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CITY OF SHELBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 4 / 19

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Fund	Account	Received		Estimated Revenue	Revenue	%
		Current Month	Received YTD		To Be Received	Received
1000 GENERAL						
310000 TAXES						
311010	Real Prop-Current	0.00	360,035.63	495,000.00	134,964.37	73 %
311021	Mobile Home-Current	0.00	46.25	2,500.00	2,453.75	2 %
311022	Pers Prop-Current	0.00	13,907.61	15,000.00	1,092.39	93 %
311040	Centrally Assessed	0.00	30,169.60	48,000.00	17,830.40	63 %
311510	Real Prop-Delinquent	4,815.83	77,482.05	80,000.00	2,517.95	97 %
311521	Mobile Home-Delinquent	34.26	1,647.70	1,200.00	-447.70	137 %
311522	Pers Prop-Delinquent	0.00	6,019.74	400.00	-5,619.74	*** %
312000	Pen & Int on Delinq & Protested Taxes	99.44	1,555.68	2,000.00	444.32	78 %
314140	Local Option Tax	5,277.77	64,088.07	65,000.00	911.93	99 %
	Account Group Total:	10,227.30	554,952.33	709,100.00	154,147.67	78 %
320000 LICENSES AND PERMITS						
321010	Motor Vehicle Plate Fees	0.00	0.00	500.00	500.00	0 %
322010	Alcoholic Beverage Licenses	0.00	3,787.36	4,000.00	212.64	95 %
322020	Business Licenses/Permits	12.50	1,925.00	6,000.00	4,075.00	32 %
322030	Itinerant & Transient Licenses	0.00	25.00	130.00	105.00	19 %
322050	Franchise Cable TV	0.00	0.00	4,000.00	4,000.00	0 %
323010	Building Permits & Related Permits	496.00	17,388.00	14,000.00	-3,388.00	124 %
323030	Dog Lic/Pnd Fees/Rabies Shots	180.00	4,671.00	5,500.00	829.00	85 %
	Account Group Total:	688.50	27,796.36	34,130.00	6,333.64	81 %
330000 INTERGOVERNMENTAL REVENUES						
331053	FRA USDOT GRANT	0.00	0.00	953,954.00	953,954.00	0 %
331092	Recycling Program Grant	588.50	727.25	0.00	-727.25	** %
334132	Urban Forestry Grant	0.00	0.00	17,750.00	17,750.00	0 %
334140	Cultural Trust Grant	0.00	0.00	3,500.00	3,500.00	0 %
335040	Gasoline Tax Apportionment	7,499.19	108,910.77	92,000.00	-16,910.77	118 %
335065	Oil & Gas Distribution	0.00	0.00	10,000.00	10,000.00	0 %
335120	Permits-Video Gaming Machine	0.00	11,900.00	13,000.00	1,100.00	92 %
335230	State Entitlement Share	0.00	390,214.95	515,000.00	124,785.05	76 %
338001	Toole Cty for Fire Department	0.00	18,000.00	36,000.00	18,000.00	50 %
338002	School Dist #14 - NW ballfield at Shel-oole	0.00	1,000.00	0.00	-1,000.00	** %
	Account Group Total:	8,087.69	530,752.97	1,641,204.00	1,110,451.03	32 %
340000 CHARGES FOR SERVICES						
341010	Sale of Maps, Photocopies, etc.	0.00	25.00	1,000.00	975.00	3 %
341013	Lawn Mowing-Residents	0.00	2,912.00	1,500.00	-1,412.00	194 %
343010	Street Charges for Services	30.00	9,573.47	4,000.00	-5,573.47	239 %
343018	Sale of Materials	0.00	0.00	100.00	100.00	0 %
346010	Civic Center User Fees	326.00	3,638.00	6,000.00	2,362.00	61 %
346011	Civic Center Fund Raiser Proceeds	0.00	0.00	4,000.00	4,000.00	0 %
346012	Recreation Passes	3,806.00	33,605.50	45,000.00	11,394.50	75 %
346016	Pool Splash Park Fund Raiser Proceeds	0.00	1,000.00	5,000.00	4,000.00	20 %
346030	Swimming Pool User Fees	0.00	2,222.00	5,000.00	2,778.00	44 %
346041	Williamson Park Camping Fees	0.00	205.61	1,000.00	794.39	21 %
346042	Lake Shel-oole Camping Fees	0.00	4,101.81	7,000.00	2,898.19	59 %
	Account Group Total:	4,162.00	57,283.39	79,600.00	22,316.61	72 %

350000 FINES AND FORFEITURES

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1000 GENERAL						
351030	Fines & Forfeitures	3,716.00	15,737.75	16,000.00	262.25	98 %
	Account Group Total:	3,716.00	15,737.75	16,000.00	262.25	98 %
360000 MISCELLANEOUS REVENUE						
361003	Land Rental-Industrial Park	0.00	8,579.50	9,800.00	1,220.50	88 %
361008	Historic City Hall & Land Rent-Chamber of	250.00	2,500.00	3,000.00	500.00	83 %
361012	Food Pantry Lease-Civic Center	0.00	12.00	12.00	0.00	100 %
361014	Property Sales	0.00	6,000.00	15,000.00	9,000.00	40 %
362002	Miscellaneous	-241.23	6,114.13	20,000.00	13,885.87	31 %
362003	Cash Over/Short	0.00	-49.75	0.00	49.75	** %
362004	MRE/SG Capital Credit	0.00	6,192.61	10,000.00	3,807.39	62 %
362005	Weed Abatement	814.00	3,782.35	1,500.00	-2,282.35	252 %
363040	Special Assessments-P&I (Penalty & Interest)	19.84	214.36	213.00	-1.36	101 %
365000	Contributions & Donations	0.00	5,500.00	0.00	-5,500.00	** %
	Account Group Total:	842.61	38,845.20	59,525.00	20,679.80	65 %
370000 INVESTMENT AND ROYALTY EARNINGS						
371002	Gain on Investment Hot Mix Plant	0.00	356.02	1,500.00	1,143.98	24 %
371010	Interest Earnings	195.47	4,375.98	15,000.00	10,624.02	29 %
	Account Group Total:	195.47	4,732.00	16,500.00	11,768.00	29 %
380000 OTHER FINANCING SOURCES						
383006	Transfer In from other funds	0.00	0.00	77,000.00	77,000.00	0 %
	Account Group Total:	0.00	0.00	77,000.00	77,000.00	0 %
	Fund Total:	27,919.57	1,230,100.00	2,633,059.00	1,402,959.00	47 %
2190 COMPREHENSIVE LIABILITY						
310000 TAXES						
311010	Real Prop-Current	0.00	5,003.20	7,416.00	2,412.80	67 %
311021	Mobile Home-Current	0.00	0.64	10.00	9.36	6 %
311022	Pers Prop-Current	0.00	193.36	287.00	93.64	67 %
311040	Centrally Assessed	0.00	419.25	981.00	561.75	43 %
311510	Real Prop-Delinquent	66.92	1,076.96	819.00	-257.96	131 %
311521	Mobile Home-Delinquent	0.48	22.92	12.00	-10.92	191 %
311522	Pers Prop-Delinquent	0.00	83.69	12.00	-71.69	697 %
312000	Pen & Int on Delinq & Protested Taxes	1.38	21.63	80.00	58.37	27 %
314140	Local Option Tax	0.00	0.00	832.00	832.00	0 %
	Account Group Total:	68.78	6,821.65	10,449.00	3,627.35	65 %
330000 INTERGOVERNMENTAL REVENUES						
339000	PILT (Healthcare & Ambulance bldg)	0.00	0.00	50.00	50.00	0 %
	Account Group Total:	0.00	0.00	50.00	50.00	0 %
360000 MISCELLANEOUS REVENUE						
362002	Miscellaneous	0.00	0.00	2,912.00	2,912.00	0 %
	Account Group Total:	0.00	0.00	2,912.00	2,912.00	0 %

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	Fund Total:	68.78	6,821.65	13,411.00	6,589.35	51 %	
2260 DISASTER-FLOOD WLSMN PARK							
310000 TAXES							
311010	Real Prop-Current	0.00	3,438.52	5,000.00	1,561.48	69 %	
311021	Mobile Home-Current	0.00	0.45	0.00	-0.45	** %	
311022	Pers Prop-Current	0.00	134.75	0.00	-134.75	** %	
311040	Centrally Assessed	0.00	288.20	0.00	-288.20	** %	
311510	Real Prop-Delinquent	46.06	745.09	0.00	-745.09	** %	
311521	Mobile Home-Delinquent	0.34	16.12	0.00	-16.12	** %	
311522	Pers Prop-Delinquent	0.00	58.32	0.00	-58.32	** %	
312000	Pen & Int on Delinq & Protested Taxes	0.97	15.15	0.00	-15.15	** %	
	Account Group Total:	47.37	4,696.60	5,000.00	303.40	94 %	
	Fund Total:	47.37	4,696.60	5,000.00	303.40	94 %	
2310 TAX INCREMENT FINANCING DISTRICT (TIFD)							
310000 TAXES							
311022	Pers Prop-Current	0.00	3,359.58	0.00	-3,359.58	** %	
	Account Group Total:	0.00	3,359.58	0.00	-3,359.58	** %	
360000 MISCELLANEOUS REVENUE							
363010	Maint. Assess-Current	0.00	63,797.24	150,000.00	86,202.76	43 %	
	Account Group Total:	0.00	63,797.24	150,000.00	86,202.76	43 %	
	Fund Total:	0.00	67,156.82	150,000.00	82,843.18	45 %	
2320 ECONOMIC DEVELOPMENT							
330000 INTERGOVERNMENTAL REVENUES							
331043	EDA	0.00	0.00	33,000.00	33,000.00	0 %	
	Account Group Total:	0.00	0.00	33,000.00	33,000.00	0 %	
	Fund Total:	0.00	0.00	33,000.00	33,000.00	0 %	
2370 P.E.R.S.-EMPLOYER CONTRIBUTION							
310000 TAXES							
311010	Real Prop-Current	0.00	7,891.82	11,804.00	3,912.18	67 %	
311021	Mobile Home-Current	0.00	1.01	80.00	78.99	1 %	
311022	Pers Prop-Current	0.00	305.19	475.00	169.81	64 %	
311040	Centrally Assessed	0.00	661.32	1,352.00	690.68	49 %	
311510	Real Prop-Delinquent	105.57	1,699.23	400.00	-1,299.23	425 %	
311521	Mobile Home-Delinquent	0.75	36.14	18.00	-18.14	201 %	
311522	Pers Prop-Delinquent	0.00	132.10	14.00	-118.10	944 %	
312000	Pen & Int on Delinq & Protested Taxes	2.18	34.17	98.00	63.83	35 %	
314140	Local Option Tax	0.00	0.00	1,313.00	1,313.00	0 %	

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2370 P.E.R.S.-EMPLOYER CONTRIBUTION						
	Account Group Total:	108.50	10,760.98	15,554.00	4,793.02	69 %
330000 INTERGOVERNMENTAL REVENUES						
339000	PILT (Healthcare & Ambulance bldg)	0.00	0.00	60.00	60.00	0 %
	Account Group Total:	0.00	0.00	60.00	60.00	0 %
	Fund Total:	108.50	10,760.98	15,614.00	4,853.02	69 %
2371 HEALTH INSURANCE-EMPLOYER CONTRIBUTION						
310000 TAXES						
311010	Real Prop-Current	0.00	15,216.45	23,342.00	8,125.55	65 %
311021	Mobile Home-Current	0.00	1.95	31.00	29.05	6 %
311022	Pers Prop-Current	0.00	588.15	903.00	314.85	65 %
311040	Centrally Assessed	0.00	1,275.09	3,087.00	1,811.91	41 %
311510	Real Prop-Delinquent	203.55	3,275.73	1,500.00	-1,775.73	218 %
311521	Mobile Home-Delinquent	1.45	69.91	34.00	-35.91	206 %
311522	Pers Prop-Delinquent	0.00	254.57	19.00	-235.57	*** %
312000	Pen & Int on Delinq & Protested Taxes	4.20	65.89	159.00	93.11	41 %
314140	Local Option Tax	0.00	0.00	2,616.00	2,616.00	0 %
	Account Group Total:	209.20	20,747.74	31,691.00	10,943.26	65 %
330000 INTERGOVERNMENTAL REVENUES						
339000	PILT (Healthcare & Ambulance bldg)	0.00	0.00	100.00	100.00	0 %
	Account Group Total:	0.00	0.00	100.00	100.00	0 %
	Fund Total:	209.20	20,747.74	31,791.00	11,043.26	65 %
2372 PERMISSIVE MEDICAL LEVY						
310000 TAXES						
311510	Real Prop-Delinquent	0.00	8.08	0.00	-8.08	** %
311521	Mobile Home-Delinquent	0.00	15.38	0.00	-15.38	** %
312000	Pen & Int on Delinq & Protested Taxes	0.00	5.60	0.00	-5.60	** %
	Account Group Total:	0.00	29.06	0.00	-29.06	** %
380000 OTHER FINANCING SOURCES						
383006	Transfer In from other funds	0.00	0.00	11,279.00	11,279.00	0 %
	Account Group Total:	0.00	0.00	11,279.00	11,279.00	0 %
	Fund Total:	0.00	29.06	11,279.00	11,249.94	0 %

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2395 MARIAS VALLEY GOLF & COUNTRY CLUB						
360000 MISCELLANEOUS REVENUE						
362002	Miscellaneous	0.00	1,200.00	1,200.00	0.00	100 %
	Account Group Total:	0.00	1,200.00	1,200.00	0.00	100 %
	Fund Total:	0.00	1,200.00	1,200.00	0.00	100 %
2396 REC FACILITIES PASS (DONATIONS)						
360000 MISCELLANEOUS REVENUE						
365005	City Recreation Pass Donations	500.00	510.00	1,000.00	490.00	51 %
	Account Group Total:	500.00	510.00	1,000.00	490.00	51 %
	Fund Total:	500.00	510.00	1,000.00	490.00	51 %
2399 REVOLVING LOAN						
360000 MISCELLANEOUS REVENUE						
362002	Miscellaneous	0.00	0.00	2,091.00	2,091.00	0 %
362015	Home Grant Lien Payoff	0.00	0.00	9,053.00	9,053.00	0 %
	Account Group Total:	0.00	0.00	11,144.00	11,144.00	0 %
370000 INVESTMENT AND ROYALTY EARNINGS						
373020	Principal on USARL	504.35	9,043.50	5,913.00	-3,130.50	153 %
	Account Group Total:	504.35	9,043.50	5,913.00	-3,130.50	153 %
	Fund Total:	504.35	9,043.50	17,057.00	8,013.50	53 %
2400 STREET LIGHTING DISTRICT NO. 35						
360000 MISCELLANEOUS REVENUE						
363010	Maint. Assess-Current	0.00	35,370.00	72,000.00	36,630.00	49 %
363040	Special Assessments-P&I (Penalty & Interest)	38.11	361.36	399.00	37.64	91 %
363510	Maint. Assess-Delinquent	1,169.12	13,960.50	6,500.00	-7,460.50	215 %
	Account Group Total:	1,207.23	49,691.86	78,899.00	29,207.14	63 %
	Fund Total:	1,207.23	49,691.86	78,899.00	29,207.14	63 %
2500 STREET MAINTENANCE DISTRICT NO. 1						
360000 MISCELLANEOUS REVENUE						
363010	Maint. Assess-Current	0.00	130,383.63	195,000.00	64,616.37	67 %
363040	Special Assessments-P&I (Penalty & Interest)	137.11	1,229.61	2,382.00	1,152.39	52 %
363510	Maint. Assess-Delinquent	4,149.58	40,985.31	19,000.00	-21,985.31	216 %
	Account Group Total:	4,286.69	172,598.55	216,382.00	43,783.45	80 %
380000 OTHER FINANCING SOURCES						

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2500 STREET MAINTENANCE DISTRICT NO. 1						
383006	Transfer In from other funds	0.00	0.00	23,746.00	23,746.00	0 %
	Account Group Total:	0.00	0.00	23,746.00	23,746.00	0 %
	Fund Total:	4,286.69	172,598.55	240,128.00	67,529.45	72 %
2550 2012 CURB GUTTER & SIDEWALK SID						
360000 MISCELLANEOUS REVENUE						
363030	CGS Assessments-Current	0.00	12,856.93	34,978.00	22,121.07	37 %
363040	Special Assessments-P&I (Penalty & Interest)	0.00	55.54	0.00	-55.54	** %
363530	CGS Assessments-Delinquent	0.00	4,186.91	7,432.00	3,245.09	56 %
	Account Group Total:	0.00	17,099.38	42,410.00	25,310.62	40 %
380000 OTHER FINANCING SOURCES						
383006	Transfer In from other funds	0.00	0.00	96,892.00	96,892.00	0 %
	Account Group Total:	0.00	0.00	96,892.00	96,892.00	0 %
	Fund Total:	0.00	17,099.38	139,302.00	122,202.62	12 %
2600 PARK MAINTENANCE DISTRICT #1						
330000 INTERGOVERNMENTAL REVENUES						
334125	Fish, Wildlife & Parks Grant	0.00	3,545.00	75,000.00	71,455.00	5 %
	Account Group Total:	0.00	3,545.00	75,000.00	71,455.00	5 %
360000 MISCELLANEOUS REVENUE						
363010	Maint. Assess-Current	0.00	22,073.18	40,089.00	18,015.82	55 %
363040	Special Assessments-P&I (Penalty & Interest)	6.11	94.03	223.00	128.97	42 %
363510	Maint. Assess-Delinquent	296.37	4,841.92	5,524.00	682.08	88 %
	Account Group Total:	302.48	27,009.13	45,836.00	18,826.87	59 %
370000 INVESTMENT AND ROYALTY EARNINGS						
371010	Interest Earnings	0.00	0.00	200.00	200.00	0 %
	Account Group Total:	0.00	0.00	200.00	200.00	0 %
	Fund Total:	302.48	30,554.13	121,036.00	90,481.87	25 %
2810 POLICE PENSION & TRAINING (3RD CLASS CITIES)						
330000 INTERGOVERNMENTAL REVENUES						
335050	Insurance Premium Apportionment (Fire Dept)	0.00	5,057.00	5,224.00	167.00	97 %
	Account Group Total:	0.00	5,057.00	5,224.00	167.00	97 %
	Fund Total:	0.00	5,057.00	5,224.00	167.00	97 %

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2920 TRAILS GRANT						
330000 INTERGOVERNMENTAL REVENUES						
334125	Fish, Wildlife & Parks Grant	0.00	0.00	76,000.00	76,000.00	0 %
Account Group Total:		0.00	0.00	76,000.00	76,000.00	0 %
Fund Total:		0.00	0.00	76,000.00	76,000.00	0 %
2936 WILLIAMSON BLDG RENOVATIONS						
360000 MISCELLANEOUS REVENUE						
361014	Property Sales	0.00	0.00	350,000.00	350,000.00	0 %
362002	Miscellaneous	4,350.00	49,226.00	50,000.00	774.00	98 %
Account Group Total:		4,350.00	49,226.00	400,000.00	350,774.00	12 %
Fund Total:		4,350.00	49,226.00	400,000.00	350,774.00	12 %
3035 2006 FIRE HALL G.O.B.						
310000 TAXES						
311010	Real Prop-Current	0.00	53,300.47	75,599.00	22,298.53	71 %
311021	Mobile Home-Current	0.00	6.99	96.00	89.01	7 %
311022	Pers Prop-Current	0.00	2,104.71	2,833.00	728.29	74 %
311040	Centrally Assessed	0.00	4,467.78	9,960.00	5,492.22	45 %
311510	Real Prop-Delinquent	713.90	11,586.35	3,500.00	-8,086.35	331 %
311521	Mobile Home-Delinquent	5.18	248.30	630.00	381.70	39 %
311522	Pers Prop-Delinquent	0.00	910.99	77.00	-833.99	*** %
312000	Pen & Int on Delinq & Protested Taxes	14.90	234.74	700.00	465.26	34 %
Account Group Total:		733.98	72,860.33	93,395.00	20,534.67	78 %
Fund Total:		733.98	72,860.33	93,395.00	20,534.67	78 %
4000 CAPITAL PROJECTS FUND						
370000 INVESTMENT AND ROYALTY EARNINGS						
371010	Interest Earnings	4,124.33	28,369.01	0.00	-28,369.01	** %
Account Group Total:		4,124.33	28,369.01	0.00	-28,369.01	** %
Fund Total:		4,124.33	28,369.01	0.00	-28,369.01	** %
5210 WATER UTILITY						
330000 INTERGOVERNMENTAL REVENUES						
331043	EDA	44,634.36	44,634.36	0.00	-44,634.36	** %
334120	TSEP Grant	0.00	0.00	750,000.00	750,000.00	0 %
337100	NCMRWA GRANT	20,728.74	57,904.51	0.00	-57,904.51	** %
Account Group Total:		65,363.10	102,538.87	750,000.00	647,461.13	14 %

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5210 WATER UTILITY						
340000 CHARGES FOR SERVICES						
343021	Metered Water Charges	112,623.78	1,113,522.25	1,417,000.00	303,477.75	79 %
343023	Bulk Water Sales (dispenser)	138.00	937.00	2,500.00	1,563.00	37 %
343026	Water Tapping Permit	0.00	16,633.34	8,000.00	-8,633.34	208 %
343027	Miscellaneous Revenue	780.00	1,257,202.00	1,512,000.00	254,798.00	83 %
343028	Utility Billing Late Fees	603.00	6,107.00	7,775.00	1,668.00	79 %
	Account Group Total:	114,144.78	2,394,401.59	2,947,275.00	552,873.41	81 %
360000 MISCELLANEOUS REVENUE						
362002	Miscellaneous	0.00	786.70	9,000.00	8,213.30	9 %
363050	Special Assessments-Enterprise Fund	0.00	0.00	790.00	790.00	0 %
	Account Group Total:	0.00	786.70	9,790.00	9,003.30	8 %
370000 INVESTMENT AND ROYALTY EARNINGS						
371010	Interest Earnings	0.00	0.00	100.00	100.00	0 %
	Account Group Total:	0.00	0.00	100.00	100.00	0 %
380000 OTHER FINANCING SOURCES						
380101	CDBG/EDA	0.00	0.00	1,072,000.00	1,072,000.00	0 %
	Account Group Total:	0.00	0.00	1,072,000.00	1,072,000.00	0 %
	Fund Total:	179,507.88	2,497,727.16	4,779,165.00	2,281,437.84	52 %
5310 SEWER UTILITY						
340000 CHARGES FOR SERVICES						
343031	Sewer Service Charges	72,211.27	665,612.22	835,000.00	169,387.78	80 %
343033	Sewer Tapping Permits	0.00	14,320.00	7,000.00	-7,320.00	205 %
343037	Miscellaneous Revenue	0.00	15.00	300.00	285.00	5 %
343038	Utility Billing Late Fees	201.00	2,099.00	2,620.00	521.00	80 %
	Account Group Total:	72,412.27	682,046.22	844,920.00	162,873.78	81 %
360000 MISCELLANEOUS REVENUE						
362002	Miscellaneous	0.00	220.00	0.00	-220.00	** %
	Account Group Total:	0.00	220.00	0.00	-220.00	** %
380000 OTHER FINANCING SOURCES						
381073	SRF Loan Proceeds	0.00	1,490,125.00	3,650,000.00	2,159,875.00	41 %
383002	Interfund Operating Transfers In from General	0.00	88,448.96	88,449.00	0.04	100 %
	Account Group Total:	0.00	1,578,573.96	3,738,449.00	2,159,875.04	42 %
	Fund Total:	72,412.27	2,260,840.18	4,583,369.00	2,322,528.82	49 %

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CITY OF SHELBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 4 / 19

Page: 9 of 10
Report ID: B110C

Fund	Account	Received	Received YTD	Estimated Revenue	Revenue	%
		Current Month			To Be Received	Received
5410 SOLID WASTE UTILITY						
340000 CHARGES FOR SERVICES						
341030	Junk Vehicle Disposal	0.00	1,846.00	422.00	-1,424.00	437 %
343041	Garbage Collection Charges	27,150.62	270,103.52	320,000.00	49,896.48	84 %
343042	Landfill Disposal Charges	38,537.64	394,212.02	480,000.00	85,787.98	82 %
343044	Dump Permits	0.00	5,047.00	17,000.00	11,953.00	30 %
343047	Miscellaneous Revenue	0.00	15.00	35.00	20.00	43 %
343048	Utility Billing Late Fees	201.00	2,099.00	2,600.00	501.00	81 %
	Account Group Total:	65,889.26	673,322.54	820,057.00	146,734.46	82 %
360000 MISCELLANEOUS REVENUE						
361010	Pasture Lease (land by landfill)	0.00	200.00	0.00	-200.00	** %
362002	Miscellaneous	636.54	79,315.84	65,000.00	-14,315.84	122 %
	Account Group Total:	636.54	79,515.84	65,000.00	-14,515.84	122 %
370000 INVESTMENT AND ROYALTY EARNINGS						
371010	Interest Earnings	0.00	16,004.00	16,000.00	-4.00	100 %
	Account Group Total:	0.00	16,004.00	16,000.00	-4.00	100 %
380000 OTHER FINANCING SOURCES						
381071	Loan/New Equipment	0.00	0.00	348,905.00	348,905.00	0 %
	Account Group Total:	0.00	0.00	348,905.00	348,905.00	0 %
	Fund Total:	66,525.80	768,842.38	1,249,962.00	481,119.62	62 %
5720 STORM DRAINAGE						
310000 TAXES						
311020	Pers Prop-Current (rolled over to 311022)	0.00	6,904.29	0.00	-6,904.29	** %
	Account Group Total:	0.00	6,904.29	0.00	-6,904.29	** %
330000 INTERGOVERNMENTAL REVENUES						
334040	MDOT Grant	0.00	42,336.56	112,821.00	70,484.44	38 %
334120	TSEP Grant	0.00	549,860.48	577,839.00	27,978.52	95 %
	Account Group Total:	0.00	592,197.04	690,660.00	98,462.96	86 %
340000 CHARGES FOR SERVICES						
343010	Street Charges for Services	19,635.92	188,718.49	220,000.00	31,281.51	86 %
	Account Group Total:	19,635.92	188,718.49	220,000.00	31,281.51	86 %
360000 MISCELLANEOUS REVENUE						
363010	Maint. Assess-Current	0.00	32,257.13	60,000.00	27,742.87	54 %
363040	Special Assessments-P&I (Penalty & Interest)	39.63	205.44	0.00	-205.44	** %
363510	Maint. Assess-Delinquent	1,026.53	11,349.88	0.00	-11,349.88	** %
	Account Group Total:	1,066.16	43,812.45	60,000.00	16,187.55	73 %
380000 OTHER FINANCING SOURCES						
381070	Loan/Bond Proceeds	0.00	574,019.00	3,091,143.00	2,517,124.00	19 %
	Account Group Total:	0.00	574,019.00	3,091,143.00	2,517,124.00	19 %

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CITY OF SHELBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 4 / 19

Page: 10 of 10
Report ID: B110C

Fund	Account	Received		Received YTD	Estimated Revenue	Revenue	
		Current Month				To Be Received	% Received
	Fund Total:	20,702.08		1,405,651.27	4,061,803.00	2,656,151.73	35 %
7060 SHELBY ENERGY SHARE							
370000 INVESTMENT AND ROYALTY EARNINGS							
	371010 Interest Earnings	242.03		981.60	1,200.00	218.40	82 %
	Account Group Total:	242.03		981.60	1,200.00	218.40	82 %
	Fund Total:	242.03		981.60	1,200.00	218.40	82 %
7061 LOCAL DISASTER RELIEF							
370000 INVESTMENT AND ROYALTY EARNINGS							
	371010 Interest Earnings	242.03		981.60	1,200.00	218.40	82 %
	Account Group Total:	242.03		981.60	1,200.00	218.40	82 %
	Fund Total:	242.03		981.60	1,200.00	218.40	82 %
7120 FIRE RELIEF							
330000 INTERGOVERNMENTAL REVENUES							
	335050 Insurance Premium Apportionment (Fire Dept)	0.00		5,057.00	5,224.00	167.00	97 %
	Account Group Total:	0.00		5,057.00	5,224.00	167.00	97 %
	Fund Total:	0.00		5,057.00	5,224.00	167.00	97 %
7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID)							
310000 TAXES							
	315200 TBID Assessment Collections	5,626.00		47,395.00	45,000.00	-2,395.00	105 %
	Account Group Total:	5,626.00		47,395.00	45,000.00	-2,395.00	105 %
	Fund Total:	5,626.00		47,395.00	45,000.00	-2,395.00	105 %
7427 SPECIALTY LICENSE PLATES (SHELBY)							
360000 MISCELLANEOUS REVENUE							
	362002 Miscellaneous	180.00		2,920.00	5,000.00	2,080.00	58 %
	Account Group Total:	180.00		2,920.00	5,000.00	2,080.00	58 %
	Fund Total:	180.00		2,920.00	5,000.00	2,080.00	58 %
	Grand Total:	389,800.57		8,766,918.80	18,798,318.00	10,031,399.20	47 %

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

2017-2018		July	August	September	October	November	December	January	February	March	April	May	June
Beginning Cash		3,408,134	2,848,084	2,862,919	3,044,712	3,274,059	3,044,203	3,422,380	3,437,627	3,500,056	3,640,634	3,787,692	3,813,199
Receipts		338,319	365,123	415,564	595,960	695,489	939,497	401,575	315,020	440,717	423,878	410,200	1,078,211
Disbursements		(898,369)	(350,288)	(234,212)	(366,162)	(925,345)	(559,326)	(386,327)	(252,591)	(300,139)	(276,819)	(384,694)	(472,360)
Cash Balance		2,848,084	2,862,919	3,044,272	3,274,509	3,044,203	3,424,374	3,437,627	3,500,056	3,640,634	3,787,692	3,813,199	4,419,050
Outstanding Warrants		(208,848)	(99,188)	(138,811)	(579,195)	(265,735)	(64,242)	(40,011)	(180,885)	(229,244)	(231,758)	(281,956)	(157,317)
Balance		2,639,235.93	2,763,731.56	2,905,460.66	2,695,314.20	2,778,468.44	3,360,132.63	3,397,615.83	3,319,171.81	3,411,389.42	3,555,934.05	3,531,243.27	4,261,733.02
General Fund Balance		1,080,270	1,042,860	1,106,918	1,169,166	1,128,799	1,146,586	1,317,293	1,285,537	1,344,812	1,245,577	1,192,451	1,641,365
2018-2019		July	August	September	October	November	December	January	February	March	April	May	June
Beginning Cash		4,545,239	4,002,930	4,621,160	4,082,070	4,138,156	3,957,924	5,452,284	3,892,458	4,788,939	4,168,252	0	0
Receipts		375,995	1,597,468	484,474	445,124	869,519	2,637,857	1,846,586	1,159,509	471,301	353,400	0	0
Disbursements		(918,303)	(979,239)	(1,023,564)	(332,637)	(1,049,751)	(1,018,858)	(3,406,411)	(263,028)	(1,107,992)	(239,937)	0	0
Cash Balance		4,002,930	4,621,160	4,082,070	4,194,556	3,957,924	5,576,923	3,892,458	4,788,939	4,152,248	4,281,716	0	0
Outstanding Warrants		(779,543)	(1,227,342)	(478,157)	(1,513,849)	(878,576)	(540,968)	(1,104,877)	(1,173,673)	(316,035)	(357,381)	0	0
Balance		3,223,386.90	3,393,818.00	3,603,913.11	2,680,707.49	3,079,348.42	5,035,954.90	2,787,580.83	3,615,266.20	3,836,213.33	3,924,334.93	0.00	0.00
General Fund Balance		1,521,243	1,453,823	1,547,143	1,483,128	1,380,175	1,702,509	1,645,795	1,579,644	1,655,797	1,573,888	0	0
Reserved for Debt Service Ent Funds		588644											
Reserved for Closure/post closure		404010											
Energy Relief Restricted		93364											
Disaster Relief Restricted		93364											
1000	1,573,887.73	4000	40,743.38										
2175	902.72	5210	403,292.00										
2190	20,021.16	5310	500,546.81										
2260	46.18	5410	437,809.73										
2310	67,382.97	5720	283,009.45										
2320	0.00	7040	4,536.51										
2370	10,761.65	7060	99,688.49										
2371	20,780.25	7061	104,989.10										
2372	12,102.46	7110	249.64										
2395	44,226.91	7120	10,102.00										
2396	1,072.50	7199	43,465.48										
2399	270,609.76	7427	4,965.60										
2400	201,347.97	7910	21,912.63										
2500	321,707.40	7930	357,380.59	4,281,715.52									
2550	-47,895.49												
2600	50,086.10												
2810	20,097.00												
2920	47,756.92												
2935	762.95												
2936	-785,417.20												
2956	0.00												
3015	12,520.53												
3035	124,906.88												
3410	1,356.76												
3510	0.00												

CITY OF SHELBY, FY 2018-19
PROJECT BUDGETS
APRIL 2019

5/16/2019

PROJECT NUMBER	NAME & ACCOUNTING	Committed Current Month	Committed YTD	ORIGINAL BUDGET	CURRENT BUDGET	AVAILABLE BUDGET	% Committed
<u>2209</u>	<u>WALKING TRAIL</u> 2920-460443-950-2209	\$ -	\$ -	\$ -	\$ 76,000.00	\$ 76,000.00	0%
<u>2242</u>	<u>CHAMPIONS PARK</u> 1000-460441-950-2242	\$ -	\$ -	\$ -	\$ 25,500.00	\$ 25,500.00	0%
<u>2279</u>	<u>PARK MAINTENANCE - PARK & REC (Pool)</u> 2600-460400-950-2279 (Land Water Grant)	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 75,000.00	0%
<u>2282</u>	<u>4TH CELL SEWER LAGOON</u> 5310-430601-950-2282	\$ 594.83	\$ 1,468,318.28	\$ -	\$ 4,200,000.00	\$ 2,731,681.72	35%
<u>2283</u>	<u>STORM DRAINAGE</u> 5720-430246-950-2283	\$ 6,277.05	\$ 1,213,668.99	\$ -	\$ 4,233,000.00	\$ 3,019,331.01	29%
<u>2284</u>	<u>WATER IMPROVEMENTS (Booster Station)</u> 5210-430501-950-2284 (\$750,000 = Loan) (\$1,072,000 = CDBG/EDA)	\$ (16,945.54)	\$ 127,264.29	\$ -	\$ 1,822,000.00	\$ 1,694,735.71	7%
<u>2285</u>	<u>WELLFIELD IMPROVEMENTS</u> 5210-430501-950-2285	\$ 27,536.02	\$ 89,859.50	\$ -	\$ -	\$ (89,859.50)	#DIV/0!
		\$ 17,462.36	\$ 2,899,111.06	\$ -	\$ 10,431,500.00	\$ 7,532,388.94	2%

**CITY OF SHELBY
DELINQUENT TAXES
As of 4/30/2019**

5/7/2019

City Fund	TC District	TC Fund	FUND NAME	# of Taxpayers	DELINQUENT ONLY \$
CITY	0910	7850	City of Shelby	154	226,596.43
3410	9980	7853	Curb, Gutter & Sidewalk-1992	16	83,135.10
2550	9986	7856	Curb, Gutter & Sidewalk-2012	3	5,857.98
5210	9984	7857	Curb Stop	1	656.15
1000	9981	7854	Junk Removal	7	51,684.02
2400	9840	7851	Lighting District #35	125	32,211.32
2600	9860	7881	Park Maintenance #1	131	3,470.82
5720	9845	7886	Storm Drainage-Developed	22	2,613.03
5720	9835	7884	Storm Drainage-Undeveloped	49	2,675.17
2500	9983	7855	Street Maintenance #1	125	84,806.39
2310	5910	7351	TED TIFD		-
1000	9970	7852	Weeds	21	21,589.08
1000	9975	7883	Weeds-2011, 2012	2	880.00
1000	9971	7885	Weeds-2016	4	803.00
					\$ 516,978.49

April 23, 2019

Shelby City Council
Attn: Mayor Gary McDermott
112 1st Street South
Shelby, MT 59474

RE: Urban Supervisor Reappointment

Dear Mayor McDermott:

As you know, Montana law allows the incorporated cities located within the Toole County Conservation District to appoint a representative to the District board. This "urban supervisor" as they are known, is appointed by the City to a 3-year term as a full-voting member of the board representing the city's interests.

Ms. Elisha Dempsey has served on the TCCD many projects that benefit Shelby's interests in conservation. Elisha has stated an interest in continuing in her current role as an urban supervisor with the Toole Conservation District and therefore, we respectfully request the reappointment of Elisha to another 3-year term. This term will commence immediately. Please respond in written form to accept this representation.

Thank you for your time and prompt attention to this matter.

Cordially yours,

TOOLE COUNTY CONSERVATION DISTRICT

A handwritten signature in cursive script that reads "Nea L. Rice".

Nea L. Rice
Administrator

2969 Airport Road, Suite 18
Helena, MT 59601-1201
406 449 7764
KLJENG.COM



May 16, 2019

Mr. Gary McDermott
Mayor
City of Shelby
112 1st St. South
Shelby, MT 59747

Re: **Shelby Storm Water Improvements Project - Phase II – Recommendation of Award**

Dear Mayor McDermott:

KLJ has completed a review of the bids for the above referenced project and the Certified Bid-Tabulation is attached. Three contractors submitted bids including Sandry Construction, Helena Sand and Gravel, and Central Excavation.

A free and open competitive bidding process was completed for this project. The bids were publicly opened and read aloud at Shelby City Hall on April 26th, 2019 at 10:00 A.M.

A review of the bids indicate that the bids are fair and competitive. The bids were checked for mathematical accuracy and no discrepancies were found. Selection of the low bidder is based on the Total Bid price for the Base Bid portion of the Shelby Storm Water Improvements Project - Phase II, and the low bidder is Central Excavation.

KLJ recommends award of the Shelby Storm Water Improvements Project - Phase II to Central Excavation, contingent upon funding agency approval.

Upon decision by the City Council on award of the project, please sign the attached Notice of Award. Please call me at (406) 750-3467 if you have any questions.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Logan Tweet', with a long horizontal flourish extending to the right.

Logan Tweet, PE

Enclosure(s): Certified Bid-Tabulation
Notice of Award

Project #: 1804_01897
cc: Luke LaLiberty

NOTICE OF AWARD

DATED May 20, 2019

TO: Central Excavation
(Bidder)

ADDRESS: 3701 River Drive North Great Falls, MT 59405

OWNER'S PROJECT NO. 1804 01897

PROJECT: Shelby Storm Water Improvements – Phase II

OWNER'S CONTRACT NO. _____

CONTRACT FOR Shelby Storm Water Improvements Project– Phase II
(Insert name of contract as it appears in the Bidding Documents)

You are notified that your bid, dated April 26th, 2019 for the above contract has been considered. You are the apparent successful low bidder and have been awarded a contract for Shelby Storm Water Improvements Project– Phase II

(Indicate total Work, alternatives, or sections of Work awarded)

The Contract Price of your contract is: Three hundred thirty-nine thousand five hundred fifty-eight dollars (\$339,558.00)

Four (4) copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by May 30th, 2019

You must deliver to the OWNER four (4) fully executed counterparts of the Agreement, including all Contract Documents.

You must deliver with the executed Agreement the Contract Security (Bonds), as specified in the Instruction to Bidders, General Conditions, and Supplementary Conditions.

List other conditions precedent.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your bid security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Shelby

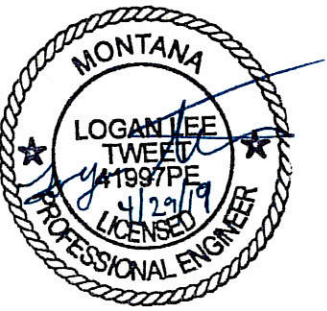
(OWNER)

By

(AUTHORIZED SIGNATURE)

Gary McDermott, Mayor

TABULATION OF BIDS											
Shelby Storm Water Improvemtns Project - Phase II											
City of Shelby, Montana											
KLJ											
Bid Letting: April 26, 2019											
Checked by: Logan Tweet											
				Engineers Estimate		Central Excavation Great Falls, MT		Helena Sandy & Gravel Helena, MT		Sandry Construction Bigfork, MT	
ITEM	UNIT DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM
BASE BID											
01150.01	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 15,820.20	\$ 15,820.20	\$ 16,000.00	\$ 16,000.00	\$ 17,250.60	\$ 17,250.60
01150.02	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,700.00	\$ 2,700.00	\$ 10,000.00	\$ 10,000.00	\$ 13,050.00	\$ 13,050.00
01150.03	Dewatering	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,170.00	\$ 6,170.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
01150.04	Materials Testing & Quality Control	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 4,160.00	\$ 4,160.00	\$ 24,000.00	\$ 24,000.00	\$ 10,000.00	\$ 10,000.00
01150.05	Water Service Adjustment	5	EA	\$ 2,500.00	\$ 12,500.00	\$ 2,520.00	\$ 12,600.00	\$ 2,500.00	\$ 12,500.00	\$ 2,100.00	\$ 10,500.00
01150.06	Water Main Adjustment	-	EA	\$ 8,833.33	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 0.00
01150.07	Remove Existing Manhole/Inlet	1	EA	\$ 466.00	\$ 466.00	\$ 310.00	\$ 310.00	\$ 400.00	\$ 400.00	\$ 4,375.00	\$ 4,375.00
01150.08	Regrade Intersection Approach	2	EA	\$ 10,067.00	\$ 20,134.00	\$ 14,775.00	\$ 29,550.00	\$ 22,000.00	\$ 44,000.00	\$ 12,500.00	\$ 25,000.00
01150.09	Exploratory Excavation	8	HR	\$ 500.00	\$ 4,000.00	\$ 160.00	\$ 1,280.00	\$ 250.00	\$ 2,000.00	\$ 200.00	\$ 1,600.00
01150.10	Type III Concrete Curb Ramp	1	EA	\$ 4,800.00	\$ 4,800.00	\$ 4,335.00	\$ 4,335.00	\$ 4,000.00	\$ 4,000.00	\$ 2,250.00	\$ 2,250.00
01150.11	Type IV Concrete Curb Ramp	-	EA	\$ 3,900.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,000.00	\$ 0.00
01150.12	Type V Concrete Curb Ramp	-	EA	\$ 3,016.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,000.00	\$ 0.00
01150.13	Crushed Aggregate Course	672	CY	\$ 62.00	\$ 41,664.00	\$ 59.00	\$ 39,648.00	\$ 70.00	\$ 47,040.00	\$ 51.00	\$ 34,272.00
01150.14	Commercial Mix-PG 64-28	236	TON	\$ 159.00	\$ 37,460.40	\$ 253.00	\$ 59,606.80	\$ 175.00	\$ 41,230.00	\$ 144.00	\$ 33,926.40
01150.15	12" RCP IRR. CL. 5ø	196	LF	\$ 52.00	\$ 10,192.00	\$ 75.00	\$ 14,700.00	\$ 65.00	\$ 12,740.00	\$ 80.00	\$ 15,680.00
01150.16	15" RCP IRR. CL. 5ø	-	LF	\$ 57.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 107.00	\$ 0.00
01150.17	18" RCP IRR. CL. 3ø	-	LF	\$ 50.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 173.00	\$ 0.00
01150.18	24" RCP IRR. CL. 3ø	500	LF	\$ 61.00	\$ 30,500.00	\$ 90.00	\$ 45,000.00	\$ 73.00	\$ 36,500.00	\$ 107.00	\$ 53,500.00
01150.19	36" RCP IRR. CL. 2ø	352	LF	\$ 102.00	\$ 35,904.00	\$ 145.00	\$ 51,040.00	\$ 114.00	\$ 40,128.00	\$ 173.00	\$ 60,896.00
01150.20	Bedding	302	CY	\$ 42.00	\$ 12,684.00	\$ 39.00	\$ 11,778.00	\$ 58.00	\$ 17,516.00	\$ 35.50	\$ 10,721.00
01150.21	Type I Drop Inlet	2	EA	\$ 3,667.00	\$ 7,334.00	\$ 3,480.00	\$ 6,960.00	\$ 4,300.00	\$ 8,600.00	\$ 4,312.00	\$ 8,624.00
01150.22	Type V Drop Inlet	2	EA	\$ 3,733.00	\$ 7,466.00	\$ 3,345.00	\$ 6,690.00	\$ 4,500.00	\$ 9,000.00	\$ 4,270.00	\$ 8,540.00
01150.23	48" Type 3 Manhole	1	EA	\$ 3,400.00	\$ 3,400.00	\$ 3,147.00	\$ 3,147.00	\$ 3,000.00	\$ 3,000.00	\$ 3,600.00	\$ 3,600.00
01150.24	60" Type 3 Manhole	-	EA	\$ 4,667.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 0.00
01150.25	84" Type 3 Manhole	-	EA	\$ 8,667.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 0.00
01150.26	96" Type 3 Manhole	3	EA	\$ 10,833.00	\$ 32,499.00	\$ 8,030.00	\$ 24,090.00	\$ 8,000.00	\$ 24,000.00	\$ 9,000.00	\$ 27,000.00
TOTAL PROJECT COST (Base Bid)				\$ 314,003.40		\$ 339,585.00		\$ 362,654.00		\$ 346,785.00	
ITEM	UNIT DESCRIPTION	QTY	UNIT	Engineers Estimate		Central Excavation		Helena Sandy & Gravel		Sandry Construction	
ALTERATE 1						Great Falls, MT		Helena, MT		Bigfork, MT	
01150.06	Water Main Adjustment	1	EA	\$ 6,833.33	\$ 6,833.33	\$ 19,500.00	\$ 19,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.50	\$ 10,000.50
01150.08	Regrade Intersection Approach	3	EA	\$ 10,067.00	\$ 30,201.00	\$ 7,200.00	\$ 21,600.00	\$ 12,000.00	\$ 36,000.00	\$ 10,000.00	\$ 30,000.00
01150.10	Type III Concrete Curb Ramp	3	EA	\$ 4,800.00	\$ 14,400.00	\$ 4,335.00	\$ 13,005.00	\$ 4,000.00	\$ 12,000.00	\$ 2,400.00	\$ 7,200.00
01150.13	Crushed Aggregate Course	230	CY	\$ 62.00	\$ 14,260.00	\$ 59.00	\$ 13,570.00	\$ 70.00	\$ 16,100.00	\$ 65.00	\$ 14,950.00
01150.14	Commercial Mix-PG 64-28	80.1	TON	\$ 159.00	\$ 12,735.90	\$ 253.00	\$ 20,265.30	\$ 175.00	\$ 14,017.50	\$ 145.00	\$ 11,614.50
01150.15	12" RCP IRR. CL. 5ø	55	LF	\$ 52.00	\$ 2,860.00	\$ 75.00	\$ 4,125.00	\$ 75.00	\$ 4,125.00	\$ 80.00	\$ 4,400.00
01150.16	15" RCP IRR. CL. 5ø	55	LF	\$ 57.00	\$ 3,135.00	\$ 80.00	\$ 4,400.00	\$ 100.00	\$ 5,500.00	\$ 65.00	\$ 3,575.00
01150.17	18" RCP IRR. CL. 3ø	80	LF	\$ 50.00	\$ 4,000.00	\$ 85.00	\$ 6,800.00	\$ 110.00	\$ 8,800.00	\$ 100.00	\$ 8,000.00
01150.18	24" RCP IRR. CL. 3ø	217	LF	\$ 61.00	\$ 13,237.00	\$ 90.00	\$ 19,530.00	\$ 120.00	\$ 26,040.00	\$ 135.00	\$ 29,295.00
01150.20	Bedding	97	CY	\$ 42.00	\$ 4,074.00	\$ 39.00	\$ 3,783.00	\$ 58.00	\$ 5,626.00	\$ 46.00	\$ 4,462.00
01150.21	Type I Drop Inlet	3	EA	\$ 3,667.00	\$ 11,001.00	\$ 3,480.00	\$ 10,440.00	\$ 4,300.00	\$ 12,900.00	\$ 4,400.00	\$ 13,200.00
01150.22	Type V Drop Inlet	2	EA	\$ 3,733.00	\$ 7,466.00	\$ 3,345.00	\$ 6,690.00	\$ 4,500.00	\$ 9,000.00	\$ 4,400.00	\$ 8,800.00
01150.23	48" Type 3 Manhole	3	EA	\$ 3,400.00	\$ 10,200.00	\$ 3,100.00	\$ 9,300.00	\$ 3,000.00	\$ 9,000.00	\$ 3,450.00	\$ 10,350.00
01150.24	60" Type 3 Manhole	1	EA	\$ 4,667.00	\$ 4,667.00	\$ 6,049.70	\$ 6,049.70	\$ 6,000.00	\$ 6,000.00	\$ 4,600.00	\$ 4,600.00
TOTAL COST (ALTERATE 1)				\$ 139,070.23		\$ 159,058.00		\$ 180,108.50		\$ 160,447.00	
TRUE TABULATION OF BIDS											
Kadmas, Lee & Jackson											





VISION ZERO

zero deaths
zero serious injuries

Montana Department of Transportation

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

Steve Bullock, Governor
Michael T. Tooley, Director

Monday, March 25, 2019

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

Subject: Construction Agreement
9650000, CMDP STWD(676), Conrad-Shelby ADA Upgrades

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

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

Christie McOmber
Great Falls Projects Engineer
cmcomber@mt.gov

copies: Doug Wilmot, District Administrator-Great Falls

Construction and Maintenance Agreement

CMDP STWD(676)

Conrad-Shelby ADA Upgrades

UPN 9650000

This Agreement by and between the City of Shelby (City), and the Montana Department of Transportation (MDT, Department, or State), establishes the responsibilities and duties of the parties in respect to project activities on a portion of Oilfield Avenue and Main Street located within the City of Shelby, Montana.

Whereas, the construction will be accomplished through Uniform Project Number 9650000, Federal-Aid Project Number CMDP STWD(676), titled Conrad-Shelby ADA Upgrades (Project) located along U.S. Highway 2 (N-1, Main Street) from Adams Avenue to 5th Avenue; at Montana Avenue, Second Avenue (Maple Avenue) and Division Street; and on (P-67) Coyote Pass/Oilfield Avenue from the intersection of 5th Street to 7th Street; and

Whereas, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the City and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the project to remain eligible for state and/or federal funding; and,

Whereas, the Project lies on the designated Primary and National Highway System under the jurisdiction of the Montana Transportation Commission and MDT as per Mont. Code Ann. 60-2-110; and,

Whereas, Congestion Mitigation and Air Quality funds (CMAQ) will be used for the construction of the project; and

Whereas, the City and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

Whereas, the City desires to have the Project constructed, the City deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in Agreement;

Now, therefore, the parties agree as follows:

ARTICLE I. GENERAL OBLIGATIONS OF MDT

1. MDT will design and award a Contract to construct the Project.
2. MDT will provide the City opportunities to participate in the Project's development, including invitation to the final inspection of the project.
3. MDT will maintain the roadway surface, including pavement repair, pavement preservation, and snowplowing, and will maintain all features, including signals (if present) and non-decorative roadway lighting, within the roadway prism unless otherwise noted herein.

4. If the City does not fulfill any maintenance requirements stated herein, MDT may complete the required maintenance and seek compensation from the City. In doing so, MDT must first provide notice to the City allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the City.
5. For any maintenance requirements that are the obligation of the City, as stated herein, MDT may complete any maintenance required due to a public emergency and seek compensation from the City for any costs incurred. In doing so, MDT may first provide notice to the City, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the City.
6. MDT is the issuing authority for all future encroachment and approach permits.

ARTICLE II. GENERAL OBLIGATIONS OF THE CITY

1. The City agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
2. The City will provide appropriate and timely input during the Project's development.
3. The City will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the project.
4. The City, at its sole expense, will maintain the City signs installed as part of this project. For the purposes of this Agreement, "maintenance of signs", is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, the wind, or other means.
5. The City agrees no fixture, building, structure, or other permanent installation other than those approved by MDT shall be constructed or placed within MDT right-of-way without prior written approval from MDT.
6. Unless specified otherwise herein, the City agrees it will fund any additional costs MDT may incur on future MDT projects due to any amenities the City places in the MDT right-of-way.
7. The City agrees that any City-performed maintenance that occurs within MDT right-of-way must be reviewed and approved by the appropriate MDT District Maintenance Office prior to initiation of the maintenance.

ARTICLE III. PROJECT-SPECIFIC FEATURES

1. Sidewalks

- a. Upon completion of the Project by the State and its Contractor, the City agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay the cost of operating the sidewalk within the project limits, such that it does not negatively impact the operation of the sidewalk or the safety of the traveling public. If all or part of the Project becomes unsafe for use, the City agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, "maintenance of a sidewalk" is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged sidewalk; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments to safe pedestrian travel; and any and all other normally accepted maintenance practices.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. **Termination** – This Agreement may be terminated by MDT if the City violates or breaches any term, condition, or article of this Agreement and the City has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the City's representative, of such violation or breach of any term, condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without City or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the City.
3. **Other Agreements** – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. **Hold Harmless & Indemnification**
 - a. The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account

of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

- b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.

5. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The City must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the City will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.49% for fiscal year 2019 (July 1, 2018 to June 30, 2019). If the work occurs or extends into fiscal year 2020 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:
City of Shelby
112 1st Street South
Shelby, MT 59474
- ii. Payments shall be made to:
Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.

11. Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT’s detailed drawings, 608 series.
13. Audit – The City grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the City maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Representatives
 - a. City’s Representative: The City’s Representative for this Agreement shall be the City Manager or designee or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City’s Representative is not available, MDT may direct its communication or submission to other designated City personnel or agents.
 - b. MDT’s Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT’s Representative; provided, however, that in exigent circumstances when MDT’s Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.

17. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the City's authorized representative on behalf of the City, has signed and affixed hereto the seal of the City.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____
Montana Department of Transportation Date _____

Approved for Legal Content

Approved for Civil Rights

CITY OF SHELBY

(Seal and Attest)

Jade Goroski
Chief Finance Officer

Gary McDermott
City Mayor

Date

Bill Hunt
City Attorney

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

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

Federal protected classes

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

State protected classes

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

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

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

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

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

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

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

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

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

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

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

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

(7) Pertinent Non-Discrimination Authorities:

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

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

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

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

Jade Goroski

From: McOmber, Christie <cmcomber@mt.gov>
Sent: Monday, February 25, 2019 4:19 PM
To: Jade Goroski
Subject: construction agreements

Thanks for returning my call this afternoon. You expressed that the city is not willing to assume liability for the sidewalks and expressed concerns that MMIA may have with the insurance. I will follow up with our legal. FYI – we have existing agreements in place that do 'delegate' the responsibility for maintenance of sidewalks along these routes to the city. Liability is not specifically addressed.

5765 Shelby East
5770 Shelby North

SHELBY

**CONSTRUCTION AGREEMENT
STATE-MAINTAINED ROUTE**

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

WITNESSETH THAT:

I. WHEREAS, the State proposes to construct and/or reconstruct a certain highway in and through the City, the construction being known as Federal Aid Project No's STPP 67-1(4)0 (Shelby North) and NH 1-4(31)278 (Shelby-East), and

WHEREAS, the construction will be over and upon Primary Highway 67 from RP 0.466 to 1.812 to include pavement milling, overlay, seal and cover and over and upon NHS Highway 1 from RP 278.09 to 280.02 to include pavement milling, overlay, seal and cover and improved ADA ramps, and

(9) The City shall maintain or cause to be maintained the sidewalks bordering the project.

RECEIVED
DEPARTMENT OF HIGHWAYS

CITY

90 APR 18 AM 7:13 C O N S T R U C T I O N A G R E E M E N T

GREAT FALLS

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

W I T N E S S E T H:

THAT, WHEREAS, the State proposes to construct and/or reconstruct a certain highway in and through the City, said construction being known as Federal Aid Project No. F 1-4(12)279, and

WHEREAS, said construction will be over and upon Main Street beginning at the intersection with Fifth Avenue and extending southeast to Station 33+78.4 near the Burlington Northern Railroad tracks, and

City.

(9) The City shall maintain or cause to be maintained the sidewalks borderin the project.

RECEIVED
ARTMENT OF HIGHWAYS

City

0 APR 18 AM 7:13

C O N S T R U C T I O N A G R E E M E N T

GREAT FALLS

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

W I T N E S S E T H:

THAT, WHEREAS, the State proposes to construct and/or reconstruct a certa highway in and through the City, said construction being known as State Project M RTF 67-1(1)0 , and

WHEREAS, said construction will be over and upon the Interstate 15 Busine Route beginning at the intersection with Main Street and extends north to the ci limits, and

(9) The City shall maintain or cause to be maintained the sidewalks bordering the project.

Jade Goroski

From: McOmber, Christie <cmcomber@mt.gov>
Sent: Monday, February 25, 2019 5:01 PM
To: Jade Goroski
Subject: FW: City-MDT MOA Indemnity/Insurance language

Please see comments from our legal below. It would be beneficial for you to discuss concerns with the League of Cities or the MMIA rep as they could explain the background that led to this language in our agreements. The agreed language is provided below. If you find discrepancies in the language in the two agreements you have, I would be more than happy to replace the language in accordance with that agreed to below. I will give you some time to review and check back with you later.

Please call if you have any concerns – Thanks ☺

Christie McOmber, P.E.
Great Falls District Projects Engineer
cmcomber@mt.gov
406-454-5900

From: Grell Morris, Carol <cgrellmorris@mt.gov>
Sent: Monday, February 25, 2019 4:42 PM
To: McOmber, Christie <cmcomber@mt.gov>
Subject: City-MDT MOA Indemnity/Insurance language

Christie—

Below is the Indemnity and Insurance language which was agreed to by MDT and the League of Cities for MOAs. As we discussed, the MMIA CEO Alan Hulse and the League of Cities Director Tim Burton and Deputy Director Kelly Lynch were all involved in crafting this language. The League circulated the language to all members last fall, and all comments were considered and incorporated by the League and MDT. Please double check that this is the specific language in the Shelby agreements.

As far as the concern that the City should not maintain sidewalks in MDT ROW, the sidewalks are being built by MDT at the City's request and for its benefit, but of course if Shelby does not want MDT to pay for and build the sidewalks, that can certainly be discussed. MDT has been requiring a maintenance agreement for facilities built in its ROW for several years now, and all Montana cities which accept MDT projects, must in turn agree to the maintenance of facilities built for the city's benefit and at their request.

Please encourage the Shelby representative to talk with the League of Cities staff (Tim Burton or Kelly Lynch) or the MMIA CEO Alan Hulse if he has questions on the indemnity and insurance, or on the entire on-going discussions regarding facilities built within MDT ROW.

1. Hold Harmless & Indemnification

The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable

attorney fees) arising in favor of or asserted by the City's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

The State and Department of Transportation agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.

2. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The City must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

Thanks for following up on these Agreements.

Carol



VISION ZERO

zero deaths
zero serious injuries

Carol Grell Morris
Staff Attorney
Montana Department of Transportation
406-444-7649 | cgrellmorris@mt.gov



RECORD

Obituaries

Louise
(ester)
gham

Louise Bingham, 64, of Helena, passed away on Wednesday, March 19, 2019, with her loved ones at her hands. A memorial service will be held at 11 a.m., Thursday, March 21, at the Shelby Community Methodist Church, 512 Logan Street, S.E., Shelby. The service will be held at 11 a.m., Thursday, March 21, at the Shelby Community Methodist Church, 512 Logan Street, S.E., Shelby. The service will be held at 11 a.m., Thursday, March 21, at the Shelby Community Methodist Church, 512 Logan Street, S.E., Shelby.

Dr. Kalispell, will be laid to rest at her beloved ranch. Funeral arrangements are being handled by Al Homes. Born to Henrietta (h) and William (er) on Dec. 23, 1954, in Montana. She grew up on the ranch near Kila, attended school and graduated Flathead High School. She spent her summers camping in national parks, where she fished and picked berries for the coming year. Her father owned a grocery store. After her later operation, she spent her senior year of



Visitors at their ranch were welcome and some of Beva's fondest memories included family visits with the grandchildren and great grandchildren. Cooking, canning, gardening, accounting and other ranch tasks kept Beva busy during her ranching years, though she still managed to crochet afghans and sew quilts for each family member. One ingenious way she squeezed a little more out of her days was her habit of crocheting afghans during the hour-long drives to town. Beva moved off the ranch in 1996 after Nelson passed away, into a home in Shelby that she and Nelson

Gayle Larson Moon

Gayle Larson Moon, age 64, of Helena, passed away Friday, March 15, 2019.

The family will receive friends from 4 p.m. to 6 p.m. on Sunday, March 24, at the Downstairs at the Brewhouse, 939 N. Getchell Street, in Helena.

A memorial service celebrating Gayle's life will be held at 11 a.m. on Monday, March 25, at St. Paul's United Methodist Church, 512 Logan Street, in Helena. A light reception will follow the service in the fellowship hall of the church.

Gayle's complete obituary will be included in next week's paper. Please visit www.aswfuneralhome.com or <http://www.aswfuneralhome.com> to offer a condolence to the family or to share a memory of Gayle.

Roger D. Fowler

Funeral services for Roger D. Fowler will be held Saturday, March 30, at 4 p.m., at St. Luke's Lutheran Church in Shelby. Reception to follow at the Elks Club.

Ruth W. Hatch

Ruth W. Hatch, 96, of Cut

MDOT proposes upgrades to intersections in Shelby, Valier

The Montana Department of Transportation (MDT) is notifying the public and seeking comments on a proposal to upgrade intersections in various northcentral Montana communities with Americans With Disabilities Act (ADA)-compliant pedestrian facilities.

The communities receiving the upgraded ADA-compliant facilities include Shelby, Fairfield, and Rudyard located in Toole, Teton and Hill counties, respectively, and Conrad and Valier in Pondera County.

This project includes upgraded ADA-compliant facilities along the following routes:

• In Shelby, the intersection upgrades are located along U.S. Highway 2 (Main Street) from Adams Avenue to 5th Avenue; at Montana Avenue, Second Avenue (Maple Avenue) and Division Street; and on Coyote Pass/Oilfield Avenue from the intersection of 5th Street to 7th Street.

• In Valier, the intersection upgrades are located along Montana Street from Teton Avenue to Railroad Avenue.

Proposed work includes upgrading existing sidewalk ADA ramps at intersections and replacing portions of sidewalk between intersections. Several locations on 4th Avenue South in Conrad will require select tree removal work.

The purpose of the project is to upgrade

existing ADA facilities to meet current standards and improve pedestrian accessibility.

This project is funded by the Congestion Mitigation and Air Quality Improvement Program funding and is intended to make sidewalk access more attainable for all pedestrians.

The project is tentatively scheduled to begin construction in summer of 2019 and completed in the spring 2020, depending on completion of all project development activities and availability of funding. New right-of-way is not anticipated but some construction permits may be necessary for the project.

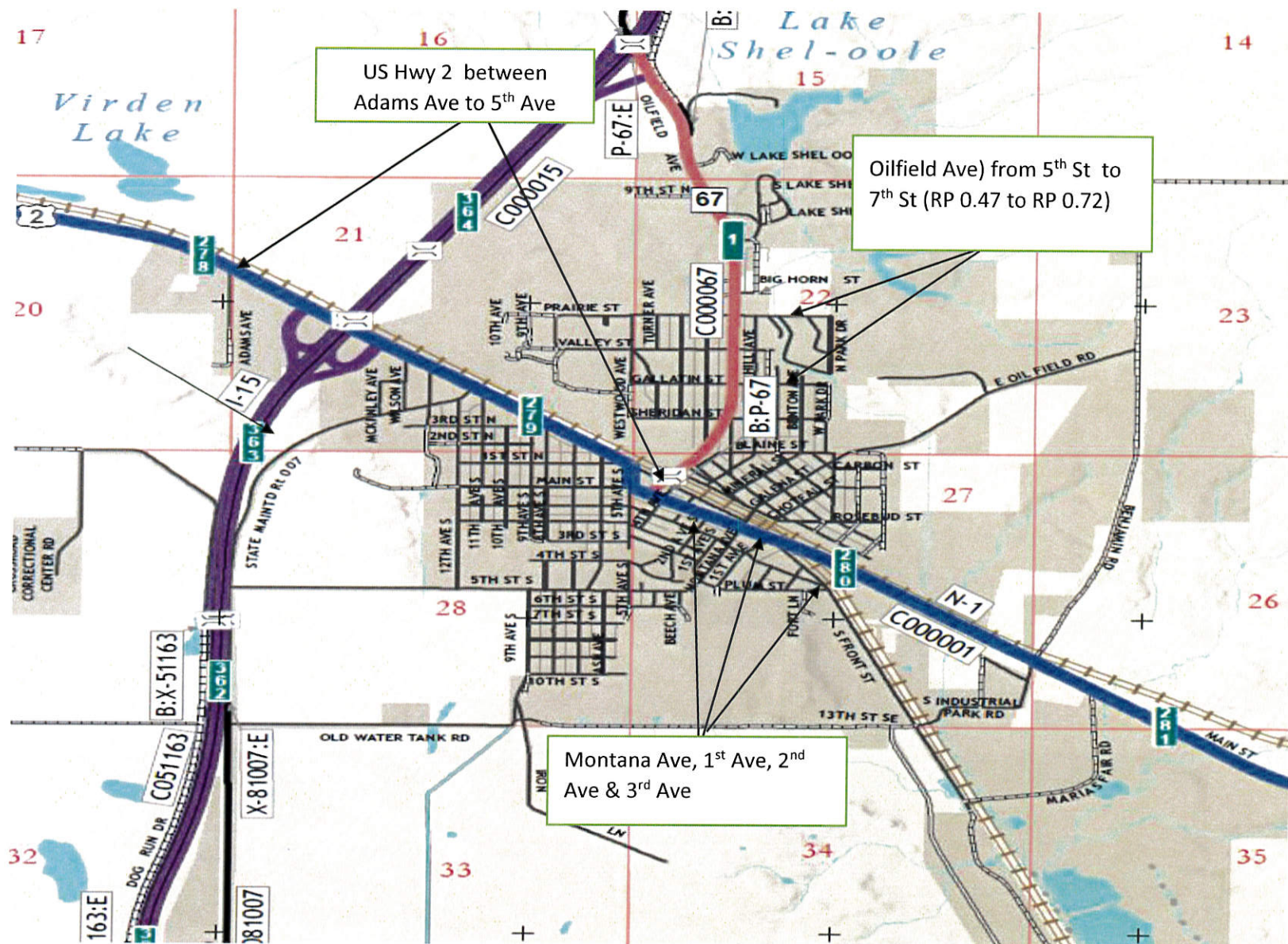
For more information, please contact Great Falls District Preconstruction Engineer Steve Prinzing 454-5880 or Engineering Contract Specialist Suzy Price at 444-6211. Members of the public may submit written comments to the Montana Department of Transportation Great Falls office at PO Box 1359, Great Falls, MT 59403-1359, or online at: mdt.mt.gov/mdt/comment_form.shtml.

Please note that your comments are for project UPN 9650000. Alternative accessible formats of this information will be provided upon request by contacting Alice Flesch, Human Resources and Occupational Safety Division, P.O. Box 201001, Helena, MT 59620; 444-9229; TTY (800) 335-7592; fax 444-7243, or e-mail to aflesch@mt.gov.

Sheriff's Log

Tuesday, March 12

cerned about the house Dispatch advised would send



SHELBY

ATTACHMENT E - SCOPE OF WORK MATRIX

SHELBY

ALL AREAS ARE APPROXIMATE

P-67 (Coyote Pass)

south to north route

Notes:

		Ramps				SW	C&G	
Cross Street	NW	NE	SW	SE			Comments/Existing Features	
Gallatin (5th St N)		2	2	2			Ponding issue-maybe Valley Gutter	
							Close to bus dropoff for school	
Valley St	2	2	2	2				
7th St N	2	2	2	2				
Sub-Total	4	6	6	6				
Totals P-67	22							

Highway 2

[illegible]

[illegible]

Total Ramps-Main Street	19							
Total Ramps Shelby:	78							
P-67 Mid-block sidewalk and approach replacement:	0							
P-67 Mid-block curb and gutter replacement:	0							
HW 2 Mid-block sidewalk and approach replacement:	0							
HW 2 Mid-block curb and gutter replacement:	0							
Main Street Mid-block sidewalk and approach replacem	0							
Main Street Mic-block curb and gutter replacement:	0							