u>FIRE COMMITTEE</u> (meets as needed)				
<u>Mayor</u> - Gary McDermott	434-5186	450-1173	open term	garym@3rivers.net
<u>City Council Members</u>				
Justin Aikins (Ward 1)	434-2431	450-5886	open term	justinleeaikins@gmail.com
Debra Clark (Ward 1)	434-5176	434-5496	open term	debclark2007@yahoo.com
<u>Non City Council Members</u>				
Todd Howell, Fire Chief		460-0574	open term	

INDUSTRIAL PARK (meets as needed)

(Port of Northern Montana/NETA Board serves as the Industrial Park Board)

Appointed - Larry Bonderud, director open term
 Dwaine Iverson, treasurer open term
 Deven Merritt, secretary open term

Board Members

1. Deb Brandon, Commissioner TC Courthouse, 226 1st St S	434-5121	434-5913	open term	(county appointment)
2. Dan Whitted, Vice Chairman PO Box 721, Shelby	434-2172	434-2158	open term	(city appointment)
3. Dick Beatty 153 Main St, Shelby	434-5518	434-2165	12/31/2018	5
4. Joe Freitheim 658 Telstad Rd, Shelby	434-2370		12/31/2019	5
5. Jay Lanius 940 Eagle Dr, Shelby	335-2211	434-7179	12/31/2019	5
6. Gary Iverson PO Box 99, Sunburst MT 59482		937-7050	12/31/2020	5
7. Byron Kluth, Chairman 260 Main St, Shelby	434-5567	434-2559	12/31/2021	5
8. Mark Cole PO Box 950, Shelby	434-5583	434-5724	12/31/2021	5
9. Pat Simons PO Box 644, Shelby		434-7139	12/31/2017	5

MARIAS HERITAGE CENTER BOARD

1. Lorette Carter (city rep) 112 1st St S, Shelby	424-8799		12/31/2018	3
3. Jade Goroski (city rep) 112 1st St S, Shelby	434-5222		12/31/2020	3
4. Heidi Alford (county rep)			12/31/2020	3
5. Vickie Sulenes (county rep)			12/31/2018	3
6. Deb Brandon (county rep/comm)	424-8310		open term	

CITY OF SHELBY COMMITTEES

	<u>Telephone Number</u>		<u>Term</u>	<u>Yr</u>
	<u>Work</u>	<u>Home</u>	<u>Expires</u>	
<u>PARK & RECREATION</u> (meets last Monday of each month, 6:30 p.m.)				
<u>Mayor</u>				
Gary McDermott	434-5186	450-1173	open term	garym@3rivers.net
<u>Council Members</u>				
Debra Clark (Ward 1)	434-5176	434-5496	open term	debclark2007@yahoo.com
Lyle Kimmet (Ward 2)		434-2521	open term	kimmetlyle@gmail.com
Trent Tustian (Ward 2)		231-1780	open term	tustiancitycouncil@gmail.com
<u>Non City Council Members</u>				
Elisha Dempsey 324 6th Ave S, Shelby		460-1131	open term	elishadempsey@yahoo.com
Eric Tokerud 231 9th Ave N, Shelby		424-5726	open term	tokeklan@yahoo.com
Jayson Gray PO Box 876 , Shelby		460-1199	open term	jaysongray@live.com
Matt Carpenter			open term	mccarpenter99@hotmail.com
Superintendent Loren Skartved	450-4319			
Recreation Director Cindy Florez	434-5114			
Com Dev Dir Lorette Carter	424-8799			

CITY OF SHELBY COMMITTEES

	<u>Telephone Number</u>		<u>Term</u>		
	<u>Work</u>	<u>Home</u>	<u>Expires</u>	<u>Yr</u>	
<u>PLANNING BOARD (CITY-COUNTY)</u>					
<i>Membership MCA 76-1-201, 202</i>					
<u>Mayor</u> (not a member but attends the meetings)					
Gary McDermott	434-5186	450-1173	open term		garym@3rivers.net
<u>City Planner (advisor)</u>					
Jim Yeagley		590-7121	open term		bicyclinginmt@yahoo.com
1817 4th Ave N, Great Falls MT 59401					
<u>Deputy Clerk attends and takes minutes</u>					
<u>County Commissioners' Appointment</u> (2 official members reside outside the city limits but within jurisdictional area of planning board and may be employed by or hold office in the county)					
1. Mallory Riphenburg		450-0851	4/1/2019	2	mkfurr@gmail.com
PO Box 586, Shelby					
2.			4/1/2018	2	
<u>City Council Appointment</u> (2 official members reside within city limits and may be employed by or hold public office in the city)					
3. Luke Casey, Council (Ward 3)	434-5244		open term		luke.leelaw@gmail.com
227 8th Ave S, Shelby					
4. Debra Clark, Council (Ward 1)		424-5496	open term		debclark2007@yahoo.com
PO Box 762, Shelby					
<u>Mayor Appointment</u> (2 citizen members who reside within city limits)					
5. Gary Sulenes (chairman)		450-2643	4/1/2018	2	vsulenes@hotmail.com
PO Box 233, Shelby					
6. Scott O'Brien		434-2578	4/1/2019	2	scottobrien41@hotmail.com
961 Turner Ave, Shelby					
<u>County Commissioners' Appointment</u> (2 members who reside in the jurisdictional area of the city-county planning board)					
7. Jason Kline		450-8478	4/1/2019	2	jkline@mt.gov
111 Sheridan St, Shelby					
8. Guy Dubois	424-8370	434-9367	4/1/2018	2	gdubois@mt.gov
115 Plum St, Shelby					
<u>Selected by the 8 officers and citizen members above from the board of supervisors of a conservation district provided for in MCA 76-15-311. If there is no member of the board of supervisors of a conservation district who is able or willing to serve on the planning board, the 9th member of the city-county planning board shall be selected by the 8 officers and citizen members above with the approval of the board of county commissioners and the city council</u>					
9. Roger Smedsrud		434-2090	6/13/2018	2	rsmedsrud@yahoo.com
126 12th Ave N, Shelby					

CITY OF SHELBY COMMITTEES

	<u>Telephone Number</u>		<u>Term</u>	<u>Yr</u>
	<u>Work</u>	<u>Home</u>	<u>Expires</u>	

PUBLIC SAFETY COMMISSION (CITY-COUNTY) (meets as needed)Non Council Members (city representatives)

1. Norman Seymour 117 W Central Ave, Shelby		434-7228	12/31/2019	4
2. Dan Whitted PO Box 721, Shelby	434-2172	434-2158	12/31/2020	4

Non Council Members (joint city-county representatives)

3. Wally Howery 734 Benton Ave, Shelby	434-2871	434-2273	12/31/2020	4
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Non Council Members (county representatives)

4. Donna Whitt (sheriff) PO Box 550, Shelby	434-5585		open	
5. George Nickol HC74, Box 76, Ledger MT 59456			12/31/2018	4
6. Steve Osgood	450-1688		12/31/2018	4
7. Joe Pehan (commissioner)	424-8210		open	

SAFETY COMMITTEE (meets monthly on 3rd Wednesday at 8:30 a.m.)

Members shall be appointed by the Mayor from each of the following: Safety Coordinator (current Superintendent), At-Large Member-1, City Council-1, City Hall-1, Fire Dept-1, Civic Center or Pool-1, Public Works Dept-2

Safety Coordinator (city superintendent)

1. Loren Skartved	434-5564		open term	loren@3rivers.net
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At-Large Member

2. Gary McDermott	434-5186		open term	gary@shelbymt.com
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City Council Member

3. Bill Moritz (Ward 3)		424-2183	open term	bjmoritz@3rivers.net
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City Hall representative

4. Jade Goroski	434-5222		open term	jade@shelbymt.com
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Civic Center/Pool representative

5. Cindy Florez	434-5114		open term	recdir@3rivers.net
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Fire Department representative

6. Todd Howell, Fire Chief		460-0574	open term	
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Public Works representatives

7. Brian Roark	434-5564		open term	
8. Terry Bentley	434-5564		open term	

Secretary (takes minutes) - Deputy Clerk

CITY OF SHELBY COMMITTEES

	<u>Telephone Number</u>		<u>Term</u>
	<u>Work</u>	<u>Home</u>	<u>Expires</u> <u>Yr</u>

TRI-CITY EQUIPMENT INTERLOCAL

(meets quarterly on the 3rd Thursday of the month, 7:30 p.m. Rotate meeting place - Conrad, Shelby, Cut Bank).

			434-5222 phone
			434-2039 fax
City of Shelby, 112 1st St S, Shelby MT 59474			
Gary McDermott, Mayor	434-5222	450-1173	open term
227 8th Ave S, Shelby MT 59474	garym@3rivers.net		
Justin Aikins, Council (Ward 1)	434-2431	450-5886	open term
330 Ohaire Blvd, Shelby MT 59474	justinleeaikins@gmail.com		
Bill Moritz, Council (Ward 3)		424-2183	open term
807 7th St S, Shelby MT 59474	bimoritz@3rivers.net		
Loren Skartved, Superintendent	434-5564	424-2256	NA
810 6th St S, Shelby MT 59474	loren@3rivers.net		cell 450-4319
			271-3623 phone
			271-5602 fax
City of Conrad, 413 S Main St, Conrad MT 59425			
Wendy Judish, Mayor	271-3623	278-5910	open term
616 S Maryland, Conrad MT 59425	mayor@cityofconrad.com		cell 289-0496
Ron Widhalm, Council Member	278-3422	278-5698	open term
509 S Iowa, Conrad MT 59425	ron@cityofconrad.com		
Cory Rilley, Council Member			open term
15 N Wisconsin, Conrad MT 59425	cory@cityofconrad.com		
Richard Anderson, Superintendent	271-5821	278-5475	NA
707 S Iowa, Conrad MT 59425	pwd@3rivers.net		cell 576-7129
			873-5526 phone
			873-2455 fax
City of Cut Bank, 221 W Main St, Cut Bank MT 59427			
Dan Raemaeker, Mayor	873-5526		open term
	mayor@cityofcutbank.org		
Kevin Quinlan, Council Member		cell 951-0835	open term
Vice Chairman (1/2016)			
1020 1st St E, Cut Bank MT 59427	quey421@hotmail.com		
Timothy Curtis, Council Member		873-2433	open term
Chairman (1/2016)	curtiscitycouncil@bresnan.net		cell 391-2433
Jim Suta, City Superintendent	873-3363	391-2719	NA
215 2nd Ave SW, Cut Bank MT 59427	cbstupt@cityofcutbank.org		
Linda Burley	873-5526		open term
Treasurer	cbclerk@cityofcutbank.org		

MAYOR IS NON-VOTING MEMBER OF ALL COMMITTEES EXCEPT FOR TRI-CITY EQUIPMENT INTERLOCAL.

Jade Goroski

From: Clark, Daniel <daniel.clark@montana.edu>
Sent: Thursday, February 22, 2018 2:43 PM
To: Jade Goroski
Cc: Richardson, Alison; Kent, Ashley
Subject: RE: Training

Jade,

It looks like my schedule is booked up until April 26, May 15 or May 16.

Let me know if any of these dates work.

Dan

Dan Clark
Director
MSU Local Government Center
Culbertson Hall 235-A
P.O. Box 170535
Bozeman, MT 59717
Office: 406-994-6694
Cell: 406-570-4259
FAX: 406-994-1905
email: daniel.clark@montana.edu
Website: msulocalgov.org

The Montana State University Extension
is an ADA/EO/AA/Veteran's Preference
Employer and Provider of Educational Outreach

From: Jade Goroski [mailto:jade@shelbymt.com]
Sent: Wednesday, February 21, 2018 7:31 AM
To: Clark, Daniel <daniel.clark@montana.edu>
Subject: Training

Hi Dan,

Could you provide me up to 3 dates you would be available to come up to Shelby and do a training?

Jade Goroski
Finance Officer
City of Shelby
112 1st Street South
Shelby, MT 59474

Jade Goroski

From: Melissa Lewis <melissa@mlewisassoc.com>
Sent: Tuesday, February 27, 2018 1:29 PM
To: Gary
Cc: Jade Goroski; Lorette Carter
Subject: CoreCivic Update

Mayor,

Here is an update for you regarding the status of CoreCivic's contract with the State of Montana. First, Mark Baker and Aidan Myhre are the registered lobbyists for CoreCivic. Contact information is below for future questions and follow-up. This information comes from Mark and Aidan.

Currently, they are not aware of any conversations taking place between the Bullock administration and CoreCivic. CoreCivic's contract is set to expire June 30, 2019. The governor needs to act by June 30, 2018, or he will likely need to cut an additional \$30M from the state budget (\$15M from the Fire Suppression Fund and \$15M from the General Fund).

Meanwhile, disability rights advocates are [calling on the governor](#) to restore funding that was cut during the November special session. Such budget cuts have already reduced services for the poor, elderly and individuals with disabilities.

[SB 9](#) from the special session includes two options to restore funding:

1. Montana renegotiates its contract with the Shelby prison to bring in an estimated \$30M; or
2. Revenue collections come in above \$2.26 billion. The state treasurer has until August 15 to determine if revenues are high enough to rebuild some agency budgets.

Contact Information:

Aidan Myhre
406-594-0509
aidanmyhre@gmail.com

Mark Baker
406-459-2160
markbaker@abslegal.net

Please let me know if you have any immediate questions. If I don't have the answer, I will track it down for you. You are also welcome to contact Mark and Aidan.

Melissa

Melissa Lewis
800 E. 6th Avenue
Helena, MT 59601
Cell: 406-465-8045
Office: 406-422-0988
www.mlewisassoc.com

Gary McDermott

From: Gary McDermott <garym@3rivers.net>
Sent: Wednesday, February 28, 2018 10:35 AM
To: 'Melissa Lewis' (melissa@mlewisassoc.com)
Cc: Jade Goroski (jade@shelbymt.com); Lorette Carter (shbcdc@3rivers.net); gary@shelbymt.com
Subject: RE: February Activity Report and proposed March Work Plan

Melissa: Thanks for the report on February activities. With respect to the TSEP project, it is on the March 05, 2018 agenda. Our City Superintendent has reviewed the original scope of work in the TSEP, and has suggested changes, therefore we need to review his proposed changes with the Council for them to decide whether to resubmit as is or to make changes. Your work plan for March looks OK to me, unless Jade or Lorette have comments. Thank you again for the report and I will have Jade or Lorette include the report in the March 05, 2018 Council Packet for the Council to review. The City email is having issues so please use this email address if you have to get ahold of me.
Gary Mc Dermott

From: Lorette Carter [mailto:shbcdc@3rivers.net]
Sent: Wednesday, February 28, 2018 8:16 AM
To: garym@3rivers.net
Subject: FW: February Activity Report and proposed March Work Plan

Forwarding in case you didn't get this.
Lorette

From: Melissa Lewis [mailto:melissa@mlewisassoc.com]
Sent: Tuesday, February 27, 2018 5:05 PM
To: 'Gary' <Gary@shelbymt.com>
Cc: 'Jade Goroski' <jade@shelbymt.com>; Lorette Carter <shbcdc@3rivers.net>
Subject: February Activity Report and proposed March Work Plan

Mayor,

This email summarizes the government relations work performed for the City of Shelby in February. It also outlines my proposed March work plan. Please review and let me know if you have any questions, comments or concerns.

The following tasks were performed for Shelby in February:

- **Contacted the Montana Department of Commerce regarding the City's pending Community Development Block Grant (CDBG) application.** As previously shared, the Department of Commerce received seven CDBG grant applications. \$1.2 million is available. Most applicants have requested \$450,000. It is likely that only two or three applicants will receive funding. Department staff are close to completing the grant application review process, and plan to announce grant awards in early March 2018.
- **Inquired about the status of CoreCivic negotiations with the State of Montana.** As previously reported, CoreCivic's contract is scheduled to expire June 30, 2019. CoreCivic lobbyists are not aware of any current conversations taking place between the Bullock Administration and CoreCivic. SB 9, enacted during the November special session, requires the governor to cut an additional \$30M from the state budget by June 30, 2018 unless the contract with CoreCivic is renegotiated.

- **Monitored a legislative audit of Montana’s Tax Increment Finance Districts.** During the 2017 legislative session, over a dozen bills were introduced to tighten Tax Increment Financing (TIF) laws. The Legislative Audit Committee will review an [audit](#) of Montana’s TIF Districts at its February 28 meeting in Helena. The Montana League of Cities and Towns and individual cities are expected to testify in favor of TIF Districts and recommend edits to the TIF audit. I am monitoring these discussions to gain early knowledge of any potential changes that could impact the City of Shelby’s TIF/Targeted Economic Development District.
- **Monitored legislative efforts to fund delayed Treasure State Endowment Program (TSEP) projects.** The City of Shelby’s TSEP project is one of several projects across the state delayed by special session budget cuts. Certain state legislators are willing to try to help deferred projects receive top priority in the 2019 session. I am monitoring these efforts for the City of Shelby.
- **Drafted and submit the City of Shelby’s Lobbying Report to the Commissioner of Political Practices.** Lobbyists and principals are required to submit regular lobbying reports to the Commissioner of Political Practices. The City of Shelby’s Year End Report was successfully submitted on February 12, 2018.
- **Prepared a March 2018 work plan for the City of Shelby.** I propose to perform the following tasks for the City of Shelby in March:
 - Participate in interim legislative efforts to position the City of Shelby’s delayed TSEP project for priority funding in 2019. Efforts may include coordination with relevant state legislators, the Montana Infrastructure Coalition, individual TSEP applicants, engineering firms, the Montana Department of Commerce, the Montana League of Cities and Towns and the Montana Association of Counties
 - Continue to monitor the Department of Commerce’s CDBG application review process and grant award announcements
 - Continue to monitor the status of CoreCivic’s contract with the State of Montana
 - Provide an assessment of legislative election filings and identify any relevant contested primary races that may be important to the City of Shelby
 - Develop a monthly activity report summarizing work performed in March
 - Draft a proposed work plan for April

As a reminder, I have noted my last day as May 20. Please contact me if you have any questions, concerns or feedback.

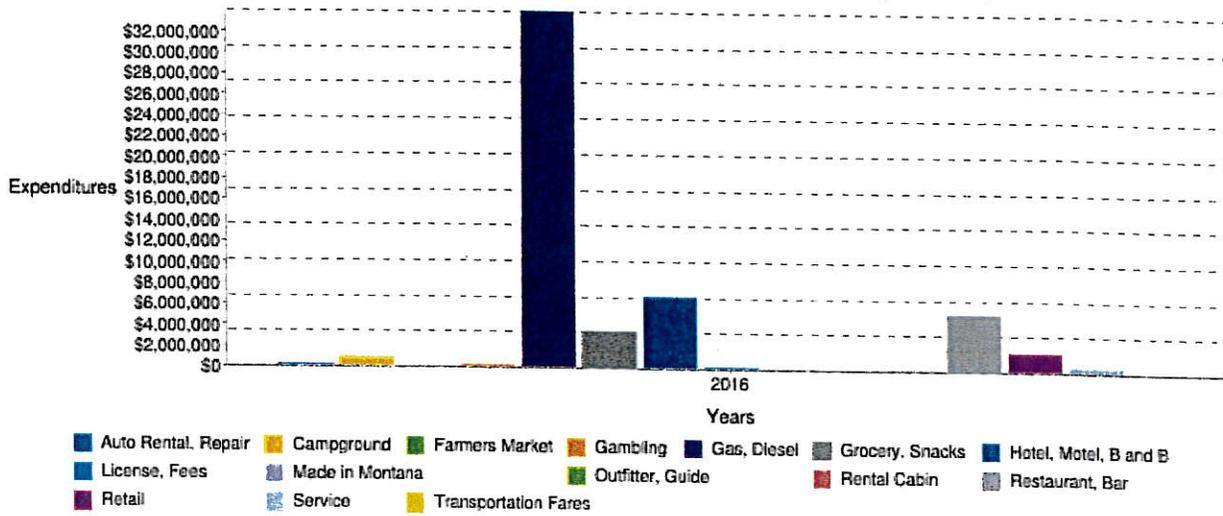
Thank you,

Melissa

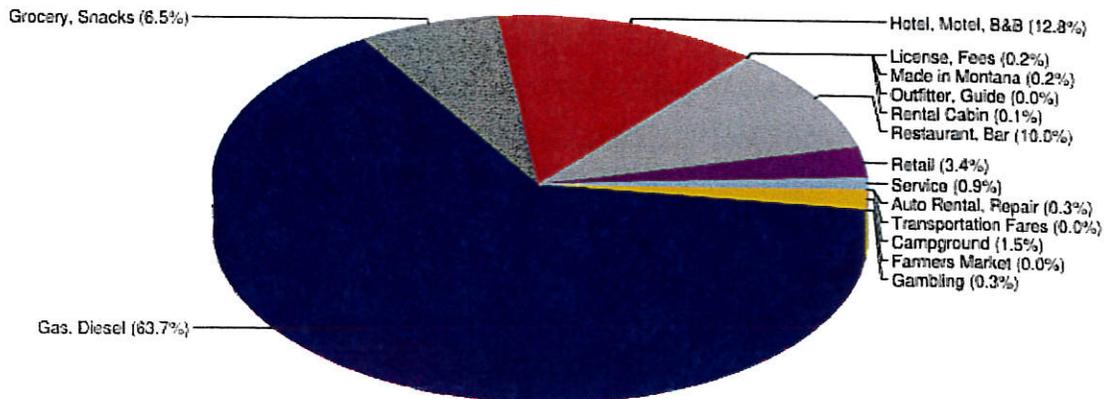
Melissa Lewis
 800 E. 6th Avenue
 Helena, MT 59601
 Cell: 406-465-8045
 Office: 406-422-0988
www.mlewisassoc.com

2016 Nonresident Expenditures for Toole County			
Categories	Expenditures	% of County	% of State
Auto Rental, Repair	\$145,000	0.3%	0.0%
Campground	\$821,000	1.5%	0.0%
Farmers Market	\$15,000	0.0%	0.0%
Gambling	\$177,000	0.3%	0.0%
Gas, Diesel	\$33,971,000	63.7%	1.1%
Grocery, Snacks	\$3,475,000	6.5%	0.1%
Hotel, Motel, B&B	\$6,822,000	12.8%	0.2%
License, Fees	\$132,000	0.3%	0.0%
Made in Montana	\$84,000	0.2%	0.0%
Outfitter, Guide	\$0	-	-
Rental Cabin	\$49,000	0.1%	0.0%
Restaurant, Bar	\$5,347,000	10%	0.2%
Retail	\$1,837,000	3.4%	0.1%
Service	\$463,000	0.9%	0.0%
Transportation Fares	\$0	-	-
Total	\$53,338,000	100%	1.7%

2016 Nonresident Expenditures for Toole County: \$53,338,000



2016 Nonresident Expenditures % for Toole County: \$53,338,000



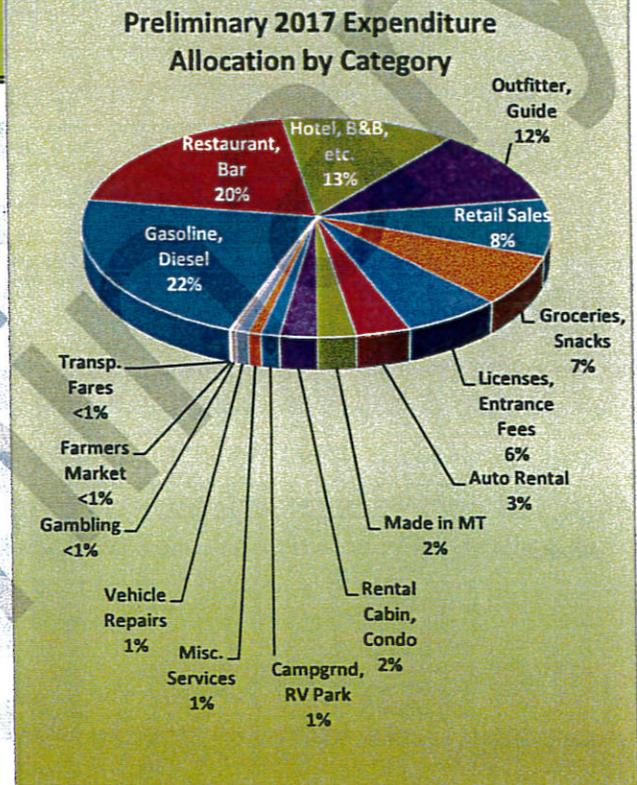
PRELIMINARY 2017 Montana Nonresident Traveler Expenditures & Economic Contribution

PRELIMINARY 2017 Contribution of Nonresident Traveler Expenditures to Montana's Economy

- In 2017, nonresident visitors to Montana spent an estimated \$3.29 billion in the state. (See Table 1, below)
- This \$3.29 billion in local spending directly supports \$2.81 billion of economic activity in the state, and supports an additional \$1.89 billion of economic activity, indirectly. (see Table 2, below)
- The estimated total contribution of nonresident spending to Montana's economy was \$4.70 billion in 2017.

Table 1 - PRELIMINARY 2017 Nonresident Traveler Expenditures¹

Expenditure Category	Average Daily Per Group ^{2,3}	Allocation by Category	Total Expenditures ^{2,4}
Gasoline, Diesel	\$28.07	22%	\$722,610,000
Restaurant, Bar	\$25.69	20%	\$658,420,000
Hotel, B&B, etc.	\$16.83	13%	\$432,520,000
Outfitter, Guide	\$14.91	12%	\$379,720,000
Retail Sales	\$10.85	8%	\$277,310,000
Groceries, Snacks	\$9.21	7%	\$236,730,000
Licenses, Entrance Fees	\$8.28	6%	\$206,680,000
Auto Rental	\$4.42	3%	\$112,500,000
Made in MT	\$3.09	2%	\$78,680,000
Rental Cabin, Condo	\$3.00	2%	\$76,890,000
Campground, RV Park	\$1.47	1%	\$37,770,000
Misc. Services	\$1.08	1%	\$27,230,000
Vehicle Repairs	\$1.06	1%	\$27,500,000
Gambling	\$0.38	<1%	\$9,620,000
Farmers Market	\$0.13	<1%	\$3,420,000
Transportation Fares	\$0.02	<1%	\$490,000
Estimated Total	\$128.48		\$3,288,090,000



¹Spending data are gathered from nonresident travelers intercepted at airports, gas stations, and rest areas in MT.

²Data are collected quarterly. Therefore, avg. daily expenditures are weighted averages of quarterly figures. ³Expenditures may appear lower than typical costs in these categories because they are averaged across all visitor groups. ⁴Expenditure category totals may not add to year total due to rounding.

Table 2 - PRELIMINARY 2017 Economic Impact	Direct	Indirect	Induced	Combined
Industry Output	\$2,808,780,000	\$907,100,000	\$980,980,000	\$4,696,860,000
Employment (# of jobs)	38,760	6,350	8,130	53,240
Employee Compensation	\$887,810,000	\$200,420,000	\$261,540,000	\$1,349,770,000
Proprietor Income	\$122,060,000	\$52,960,000	\$42,550,000	\$217,570,000
Other Property Type Income	\$365,400,000	\$169,390,000	\$179,070,000	\$713,860,000
State & Local Taxes				\$204,360,000

Direct impacts result from nonresident traveler purchases of goods and services; **Indirect impacts** result from purchases made by travel-related businesses; and **Induced impacts** result from purchases by those employed in travel-related occupations.

Industry Output is the value of goods & services produced by an industry which nonresidents purchase. **Employment** is full- and part-time average annual jobs. **Other Property Type Income** consists of payments for rents, royalties and dividends.

**PRELIMINARY 2017 Montana Nonresident Traveler
Quarterly Travel Comparison**

	Quarter 1 (Jan-Mar)	Quarter 2 (Apr-Jun)	Quarter 3 (Jul-Sep)	Quarter 4 ('16) (Oct-Dec)	Year Total ¹ 2017prelim
Visitation & Length of Stay					
Nonresident Visitors	1,476,000	3,362,000	5,635,000	1,748,000	12,221,000
% of Total	12%	28%	46%	14%	100%
Nonresident Travel Groups	713,000	1,528,000	2,329,000	866,000	5,436,000
% of Total	13%	28%	43%	16%	100%
Group Size (people per group)	2.07	2.18	2.42	1.98	2.24
Length of Stay (nights)	3.90	4.02	5.58	4.36	4.73
Expenditure Category^{2,3} (Average Daily per Group)					
	Quarter 1	Quarter 2	Quarter 3	Quarter 4 ('16)	Year Total ¹
Gasoline, Diesel	\$25.69	\$29.35	\$28.03	\$28.25	\$28.07
Restaurant, Bar	\$28.69	\$24.06	\$26.57	\$22.67	\$25.69
Hotel, B&B, etc.	\$22.14	\$18.13	\$15.61	\$15.03	\$16.83
Outfitter, Guide	\$6.15	\$8.23	\$19.07	\$17.02	\$14.91
Retail Sales	\$8.63	\$8.50	\$11.85	\$12.48	\$10.85
Groceries, Snacks	\$7.77	\$9.01	\$9.94	\$8.11	\$9.21
Licenses, Entrance Fees	\$23.18	\$4.75	\$3.93	\$16.41	\$8.28
Auto Rental	\$6.85	\$3.59	\$4.30	\$4.11	\$4.42
Made in MT	\$2.54	\$2.19	\$3.32	\$3.98	\$3.09
Rental Cabin, Condo	\$3.21	\$2.69	\$3.50	\$1.58	\$3.00
Campground, RV Park	\$0.12	\$1.06	\$2.27	\$0.38	\$1.47
Misc. Services	\$3.47	\$1.07	\$0.62	\$0.78	\$1.08
Auto Repair	\$0.48	\$1.45	\$0.93	\$1.37	\$1.06
Gambling	\$0.71	\$0.30	\$0.33	\$0.40	\$0.38
Farmers Market	\$0.00	\$0.10	\$0.21	\$0.02	\$0.13
Transportation Fares	\$0.08	\$0.00	\$0.00	\$0.07	\$0.02
	\$139.70	\$114.48	\$130.48	\$132.66	\$128.48
Total Expenditures	\$388,620,000	\$703,080,000	\$1,695,441,000	\$500,952,000	\$3,288,093,000
% of Total	12%	21%	52%	15%	100%

¹Data are collected quarterly. Therefore, year total group size, length of stay and avg. daily expenditures are weighted averages of quarterly figures. ²Expenditures may appear lower than typical costs in these categories because they are averaged across all visitor groups. ³Spending data are gathered from nonresident travelers intercepted at airports, gas stations, and rest areas in MT. Travelers report 24 hours worth of trip expenditures. Preliminary estimates include data collected during Oct-Dec, 2016 and Jan-Sept, 2017.

TOOLE COUNTY
Gross Lodging Tax Revenue

Date of this Run: 2/16/2018

Please Note: Revenue collected is 4% of lodging price. The percentages listed below are affected by rate increases, delinquencies and other factors. They should not be considered an equal correlation of increase or decrease in the number of travelers.

	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
1/1 - 3/31		\$4,818	\$4,684 (-3%)	\$4,954 (+6%)	\$5,754 (+16%)
4/1 - 6/30		\$6,626	\$7,597 (+15%)	\$9,278 (+22%)	\$10,555 (+14%)
7/1 - 9/30	\$10,915	\$11,234 (+3%)	\$12,918 (+15%)	\$15,624 (+21%)	\$16,646 (+7%)
10/1 -12/31	\$4,511	\$4,896 (+9%)	\$5,727 (+17%)	\$6,118 (+7%)	\$7,615 (+24%)
Total:	\$15,427	\$27,574 (+5%)	\$30,926 (+12%)	\$35,974 (+16%)	\$40,570 (+13%)

	<u>1992</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
1/1 - 3/31	\$7,497 (+30%)	\$6,213 (-17%)	\$6,506 (+5%)	\$6,840 (+5%)	\$7,457 (+9%)
4/1 - 6/30	\$11,610 (+10%)	\$11,907 (+3%)	\$10,683 (-10%)	\$12,877 (+21%)	\$14,195 (+10%)
7/1 - 9/30	\$18,631 (+12%)	\$18,142 (-3%)	\$20,590 (+13%)	\$25,066 (+22%)	\$24,026 (-4%)
10/1 -12/31	\$7,034 (-8%)	\$6,561 (-7%)	\$7,680 (+17%)	\$8,313 (+8%)	\$9,909 (+19%)
Total:	\$44,772 (+10%)	\$42,823 (-4%)	\$45,459 (+6%)	\$53,096 (+17%)	\$55,587 (+5%)

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
1/1 - 3/31	\$9,652 (+29%)	\$10,252 (+6%)	\$9,732 (-5%)	\$9,848 (+1%)	\$10,328 (+5%)
4/1 - 6/30	\$16,971 (+20%)	\$16,517 (-3%)	\$16,760 (+1%)	\$17,500 (+4%)	\$19,175 (+10%)
7/1 - 9/30	\$26,715 (+11%)	\$27,497 (+3%)	\$27,465 (-0%)	\$27,696 (+1%)	\$23,861 (-14%)
10/1 -12/31	\$12,027 (+21%)	\$10,316 (-14%)	\$11,396 (+10%)	\$11,209 (-2%)	\$12,545 (+12%)
Total:	\$65,365 (+18%)	\$64,582 (-1%)	\$65,353 (+1%)	\$66,253 (+1%)	\$65,909 (-1%)

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
1/1 - 3/31	\$9,367 (-9%)	\$10,400 (+11%)	\$10,959 (+5%)	\$10,450 (-5%)	\$14,200 (+36%)
4/1 - 6/30	\$20,423 (+7%)	\$18,387 (-10%)	\$18,934 (+3%)	\$19,238 (+2%)	\$22,530 (+17%)
7/1 - 9/30	\$29,505 (+24%)	\$29,233 (-1%)	\$28,945 (-1%)	\$32,554 (+12%)	\$32,471 (-0%)
10/1 -12/31	\$14,757 (+18%)	\$14,790 (+0%)	\$12,761 (-14%)	\$14,648 (+15%)	\$20,072 (+37%)
Total:	\$74,052 (+12%)	\$72,809 (-2%)	\$71,599 (-2%)	\$76,891 (+7%)	\$89,273 (+16%)

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
1/1 - 3/31	\$14,927 (+5%)	\$16,622 (+11%)	\$20,790 (+25%)	\$18,662 (-10%)	\$27,654 (+48%)
4/1 - 6/30	\$23,793 (+6%)	\$31,274 (+31%)	\$30,678 (-2%)	\$30,850 (+1%)	\$33,632 (+9%)
7/1 - 9/30	\$39,119 (+20%)	\$41,040 (+5%)	\$39,487 (-4%)	\$45,739 (+16%)	\$45,289 (-1%)
10/1 -12/31	\$18,606 (-7%)	\$23,741 (+28%)	\$21,116 (-11%)	\$27,371 (+30%)	\$23,241 (-15%)
Total:	\$96,444 (+8%)	\$112,678 (+17%)	\$112,071 (-1%)	\$122,621 (+9%)	\$129,816 (+6%)

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
1/1 - 3/31	\$28,450 (+3%)	\$22,346 (-21%)	\$27,054 (+21%)	\$25,053 (-7%)	\$21,477 (-14%)
4/1 - 6/30	\$35,664 (+6%)	\$36,751 (+3%)	\$42,092 (+15%)	\$42,687 (+1%)	\$40,762 (-5%)
7/1 - 9/30	\$57,606 (+27%)	\$58,353 (+1%)	\$64,792 (+11%)	\$58,077 (-10%)	\$61,070 (+5%)
10/1 -12/31	\$32,519 (+40%)	\$27,863 (-14%)	\$36,041 (+29%)	\$25,095 (-30%)	\$25,659 (+2%)
Total:	\$154,239 (+19%)	\$145,312 (-6%)	\$169,978 (+17%)	\$150,912 (-11%)	\$148,969 (-1%)

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
1/1 - 3/31	\$22,421 (+4%)	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)
4/1 - 6/30	\$44,270 (+9%)	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)
7/1 - 9/30	\$67,457 (+10%)	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)
10/1 -12/31	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)
Total:	\$134,148 (+9%)	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)	\$0 (+0%)

CITY OF SHELBY
MONTHLY ANIMAL CONTROL REPORT

JANUARY 2018
(Month) (Year)

Animal Control Calls and/or Complaints

City Hall or Public Works.....	7	
Sheriff's Office.....	9	Dog-Cat 7-0
On Patrol.....	5	7-2 3-2

Fees Collected by Animal Control Officer

Destroyed- Animals brought in.....	0
License.....	10 ⁰⁰
Pound	40 ⁰⁰
Rabies Shot.....	0

Pound Activity

Animals in pound at end of last month.....	4	
Impounded..... +	2	
Destroyed - Animals from pound..... -	0	
Destroyed - Animals brought in..... +	0	
Released/Returned to owner..... -	1	
Total in Pound Month End - - - - - >	5	2-2 3-2

Dead Animals

Marias Vet Clinic.....	0
Other (list where picked up):	0

Vehicle Log

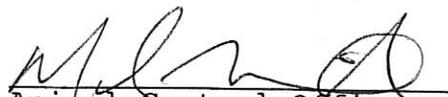
Gallons of Gas.....	44
Mileage - current month reading.....	90768
Mileage - previous month reading.....	90528
Total Mileage.....	240

Warnings and/or Citations

Verbal Warnings.....	4
Written Warnings.....	1
Citations Issued.....	0

Licenses Issued

Month.....	204
Year to Date.....	229


Animal Control Officer.

cc: City Superintendent
City Council (deliver to City Hall 1st of month)
Animal Control file