

**AGENDA**  
**CITY COUNCIL MEETING**  
**CITY OF SHELBY**  
May 15, 2017  
7:30 P.M.

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**ROLL CALL OF MEMBERS**

**APPROVAL OF MINUTES**

- Regular Meeting, 5/01/17

**APPEARANCE REQUESTS**

- Non Agenda Items – Gwen Marshall, truck parking on Montana Ave
- Agenda Items

**CLAIMS**

- Big Sky Trust Payment to Humic (*Action Item*)
- Helena Sand & Gravel Claim – MDOT Reimbursement (*Action Item*)
- KLJ – Engineering Services (*Action Item*)

**COMMITTEE REPORTS**

- Law Enforcement Report

**CITY ATTORNEY**

- Resolution No. 1956 re: Intent to Increase Sewer Rates (*Action Item*)
- Ordinance No. 832 (1<sup>st</sup> rdg) re: Sewer Rates & Charges (*Action Item*)

**CITY FINANCE OFFICER**

- City Judge's Report, April 2017
- Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, Investments, Project Budgets, April 2017 (*Action Item*)
- City of Shelby Delinquent Taxes, 4/30/17

**CITY SUPERINTENDENT**

- Summer Hires (*Action Item*)

**OTHER MATTERS**

- Removing Agricultural Exemption Property – North of Shelby High School (*Action Item*)

**ADJOURN**

## CITY OF SHELBY MEETING SCHEDULE

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### May 15, 2017

7:30 p.m.      **Regular City Council Meeting**

### May 30, 2017

6:30 p.m.      **Park & Recreation Meeting**  
(Mayor, Superintendent, Rec Director, Clark,  
Kimmet, Miller)

### June 5, 2017

7:00 p.m.      **Audit Committee**  
(Mayor, Finance Officer, Moritz, Clark,  
McDermott)

7:30 p.m.      **Regular City Council Meeting**

### June 12, 2017

7:30 p.m.      **Public Hearing re: Sewer Rate Increase for  
4<sup>th</sup> Cell**

**Planning Board Meeting - CANCELLED**

### June 19, 2017

7:30 p.m.      **Regular City Council Meeting**

## CITY COUNCIL PACKET LISTING

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A. Agenda

B. Agenda Items

1. Minutes of Regular Council Meeting, 5/01/17
2. Big Sky Trust Payment to Humic
3. Helena Sand & Gravel Claim - MDOT Reimbursement
4. KLJ - Engineering Services
5. Resolution No. 1956 re: Intent to Increase Sewer Rates
6. Ordinance No. 832 (1<sup>st</sup> rdg) re: Sewer Rates & Charges
7. City Judge's Report, April 2017
8. Bank Account Report, April 2017
9. Budget Year to Date, April 2017
10. Vendor Summary, April 2017
11. Enterprise Funds, April 2017
12. Statement of Expenditures, April 2017
13. Statement of Revenues, April 2017
14. Cash Flow Report, April 2017
15. Statement of Investments, April 2017
16. Project Budgets, April 2017
17. City of Shelby Delinquent Taxes, 4/30/17
18. Paperwork to remove Agricultural Exemption Property - North of High School

C. Correspondence

1. 4/11/17 HB 473 - City & Town Allocation of Fuel Tax
2. 4/29/17 Article from billingsgazette.com re: MT closing 3 Job Service offices due to budget cuts
3. 4/30/17 KLJ Construction Field Report re: NCMRWA Segment W3 Shelby to Cut Bank
4. 4/30/17 KLJ Construction Field Report re: NCMRWA Segment W4-B1 Shelby to Conrad
5. 5/10/17 Email from Melissa Lewis re: Infrastructure Coalition Annual Meeting & Banquet
6. Advertisement for Bids, Shelby Airport Improvements Project
7. Temporary Parking Permit

D. Reports

- 1.

E. Handouts

## **Policy on Conduct and Manner of Addressing Council**

The public is invited to speak on any item after recognition by the presiding officer.

1. Public comments will be accepted only on items within the jurisdiction of the City of Shelby.
2. Comments shall be limited to 5 minutes per meeting, unless such time is extended by a majority vote of the Council members.
3. While the Council is in session, those in attendance must preserve order and decorum. No member of the public shall delay or interrupt the Council proceedings; disturb any member who may be speaking; or refuse to obey the orders of the Council or its presiding officer.
4. Prepared statements are welcome and should be given to the Finance Officer prior to a Council meeting. Prepared statements that are also read, however, shall be deemed unduly repetitious. All prepared statements for public hearings shall become part of the hearing record.
5. All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff.
6. Public members recognized by the presiding officer, shall:
  - a. Stand, if able
  - b. For the record, give his/her name and address
  - c. If applicable, give the person, firm or organization he/she represents
  - d. Limit comments to the matter of fact
  - e. Address the Council as a body and not to any individual member of the Council or City Staff
  - f. Ask no questions of individuals who are Council members, staff or other public members, except through the presiding officer
  - g. Limit comments to a maximum of 5 minutes, unless such time is extended by a majority vote of Council members.

The Council thanks public members for respectfully and courteously providing constructive and valuable information.

**MINUTES OF REGULAR COUNCIL MEETING OF THE SHELBY CITY COUNCIL  
HELD IN COUNCIL CHAMBERS  
May 1, 2017**

Mayor Bonderud called the meeting to order at 7:30 p.m. Present were: Debra Clark, Lyle Kimmet, Gary McDermott, Bill Moritz, Brian Lee and Chip Miller, Council Members; Bill Hunt, City Attorney; Jade Goroski, Finance Officer; Loren Skartved, City Superintendent; and Lorette Carter, Community Development Director. Absent and Excused: None. Other citizens present: Jim Yeagley and Jennifer Van Heel.

**REGULAR MEETING MINUTES 4/17/2017**

- MORITZ MADE A MOTION TO APPROVE THE 04/17/2017 MINUTES. SECONDED BY MILLER. VOTE AYES - CLARK, MORITZ, MILLER, MCDERMOTT, KIMMET, LEE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

**APPEARANCE REQUESTS**

- None

**CLAIMS REPORT 04/30/2017**

- LEE MADE A MOTION TO APPROVE THE 4/30/2017 CLAIMS REPORT AND A CLAIM FROM HELENA SAND & GRAVEL. SECONDED BY MCDERMOTT. VOTE AYES - CLARK, MORITZ, MILLER, MCDERMOTT, KIMMET, LEE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

**CITY ATTORNEY**

- Resolution No. 1955 re: Storm Water Drainage System Revenue Bond  
MCDERMOTT MADE A MOTION TO APPROVE RESOLUTION NO. 1955. SECONDED BY CLARK. VOTE AYES - CLARK, MORITZ, MILLER, MCDERMOTT, KIMMET, LEE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

**CITY SUPERINTENDENT**

- Summer Workers  
MORITZ MADE A MOTION TO APPROVE THE HIRING OF THREE SUMMER WORKERS. SECONDED BY KIMMET. VOTE AYES - CLARK, MORITZ, MILLER, MCDERMOTT, KIMMET, LEE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.  
Loren Skartved reported the crew finished hauling gravel. The new carousel rest area is looking for approval the tap the sewer line.

**COMMUNITY DEVELOPMENT DIRECTOR**

- The Governor will be coming to Shelby Friday, May 12th for the 2017 Montana Tree City celebration beginning at 11:00am. The City has partnered with School District #14 to welcome the Governor at Shelby Schools and plant 2 trees on school property. The celebration will take place on the football field, weather permitting. The High School band will play; students will sing; and Shelby Elementary students will perform a Dempsey-Gibbons skit.
- The Tree City grant award allows the City to purchase trees for Champions Park and Main Street replacements. The city crew will begin planting next week.
- The City has partnered with Toole County Extension Office to host a tree care/planting workshop. It will be held at noon on Tuesday, May 9th at Marias River Electric Hospitality Room. Participants will get the opportunity to watch a planting demonstration at Champions Park that hour. Please bring your own lunch.
- We have completed the EDA draw requests and progress reports for the Data Center Feasibility Study and are waiting on the final report request. The Big Sky Trust will close out after EDA has completed the final approval of the work. The study is now on the City's website under Resources.
- Walk N Wheel Wednesday and Fit Friday continue Wednesdays and Fridays through May. National Bike to School Day is Wednesday, May 10th.
- The Defensive Driving Course held April 11th had over 50 participants from throughout North Central Montana.
- The Shelby High School/North Toole County High School Power of Choice Day was a great success at Shelby High School. Brandon Bair, former NFL player gave several very impactful presentations on good decision making. His presentation was provided through a grant opportunity from Gateway Recovery Services.
- The Social Media Committee meets Wednesday, May 3rd at noon at El Tenampa. The committee highlighted TBID members through the month of April on Facebook. The committee is currently highlighting our local law enforcement officers and staff as well as Chamber Board of Directors.
- We are still waiting on word from the National Arts Council on our HiLine Arts Trail grant application for an interactive kiosk at Champions Park.
- The Shelby Recycling Association partnered with Shelby Elementary for our 2nd Mountain of Cans Challenge. It was a great success with the 1st grade creating the largest mountain of cans. They will enjoy a swimming pool party the

last week of school. The Recycling Association will meet on Wednesday, May 17th at noon at Pizza Hut. All are welcome.

- The Shelby Junior High students were not able to conduct cleanup activities Friday as part of Arbor Day in Shelby. They will try this week. Several other businesses are also planning cleanup projects for this week. Special thanks to Councilman Deb Clark and her grandkids for cleaning Mary Allison Park and the east entrance into Shelby this Saturday! Also special thanks to Justin Aikins and St. William's kids for planting a tree as part of the City's Arbor Day celebration.

- The Shelby/Toole County Transportation Safety Committee/DUI Task Force will meet Thursday, May 18th at 10:00am at Shelby City Hall. New members are always welcome.

- Gateway Recovery specialist Mary Miller is currently organizing a National Night Out for August 2nd which gives the community the opportunity to meet and interact with local law enforcement. The planning committee will meet again on May 9th at 10:00am at the Toole County Sheriff's Office if anyone is interested in joining the group. Gateway Recovery Services has also purchased several prescription drug drop boxes. In addition to North Town Drug, people can drop off their outdated, unused prescription medications at the Toole County Sheriff's Office.

- Shelby will be busy as Marias Valley Golf Course is hosting the Class B Divisional Golf Tournament, May 7th and State Class B, May 15th through the 17th.

- The Shelby Kiwanis are planning the 2nd Annual Shelby Kite Festival on Saturday, June 10th.

### OTHER MATTERS

- Storm Water Drainage Engagement Letter  
MORITZ MADE A MOTION TO APPROVE THE ENGAGEMENT LETTER.  
SECONDED BY MILLER. VOTE AYES - CLARK, MORITZ, MILLER,  
MCDERMOTT, KIMMET, LEE. NOES - NONE. ABSENT - NONE.  
ABSTAIN - NONE.
- 4<sup>TH</sup> CELL RATES
- 4<sup>TH</sup> CELL CALL FOR BIDS NOVEMBER OR DECEMBER 2017  
LEE MADE A MOTION TO APPROVE THE CALL FOR BIDS. SECONDED  
BY KIMMET. VOTE AYES - CLARK, MORITZ, MILLER, MCDERMOTT,  
KIMMET, LEE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

**ADJOURN**

AT 9:20 P.M. MORITZ MADE A MOTION TO ADJOURN THE MEETING.  
SECONDED BY LEE. VOTE AYES - CLARK, MORITZ, MILLER, MCDERMOTT,  
KIMMET, LEE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

\_\_\_\_\_  
LARRY J. BONDERUD, MAYOR

ATTEST:

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

## REQUEST FOR PAYMENT FORM

### MONTANA DEPARTMENT OF COMMERCE BIG SKY ECONOMIC DEVELOPMENT TRUST FUND (BSTF)

SECTION I: APPLICANT INFORMATION					
CONTRACT # MT-BSTF-1-17 -02	DATE 4/10/17	TOTAL AMT REQUESTED 52,800.00			
GRANTEE NAME City of Shelby ADDRESS 112 1st St. So. Shelby, MT 59474					
SECTION II: FINANCIAL INFORMATION					
Budget Line Item	Approved Budget	Current Amount Requested	Drawn	Balance	Match
1. Administrative Expenses	9,504.00	0.00		9,504.00	
2. Use of BSTF Funds:					
a) Purchase of Land, Building, or Equipment for Assisted Business	109,296.00	52,800.00		56,496.00	72,330.00
b) Lease Rate Deduction on Property for Assisted Business					
c) Relocation Costs (to or within Montana) of Assisted Business					
d) Employee Training for Assisted Business					
e) Other (please specify)					
3. TOTAL GRANT BUDGET	118,800.00	52,800.00	0.00	66,000.00	72,330.00
SECTION III: GRANTEE CERTIFICATION					
<p>CERTIFICATION OF AUTHORIZED GOVERNMENT REPRESENTATIVE: I certify that the above information and any attachments thereto are complete and accurate to the best of my knowledge and belief and that all fiscal obligations detailed above are solely for the purposes set forth in the awarded project.</p> <p style="text-align: center;">Larry J. Bonderud, Mayor <span style="float: right;">4/10/17</span></p>					
X					
SIGNATURE	NAME AND TITLE		DATE		
X	Jade Goroski, CFO		4/10/17		
SIGNATURE	NAME AND TITLE		DATE		
SECTION IV: DEPARTMENT OF COMMERCE CERTIFICATION					
Expenditures are reasonable and appropriate ____ Financial numbers & signatures are correct ____ Administration does not exceed allowable amount ____ Request for Payment Form is accompanied by a progress report including: Invoices, Job Creation Report & Certification with details ____			Approved by: Title: Date:		

**JOB CREATION REPORT CERTIFICATION**  
**MONTANA DEPARTMENT OF COMMERCE**  
**BIG SKY ECONOMIC DEVELOPMENT TRUST FUND**

Company: Humic Growth Solutions, Inc.

Contract #: MT-BSTF-1-17-02

Date: April 5, 2017

The attached information has been submitted in accordance with the terms of Contract# MT-BSTF-1-17-02 that states: (Below language must match the BSTF Contract Job Creation Language-Section 1, Paragraph 3-4)

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The Assisted Business has agreed to create 18 eligible net new jobs at the project site located at 28186 US Highway 2, Shelby, MT 59474-9208 (the "Project Site") in the Contractor's jurisdictional area within the Contract time period. An eligible net new job is defined as one that is new to the company and has not been filled before July 27, 2016. Eligible new job criteria is a full-time job, meaning a predominantly year-round position requiring an average of 35 hours of work each week, and pays wages that meet or exceed \$14.00 per hour, **before the value of benefits is.**

In addition, the Contractor and the Assisted Business have agreed to a total new investment at the Project Site, which is equal to or greater than \$1 for every \$2 of BSTF financial assistance received, within this Contract time period.

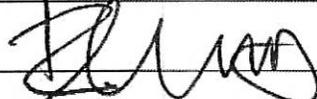
-----  
To date Humic Growth Solutions has a total of 8 net new full-time jobs located at the project site.

**CERTIFICATION OF AUTHORIZED REPRESENTATIVE:** I certify that the above information and any attachments thereto are complete and accurate to the best of my knowledge and belief.

**Authorized Signatory**

Name: RYAN MERRITT

Title: EXECUTIVE VICE PRESIDENT

Signature: 

Date: 4/5/17

**Big Sky Trust Fund Job Creation Grant  
Contract # MT-BSTF-1-17-02 Project Progress Report**

**Progress Report:** Submit a completed report with each request for reimbursement; quarterly within 15 days of the end of the period (4/30; 7/31; 10/31 & 1/31) and at project close-out.

Reporting Period: 4/30

Person completing this report: Ryan Merritt

Date: April 5, 2017

Expected Project Completion Date: June, 2017

Is this your final Progress Report? (Is the project complete?): No

**Items to be included with Quarterly Progress Report:**

1. **Certified employment documentation that includes the breakdown of jobs created using the Job Status Spreadsheet and the Job Certification Form. Track all jobs at the Shelby, Montana location.**
  
2. **Other information including:**
  - a. **Provide an update on the status of your Hiring Plan. Describe your progress toward achieving the hiring objectives and project goals. Project on track.**
  
  - b. **Is the project on track with the Hiring Plan? If no, explain any issues Yes**
  
  - c. **Anticipated completion date? June, 2017**
  
  - d. **Describe any difficulties you have encountered, or foresee encountering, in completing the hiring objectives, project goals, budget, or implementation schedule.**

Any additional pertinent information related to this project

3. **If also requesting reimbursement please include:**
  - a. **Documentation verifying eligible costs were incurred**
  - b. **Documentation verifying that these cost were paid for**
  - c. **Documentation of matching funds expended to date**





**BIG Sky Economic Development Trust Fund Program - Category 1 - Job Creation Projects**

**SUMMARY PAGE**

Grantee: City of Shelby

BSTF Award Amount	\$	118,800.00
# of BSTF Eligible Jobs to be created:		18
BSTF Award per Job:	\$	6,600.00
Match Requirement:		0.50
Contract Effective Date:		7/26/2016



State of Montana  
 Department of Administration  
 Notice of Direct Deposit

Date	Reference Number
05/01/2017	0007182658

SHELBY CITY OF TREASURER

Agency	Agency Name			
6501A	Commerce-Management Services			
Bank ID	Bank Account Number	Vendor Id	Settlement Date	Total Paid Amount
092902271	*****78	0000023497	05/03/2017	\$52,800.00

Invoice Number	Invoice Date	Voucher Id	Voucher Paid Amount
MT-BSTF-1-17-02-1	05/01/2017	00121586	\$52,800.00

ALL PURPOSE  
 (406) 841-2714

BSTF  
 CONTRACT MT-BSTF-1-17-02-1  
 \$52800.00

**RESOLUTION NO. 1947 (AMENDED 11/21/2016)**

**A RESOLUTION AUTHORIZING THE CITY OF SHELBY TO ACCEPT AN ECONOMIC DEVELOPMENT ASSISTANCE GRANT FROM THE MONTANA DEPARTMENT OF COMMERCE TO ASSIST HUMIC GROWTH TO ACQUIRE EQUIPMENT AND DEVELOP JOBS.**

WHEREAS, the City of Shelby, Montana ("City") has applied for an Economic Development Assistant ("EDA") grant from the Montana Department of Commerce Big Sky Trust Fund (BSTF) in order to assist Humic Growth Solutions with the purchase of equipment and the creation of jobs.

WHEREAS the BSFT has awarded an EDA award in the amount of \$118,800 to the City, contingent on the execution of Contract # MT-BSTF-1-17-02 between the BSTF and the City (attached as Exhibit A) as well as execution of the agreement between the City of Shelby and Humic Growth Solutions (attached as Exhibit B).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Shelby, Montana as follows:

1. The City's acceptance of the \$118,800 BSTF EDA, subject to all conditions set forth in Contract # MT-BSTF-1-17-02 (Exhibit A), is hereby approved by this Council;
2. The City's acceptance of the agreement between the City of Shelby and Humic Growth Solutions (Exhibit B), is hereby approved by this Council;
3. The Mayor of the City is hereby authorized to accept said BSTF EDA award by entering into Contract # MT-BSTF-1-17-02 (Exhibit A) and the Agreement (Exhibit B).
4. The Mayor of the City is hereby authorized to execute such further documents as are necessary to carry out the terms of the award and binding the City of Shelby, Montana thereto.
5. This amends the FY 2016-17 budget as follows:

<u>Fund Code</u>	<u>Amount</u>
2320	\$118,800

Passed and adopted by the City Council of the City of Shelby Montana this 7<sup>th</sup> day of November, 2016 and amended this 21<sup>st</sup> day of November, 2016.

\_\_\_\_\_  
LARRY J. BONDERUD, MAYOR

ATTEST:

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

## Exhibit A

**MONTANA DEPARTMENT OF COMMERCE  
BIG SKY ECONOMIC DEVELOPMENT TRUST FUND PROGRAM  
CONTRACT # MT-BSTF-1-17-02**

This Contract is entered into by **City of Shelby, 112 – 1<sup>st</sup> Street South**, Shelby Montana 59474-1954 (the "Contractor"), and the Montana Department of Commerce, Helena, Montana (the "Department").

The Contractor and the Department hereby agree to the following terms:

### **Section 1. PURPOSE**

The purpose of this Contract is to provide funding for Big Sky Economic Development Trust Fund (BSTF) Program (the Program) **Economic Development Job Creation** Project activities approved by the Department which the Contractor has applied for project funds pursuant to Sections 90-1-201 et seq., Montana Code Annotated (MCA).

Program funds have been awarded to assist the Contractor and **Humic Growth Solutions, Inc., 28186 US Highway 2, Shelby, MT 59474-9208**, (the "Assisted Business") with **purchase of equipment** and the creation of jobs in Montana.

The Assisted Business has agreed to create **18** eligible net new jobs at the project site located at **28186 US Highway 2, Shelby, MT 59474-9208** (the "Project Site") in the Contractor's jurisdictional area within the Contract time period. An eligible net new job is defined as one that is new to the company and has not been filled before **July 27, 2016**. Eligible new job criteria is a full-time job, meaning a predominantly year-round position requiring an average of 35 hours of work each week, and pays wages that meet or exceed **\$14.00** per hour, **before the value of benefits is added**.

In addition, the Contractor and the Assisted Business have agreed to a total new investment at the Project Site, which is equal to or greater than **\$1 for every \$2** of BSTF financial assistance received, within this Contract time period.

### **Section 2. SCOPE OF WORK**

The Contractor hereby agrees to engage in Project activities as set forth in the Contractor's application, including any written modifications resulting from the review of the application by the Department for Project assistance, all of which, by this reference are made a part hereof.

The major components of the Project include the **purchase of equipment**, and documentation that the matching requirement has been met and documentation of eligible job creation in **Shelby**, Montana, and the administration of this Contract.

### **Section 3. AUTHORITY**

This Contract is issued under authority of Title 90, Chapter 1, Part 2, Montana Code Annotated, and the Administrative Rules of Montana, Title 8, Chapter 99.

### **Section 4. APPLICATION INCORPORATED BY REFERENCE**

The Contractor's application for Program assistance and all appendices thereto, including any written modifications resulting from the review of the application by the Department (collectively, the "Project"), is incorporated into this Contract by this reference and the representations made therein are binding on the Contractor.

### **Section 5. ACCEPTANCE OF PROGRAM REQUIREMENTS**

- (a) The Contractor shall comply with all applicable local, state, tribal, and federal laws, regulations, ordinances, and resolutions, and all administrative directives and procedures established by the Department, including all the provisions, guidelines and requirements set forth on the Program's website: <http://bstf.mt.gov>.
- (b) The Contractor expressly agrees to repay to the Department any funds advanced under this Contract that the Contractor, or its contractors, subcontractors, or sub recipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any applicable local, state, tribal, or federal requirements.

### **Section 6. EFFECTIVE DATE AND TIME OF PERFORMANCE**

- (a) This Contract shall take effect on **July 27, 2016** and will terminate upon completion of the final closeout by the Department, or by **July 27, 2017**, whichever comes first, unless otherwise terminated in accordance with the terms of this Contract.
- (b) All Program award monies must be expended by the Contractor within the timeline specified in the Contractor's application, which by reference is made a part of this Contract. The Contractor may modify the implementation schedule set forth in the Contractor's application only upon obtaining prior approval of the Department.
- (c) Each party, after termination of this Contract, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the contract including, but not limited to, record retention, audits, and indemnification.

- d) The Department reserves the right to extend this Contract based on, but not limited to, the Contractor's performance of the contracted activities, and the Contractor's compliance with program requirements.

#### **Section 7. BUDGET**

- (a) The total amount to be awarded to the Contractor under this Contract will not exceed **\$118,800.00** to be used as follows:
- Up to **\$109,296.00** to assist the Assisted Business with the purchase of equipment; and
  - Up to **\$9,504.00** for eligible administrative expenses.
- (b) The Project budget is set forth in the application, as submitted by the Contractor and approved by the Department, and as specifically incorporated by this reference. The Department must approve budget adjustments to the Project in advance. To obtain approval of a budget adjustment, the Contractor shall describe the rationale for a budget adjustment in writing to the Department.
- (c) Any Project expenses the Contractor fails to incur on or before **July 27, 2017** will revert to the Big Sky Economic Development Trust Fund.

#### **Section 8. CONDITIONS ON METHOD OF REIMBURSEMENT**

- (a) The total amount to be awarded to the Contractor under the Contract shall be up to **\$6,600.00** per eligible net new job created by the Assisted Business for documented costs with reimbursement not to exceed a total of **\$118,800.00** for the entire Contract. The Department will not reimburse the Contractor for any costs incurred prior to July 27, 2016, nor for any expenses not included in the approved budget or not clearly and accurately supported by the Contractor's records.
- (b) The Contractor and the Assisted Business shall satisfy the matching funds requirements consistent with the purposes expressed in the application during the period of the Contract and shall meet or exceed the **1:2** required match ratio.
- (c) Unless otherwise authorized by the Department, the Contractor may receive award funds periodically over the Contract period only upon documenting the expenditure of the required matching funds and the creation of the eligible net new jobs by the Assisted Business, and after incurring eligible expenses.

- (d) The Department will use funds appropriated for the Program to fund awards to those entities that have received a Notice of Award letter. The Contractor acknowledges that its access to Program funds is subject to their availability.
- (e) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Contractor to request payment from Program funding awarded for the Contractor's Project. In requesting reimbursement, the Contractor will follow the instructions supplied by the Department.
- (f) The Contractor shall satisfy the matching funds requirements consistent with the purposes expressed in the Contractor's application during the period of the Contract.
- (g) The Department will only release funds to reimburse eligible and documented costs. Funds can be requested by sending a Request for Payment, in the format prescribed by the Department, signed by duly authorized representatives of the Contractor.
- (h) As further set forth in Section 5 ACCEPTANCE OF PROGRAM REQUIREMENTS, and Section 24 TERMINATION OF CONTRACT, if the Contractor fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Contractor's sole responsibility and the Contractor agrees to repay to the Department any funds advanced under the Contract.
- (i) The Project funds may not be used to cover any costs incurred by the Contractor prior to **July 27, 2016**, for any expenses not included in the Contractor's application or an approved adjustment thereto, or for any expenses not clearly and adequately supported by the Contractor's records.
- (j) Once the Department has determined a Request for Payment to be complete, the Department is allowed thirty (30) working days to process a Request for Payment. The Contractor shall provide signatory and banking information at the time of Contract execution in order to facilitate electronic funds transfer payments. The Department may withhold payments to the Contractor if the Contractor has breached the terms of this Contract.
- (k) If actual Project expenses are less than projected in the budget, the Department, at its discretion, may reduce the amount of BSTF funds to be provided to the Contractor accordingly.

- (l) If the Department determines that the Contractor has failed to satisfactorily carry out its responsibilities under this Contract, the Department may withhold payment to the Contractor until such time as the parties agree on a plan to remedy the deficiency.
- (m) The Department reserves the right to withdraw a commitment of any Program funds for projects not ready to proceed within three (3) months after the date of tentative award.
- (n) If the Assisted Business creates an eligible new job but fails to sustain that job for the requisite duration, then the Contractor shall reimburse the Department all funds received for that job. If the Assisted Business fails to create the required number of jobs, then the Contractor shall reimburse the Department the difference between the total amount advanced and the amount attributable to actual jobs created. If the Assisted Business ceases operation at the Project Site, then the Contractor shall reimburse the Department all funds received under this Contract.
- (o) At the request of the Department, Requests for Payment for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with contract requirements.
- (p) The Contractor may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.
- (q) The Department will withhold ten percent (10%) of the total amount awarded to the Contractor until the Department approves the complete job creation and all tasks outlined in Section 2 SCOPE OF WORK are completed by the Contractor and approved by the Department.

#### **Section 9. REPORTING REQUIREMENTS**

- (a) Quarterly Project Progress Reports. Unless otherwise specified by the Department, the Contractor will also submit Project Progress Reports quarterly to the Department until the Contractor receives Contract closeout approval from the Department. The Project Progress Report must be provided on or before **April 30th** to cover the January 1-March 31 reporting period, **July 31st** to cover the April 1-June 30 reporting period, **October 31st** to cover the July 1-September 30 reporting period, and **January 31st** to cover the October 1-December 31 reporting period, for each year of the Contract period and at closeout of the Contract. These reports will describe the status of the activities set forth in Section 2 SCOPE OF WORK, including, at a minimum:
- Certified employment documentation from the Assisted Business that includes the breakdown of jobs created, using the Job Status Spreadsheet

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and accompanying Job Certification Form; Written Progress Report that should include the following items:

- o detailing progress towards achieving the hiring objectives and project goals that were described in the application;
  - o projected completion date;
  - o any difficulties encountered in working towards these goals;
  - o any changes within the assisted business structure, business name or changes to its registration with the Montana Secretary of State's office;
  - o any other pertinent information
- (b) The employment level of **Humic Growth Solutions, Inc.** one day prior to the contract effective date of **July 27, 2017** is **ZERO (0)**, full-time employees onsite, per the certified baseline job report.
- (c) The report must also describe any significant problems encountered in carrying out the Project and the scope of any necessary modifications the Contractor is requesting in the SCOPE OF WORK, BUDGET, or Project implementation schedule. The State, at its discretion, may decline to honor the final ten percent (10%) Request for Payment if any required project progress reports have not been submitted.
- (d) Request for Payment with Report. Request for Payment with reports must include all items listed in Section 9(a), plus the following:
- The Request for Payment Form signed by two authorized representatives,
  - Project Progress Report detailing progress towards achieving the hiring objectives and project goals that were described in the application as well as describing any difficulties encountered in working towards these goals,
  - Approved documentation verifying eligible costs were incurred,
  - Documentation of matching funds expended to date.
- (e) Project Closeout. Upon completion of the final Project, the Contractor will submit a signed final Project Completion Report. The Project Completion report should include all items in Section 9(a) and (c), with a request for payment for the final 10% of the award.
- Once the Department accepts the final Project Completion Report and the final payment is processed, the Contractor will complete a Closeout Certification Form.
  - Once the Department approves the Closeout Certification Form from the Contractor, the Department will officially closeout the project and send a letter of closeout to the Contractor.

The Department may request additional documentation, when in the exercise of its judgment such documentation is needed to confirm performance.

To assist the Department with program performance reporting, the BSTF award recipient may be required to provide annual project updates for 3 years after the close of the contract.

#### **Section 10. LIAISONS**

The contact persons for this Contract are:

**For the Department:**

Annmarie Robinson (or successor)  
Section Manager, Big Sky Economic Development Trust Fund Program, MDOC  
P.O. Box 200505  
Helena, MT 59620-0505  
406-841-2250

**For the Contractor:**

Larry Bonderud  
Mayor, City of Shelby  
112 – 1<sup>st</sup> Street South  
Shelby, MT 59474-1954  
406-434-5222

#### **Section 11. PROJECT MEETINGS**

- (a) Progress Meetings. During the term of the Contract, the Department may plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the Department in the performance of their respective obligations. These progress meetings may include the parties' liaisons and any other additional personnel involved in the performance of the contract as required. At each such meeting, the Contractor may be requested to provide the Department with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. Contractor may be requested to identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- (b) Technical or Contractual Problems. The Contractor is required to meet with the Department's liaison to resolve technical or contractual problems that may occur during the term of the Contract, at no additional cost to the Department. Meetings will occur as problems arise and will be coordinated by the Department. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of the Contract.

### **Section 12. ACCESS TO AND RETENTION OF RECORDS**

The Contractor shall create and maintain records of the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, and to provide the Department, Montana Legislative Auditor, or their authorized agent's access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.) The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Contractor's offices in Shelby, Montana.

### **Section 13. PROJECT MONITORING**

- (a) The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Contractor's performance to determine compliance with the SCOPE OF WORK, the proper use of Program funds, and other technical and administrative requirements of this Contract, including the adequacy of the Contractor's records and accounts. The Department will advise the Contractor of any specific areas of concern and provide the Contractor opportunity to propose corrective actions acceptable to the Department.
- (b) Failure by the Contractor to proceed with reasonable promptness to take necessary corrective actions shall be a default. If the Contractor's corrective actions remain unacceptable, the Department may terminate this Contract in whole or in part, or reduce the contract price or award to reflect the reduced value of services received.

### **Section 14. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 and the Patient Protection and Affordable Care Act ("Affordable Care Act"). Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with Mont. Code Ann. § 49-3-207, Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or

expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.

The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26.

The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

#### **Section 15. AVOIDANCE OF CONFLICT OF INTEREST**

The Contractor will comply with all applicable laws regarding the avoidance of conflict of interest. In addition, the Contractor agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.

#### **Section 16. ACCOUNTING, COST PRINCIPLES, AND AUDITING**

- (a) The Contractor, in accordance with Section 18-4-311, MCA; 5 U.S.C. App. 3 §§ 1 *et seq.*; OMB Circular A-133; and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The Department, Montana Legislative Auditor, Inspector General of the U.S. Department of Commerce, or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 5-13-204 and 18-1-118, MCA; 5 U.S.C. App. 3 §§ 1 *et seq.*; OMB Circular A-133; and other authorities, audits for the purposes of ensuring the appropriate administration and expenditure of the monies provided through this Contract and to ensure the appropriate administration and delivery of services provided through this Contract.
- (c) The Contractor, for purposes of audit and other administrative activities, in accordance with 18-1-118, MCA; 5 U.S.C. App. 3 §§ 1 *et seq.*; OMB Circular A-133; and other authorities, must provide the Department, Montana Legislative Auditor, Inspector General of the U.S. Department of Commerce, or any other legally authorized governmental entity or their authorized agents access at any time to all of their respective records, materials and information, including any and all audit reports with supporting materials and work documents, pertinent to the services provided under this Contract until the expiration of three (3) years from the completion date of this Contract. The Department and any other legally authorized governmental entity or their authorized agents may record any

information and make copies of any materials necessary for the conduct of an audit or other necessary administrative activity.

#### **Section 17. OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by the Contractor, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the Contractor and the Department, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Department and the Contractor.

#### **Section 18. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

- (a) The Contractor may not assign, transfer, delegate, or subcontract, in whole or part, this Contract or any right or duty arising under this Contract, unless the Department in writing approves the assignment, transfer, delegation, or subcontract.
- (b) Any assignment, transfer, delegation, or subcontract entered into by the Contractor must be in writing, must be subject to the terms and conditions of this Contract, and must contain any further conditions as may be required by the Department.
- (c) The Department's approval of any assignment, transfer, delegation, or subcontract neither makes the Department a party to that contract nor creates any right, claim, or interest in favor of any party to that contract against the Department.
- (d) The Contractor must immediately notify the Department of any litigation concerning any assignment, transfer, delegation, or subcontract.

#### **Section 19. HOLD HARMLESS AND INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, to the extent arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of Contractor's negligence in connection with services performed or omissions of services or in any way resulting from the negligent acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, contractors, subcontractors, except the negligence of the Department under this agreement.

## Section 20. INSURANCE

- (a) General Requirements. Contractor shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the duties and obligations in the Contract by Contractor, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The Department, its officers, officials, and employees are to be covered as additional insured's for all claims arising out of the use of award proceeds provided by the State of Montana.
- (b) General Liability Insurance. At its sole cost and expense, the Contractor shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) Professional Liability Insurance. Contractor shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- (d) Property Insurance. At its sole cost and expense, the Contractor shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at <http://www.rmtd.mt.gov/content/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the contract.

- (e) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Contractor shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Contractor's insurance policy including endorsements at any time.

#### **Section 21. INDEPENDENT CONTRACTOR**

The Contractor and its employees or agents performing under this Contract are not employees or agents of the Department. The Contractor will not claim to be an officer or employee of the Department by reason of this Contract, nor will it make any claim of right, privilege or benefit which would accrue to a civil service employee of the State of Montana.

#### **Section 22. DEBARMENT**

The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, or subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency. If the Contractor cannot certify this statement, it has attached a written explanation for review by the Department.

#### **Section 23. CONTRACT AMENDMENT**

Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.

#### **Section 24. TERMINATION OF CONTRACT**

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding. The Department, at its sole discretion, may terminate or reduce the scope of this Contract if available funding sources are eliminated or reduced for any reason. If a termination or modification is so required, the Department may, if sufficient program funds are available, compensate the Contractor for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Contractor of the effective date of the termination

or modification of this Contract and, if a reduction in funding is required, will provide the Contractor with a modified Project budget.

- (b) Termination for Cause with Notice to Cure Requirement. The Department may terminate this Contract for failure of the Contractor, its contractors, or subcontractors to perform or comply with any of the services, duties, terms or conditions contained in this Contract after giving the Contractor written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination. In the event of termination due to the Contractor's, its contractors', or subcontractors' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, the Contractor shall return all funds received under this Contract. Any costs incurred will be the responsibility of the Contractor. However, at its sole discretion, the Department may approve requests by the Contractor for reimbursement of expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Contractor to comply with the any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Contractor's control.

#### **Section 25. DEFAULT**

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

#### **Section 26. NO WAIVER OF BREACH**

No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Contractor.

**Section 27. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

The Contractor accepts responsibility for supplying, and requiring all subcontractors to supply, the Department with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the Department within 10 working days of the execution of this Contract, and must be kept current for the entire term of the contract.

CONTRACTS WILL BE TERMINATED PURSUANT TO THE PROVISIONS OF SECTION 24 TERMINATION OF CONTRACT IF THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

**Section 28. FORCE MAJEURE**

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**Section 29. SEPARABILITY**

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

**Section 30. NOTICE**

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.



EXHIBIT B TO RESOLUTION NO. 1947

**MONTANA DEPARTMENT OF COMMERCE  
BIG SKY ECONOMIC DEVELOPMENT TRUST FUND**

**BUSINESS ASSISTANCE AGREEMENT**

The Business Assistance Agreement is between the local or tribal government and the assisted business. The Department recommends that the Agreement address the following items:

- a. A commitment to create the agreed upon new eligible jobs and the lengths of time those jobs must be sustained to receive funds or to avoid an obligation to reimburse the Department.
- b. Requirements that the assisted business maintain existing jobs in Montana.
- c. A commitment by the assisted business to make the required matching investments, at the agreed upon Montana location, within the required Contract time period.
- d. An obligation to provide proof of any new jobs created, existing jobs retained, and/or new investment made.
- e. The conditions with which the assisted business must comply to receive the benefits of the BSTF program award made to the local or tribal government.
- f. The terms under which an assisted business will be deemed to have met or failed to meet the terms of the agreement.
- g. The terms and procedure by which any previously disbursed funds may be recaptured by the local or tribal government or the Department under circumstances in which the assisted business has failed to meet its commitments.
- h. Permit the Department, Legislative Auditors, or the local or tribal government access to all records necessary to evaluate the compliance with Department policies and the program's administrative rules and all agreements executed under them.
- i. A certification that the assisted business will not discriminate against any employee or against any person seeking employment based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- j. The Assisted Business must comply with the Montana Workers' Compensation Act (Montana Code Annotate 39-71-120, 39-71-401 and 39-71.405)
- k. The Assisted Business must be registered with the Secretary of State.

**MONTANA DEPARTMENT OF COMMERCE  
BIG SKY ECONOMIC DEVELOPMENT TRUST FUND**

**A. PARTIES:** The parties to this contract (the Contract) are the **City of Shelby, 112 1st St. So. Shelby, MT**, (the "City, Town, County, or Tribal Government"), and the **Humic Growth Solutions Inc. 28282 US Highway 2**, (the "Assisted Business"); Tax identification number: **46-435306**.

**B. PURPOSE:** The purpose of this Contract is for the Assisted Business to use up to \$118,800.00 in Big Sky Economic Development Trust Fund (BSTF) grant funds, to be used as follows:

- Up to **\$6,600.00 per job** to assist with **18 net new jobs**.
  - a. **The Assisted Business has agreed to create 18 eligible net new jobs at the project site located at 28282 US Highway @ (the "Project Site") in the City of Shelby's jurisdictional area within the Contract time period.** An eligible net new job is defined as one that is new to the company and has not been filled on or before **July 27, 2016**. Eligible new job criteria is a full-time job, meaning a predominantly year-round position requiring an average of 35 hours of work each week; and
  - b. Pays wages that meet or exceed \$14.00/per hour, excluding benefits. In addition, the assisted business, Humic Growth Solutions, Inc. have agreed to a total new investment at the Project Site, which is equal to or greater than \$1 for every \$2, of BSTF financial assistance received, within this Contract time period.
- See the BSTF benefit certification provided in the attached Exhibit, which by this reference is made a part of this contract.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the parties hereto agree as follows:

**1. SCOPE AND DUTIES:** The City of Shelby and the Assisted Business shall engage in activities as set forth in the City of Shelby's Montana Department of Commerce (Department) BSTF application, including any written modifications resulting from the review of the application by the Department for grant assistance, all of which, by this reference are made a part hereof. The City of Shelby shall enter into this Assistance Agreement with the Assisted Business that shall be approved in writing by the Department before the release of funds.

The City of Shelby will only release funds to reimburse eligible and documented costs. **Project Progress Reports shall be submitted with each request for funds.**

**2. REPORTING:** Unless otherwise specified by the City of Shelby, the Assisted Business will also submit Project Progress Reports quarterly to the City of Shelby and the Department until the Assisted Business receives Contract closeout approval from the City of Shelby and Department. The Project Progress Report must be provided on or before **March 31, June 30, September 30 and December 31** for each year of the Contract time period and at closeout of the Contract. The Project Progress Reports shall include, but are not limited to, the following information:

- a) Certified employment documentation from the Assisted Business that includes the identification of all employees in Montana, corresponding employee name, number, title,

current hourly wage, date of hire, termination date if applicable, hourly wage at time of hire, average working hours per week and the physical location where the employee is principally employed;

- b) Total cost and breakdown for the activities that funds are being requested;
- c) Amount of matching funds expended to date;
- d) Total amount requested and total remaining under the Contract; and
- e) Written Progress Report that should include the following items:
  - detailing progress towards achieving the hiring objectives and project goals that were described in the application;
  - projected completion date;
  - any difficulties encountered in working towards these goals;
  - any changes within the assisted business structure, business name or changes to its registration with the Montana Secretary of State's office;
  - any other pertinent information related to the grant and progress of the project.

**3. COMPENSATION AND CONSIDERATION:** The total amount to be reimbursed to the Assisted Business under the Contract shall be up to \$6,600 **per eligible net new job created** by the Assisted Business for documented costs with reimbursement not to exceed a total of \$118,800.00 dollars for the entire Contract.

An eligible net new job is defined as the following:

- A new job to the company was created or filled on or after July 27, 2016;
- Have at a minimum, a full-time job, meaning a predominantly year-round position requiring an average of 35 hours of work each week; and
- The job pays wages that meet or exceed \$14.00 per hour, excluding benefits.

The City of Shelby will not reimburse the Assisted Business for any costs incurred prior to July 27, 2016, nor for any expenses not included in the approved budget or not clearly and accurately supported by the Assisted Business's records. The Assisted Business shall satisfy the matching funds requirements consistent with the purposes expressed in the City of Shelby's application during the period of the Contract and shall meet or exceed the **1:2 required match ratio**.

- a) The City of Shelby will authorize the Assisted Business to draw up to \$118,800.00 against the funding reserved for the Assisted Business by the Department. In drawing against the reserved amount, the Assisted Business shall follow the instructions supplied by the City of Shelby. Unless otherwise authorized by the City of Shelby, the Assisted Business may receive grant funds periodically over the Contract period only upon documenting the expenditure of the required matching funds and the creation of the eligible net new jobs by the Assisted Business, and after incurring eligible expenses. Upon reasonable request, the Assisted Business shall provide substantiation of its investment in capital in excess of the required \$237,600 new investment at the project site.
- b) If the City of Shelby determines that the Assisted Business has failed to satisfactorily carry out the duties and responsibilities under the Contract, the Department may revoke the Assisted Business's ability to access additional funds until such time as the City of Shelby and the Assisted Business agree on a plan to remedy the deficiency.

- c) The Assisted Business agrees that if the local government or tribal government request the funds before the jobs are created, and the Department agrees to that request, the local or tribal government and the assisted business receiving BSTF financial assistance are liable for the full amount of the award that is advanced by the Department, if the assisted business:
- a. Fails to create or maintain the number of net new eligible jobs as specified in the executed contract and assistance agreement, or
  - b. Fails to inject the required amount of match into the project as specified in the executed contract and assistance agreement.

Additionally the Department may recapture funds if:

- a. At the end of the contract period the Department has overpaid based on the number of net new jobs at the end of the contract period.
  - b. The business ceases operations at the Project Site within the contract period.
- d) The City of Shelby reserves the right to withdraw a commitment for any BSTF funds which remain un-disbursed at Contract closeout or at the end of the Contract period.
- e) The Assisted Business certifies that no request for reimbursement submitted for eligible expenses under this Contract shall duplicate any expense submitted to the Department for reimbursement under any other program administered by the Department.

**4. PERIOD OF CONTRACT:** The Contract will be in effect for the period commencing **July 27, 2016** and ending **July 26, 2018** unless otherwise terminated by law or in compliance with the terms of the Contract. The Department reserves the right to extend this Contract based on, but not limited to, the Contractor's performance of the contracted activities, and the Contractor's compliance with program requirements. This would include but not limited to:

- a. assisted business has created the net new jobs paying the BSTF wage rate per the original application.
- b. the submission of:
  - a new Job Creation Report;
  - current Financial Statements including Balance Sheet, Profit & Loss Statement, Cash Flow Statement;
  - a detailed narrative from the assisted business that provides the Department with a clear picture of the current business activities which clearly outlines why a contract extension is being requested.

**5. LIAISON:** The contact person for the City of Shelby is **Lorette Carter, Community Development Director, (406) 424-8799**, or successor, and **John Jakowitz, Chief Operations Manager, (904) 874-9910**, or successor for the Assisted Business.

**6. SIGNATORY JOB CREATION REPORTING:** The person responsible for approving and signing the Job Creation Certification for **Humic Growth Solutions, Inc.** is **John Jakowitz, Chief Operations Manager, (904) 874-9910**, or successor.

**7. 7. INSURANCE:**

a) General Requirements. The Assisted Business shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the duties and obligations in the Contract by Assisted Business, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, the City of Shelby, their officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.

b) Primary Insurance. Assisted Business's insurance coverage shall be primary insurance with respect to the State of Montana, the City of Shelby, their elected or appointed officers, officials, employees, or volunteers and neither the state's nor the City of Shelby's insurance shall contribute with it.

c) General Liability Insurance. At its sole cost and expense, the Assisted Business shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.

d) Professional Liability Insurance. The Assisted Business shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Assisted Business may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

e) Property Insurance. At its sole cost and expense, the Assisted Business shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (<http://rmtd.mt.gov/aboutus/publications/files/NEHRP.pdf>), for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the contract.

f) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Assisted Business shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Assisted Business's insurance policy at any time, including endorsements.

**8. COMPLIANCE WITH WORKERS' COMPENSATION ACT:** The Assisted Business accepts responsibility for supplying, and requiring all subcontractors to supply, the City of Shelby with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Assisted Business nor its employees are employees of the City of Shelby. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the City of Shelby within 10 working days of the execution of this Contract, and must be kept current for the entire term of the contract.

CONTRACTS WILL BE TERMINATED PURSUANT TO THE PROVISIONS OF SECTION 11 TERMINATION OF CONTRACT IF THE ASSISTED BUSINESS FAILS TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

**9. FAILURE TO HONOR CONTRACT:** If the Assisted Business refuses or fails to deliver in accordance with the Contract terms and conditions, the State Procurement Bureau may, in its discretion, suspend the Assisted Business for a period of time from entering into any contracts with the State of Montana.

**10. ACCESS AND RETENTION OF RECORDS:** Upon receipt of reasonable advance notice, the Assisted Business agrees to provide the City of Shelby, Montana Department of Commerce, Legislative Auditor or their authorized agents, access to any records necessary to determine contract compliance. The Assisted Business agrees to create and retain records supporting the BSTF project activities for a period of three years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party.

**11. TERMINATION OF CONTRACT:** This Contract may only be terminated in whole or in part as follows:

(a) **Termination Due to Loss or Reduction of Funding.** The City of Shelby, at its sole discretion, may terminate or reduce the scope of this Contract if available funding sources are eliminated or reduced for any reason. If a termination or modification is so required, the City of Shelby may, if sufficient program funds are available, compensate the Assisted Business for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The City of Shelby will notify the Assisted Business of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, will provide the Assisted Business with a modified Project budget.

(b) **Termination for Cause with Notice to Cure Requirement.** The City of Shelby may terminate this Contract for failure of the Assisted Business, its contractors, or subcontractors to perform or comply with any of the services, duties, terms or conditions contained in this Contract after giving the Assisted Business written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than thirty (30) days.

If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

(c) **Effect of Termination.** In the event of termination due to the Assisted Business's, its contractors', or subcontractors' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Assisted Business. However, at its sole discretion, the City of Shelby may approve requests by the Assisted Business for reimbursement of expenses incurred. The City of Shelby's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Assisted Business to comply with the any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Assisted Business's control.

**12. UNAVAILABILITY OF FUNDING:** The City of Shelby may, at its sole discretion, terminate or reduce the scope of the Contract if available funding is eliminated or reduced for any reason.

**13. U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**14. DEFAULT:** Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract, including but not limited to damages and specific performance.

**15. CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without prior written consent of the Department. Supplies delivered which do not conform to the Contract terms, conditions, and specifications may be rejected and returned at the Assisted Business's expense.

**16. VENUE:** The Contract is governed by the laws of Montana. The parties agree that any litigation concerning the Contract must be brought in the Ninth Judicial District in and for the County of Toole, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**17. COMPLIANCE WITH LAWS:** The Assisted Business must, in performance of work under this Contract, fully comply with all applicable federal, state, and tribal laws, rules, policies, and regulations, concerning, but not limited to, human rights, civil rights, employment law, Affordable Care Act and labor law.

The Assisted Business shall promptly refer to the **City of Shelby** any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

**18. DISABILITY ACCOMMODATIONS:** The City of Shelby does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**19. ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The Assisted Business shall not assign, transfer or subcontract any portion of the Contract without the express written consent of the City of Shelby and the Montana Department of Commerce. (Mont. Code Ann. § 18-4-141.) This provision would include any changes to the Assisted Business' business structure, business name and registration with the Montana Secretary of State.

**20. MODIFICATION:** The Contract may not be enlarged, modified, amended or altered except upon written agreement signed by all parties to the Contract.

**21. NOTICE:** All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons either by regular mail or personal service.

**22. SEPARABILITY:** A declaration by any court, or any other binding legal source, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

**23. HOLD HARMLESS AND INDEMNIFICATION:** The Assisted Business agrees to protect, defend, and save the State of Montana and the City of Shelby, their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Assisted Business's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Assisted Business and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State or City of Shelby, under the Contract.

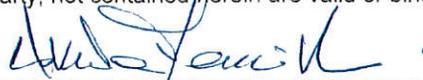
**24. REGISTRATION WITH SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with Mont. Code Ann. §§ 35-1-1026 and 35-8-1001. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

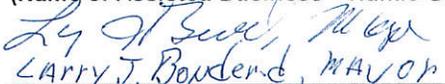
If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, contact the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**25. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Assisted Business acknowledges that no State funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State of Montana, Department of Administration, Procurement Bureau at (406) 444-2575 for more information concerning non-visual access standards.

**26. REFERENCE TO CONTRACT:** The Contract number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the Contract.

27. **INTEGRATION:** The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein are valid or binding.

  
\_\_\_\_\_  
(Assisted Business Official: Ursula J Merritt - President)  
(Name of Assisted Business - Humic Growth Solutions, Inc.)

  
\_\_\_\_\_  
(Local or Tribal Government Official: Typed Name and Title)  
(Name of Local or Tribal Government)

ATTEST:

 Jade Gorski

  
\_\_\_\_\_  
Legal Review Attorney for City of Shelby



◇ May 8, 2017

Mayor Larry Bonderud  
City of Shelby  
112 1st Street South  
Shelby, MT 59474

**Re: Shelby Storm Water Improvements Base Bid as Modified by Change Order 1  
Pay Request No. 1**

Dear Larry:

Enclosed is an Application for Payment No. 1 for the above referenced project from Helena Sand and Gravel Inc. and includes work completed through May 6th, 2017. We have reviewed Application No. 1 and concur with the amounts requested.

The recommended payment amount for Application No. 1 is \$7,379.60 of which \$7,305.79 is payable to the contractor and \$73.81 is payable to the State to meet the 1% gross receipts tax requirement.

Please review and upon approval, sign the attached pay application. Please provide KLJ with 1 copy of the executed pay application upon completion.

Please call me in the office at (406) 447-3343 if you have any questions.

Sincerely,

KLJ  
  
Jason Crawford

Enclosure(s): Contractor's Application for Payment No. 1 (1 Copy)



Progress Estimate No. 1

Contractor's Application

For (insert):		Utility Storm Water Improvements as Modified by Change Order		Contract Number: 4413021													
Application Period: 4/30/2017 To 5/31/2017		Application Base: 5/8/2017															
Base Bid Complete Schedule of Values:																	
Bid Item No.	TFPM	Description	Bid Quantity	Unit Price	Bid Value	Change Orders (CO)					C	D	E	F	G		
						CO 1 Change in Bid Quantity	CO 1 Updated Unit Price	CO 1 Change in Contract Price	CO 2 Change in Bid Quantity	CO 2 Updated Unit Price						CO 2 Change in Contract Price	CO 3 Change in Bid Quantity
						CO 1	CO 2	CO 3	CO 4	CO 5	CO 6	CO 7	CO 8	CO 9	CO 10	CO 11	
011501	Mobilization		1	\$100,000.00	\$100,000.00												
011502	Traffic Control		1	\$60,000.00	\$60,000.00												
011503	Dewatering		11391	\$13.00	\$148,083.00	-5.8%											
011504	Materials Testing and Quality Control		1	\$9,000.00	\$9,000.00												
011505	Fill and Abandon Pipe		33	\$250.00	\$8,250.00												
011506	Plug and Abandon Pipe		7	\$1,700.00	\$11,900.00												
011507	Ground Restoration		4442	\$14.00	\$62,188.00												
011508	Water Service Adjustment		8	\$2,300.00	\$18,400.00	-8.9											
011509	Water Main Alignment		13	\$4,000.00	\$52,000.00	-9.0											
011510	Release Water Valve		4	\$2,300.00	\$9,200.00	-1.0											
011511	Remove Existing Manhole/Inlet		12	\$400.00	\$4,800.00	-9.0											
011512	Remove Existing Storm Drainage Pipe		118	\$70.00	\$8,260.00	-64.8											
011513	Remove Existing Manhole Ring and Cover		3	\$900.00	\$2,700.00												
011514	Concrete Surfacing Removal		207	\$19.00	\$3,933.00	-29.9											
011515	US 2 North Ditch Improvements		1	\$10,000.00	\$10,000.00												
011516	US 2 South Ditch Improvements		1	\$14,000.00	\$14,000.00												
011517	US 2 West Ditch Improvements		1	\$15,000.00	\$15,000.00												
011518	US 2 West Approach Improvements		1	\$1,000.00	\$1,000.00												
011519	Onfield Ave Ditch Improvements		1	\$9,000.00	\$9,000.00												
011520	South Ditch Improvements		1	\$45,000.00	\$45,000.00												
011521	Main Street Detention Pond		1	\$25,000.00	\$25,000.00												
011522	5th Street South Detention Pond		1	\$2,500.00	\$2,500.00												
011523	Regrade Intersection Approach		1	\$1,000.00	\$1,000.00	-1.0											
011524	Expansive Pavement		1	\$200.00	\$200.00												
011525	Type I Concrete Curb Ramp		1	\$9,000.00	\$9,000.00	-1.0											
011526	Type II Concrete Curb Ramp		4	\$6,500.00	\$26,000.00	-4.0											
011527	Type III Concrete Curb Ramp		4	\$4,500.00	\$18,000.00	-4.0											
011528	Type IV Concrete Curb Ramp		4	\$4,500.00	\$18,000.00												
011529	Type V Concrete Curb Ramp		4	\$5,200.00	\$20,800.00												
011530	Implosion System Repair		1	\$7,000.00	\$7,000.00												
011531	17' Catch Basin		1	\$1,200.00	\$1,200.00												
011532	Cross Existing Storm		4	\$1,600.00	\$6,400.00												
011533	Welded Fluorine		199786	\$4.00	\$799,144.00	-199.786%											
011534	Aggregate Treatment		1030	\$1.20	\$1,236.00	-312.0											
011535	Combined Aggregate Course		5271	\$61.00	\$321,621.00	-4,176.0											
011536	Commercial Mix 644-18		1736	\$172.00	\$298,632.00	-1,460.0											
011537	Emulsified Asphalt CR-2P		727	\$1.00	\$727.00	-242.0											
011538	Crack Type 2		1837	\$1.00	\$1,837.00	-601.0											
011539	Fuel Sweep and Erosion		0	\$15,000.00	\$0.00	0.0											
011540	Rebar Pipe Culvert		1	\$22.00	\$22.00												
011541	12" RCP RIR CL 3		2094	\$62.00	\$130,068.00	-317.0											
011542	15" RCP RIR CL 3		308	\$64.00	\$19,712.00	-218.0											
011543	18" RCP RIR CL 3		2124	\$53.00	\$112,572.00	-1,972.0											
011544	24" RCP RIR CL 3		1340	\$65.00	\$88,100.00	-1,042.0											
011545	30" RCP RIR CL 3		389	\$99.00	\$38,501.00	-2,012.0											
011546	36" RCP RIR CL 3		149	\$114.00	\$16,986.00	-219.0											
011547	42" RCP RIR CL 3		1168	\$143.00	\$167,384.00												
011548	48" RCP RIR CL 3		860	\$173.00	\$148,620.00												
011549	54" RCP RIR CL 3		2239	\$210.00	\$470,390.00												
011550	60" RCP RIR CL 3		266	\$78.00	\$20,748.00												
011551	24" x 24" x 18" RCPA CL 3		132	\$98.00	\$12,936.00												
011552	36" x 36" x 12" RCPA CL 3		130	\$170.00	\$22,100.00												
011553	Bedding		469	\$38.00	\$17,822.00	-1,826.0											
011554	Foundation Material		2003	\$38.00	\$76,114.00	-1,179.0											
011555	Type I Drop Inlet		32	\$1,300.00	\$41,600.00	-1.0											
011556	Type IV Drop Inlet		1	\$1,600.00	\$1,600.00	-1.0											
011557	Type V Drop Inlet		64	\$4,500.00	\$288,000.00	-45.0											
011558	Type I Field Inlet		3	\$2,500.00	\$7,500.00	-2.0											
011559	48" Type 3 Manhole		10	\$2,000.00	\$20,000.00	-0.0											
011560	60" Type 3 Manhole		16	\$4,000.00	\$64,000.00	-14.0											
011561	72" Type 3 Manhole		10	\$2,000.00	\$20,000.00	-1.0											
011562	84" Type 3 Manhole		2	\$10,000.00	\$20,000.00	-1.0											
011563	96" Type 3 Manhole		2	\$10,000.00	\$20,000.00	-1.0											
011564	108" Type 3 Manhole		2	\$10,000.00	\$20,000.00	-1.0											
011565	120" Type 3 Manhole		2	\$10,000.00	\$20,000.00	-1.0											
011566	60" Comb. Type I Drop Inlet/Type 3 Manhole		1	\$1,600.00	\$1,600.00												
011567	60" Comb. Type V Drop Inlet/Type 3 Manhole		2	\$1,400.00	\$2,800.00												
011568	72" Comb. Type I Field Inlet/Type 3 Manhole		1	\$7,200.00	\$7,200.00												
011569	72" Comb. Type V Drop Inlet/Type 3 Manhole		4	\$2,500.00	\$10,000.00												
011570	72" Comb. Type I Field Inlet/Type 3 Manhole		2	\$2,000.00	\$4,000.00												
011571	84" Comb. Type I Field Inlet/Type 3 Manhole		1	\$6,000.00	\$6,000.00												
011572	84" Comb. Type V Drop Inlet/Type 3 Manhole		2	\$22,000.00	\$44,000.00	-219.0											
011573	Curb and Gutter		299	\$30.00	\$8,970.00	-744.0											
011574	Concrete Valley Gutter		76	\$130.00	\$9,980.00	-74.0											
011575	Soiling		140	\$15.00	\$2,100.00												
011576	Class II Riprap		143	\$121.00	\$17,307.00	-100.0											
011577	Stripping White Paint		4	\$165.00	\$660.00												
011578	Stripping Yellow Paint		4	\$165.00	\$660.00												
011579	Stripping White Epoxy		2	\$900.00	\$1,800.00												
011580	Stripping Yellow Epoxy		2	\$900.00	\$1,800.00												
011581	Yellow Curb Epoxy		4	\$400.00	\$1,600.00												
011582	Impose Concrete Sealant		261	\$2.00	\$522.00	-119.0											
011583	Subsurface Draining Geotextile		13119	\$1.25	\$16,400.00	-5,705.0											
011584	DNV# Coating		1	\$10,000.00	\$10,000.00												
011585	Hydraulic Sealing		13655	\$2.35	\$32,069.00	-11,095.0											
011586	Hydraulic Sealing		13655	\$2.35	\$32,069.00	-11,095.0											
011587	Hydraulic Sealing		13655	\$2.35	\$32,069.00	-11,095.0											

# Stored Material Summary

# Contractor's Application

For (contract):						Shelby Storm Water Improvements Base Bid as Modified by Change Order I				Application Number:		1	
Application Period:						4/10/2017 To 5/6/2017				Application Date:		5/8/2017	
A	B	C			D		E		F		G		
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)				
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)					
HE00002589	1	29X8.0 CL 4Arch			5/2017		\$7,768.00					\$7,768.00	
<b>Totals</b>							\$7,768.00					\$7,768.00	



Helena Sand & Gravel  
 P O Box 3366  
 Spokane WA 99220-3366

Invoice: HE00002589  
 Invoice Date: 5/4/2017  
 Due Date: 6/4/2017  
 Forterra Order #: 6017074P11  
 Customer PO #:  
 Customer #: 435104  
 Delivery Order #: DH0000293155

Ship To: Shelby - Stormwater Improvements

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
<b>PIRun 1</b>								
29x4.0 CL4 Arch	DH0000293155	1.00	4.00	55.70	222.80	0%	55.70	222.80
29x8.0 CL4 Arch	DH0000293155	16.00	128.00	55.70	7,129.60	0%	55.70	7,129.60
Joint Seal Ezstik .75"X14.5'	DH0000293155	10.00	0.00	16.60	166.00	0%	16.60	166.00
Tie Rod Adj 12"-27" A-3101 Threaded	DH0000293155	8.00	0.00	31.20	249.60	0%	31.20	249.60

Invoices are due Net 30 Days	Retail Subtotal	7,768.00
Past Due Amounts are subject to 1 1/2% Finance Charge per month	Discount	0.00
<b>Please make sure your account balance is brought current and in good standing.</b>	Net Price	7,768.00
<b>Product returns of standard items must be made within a 6 month period.</b>	Freight Charge	0.00
	Misc Charges	0.00
	Prepaid Amount	0.00
	<b>Net Total</b>	<b>\$7,768.00</b>
Please contact me with any questions or should you need anything John Sharp... John.Sharp@forterrabp.com or 763-694-3252	<b>Due Date</b>	<b>6/4/2017</b>

To ensure proper credit, please detach this portion and return with remittance

Forterra Pipe & Precast

REMIT TO: Forterra Pipe & Precast  
 P O Box 74008199  
 Chicago, IL 60674-8199

Helena Sand & Gravel  
 Customer #: 435104  
 Invoice: HE00002589  
 Invoice Date: 5/4/2017  
 Due Date: 6/4/2017  
 Amount Due: \$7,768.00  
 Amount Enclosed: