

**AGENDA**  
**CITY COUNCIL MEETING**  
**CITY OF SHELBY**  
March 2, 2026  
6:30 P.M.

**ROLL CALL OF MEMBERS**

**PLEDGE OF ALLEGIANCE**

**POLICY ON CONDUCT AND MANNER OF ADDRESSING COUNCIL**

**APPROVAL OF MINUTES**

- Regular Council Meeting, 2/17/2026 (pgs. 5-6)

**APPEARANCE REQUESTS**

- Agenda Items
- Non-Agenda Items

**CLAIMS REPORT 2/28/26 (pgs. 7-22)**

**COMMITTEE REPORTS**

- Law Enforcement Report

**CITY FINANCE OFFICER**

- 3 Yard Side Load Containers (pgs. 23-25)
- Great West Task Order No. 13 re: Wastewater Collection Project (pgs. 26-53)

**CITY ATTORNEY**

- Resolution No. 2146 re: Granting Mark Beckedahl Conditional Use Permit for Lot on Corner of Ash Ave and 6<sup>th</sup> St S (pgs. 54-61)

**CITY SUPERINTENDENT**

- 

**OTHER MATTERS**

- 
- 

**ADJOURN**

## CITY OF SHELBY MEETING SCHEDULE

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### March 2, 2026

6:00 p.m.     **Audit Committee**  
(Mayor, Finance Officer, Clark, Frydenlund, Moritz)

6:30 p.m.     **Regular City Council Meeting**

### March 9, 2026

6:30 p.m.     **City-County Planning Board**  
(Mayor, Flesch, Clark)

### March 16, 2026

6:30 p.m.     **Regular City Council Meeting**

### March 30, 2026

6:30 p.m.     **Park & Recreation Meeting**  
(Mayor, Superintendent, Frydenlund, Kimmet)

## City Council Packet Listing

A. Agenda

B. Agenda Items

1. Minutes of Regular Council Meeting, 2/17/2026
2. Claims Report, February 2026
3. 2/17/26 Quote from Roll-Offs USA re: 3yd. Side Load Containers
4. 2/18/26 Great West Task Order No. 13 re: Wastewater Collection Project
5. Resolution NO. 2146 re: Granting Mark Beckedahl Conditional Use Permit for Lot on Corner of Ash Ave and 6<sup>th</sup> St So.

C. Correspondence

- 1.
- 2.

D. Reports

- 1.

E. Handouts

- 1.

## **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  
February 17, 2026

Mayor Tokerud called the meeting to order at 6:30 p.m. Present were: Joe Flesch @ 6:47, Sanna Clark, Lyle Kimmet, Jayce Yarn, Pat Frydenlund, and Bill Moritz, Council Members; Jade Goroski, Finance Officer; Eric Kary, City Superintendent; Logan Fehler, City Attorney. Absent & Excused: None.

Other citizens present: Tyler Foss, Rob Tasker, Mark & Meredith Beckedahl.

PLEDGE OF ALLEGIANCE

POLICY ON CONDUCT AND MANNER OF ADDRESSING COUNCIL

OPEN PUBLIC HEARING

- Mayor Tokerud opened the public hearing at 6:52 p.m. Conditional Use Application, corner of Ash Ave & 6<sup>th</sup> St. S.

APPROVAL OF MINUTES

- Regular Council Meeting, 2/2/2026  
MORITZ MADE A MOTION TO APPROVE THE 2/2/2026 MINUTES.  
SECONDED BY CLARK. VOTE AYES - MORITZ, CLARK, KIMMET,  
FRYDENLUND, YARN. NOES - NONE. ABSENT - FLESCH.

CLOSE PUBLIC HEARING

- Mayor Tokerud closed the public hearing at 8:02 p.m.

APPEARANCE REQUESTS

- AGENDA ITEMS -
- NON-AGENDA ITEMS -

COMMITTEE REPORTS

- Law Enforcement - Tyler Foss
- Board of Adjustments & Zoning Commission Minutes, 2/9/2026  
MORITZ MADE A MOTION TO APPROVE THE MINUTES. SECONDED BY  
KIMMET. VOTE AYES - MORITZ, CLARK, KIMMET, FRYDENLUND,  
YARN. NOES - NONE. ABSENT - FLESCH.

CITY FINANCE OFFICER

1. City Judge's Report, 1/31/2026
2. Bank Account Report, Budget Year to Date, Vendor Summary,

Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, 1/31/2026

FRYDENLUND MADE A MOTION TO APPROVE THE REPORTS. SECONDED BY KIMMET. VOTE AYES - MORITZ, CLARK, KIMMET, FRYDENLUND, YARN. NOES - NONE. ABSENT - FLESCH.

3. Resolution No. 2145 re: Approving Town of Chester as a Member of NCMRWA  
Tabled until further information is available.

CITY ATTORNEY

MARK BECKDAHL - CONDITIONAL USE PERMIT

FRYDENLUND MADE A MOTION FOR ATTORNEY FEHLER TO DRAFT A RESOLUTION GRANTING THE CONDITIONAL USE PERMIT TO INCLUDE THE SIZE OF THE ACCESSORY BUILDING, ALLOW ROOM FOR A HOME TO BE BUILT, 12' SIDEWALLS, NO MORE THAN A 6/12 PITCH ROOF AND MUST MEET THE FOLLOWING CONDITIONS - NO COMMERCIAL USE, SUBJECT TO ANNUAL REVIEW, MUST BE IN COMPLIANCE WITH ALL CITY ORDINANCES AND THE BUILDING MUST HAVE A COMPLETE EXTERIOR. SECONDED BY KIMMET. VOTE AYES - FRYDENLUND, YARN, CLARK, KIMMET, MORTIZ. NOES - FLESCH. ABSENT - NONE.

CITY SUPERINTENDENT

Eric provided an update on the projects the crew is working on.

OTHER MATTERS

ADJOURN

AT 8:12 P.M., FLESCH MADE A MOTION TO ADJOURN THE MEETING. SECONDED BY FRYDENLUND. VOTE AYES - MORITZ, CLARK, KIMMET, FLESCH, FRYDENLUND, YARN. NOES - NONE. ABSENT - NONE.

\_\_\_\_\_  
Eric Tokerud, Mayor

ATTEST:

\_\_\_\_\_  
Jade Goroski, Finance Officer

02/26/26  
12:02:05

CITY OF SHELBY  
Claim Details  
For the Accounting Period: 2/26

Page: 1 of 16  
Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
250491		00343 ENERGY LABORATORIES INC	168.00					
1	761522 01/12/26	gross alpha/metals testing	168.00*			5210 430500	300	101000
250492		00400 UTILITIES UNDERGROUND LOCATION	12.25					
1	6015108 01/31/26	7 Locates for 2/26	12.25*			5210 430500	300	101000
250493		318785 00144 POSTMASTER	474.35					
1	02/25/26 2/26	UB Postage	158.11			5210 430570	310	101000
2	02/25/26 2/26	UB Postage	158.12			5310 430670	310	101000
3	02/25/26 2/26	UB Postage	158.12			5410 430870	310	101000
250494		02368 OPTUM FINANCIAL INC	4.25					
1	1876540 02/13/26	HSA Service Fee	1.06			1000 410550	300	101000
2	1876540 02/13/26	HSA Service Fee	1.06			5210 430570	300	101000
3	1876540 02/13/26	HSA Service Fee	1.06			5310 430670	300	101000
4	1876540 02/13/26	HSA Service Fee	1.07			5410 430870	300	101000
250495		01862 MOUNTAIN ALARM	1,374.82					
1	7703031 02/01/26 2/26	Fire Alarm Monitoring	62.99			1000 420401	300	101000
	7698002 02/01/26	control support	91.83			5410 430840	300	101000
3	7813899 01/28/26	cc service call-security came	1,220.00*			1000 460442	300	101000
250496		00048 TOOLE COUNTY CLERK & RECORDER	56,826.17					
1	02/28/26	City Judge/Sec Wages	3,499.21			1000 410360	100	101000
2	02/28/26	City Judge/Sec Medicare	49.63			1000 410360	142	101000
3	02/28/26	City Judge/Sec SS	212.21			1000 410360	141	101000
4	02/28/26	City Judge/Sec Unemploy Ins	7.33*			1000 410360	145	101000
5	02/28/26	City Judge/Sec Workers Comp	13.84			1000 410360	146	101000
6	02/28/26	City Judge/Sec PERS	190.00			1000 410360	143	101000
7	02/28/26	City Judge Health Insurance	528.00			1000 410360	147	101000
8	02/28/26	City Judge Supplies	305.56			1000 410360	200	101000
9	02/28/26	City Judge Phone	20.39			1000 410360	344	101000
11	02/28/26	Law Enforcement	37,270.00			1000 420000	300	101000
12	02/28/26	Law Enforcement	4,910.00			5210 420100	300	101000
13	02/28/26	Law Enforcement	4,910.00			5310 420100	300	101000
14	02/28/26	Law Enforcement	4,910.00			5410 420100	300	101000
250497		E 00111 FIRST STATE BANK	55.00					
1	02/28/26	FSB Billing ACH Origination	18.33			5210 430570	300	101000
2	02/28/26	FSB Billing ACH Origination	18.33			5310 430670	300	101000
3	02/28/26	FSB Billing ACH Origination	18.34			5410 430870	300	101000

\* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
250498		01137 AQUA TECH LABORATORY	100.00					
	PWSID# MT0000328							
1	42790 02/04/26 Monthly Coliform Water Testing		100.00*			5210 430500	300	101000
250499		01137 AQUA TECH LABORATORY	25.00					
	PWSID# MT0000200							
1	42792 02/04/26 DWI Monthly Water Test		25.00*			5210 430500	300	101000
250500		01137 AQUA TECH LABORATORY	25.00					
	PWSID# MT0004936							
1	42793 02/04/26 NCMRWA Monthly Water Test		25.00*			5210 430500	300	101000
250501	31877S 02584 VISA		2,624.31					
1	01/20/26 MT Rural Water Conference-Kary		319.56			5210 430500	370	101000
9	01/28/26 mobile charge		94.66			1000 440600	344	101000
10	01/28/26 mobile charge		154.46*			1000 430200	344	101000
11	01/28/26 mobile charge		154.46*			5210 430500	344	101000
12	01/28/26 mobile charge		154.46			5310 430600	344	101000
13	01/28/26 mobile charge		154.46*			5410 430840	344	101000
14	01/28/26 cc dish network		428.11*			1000 460442	300	101000
15	02/05/26 UPS-water samples		23.55*			5210 430500	300	101000
16	02/06/26 elkay-filters-cc fountains		332.49			1000 460442	200	101000
17	02/10/26 amazon-cc resistance bands		171.20			1000 460442	200	101000
19	02/12/26 USPS-certified-comm decay		10.48			1000 410550	300	101000
20	02/12/26 prosourc-cc excercise mats		359.92			1000 460442	200	101000
21	02/13/26 amazon-cc resistance bands/str		266.50			1000 460442	200	101000
250502	-98003E 01486 USDA RURAL DEVELOPMENT		1,603.00					
1	02/05/26 Fire Hall Improvement Loan		885.49			1000 490527	610	101000
2	02/05/26 Fire Hall Improvement Loan Int		717.51*			1000 490527	620	101000
250503	02601 NORTHERN PLAINS ELECTRIC LLC		15,909.24					
	85.50hrs for rough in + materials							
1	2197 02/06/26 614 Granite-materials & labor		15,909.24			7030 470000	900 2299	101000
250504	00117 QUILL CORPORATION		309.83					
1	47643613 02/03/26 folders/copy paper/note pads		39.49			1000 410550	200	101000
2	47643613 02/03/02 folders/copy paper/note pads		39.49*			5210 430570	200	101000
3	47643613 02/03/02 folders/copy paper/note pads		39.50*			5310 430670	200	101000
4	47643613 02/03/02 folders/copy paper/note pads		39.50*			5410 430870	200	101000
5	47646716 02/04/26 puffs tissue		13.48			1000 410550	200	101000
6	47646716 02/04/26 puffs tissue		13.49*			5210 430570	200	101000
7	47646716 02/04/26 puffs tissue		13.49*			5310 430670	200	101000
8	47646716 02/04/26 puffs tissue		13.49*			5410 430870	200	101000

\* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
9	47931241 02/25/26	our fresh refills	16.49			1000 411202	200	101000
10	47931241 02/25/26	our fresh refills	16.49			5210 430520	200	101000
11	47931241 02/25/26	our fresh refills	16.50			5310 430620	200	101000
12	47931241 02/25/26	our fresh refills	16.50			5410 430820	200	101000
13	47937165 02/25/26	receipt books	7.98			1000 410550	200	101000
14	47937165 02/25/26	receipt books	7.98*			5210 430570	200	101000
15	47937165 02/25/26	receipt books	7.98*			5310 430670	200	101000
16	47937165 02/25/26	receipt books	7.98*			5410 430870	200	101000
250505	31876S 00043	SHELBY GAS ASSOCIATION	7,932.38					
1	02/10/26 2/26	Gas Bill	152.00			1000 411200	343	101000
2	02/10/26 2/26	Gas Bill	945.75			1000 420400	343	101000
3	02/10/26 2/26	Gas Bill	945.75			1000 420401	343	101000
4	02/10/26 2/26	Gas Bill	1,249.25			1000 460445	343	101000
5	02/10/26 2/26	Gas Bill	615.75			1000 460442	343	101000
6	02/10/26 2/26	Gas Bill	367.25			5410 430840	343	101000
7	02/10/26 2/26	Gas Bill	392.97			1000 430200	343	101000
8	02/10/26 2/26	Gas Bill	392.97			5210 430500	343	101000
9	02/10/26 2/26	Gas Bill	392.97			5310 430600	343	101000
10	02/10/26 2/26	Gas Bill	392.97			5410 430830	343	101000
	02/10/26 2/26	Gas Bill	96.19			1000 411202	343	101000
12	02/10/26 2/26	Gas Bill	96.19			5210 430520	343	101000
13	02/10/26 2/26	Gas Bill	96.19			5310 430620	343	101000
14	02/10/26 2/26	Gas Bill	96.18			5410 430820	343	101000
15	02/10/26 2/26	Gas Bill	94.25			5210 430500	343	101000
16	02/10/26 2/26	Gas Bill	1,495.75			1000 460465	343	101000
17	02/10/26 2/26	Gas Bill	110.00			1000 470270	300	101000
250506	02699	FRESH START CLEANING MT LLC	2,000.00					
1	1059 02/23/26 2/26	Janitorial Service	75.00			1000 411202	390	101000
2	1059 02/23/26 2/26	Janitorial Service	75.00			5210 430520	390	101000
3	1059 02/23/26 2/26	Janitorial Service	75.00			5310 430620	390	101000
4	1059 02/23/26 2/26	Janitorial Service	75.00			5410 430820	390	101000
5	1059 02/23/26 2/26	CC Janitorial Service	1,700.00*			1000 460442	300	101000
250507	31875S 00026	MARIAS RIVER ELECTRIC COOP INC	17,268.43					
1	02/10/26 2/26	Electric Bill	135.06			1000 411200	342	101000
2	02/10/26 2/26	Electric Bill	355.47			1000 420400	342	101000
3	02/10/26 2/26	Electric Bill	355.47*			1000 420401	342	101000
4	02/10/26 2/26	Electric Bill	54.11			1000 411202	342	101000
5	02/10/26 2/26	Electric Bill	54.11			5210 430520	342	101000
6	02/10/26 2/26	Electric Bill	54.11			5310 430620	342	101000
7	02/10/26 2/26	Electric Bill	54.09			5410 430820	342	101000
8	02/10/26 2/26	Electric Bill	185.21*			1000 430200	342	101000
9	02/10/26 2/26	Electric Bill	185.21			5210 430500	342	101000

02/26/26  
12:02:05

CITY OF SHELBY  
Claim Details  
For the Accounting Period: 2/26

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Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date	Vendor #/Name/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
10	02/10/26 2/26	Electric Bill	185.21			5310 430600	342	101000
11	02/10/26 2/26	Electric Bill	185.22			5410 430830	342	101000
12	02/10/26 2/26	Electric Bill	76.07			1000 440600	342	101000
13	02/10/26 2/26	Electric Bill	76.06			1000 460430	342	101000
14	02/10/26 2/26	Electric Bill	210.97			1000 460430	342	101000
15	02/10/26 2/26	Electric Bill	594.03			1000 460465	342	101000
16	02/10/26 2/26	Electric Bill	107.74			1000 460439	342	101000
17	02/10/26 2/26	Electric Bill	997.35			1000 460442	342	101000
18	02/10/26 2/26	Electric Bill	98.62			1000 460445	342	101000
19	02/10/26 2/26	Electric Bill	4,513.87			2400 430263	342	101000
20	02/10/26 2/26	Electric Bill	7,096.45			5210 430500	342	101000
21	02/10/26 2/26	Electric Bill	976.11			5310 430600	342	101000
22	02/10/26 2/26	Electric Bill	541.38			5410 430840	342	101000
23	02/10/26 2/26	Electric Bill	56.99			1000 460430	342	101000
24	02/10/26 2/26	Electric Bill	119.52			1000 470270	300	101000
250508	31873S 01388 3	RIVERS COMMUNICATIONS INC	754.38					
2	02/01/26 2/26	Phone Bill	39.40			1000 410550	344	101000
3	02/01/26 2/26	Phone Bill	39.40			5210 430570	344	101000
4	02/01/26 2/26	Phone Bill	39.40			5310 430670	344	101000
5	02/01/26 2/26	Phone Bill	39.40			5410 430870	344	101000
6	02/01/26 2/26	Phone Bill	23.18*			1000 430200	344	101000
7	02/01/26 2/26	Phone Bill	23.18*			5210 430500	344	101000
8	02/01/26 2/26	Phone Bill	23.18			5310 430600	344	101000
9	02/01/26 2/26	Phone Bill	23.18			5410 430830	344	101000
10	02/01/26 2/26	Phone Bill	177.67			1000 460442	344	101000
11	02/01/26 2/26	Phone Bill	71.46			1000 420400	344	101000
12	02/01/26 2/26	Phone Bill	71.45			1000 420401	344	101000
13	02/01/26 2/26	Phone Bill	6.95			1000 410200	344	101000
14	02/01/26 2/26	Phone Bill	6.96			5210 430512	344	101000
15	02/01/26 2/26	Phone Bill	6.96			5310 430612	344	101000
16	02/01/26 2/26	Phone Bill	6.96			5410 430812	344	101000
17	02/01/26 2/26	Phone Bill	5.19			1000 460445	344	101000
18	02/01/26 2/26	Phone Bill	85.58			5310 430600	344	101000
19	02/01/26 2/26	Phone Bill	32.44*			5210 430500	344	101000
20	02/01/26 2/26	Phone Bill	32.44*			5210 430500	344	101000
250509	00309	PREFERRED OFFICE EQUIPMENT	454.76					
2	57457 02/02/26 2/26	Maintenance/Copies	70.89			1000 410550	300	101000
3	57457 02/02/26 2/26	Maintenance/Copies	70.89			5210 430570	300	101000
4	57457 02/02/26 2/26	Maintenance/Copies	70.90			5310 430670	300	101000
5	57457 02/02/26 2/26	Maintenance/Copies	70.90			5410 430870	300	101000
6	57674 02/16/26 2/26	Maintenance/Copies Shop	15.64*			1000 430200	300	101000
7	57674 02/16/26 2/26	Maintenance/Copies Shop	15.64*			5210 430500	300	101000
8	57674 02/16/26 2/26	Maintenance/Copies Shop	15.64*			5310 430600	300	101000

02/26/26  
12:02:05

CITY OF SHELBY  
Claim Details  
For the Accounting Period: 2/26

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Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
9	57674 02/16/26 2/26	Maintenance/Copies Shop	15.65			5410 430840	300	101000
11	57675 02/16/26 2/26	Maintenance/Copies CC	78.13*			1000 460442	300	101000
12	57458 02/02/26 2/26	Maintenance/Copies	7.62			1000 410550	300	101000
13	57458 02/02/26 2/26	Maintenance/Copies	7.62			5210 430570	300	101000
14	57458 02/02/26 2/26	Maintenance/Copies	7.62			5310 430670	300	101000
15	57458 02/02/26 2/26	Maintenance/Copies	7.62			5410 430870	300	101000
250510	318748 02586	DIS TECHNOLOGIES	963.00					
1	18068 02/05/26	Monthly Managed Services	145.00			1000 410550	300	101000
2	18068 02/05/26	Monthly Managed Services	145.00			5210 430570	300	101000
3	18068 02/05/26	Monthly Managed Services	145.00			5310 430670	300	101000
4	18068 02/05/26	Monthly Managed Services	145.00			5410 430870	300	101000
6	18068 02/05/26	Monthly Managed Services	72.50*			1000 460442	300	101000
7	18068 02/05/26	Monthly Managed Services	54.37*			1000 430200	300	101000
8	<del>18068 02/05/26</del>	<del>Monthly Managed Services</del>	<del>54.37*</del>			<del>5210 430500</del>	<del>300</del>	<del>101000</del>
9	18068 02/05/26	Monthly Managed Services	54.38*			5310 430600	300	101000
10	18068 02/05/26	Monthly Managed Services	54.38			5410 430830	300	101000
11	18068 02/05/26	Monthly Microsoft 365	23.25			1000 410550	300	101000
12	18068 02/05/26	Monthly Microsoft 365	23.25			5210 430570	300	101000
13	18068 02/05/26	Monthly Microsoft 365	23.25			5310 430670	300	101000
	18068 02/05/26	Monthly Microsoft 365	23.25			5410 430870	300	101000
250511	01137	AQUA TECH LABORATORY	25.00					
	FWSID# MT0005064							
1	42794 02/04/26	NCMRWA Monthly Water Test	25.00*			5210 430500	300	101000
250512	999998	KEITH THAUT	72.50					
1	01/31/25	travel x2	72.50*			1000 420500	370	101000
250513	01700	ORKIN, INC	1,096.32					
2	01/30/26	pool january	157.76*			1000 460445	300	101000
3	02/28/26	pool year in advance	908.70*			1000 460445	300	101000
4	02/03/26	civic center january	29.86*			1000 460442	300	101000
250514	02601	NORTHERN PLAINS ELECTRIC LLC	2,337.55					
1	2102 10/28/25	CFD wiring/lights/photo cells	2,337.55		35333	1000 420400	300	101000
250515	02335	CINTAS CORPORATION	37.40					
1	5282538612 07/24/25	CFD first aid supplies	37.40*		35332	1000 420400	200	101000

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250516		00088 CARQUEST AUTO PARTS	154.37					
1	395661 01/18/26 RFD spark plugs-cleaner		201.80		35331	1000 420401	200	101000
2	395662 01/18/26 RFD refund-core		-47.43		35331	1000 420401	200	101000
250517		01946 ALL SEASON HEATING & AIR service, thermostat and batteries	231.79					
1	58392 01/26/26 CFD heater service		231.79		35330	1000 420400	300	101000
250518		02639 BII MONTANA	418.72					
1	84906 01/17/26 CFD trash bags		41.98*		35329	1000 420400	200	101000
2	CL55558 01/31/26 RFD fuel		376.74		35329	1000 420401	230	101000
250519		02595 PONDEROSA PUBLICATIONS LLC	96.00					
3	79316 01/28/26 Conditional Use ash/6th st s		48.00*			1000 420500	300	101000
4	80339 02/11/26 Conditional Use ash/6th st s		48.00*			1000 420500	300	101000
250520		00139 MARIAS VETERINARY CLINIC Rocket & Xena	277.00					
2	106314 02/10/26 malnourishment check		277.00*			1000 440600	300	101000
250521		02656 STAHLY ENGINEERING & ASSOCIATES, engineerx14.5hrs land surveyorx19hrs	5,324.75					
1	8 02/06/26 2023 subdivision admin		5,324.75*			1000 420500	300	101000
250522		00119 SHELBY VOLUNTEER FIRE DEPT	12,500.00					
1	11/04/25 CFD-heiman compressor		12,500.00			1000 420400	900	101000
250523		00442 SHELBY AREA CHAMBER OF COMMERCE Approved at meeting 2.12.26 canopy approved via email 10.28.25	6,735.00					
1	02/13/26 TBID-chamber staffing bonus		3,000.00			7199 460301	701	101000
3	02/13/26 TBID-chamber dues		2,000.00			7199 460301	701	101000
4	02/20/26 TBID-pop up canopy		1,735.00			7199 460301	701	101000
250524		02590 SHELBY KIWANIS approved at meeting 2.12.26	500.00					
1	02/13/26 TBID kite festival sponsorship		500.00			7199 460301	701	101000
250525		02716 LOW CASH CUSTOMS approved at meeting 2.12.26	1,200.00					
1	02/13/26 TBID-shelby car show donation		1,200.00			7199 460301	701	101000

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250526	02425 DRY FORK PLUMBING & HEATING INC		9,000.00					
1	4511 02/16/26 614 granite plumbing rough in		9,000.00			7030 470000	900 2299	101000
250527	01124 FIRST INTERSTATE BANK		1,258.96					
1	251225-863 12/25/25 Landfill Trust Qtly-LF03CL		648.86			5410 430870	300	102210
2	251225-863 12/25/25 Landfill Trust Qtly-LF03PO		610.10			5410 430870	300	102210
250528	02717 MONTANA LODGING & HOSPITALITY		1,638.00					
	approved via email 2.17.26							
1	7157 02/16/26 TBID MLBA membership dues		1,638.00			7199 460301	701	101000
250529	01984 BIG SKY CREATIVE WORKS		80.00					
	approved via email 2.17.26							
1	2026-02-18 02/18/26 TBID shirts for Shane		80.00			7199 460301	701	101000
250530	00039 PETTY CASHIER		90.00					
1	3045 02/18/26 2/26 legal filings		22.50			1000 410550	300	101000
2	3045 02/18/26 2/26 legal filings		22.50			5210 430570	300	101000
3	3045 02/18/26 2/26 legal filings		22.50			5310 430670	300	101000
	3045 02/18/26 2/26 legal filings		22.50			5410 430870	300	101000
250531	02335 CINTAS CORPORATION		118.73					
1	5311861410 01/08/26 med kit restock		29.68			1000 430200	200	101000
2	5311861410 01/08/26 med kit restock		29.68			5210 430500	200	101000
3	5311861410 01/08/26 med kit restock		29.68*			5310 430600	200	101000
4	5311861410 01/08/26 med kit restock		29.69*			5410 430840	200	101000
250532	02190 BAUMAN, CHRISTINE		65.00					
1	02/19/26 recycling trailer to GF		65.00			1000 480100	200	101000
250533	00016 GENERAL DISTRIBUTING CO		750.55					
1	1601114 02/04/26 welding torch tip		6.55			1000 430200	200	101000
2	1601114 02/04/26 welding torch tip		6.55			5210 430500	200	101000
3	1601114 02/04/26 welding torch tip		6.55*			5310 430600	200	101000
4	1601114 02/04/26 welding torch tip		6.55			5410 430830	200	101000
5	1601087 02/04/26 1/4" gas hose		7.50			1000 430200	200	101000
6	1601087 02/04/26 1/4" gas hose		7.50			5210 430500	200	101000
7	1601087 02/04/26 1/4" gas hose		7.50*			5310 430600	200	101000
8	1601087 02/04/26 1/4" gas hose		7.50			5410 430830	200	101000
9	1595995 01/29/26 300amp welding cord/plasma cu		87.74			1000 430200	200	101000
10	1595995 01/29/26 300amp welding cord/plasma cu		87.74			5210 430500	200	101000
11	1595995 01/29/26 300amp welding cord/plasma cu		87.74*			5310 430600	200	101000
12	1595995 01/29/26 300amp welding cord/plasma cu		87.74			5410 430830	200	101000
13	1604494 02/18/26 welding tips-kit		69.74			1000 430200	200	101000

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14	1604494	02/18/26 welding tips-kit	69.74			5210 430500	200	101000
15	1604494	02/18/26 welding tips-kit	69.74*			5310 430600	200	101000
16	1604494	02/18/26 welding tips-kit	69.75			5410 430830	200	101000
17	1597698	01/31/26 tank fuel-welding	8.69			1000 430200	200	101000
18	1597698	01/31/26 tank fuel-welding	8.70			5210 430500	200	101000
19	1597698	01/31/26 tank fuel-welding	8.69*			5310 430600	200	101000
20	1597698	01/31/26 tank fuel-welding	8.70			5410 430830	200	101000
21	1602943	02/11/26 welding accessories	7.41			1000 430200	200	101000
22	1602943	02/11/26 welding accessories	7.41			5210 430500	200	101000
23	1602943	02/11/26 welding accessories	7.41*			5310 430600	200	101000
24	1602943	02/11/26 welding accessories	7.41			5410 430830	200	101000
250534	00534	IVERSON CONSTRUCTION & CONCRETE	7,500.00					
1	02/20/26 614	Granite materials	7,500.00			7030 470000	900 2299	101000
250535	02069	NATIONAL LAUNDRY CO	16.68					
1	46764 02/11/26	red shop towels/rags	4.17			1000 430200	200	101000
2	46764 02/11/26	red shop towels/rags	4.17			5210 430500	200	101000
3	46764 02/11/26	red shop towels/rags	4.17*			5310 430600	200	101000
4	46764 02/11/26	red shop towels/rags	4.17*			5410 430840	200	101000
250536	02304	MOTOR POWER GREAT FALLS INC	835.02					
1	02GI370839 11/24/25	wiper motor assembly	349.45		33334	1000 430200	200	101000
2	02GI371641 12/16/25	wiper motor assembly retur	-349.45		33334	1000 430200	200	101000
3	02GI374249 02/19/26	leaf spring assembly-end p	700.00			1000 430200	200	101000
4	02GI374020 02/16/26	tie rod ends	135.02			1000 430200	200	101000
250537	01161	USA BLUE BOOK	3,230.77					
1	961219 02/12/26	hach HQ field case	295.85*			5310 430600	200	101000
2	961010 02/11/26	LDO probe/BOD probe buffer pac	2,934.92*			5310 430600	200	101000
250538	02097	FASTENAL COMPANY	390.10					
1	242969 01/13/26	gloves/connectors/bolts	85.80			1000 430200	200	101000
2	242969 01/13/26	gloves/connectors/bolts	85.80			5210 430500	200	101000
3	242969 01/13/26	gloves/connectors/bolts	85.80*			5310 430600	200	101000
4	242969 01/13/26	gloves/connectors/bolts	85.80*			5410 430840	200	101000
5	242970 01/13/26	disposable gloves	11.71			1000 430200	200	101000
6	242970 01/13/26	disposable gloves	11.73			5210 430500	200	101000
7	242970 01/13/26	disposable gloves	11.73*			5310 430600	200	101000
8	242970 01/13/26	disposable gloves	11.73*			5410 430840	200	101000

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250539		00027 MARKS TIRE & ALIGNMENT	500.00					
1	82146 12/30/25 flat repair-truck		75.00*			1000 430200	300	101000
2	82154 12/31/25 flat repair		30.00*			1000 430200	300	101000
3	82123 12/29/25 flat repair-animal control		30.00*			1000 440600	300	101000
4	82196 01/06/26 flat repair-truck		75.00*			1000 430200	300	101000
5	82183 01/05/26 3 flat repair/plug		265.00*			1000 430200	300	101000
6	82253 01/13/26 truck tire repair		25.00*			1000 430200	300	101000
250540		02601 NORTHERN PLAINS ELECTRIC LLC	1,061.57					
1	2212 02/19/26 hotsey motor rebuild/troublesh		217.89*			1000 430200	300	101000
2	2212 02/19/26 hotsey motor rebuild/troublesh		217.89*			5210 430500	300	101000
3	2212 02/19/26 hotsey motor rebuild/troublesh		217.89*			5310 430600	300	101000
4	2212 02/19/26 hotsey motor rebuild/troublesh		217.90			5410 430830	300	101000
5	2213 02/19/26 troubleshoot power-well 1		190.00*			5210 430500	300	101000
250541		00300 AMERICAN PIPE & SUPPLY CO	512.64					
1	S33746 02/16/26 2x6 tubing x48 - screens		512.64*			5410 430840	200	101000
250542		02569 COLONIAL RESEARCH	2,803.26					
1	154773 02/13/26 blast-degreaser/dinamite		112.17			1000 430200	200	101000
2	154773 02/13/26 blast-degreaser/dinamite		112.18			5210 430500	200	101000
3	154773 02/13/26 blast-degreaser/dinamite		112.17*			5310 430600	200	101000
4	154773 02/13/26 blast-degreaser/dinamite		112.18			5410 430830	200	101000
5	154773 02/13/26 paint/count/cold/bio/ship		2,354.56*			5310 430600	200	101000
250543		01321 GLACIER MOTOR SALES & SERVICE	2,203.76					
1	W129901 01/30/26 steering gear box/oil		1,612.62			5410 430830	200	101000
2	S20950 01/28/26 front drum/brake shoe		591.14			1000 430200	200	101000
250544		02718 DAKOTA SUPPLY GROUP	703.90					
1	S105432226 02/11/26 6" top bolt couplers x2		703.90			5210 430500	200	101000
250545		0263 STUTZ, JENNIFER	3,500.00					
1	02/25/26 2/26 legal services		875.00			1000 411100	350	101000
2	02/25/26 2/26 legal services		875.00			5210 430513	350	101000
3	02/25/26 2/26 legal services		875.00			5310 430613	350	101000
4	02/25/26 2/26 legal services		875.00			5410 430813	350	101000
250546		02473 JONAS SPRINKLERS & FERTILIZER	6,520.71					
	Aronow, Champions, & Splash/Pool parks pro four Meadowlark park select care							
1	02/26/25 pre-pay aronow park		3,128.52			1000 460430	300	101000
2	02/26/25 pre-pay champions park		880.48			1000 460430	300	101000
3	02/26/25 pre-pay splash/pool park		1,742.11			1000 460430	300	101000

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4	02/26/25 pre-pay meadowlark park		769.60			1000 460430	300	101000
250547	02639 BTI MONTANA		4,166.85					
1	CL55429 01/31/26 fuel-animal control		156.69*			1000 440600	230	101000
2	CL55429 01/31/26 fuel-garbage		133.34			5410 430830	230	101000
3	CL55429 01/31/26 fuel-garbage		207.70			5410 430830	230	101000
4	CL55429 01/31/26 fuel-garbage		274.73			5410 430830	230	101000
5	CL55429 01/31/26 fuel-water		461.14			5210 430500	230	101000
6	CL55429 01/31/26 fuel-streets		1,000.00			1000 430200	230	101000
7	912873 02/03/26 fuel-landfill		412.93			5410 430840	230	101000
8	86739 02/17/26 gloves		36.99*			1000 440600	200	101000
9	361855 01/30/26 propane-uv building		270.00			5210 430500	230	101000
10	85918 02/03/26 wax extender		12.99			1000 460445	200	101000
11	86343 02/10/25 stop valve/nipples		39.46			1000 460430	200	101000
12	87149 02/24/26 black pipe		13.20			1000 460430	200	101000
13	87144 02/24/26 spray primer/sheeting		108.42			1000 460430	200	101000
14	86307 02/10/26 screws		4.44			1000 460430	200	101000
15	85287 01/23/26 flap disc/paint		12.62			1000 430200	200	101000
16	85287 01/23/26 flap disc/paint		12.61			5210 430500	200	101000
17	85287 01/23/26 flap disc/paint		12.61*			5310 430600	200	101000
18	85287 01/23/26 flap disc/paint		12.61			5410 430830	200	101000
19	84709 01/14/26 levellock tape/cutting wheel		11.25			1000 430200	200	101000
20	84709 01/14/26 levellock tape/cutting wheel		11.24			5210 430500	200	101000
21	84709 01/14/26 levellock tape/cutting wheel		11.24*			5310 430600	200	101000
22	84709 01/14/26 levellock tape/cutting wheel		11.24			5410 430830	200	101000
23	85884 02/03/26 cutting wheel/iron		23.27			1000 430200	200	101000
24	85884 02/03/26 cutting wheel/iron		23.27			5210 430500	200	101000
25	85884 02/03/26 cutting wheel/iron		23.27*			5310 430600	200	101000
26	85884 02/03/26 cutting wheel/iron		23.27			5410 430830	200	101000
27	85993 02/04/26 coveralls-disposable		9.48			1000 430200	200	101000
28	85993 02/04/26 coveralls-disposable		9.49			5210 430500	200	101000
29	85993 02/04/26 coveralls-disposable		9.49*			5310 430600	200	101000
30	85993 02/04/26 coveralls-disposable		9.49			5410 430830	200	101000
31	86033 02/05/26 welding goggles		5.49			1000 430200	200	101000
32	86033 02/05/26 welding goggles		5.50			5210 430500	200	101000
33	86033 02/05/26 welding goggles		5.50*			5310 430600	200	101000
34	86033 02/05/26 welding goggles		5.50			5410 430830	200	101000
35	85999 02/04/26 30" handle/welding wire		27.49			1000 430200	200	101000
36	85999 02/04/26 30" handle/welding wire		27.49			5210 430500	200	101000
37	85999 02/04/26 30" handle/welding wire		27.49*			5310 430600	200	101000
38	85999 02/04/26 30" handle/welding wire		27.49			5410 430830	200	101000
39	86867 02/19/26 cat litter		15.48			1000 430200	200	101000
40	86867 02/19/26 cat litter		15.50			5210 430500	200	101000
41	86867 02/19/26 cat litter		15.50*			5310 430600	200	101000
42	86867 02/19/26 cat litter		15.50			5410 430830	200	101000

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43	86204 02/08/26	dry cat food	6.74			1000 430200	200	101000
44	86204 02/08/26	dry cat food	6.75			5210 430500	200	101000
45	86204 02/08/26	dry cat food	6.75*			5310 430600	200	101000
46	86204 02/08/26	dry cat food	6.75			5410 430830	200	101000
47	84734R 01/15/26	return-cutting wheel	-33.98*			5410 430840	200	101000
48	84362 01/09/26	welding rod/electrode	55.98*			5410 430840	200	101000
49	86052 02/05/26	wire spool	49.99*			5410 430840	200	101000
50	86035 02/05/26	flat soapstone	13.08*			5410 430840	200	101000
51	86372 02/11/26	flap disc/welding wire	154.15*			5410 430840	200	101000
52	86899 02/19/26	wire spool	61.99*			5410 430840	200	101000
53	87127 02/23/26	sch 40 pvc pipe	11.00*			5410 430840	200	101000
54	84681 01/14/26	light bulbs	275.24			1000 411202	200	101000
250548	00088	CARQUEST AUTO PARTS	481.36					
1	396259 02/04/26	hinge clutch brake	40.82			1000 430200	200	101000
2	396276 02/04/26	window kit/75w40 oil	72.75			1000 430200	200	101000
3	396793 02/17/26	wiper blades	56.94			1000 430200	200	101000
4	297067 02/24/26	battery/core return	200.90			1000 430200	200	101000
5	397068 02/24/26	mini bulb/grease	15.52			1000 430200	200	101000
6	397070 02/24/26	long life bulb	9.77			1000 430200	200	101000
	396444 02/09/26	ptx orange cleaner	3.46			1000 430200	200	101000
8	396444 02/09/26	ptx orange cleaner	3.45			5210 430500	200	101000
9	396444 02/09/26	ptx orange cleaner	3.45*			5310 430600	200	101000
10	396444 02/09/26	ptx orange cleaner	3.45			5410 430830	200	101000
11	396474 02/10/26	blow gun tip	5.96			1000 430200	200	101000
12	396474 02/10/26	blow gun tip	5.96			5210 430500	200	101000
13	396474 02/10/26	blow gun tip	5.96*			5310 430600	200	101000
14	396474 02/10/26	blow gun tip	5.96			5410 430830	200	101000
15	396851 02/18/26	spark plug/compression tester	6.05			1000 430200	200	101000
16	396851 02/18/26	spark plug/compression tester	6.04			5210 430500	200	101000
17	396851 02/18/26	spark plug/compression tester	6.04*			5310 430600	200	101000
18	396851 02/18/26	spark plug/compression tester	6.04			5410 430830	200	101000
19	397041 02/24/26	star key-9 piece	3.64			1000 430200	200	101000
20	397041 02/24/26	star key-9 piece	3.65			5210 430500	200	101000
21	397041 02/24/26	star key-9 piece	3.65*			5310 430600	200	101000
22	397041 02/24/26	star key-9 piece	3.65			5410 430830	200	101000
23	396473 02/10/26	hose clamp/hose	8.25			5410 430830	200	101000
250549	02045	NAPA AUTO PARTS	2,016.73					
1	245153 02/11/26	argon	32.72			1000 430200	200	101000
2	245153 02/11/26	argon	32.73			5210 430500	200	101000
3	245153 02/11/26	argon	32.73*			5310 430600	200	101000
4	245153 02/11/26	argon	32.73*			5410 430840	200	101000
5	245203 02/12/26	brakln cleaner	11.49			1000 430200	200	101000
6	245203 02/12/26	brakln cleaner	11.50			5210 430500	200	101000

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7	245203 02/12/26	brakln cleaner	11.50*			5310 430600	200	101000
8	245203 02/12/26	brakln cleaner	11.50*			5410 430840	200	101000
9	245617 02/24/26	shop towels/glass cleaner	7.50			1000 430200	200	101000
10	245617 02/24/26	shop towels/glass cleaner	7.49			5210 430500	200	101000
11	245617 02/24/26	shop towels/glass cleaner	7.49*			5310 430600	200	101000
12	245617 02/24/26	shop towels/glass cleaner	7.49*			5410 430840	200	101000
13	244524 01/27/26	filter	20.22			1000 430200	200	101000
14	244524 01/27/26	filter	20.22			5210 430500	200	101000
15	244524 01/27/26	filter	20.22*			5310 430600	200	101000
16	244524 01/27/26	filter	20.22*			5410 430840	200	101000
17	245081 02/10/26	filters	55.17			1000 430200	200	101000
18	245081 02/10/26	filters	55.18			5210 430500	200	101000
19	245081 02/10/26	filters	55.18*			5310 430600	200	101000
20	245081 02/10/26	filters	55.18*			5410 430840	200	101000
21	244881 02/05/26	brake cleaner	10.71			1000 430200	200	101000
22	244881 02/05/26	brake cleaner	10.71			5210 430500	200	101000
23	244881 02/05/26	brake cleaner	10.71*			5310 430600	200	101000
24	244881 02/05/26	brake cleaner	10.71*			5410 430840	200	101000
25	245028 02/09/26	argon	32.72			1000 430200	200	101000
26	245028 02/09/26	argon	32.73			5210 430500	200	101000
27	245028 02/09/26	argon	32.73*			5310 430600	200	101000
28	245028 02/09/26	argon	32.73*			5410 430840	200	101000
29	244785 02/03/26	grinding wheel/flap disc/oxyge	33.62			1000 430200	200	101000
30	244785 02/03/26	grinding wheel/flap disc/oxyge	33.62			5210 430500	200	101000
31	244785 02/03/26	grinding wheel/flap disc/oxyge	33.62*			5310 430600	200	101000
32	244785 02/03/26	grinding wheel/flap disc/oxyge	33.62*			5410 430840	200	101000
33	244718 02/02/26	wire exchange	0.00			1000 430200	200	101000
34	244718 02/02/26	wire exchange	0.00			5210 430500	200	101000
35	244718 02/02/26	wire exchange	0.00*			5310 430600	200	101000
36	244718 02/02/26	wire exchange	0.00*			5410 430840	200	101000
37	243990 01/13/26	filters	9.93			1000 430200	200	101000
38	243990 01/13/26	filters	9.92			5210 430500	200	101000
39	243990 01/13/26	filters	9.92*			5310 430600	200	101000
40	243990 01/13/26	filters	9.92*			5410 430840	200	101000
41	243992 01/13/26	filter	14.90			1000 430200	200	101000
42	243992 01/13/26	filter	14.90			5210 430500	200	101000
43	243992 01/13/26	filter	14.90*			5310 430600	200	101000
44	243992 01/13/26	filter	14.90*			5410 430840	200	101000
45	243993 01/13/26	filter	15.18			1000 430200	200	101000
46	243993 01/13/26	filter	15.19			5210 430500	200	101000
47	243993 01/13/26	filter	15.19*			5310 430600	200	101000
48	243993 01/13/26	filter	15.19*			5410 430840	200	101000
49	243994 01/13/26	restock filters	87.81			1000 430200	200	101000
50	243994 01/13/26	restock filters	87.83			5210 430500	200	101000
51	243994 01/13/26	restock filters	87.83*			5310 430600	200	101000

02/26/26  
12:02:05

CITY OF SHELBY  
Claim Details  
For the Accounting Period: 2/26

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\* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
52	243994 01/13/26	restock filters	87.83*			5410 430840	200	101000
53	244008 01/14/26	return filter	-14.90			1000 430200	200	101000
54	244008 01/14/26	return filter	-14.90			5210 430500	200	101000
55	244008 01/14/26	return filter	-14.90*			5310 430600	200	101000
56	244008 01/14/26	return filter	-14.90*			5410 430840	200	101000
57	243989 01/13/26	filters	20.77			1000 430200	200	101000
58	243989 01/13/26	filters	20.78			5210 430500	200	101000
59	243989 01/13/26	filters	20.78*			5310 430600	200	101000
60	243989 01/13/26	filters	20.78*			5410 430840	200	101000
61	243719 01/07/26	filters	53.00			1000 430200	200	101000
62	243719 01/07/26	filters	53.02			5210 430500	200	101000
63	243719 01/07/26	filters	53.02*			5310 430600	200	101000
64	243719 01/07/26	filters	53.02*			5410 430840	200	101000
65	243695 01/06/26	cup cone set/hub seals	377.75			1000 430200	200	101000
66	245047 02/10/26	hose/hose clamps	57.98			5410 430830	200	101000
67	244844 02/04/26	mud flaps	17.40			5410 430830	200	101000
250550	E 01226	FAGENSTROM CO	3,285.00					
1	5715 02/24/26	sewer manhole & lid	3,285.00*			5310 430600	200	101000
51	01118	PACIFIC STEEL & RECYCLING	33.00					
1	9264742 02/24/26	1" rolled metal 21'	33.00			5410 430830	200	101000
250552	02714	A&I DISTRIBUTORS	568.55					
1	168765 01/22/26	hyd oil-compactors	568.55			5410 430830	200	101000
250553	02623	SHELBY PAINT & HARDWARE	646.91					
1	28834 02/09/26	cutting wheel	19.98*			5410 430840	200	101000
2	28498 02/04/26	magic eraser	17.97*			5310 430600	200	101000
3	29936 02/24/26	nipple/angle stp valve	35.55			1000 460430	200	101000
4	29498 02/18/26	lysol/febreze	48.53			1000 460442	200	101000
5	28880 02/09/26	seat bolt/seat hinge	15.58			1000 460442	200	101000
6	28385 02/03/26	keys	25.96			1000 460442	200	101000
7	28393 02/03/26	keys	11.98			1000 460442	200	101000
8	29818 02/23/26	pry bar set	7.24			1000 430200	200	101000
9	29818 02/23/26	pry bar set	7.25			5210 430500	200	101000
10	29818 02/23/26	pry bar set	7.25*			5310 430600	200	101000
11	29818 02/23/26	pry bar set	7.25			5410 430830	200	101000
12	28900 02/10/26	extension cords	15.48			1000 430200	200	101000
13	28900 02/10/26	extension cords	15.50			5210 430500	200	101000
14	28900 02/10/26	extension cords	15.50*			5310 430600	200	101000
15	28900 02/10/26	extension cords	15.50			5410 430830	200	101000
16	29158 02/13/26	mop head	2.39			1000 430200	200	101000
17	29158 02/13/26	mop head	2.40			5210 430500	200	101000
18	29158 02/13/26	mop head	2.40*			5310 430600	200	101000

02/26/26  
12:02:05

CITY OF SHELBY  
Claim Details  
For the Accounting Period: 2/26

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\* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
19	29158 02/13/26 mop head		2.40			5410 430830	200	101000
20	28439 02/03/26 clothes hook		8.29			1000 430200	200	101000
21	28439 02/03/26 clothes hook		8.29			5210 430500	200	101000
22	28439 02/03/26 clothes hook		8.29*			5310 430600	200	101000
23	28439 02/03/26 clothes hook		8.29			5410 430830	200	101000
24	28274 02/01/26 cat food		1.49			1000 430200	200	101000
25	28274 02/01/26 cat food		1.50			5210 430500	200	101000
26	28274 02/01/26 cat food		1.50*			5310 430600	200	101000
27	28274 02/01/26 cat food		1.50			5410 430830	200	101000
28	28552 02/04/26 lever flush		9.59			1000 460442	200	101000
29	29465 02/18/26 propane torch-fuel		43.17			5210 430500	200	101000
30	29931 02/24/26 bottle brushes		23.98			5210 430500	200	101000
31	28417 02/03/26 paint		164.96			1000 460439	200	101000
32	28845 02/09/26 paint		54.99			1000 460439	200	101000
33	29892 02/24/26 spray paint		26.97			1000 460430	200	101000
34	28541 02/04/26 sand cloth		1.99			1000 430200	200	101000
35	28541 02/04/26 sand cloth		2.00			5210 430500	200	101000
36	28541 02/04/26 sand cloth		2.00*			5310 430600	200	101000
37	28541 02/04/26 sand cloth		2.00			5410 430830	200	101000
250554	00083 MARIAS HEALTHCARE		300.00					
1	01/29/26 DOT physical-Barnes		150.00*			1000 430200	300	101000
5	02/23/26 DOT physical-Hoover		150.00*			1000 430200	300	101000
250555	01677 STAPLES		5.00					
1	6054604419 01/31/26 binder clips		1.25			1000 430200	200	101000
2	6054604419 01/31/26 binder clips		1.25			5210 430500	200	101000
3	6054604419 01/31/26 binder clips		1.25*			5310 430600	200	101000
4	6054604419 01/31/26 binder clips		1.25			5410 430830	200	101000
250556	01946 ALL SEASON HEATING & AIR furnace & a/c		6,000.00					
1	57732-2 02/25/26 614 Ganite Ave install		6,000.00			7030 470000	900 2299	101000
250557	02551 TRIPLE TREE ENGINEERING INC		1,545.00					
1	26-006-002 02/24/26 EDA Grant Application		1,545.00*			4000 460465	300	101000
250558	E 01593 I-STATE TRUCK CENTER		88.79					
1	C252168472 02/24/26 latch-hood		88.79			5410 430830	200	101000

02/26/26  
12:02:05

CITY OF SHELBY  
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\* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
250559	02619	JOE JOHNSON EQUIPMENT	1,172.67					
1	E03615 02/24/26	sweeper brooms	1,172.67			1000 430200	200	101000
250560	02605	SYSTEMS NORTHWEST LLC	200.00					
1	20567 02/26/26	CC Duress System annual monito	200.00*			1000 460442	300	101000
		# of Claims	70	Total:	203,180.08			
			Total Electronic Claims	5,031.79	Total Non-Electronic Claims		198148.29	



Quote

LL-OFFS USA  
 P.O. BOX 727  
 DURANT, OKLAHOMA 74702-0727  
 (580) 924-6355

Order Number: 0056365  
 Order Date: 2/17/2026

Salesperson: HOUS  
 Customer Number: CITSHEL

**Sold To:**  
 CITY OF SHELBY  
 112 FIRST STREET SOUTH  
 Shelby, MT 59474

**Ship To:**  
 CITY OF SHELBY  
 8567 US 70  
 CUSTOMER PICK UP  
 Mead, OK 73449

**Confirm To:**  
 Jade 406-434-5222

Customer P.O.	Ship VIA	F.O.B.	Terms			
	OUT		1/2 DOWN REST DUE @ DELIVERY			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
S3H	ONE	36.000	0.000	0.000	644.000	23,184.00

3YD SIDE LOADER  
 Whse: 000  
**Bill Option 1 Option 79** ANCHOR GRAY  
**Bill Option 2 Option 01** HOOK-EMCO 5/8  
**Bill Option 3 Option 01** 1/2 METAL LID W/ 2 PLASTIC  
 3YD SIDE LOAD  
 EMCO HOOK  
 1/2 PLASTIC 1/2 METAL

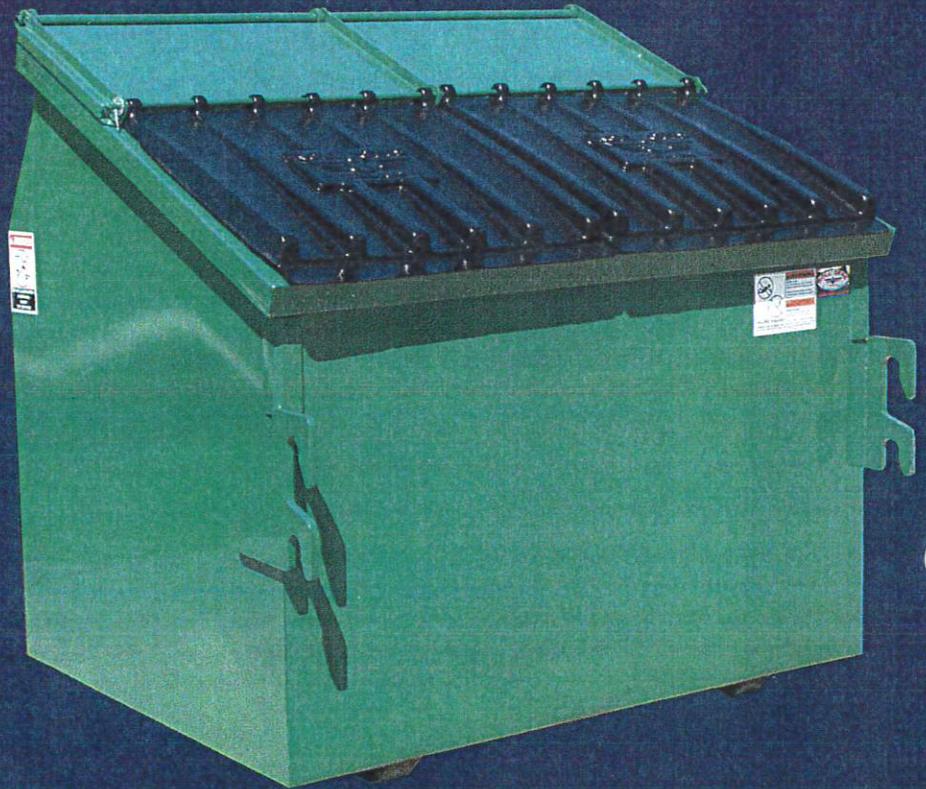
COLOR ~ ANCHOR GRAY  
 CUSTOMER PICK UP VIA COMMON CARRIER/MUST PROVIDE BOL SHOWING OUT OF STATE

QUOTE VALID FOR 14 DAYS

Net Order: 23,184.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 23,184.00**



# Side Load Containers



## Features

- Sizes: 1.5YD, 2YD, 3YD, and 4YD
- 12 ga. Body panels
- 12 ga. Floor
- 1 ½" X 2 ½" Structural tubing on top rails
- 10g full length bottom runners
- Formed floor runners are capped and sloped front and back to reduce parking lot damage
- Robotically formed and welded lid systems

## Lid Options

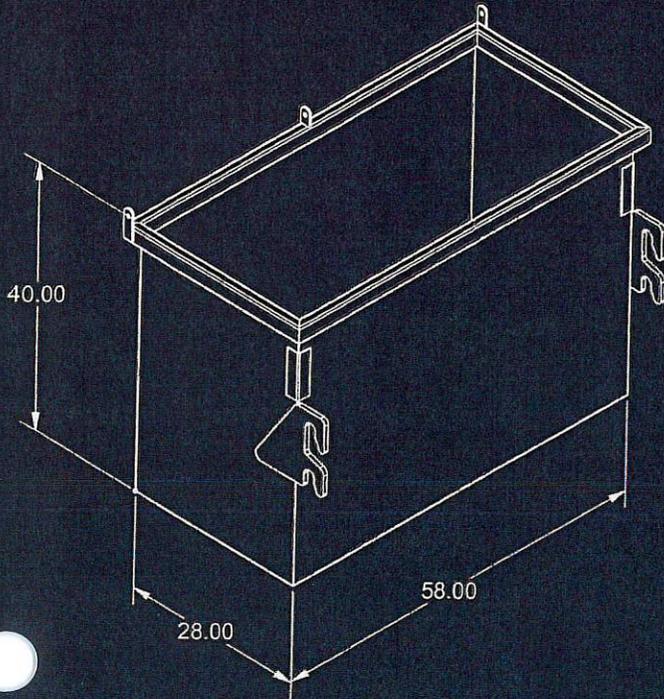
- 2 Piece plastic
- ½ Metal, 2 piece plastic
- 3 Piece metal
- 3 Piece metal w/ bear locks

## Lifting Options

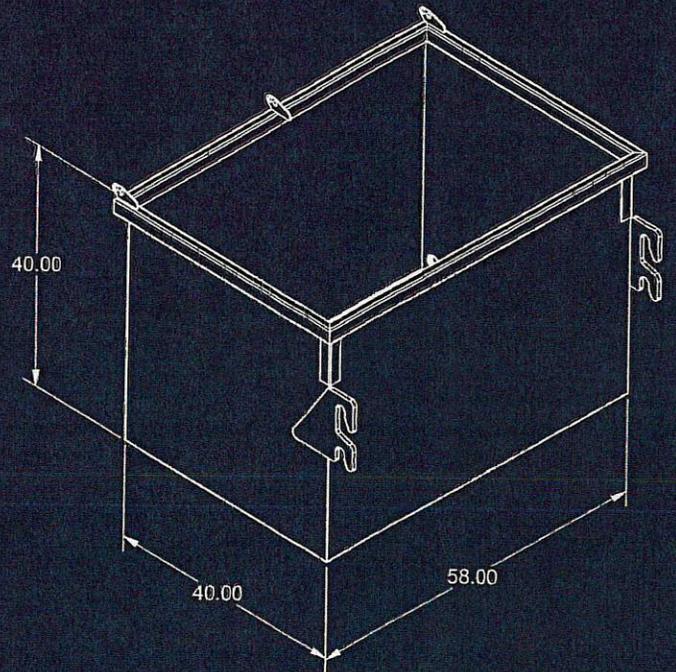
- EMCO hooks
- Pak-Mor arms w/pin
- Pak-Mor arms w/angle



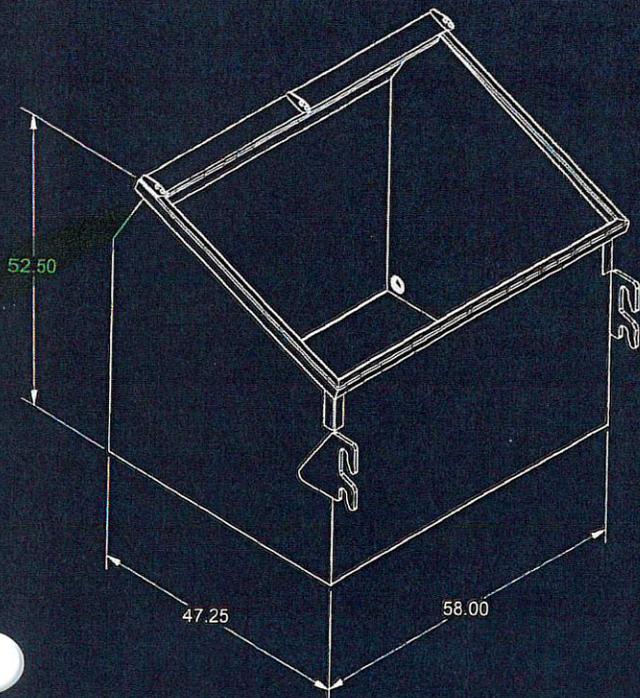
**1.5YD SIDE LOAD**



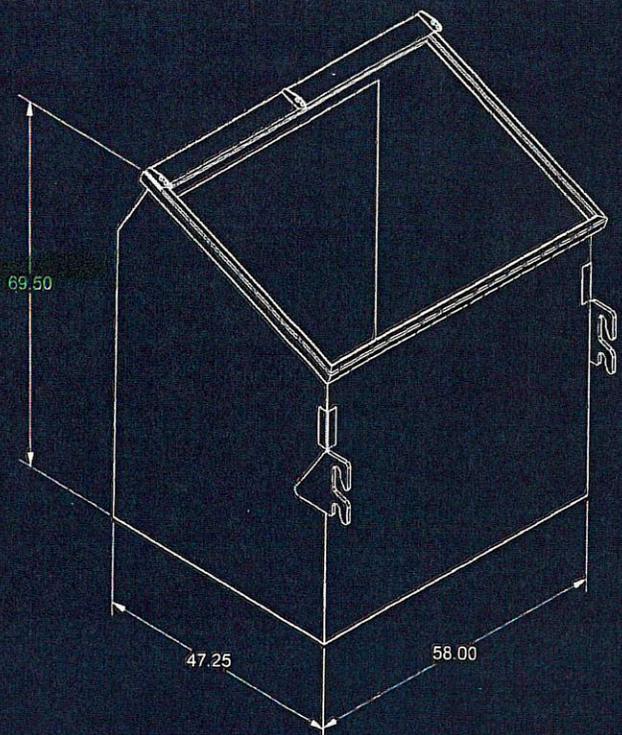
**2YD SIDE LOAD**



**3YD SIDE LOAD**



**4YD SIDE LOAD**





**EXHIBIT "A"**  
**SPECIFIC TASK ORDERS**

February 18, 2026

City of Shelby  
112 1<sup>st</sup> Street South  
Shelby, MT 59474  
Attn: Jade Goroski

**Re: Task Order No. 13**  
**Wastewater Collection Project**  
**Great West Engineering Project No. 1-19332**

Dear Commissioners:

This letter constitutes *Task Order No. 13* to our *Agreement for Professional Services* dated September 15, 2025, for the above-referenced Project. Great West's scope of services, schedule of fees, and schedule for completion of these services ("Services") are as follows:

**See Attachment 1 - EJCDC E500-2020 Professional Services & EJCDC Exhibits**  
**Professional Services**

As compensation for these Services, Client shall pay Great West at hourly rates according to the Schedule of Billing Rates, plus expenses, for an estimated total amount of \$60,000 as determined by the *Consultant Agreement*. This amount cannot be exceeded without Client's prior written approval.

Please have an authorized representative sign both originals of this letter and return one executed original to Great West at the following address:

Great West Engineering, Inc.  
250 Helen P Clarke Street  
Helena, MT 59601

**Acknowledgment.** This *Task Order No. 13* is agreed to by the parties, is effective as of the date of this letter, and becomes a part of the *Agreement for Professional Services* between the parties, which is dated September 15, 2025.

**GREAT WEST ENGINEERING, INC.**

  
\_\_\_\_\_  
William B. Lloyd, PE

\_\_\_\_\_  
President

**CITY OF SHELBY**

\_\_\_\_\_  
Eric Tokerud, Mayor

\_\_\_\_\_  
Date

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



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# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between the **City of Shelby (Owner)** and **Great West Engineering, Inc. (Engineer)**. Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Wastewater Collection System Improvements (Project)**. Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **preliminary design, final design, and bidding for the wastewater collection system project as identified in the 2024 Wastewater Preliminary Engineering Report**.

Owner and Engineer further agree as follows:

### **ARTICLE 1—SERVICES OF ENGINEER**

#### **1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

### **ARTICLE 2—OWNER'S RESPONSIBILITIES**

#### **2.01 Project Information**

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
  - 1. design objectives and constraints;
  - 2. space, capacity, and performance requirements;
  - 3. flexibility and expandability needs;
  - 4. design and construction standards;
  - 5. budgetary limitations; and
  - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;
  3. protocols for electronic transmittals during bidding and construction;
  4. Owner's safety and security programs applicable to Contractor and other Constructors;
  5. diversity and other social responsibility requirements;
  6. bidding and contract requirements of funding, financing, or regulatory entities;
  7. other specific conditions applicable to the procurement of construction or contract documents;
  8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- 
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

#### 2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
  3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
  - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
  - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

#### 2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
  - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
  - 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
  - 4. Perform or provide the following:
    - a. **None**

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service	Amount	Basis of Compensation
1. Basic Services – Management of Engineering Services (Article 1 of Exhibit A)	\$4,900	Time & Materials
2. Basic Services – Study and Report (Article 1 of Exhibit A)		
3. Basic Services – Preliminary Design (Article 1 of Exhibit A)	\$25,200	Time & Materials
4. Basic Services – Final Design (Article 1 of Exhibit A)	\$22,000	Time & Materials
5. Basic Services – Bidding and Negotiating (Article 1 of Exhibit A)	\$7,900	Time & Materials
6. Basic Services – Construction (Article 1 of Exhibit A)	\$	
7. Basic Services – Post Construction (Article 1 of Exhibit A)	\$	
8. Resident Project Representative Services (Exhibit J)	\$	
9. Additional Services (Article 2 of Exhibit A)		

Based on a [To Be Determined]-month continuous construction period.

- 1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
- 2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

## ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

### 3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

### 3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

## ARTICLE 4—INVOICES AND PAYMENTS

### 4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Invoices will include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

## ARTICLE 5—OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that ~~proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.~~ If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6—GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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#### 6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
  - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
  - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
    - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
    - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
    - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

- d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

#### 6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
  - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
  - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
  - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
  - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
  - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
  - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and

any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 Suspension and Termination

##### A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
  - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
  - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
  - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

##### B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
    - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
    - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
    - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
  3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

#### 6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

#### 6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
  - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
  - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
  - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
    - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
    - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

#### 6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner’s knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
  3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
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- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. If the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  2. If the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time

of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
  - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
  - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents,

employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

#### 6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

### ARTICLE 7—DEFINITIONS

#### 7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

### 8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
  - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
  - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **February 18, 2026**.

Owner:

City of Shelby

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Eric Tokerud

(typed or printed)

Title: Mayor

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

112 1<sup>st</sup> Street South

Shelby, MT 59474

Designated Representative:

Name: Jade Goroski

(typed or printed)

Title: Chief Finance Officer

(typed or printed)

Address:

112 1<sup>st</sup> Street South

Shelby, MT 59474

Phone: (406) 434-5222

Email: jade@shelbymt.com

Engineer:

Great West Engineering

(name of organization)

By:

(individual's signature)

Date:

February 18, 2026

(date signed)

Name: Bill Lloyd, PE

(typed or printed)

Title: President

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

Project Manager

(typed or printed)

Address for giving notices:

250 Helen P. Clark

Helena, MT 59601

Designated Representative:

Name: Amy Deitchler

(typed or printed)

Title: Project Manager

(typed or printed)

Address:

250 Helen P Clark

Helena, MT 59601

Phone: (406) 495-6160

Email: adeitchler@greatwesteng.com

**RESOLUTION NO. 2146**

A RESOLUTION GRANTING MARK BECKEDAHL A CONDITIONAL USE PERMIT FOR THE LOT ON THE CORNER OF ASH AVE AND 6<sup>TH</sup> ST S.

WHEREAS, Mark Beckedahl, a resident of Shelby, Montana, applied to the City of Shelby, Montana, for a Conditional Use Permit for the purpose of building a stand-alone garage on the corner of Ash Ave and 6<sup>th</sup> St S.

WHEREAS, public hearings were held in front of the Zoning Commission on February 9, 2026, and the City Council on February 17, 2026, in regards to Mr. Beckedahl's application.

WHEREAS, written findings of fact and recommendations of the Zoning Commission were considered and discussed by the City Council at its February 17, 2026 meeting.

WHEREAS, the City Council is of the position that good cause exists to grant Mr. Beckedahl's applications for a Conditional Use Permit pursuant to the terms provided below.

WHEREAS, the following facts underly the City Council's position that granting Mr. Beckedahl's application for a Conditional Use Permit is justified:

1. The lot is located next to an indoor shooting range.
2. The lot currently lacks access for connection to City sewer service.
3. The possibility of expanding sewer access to the lot and other nearby lots has been considered by the City Council. There is interest amongst the Council in expanding sewer access to that area in the long-term future, but there are numerous other prospective sewer projects that take precedence. This means that any future sewer access to the lot is, realistically, too far out for plans to be made to build a permitted use on the lot.
4. Six different nearby property owners signed petitions in support of the City granting a Conditional Use Permit to Mr. Beckedahl.
5. The granting Mr. Beckedahl's application is in line with the goal of developing vacant lots in existing subdivisions, which is listed as a goal in the City-County growth policy.
6. Including, as a condition of granting the permit, size and location restrictions to allow for a single-family home to possibly be built on the lot in the future if sewer access ever becomes available is in line with the goal of building more housing, which is listed as a goal in the City-County growth policy.

NOW THEREFORE, BE IT RESOLVED, that the City Council of Shelby, Montana, grants Mr. Beckedahl's application for a Conditional Use Permit to build a stand-alone garage on lot located on the corner of Ash Ave and 6<sup>th</sup> St S. Mr. Beckedahl's Conditional Use Permit shall be subject to the following conditions:

1. No commercial use of the property shall be permitted. For the purposes of this permit, commercial use includes, but is not limited to, rental of garage space to other persons.

2. The garage shall have a maximum sidewall height of 12 ft. The garage shall have maximum roof pitch of 6/12. The garage shall have a maximum area of 44 ft. X 32 ft. (1,408 sq. ft.) and shall be located on the lot in a manner that would allow for a single-family home of at minimum 1,409 sq. ft. to be built alongside the garage on the lot in the future.
3. The Conditional Use Permit shall be subject to annual review pursuant to the procedures outlined in the Shelby City Code.
4. Mr. Beckedahl shall keep the property in compliance with all City ordinances, including those pertaining to curb, gutter, and sidewalk installation, setbacks, noxious weeds, and Community Decay.
5. Mr. Beckedahl shall provide any information regarding construction of the garage requested by City officials and comply with City ordinances during the construction process.
6. The garage shall have a complete exterior.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHELBY,  
MONTANA, AND APPROVED BY THE MAYOR ON THIS 2nd DAY OF MARCH, 2026.

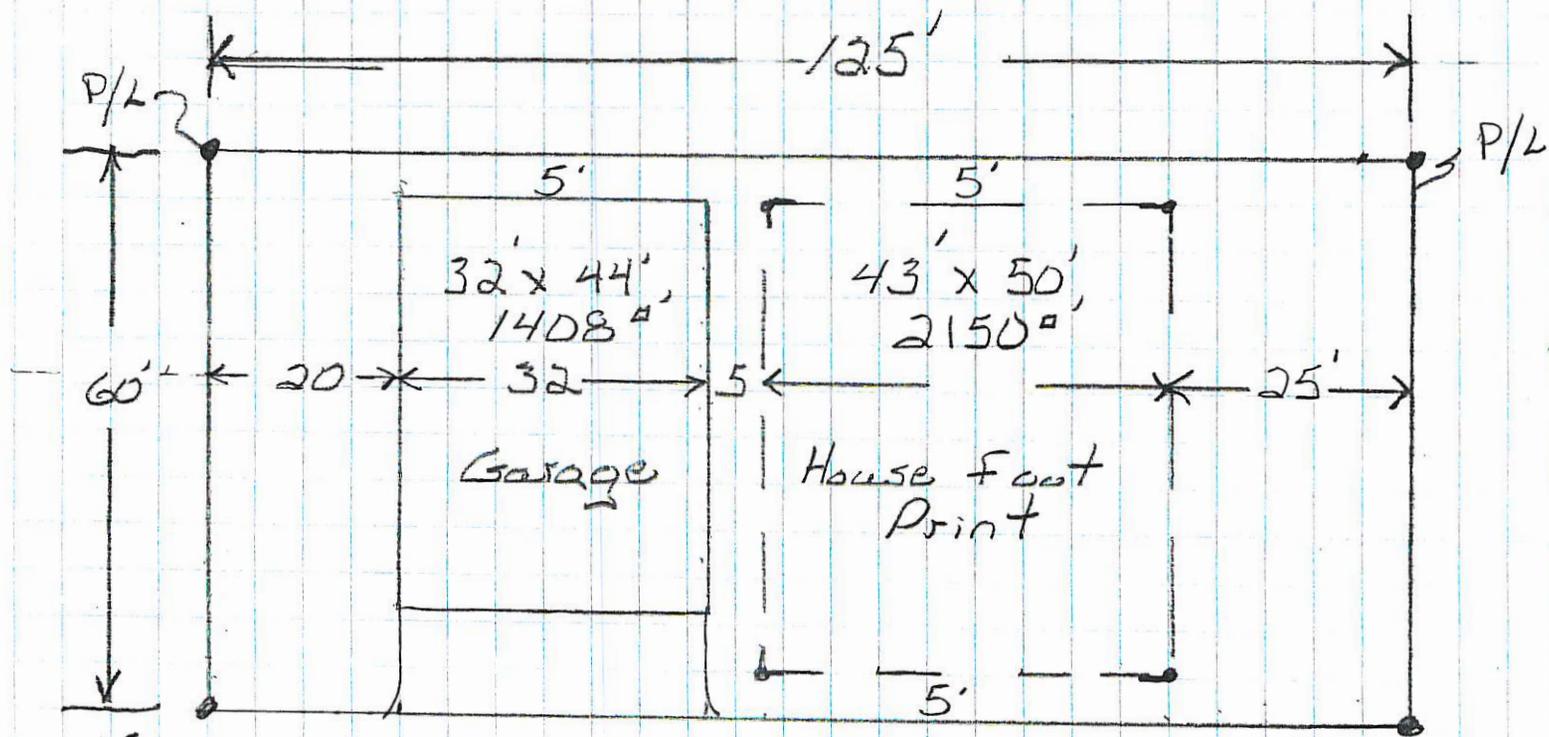
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ERIC TOKERUD, MAYOR

ATTEST:

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JADE GOROSKI, FINANCE OFFICER

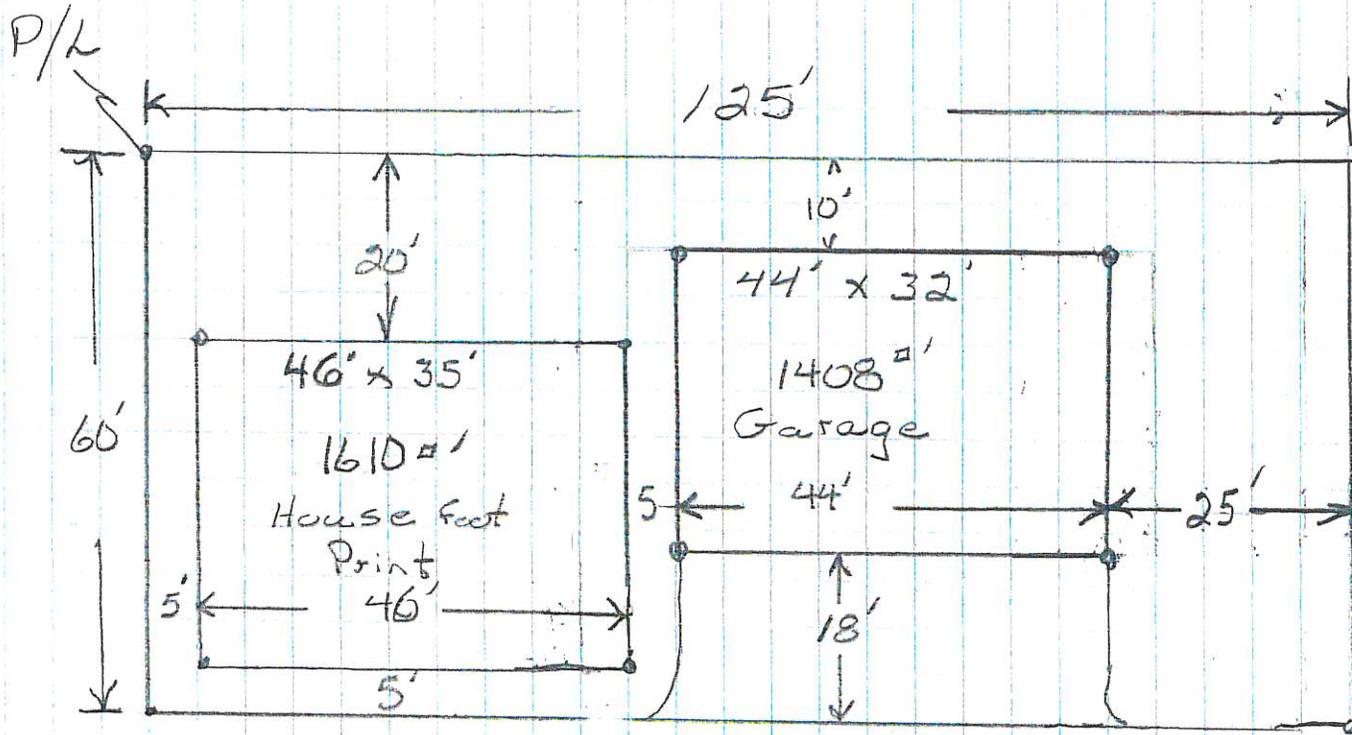


Scale 1/4" = 5'

6 TH ST SD

Ash Ave

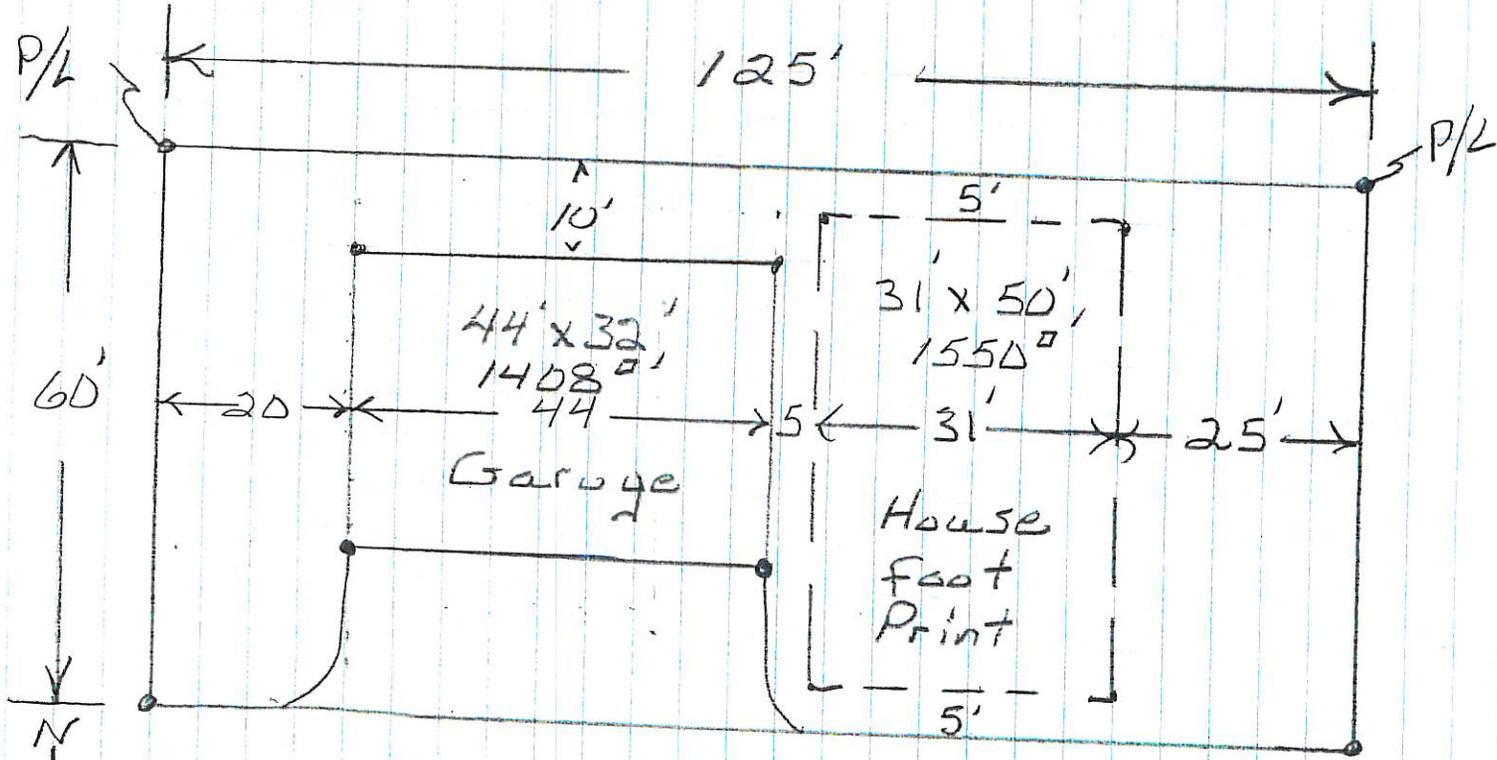
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Fish Ave

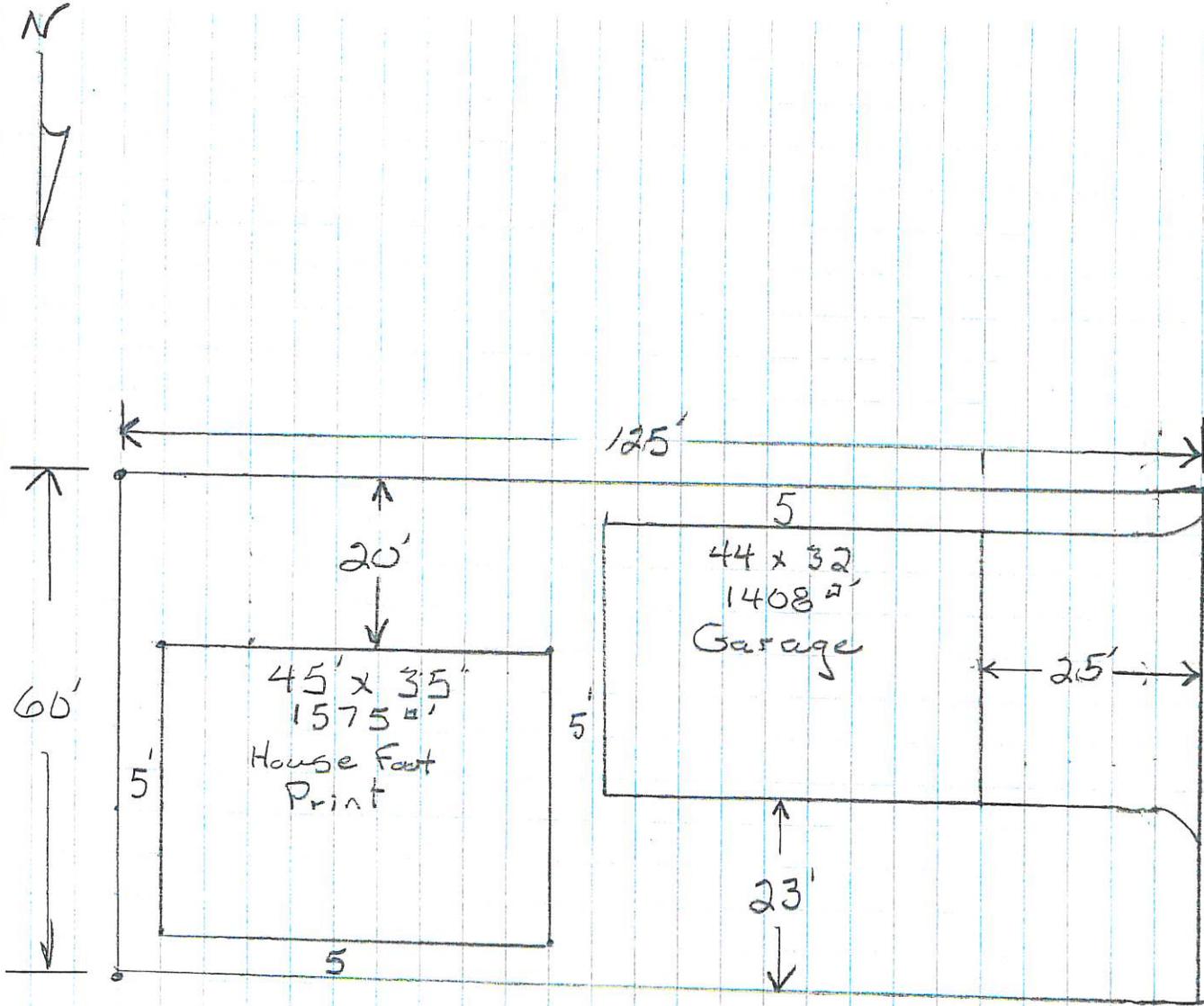
6th St SD

Scale 1/4" = 5'



6th ST SD

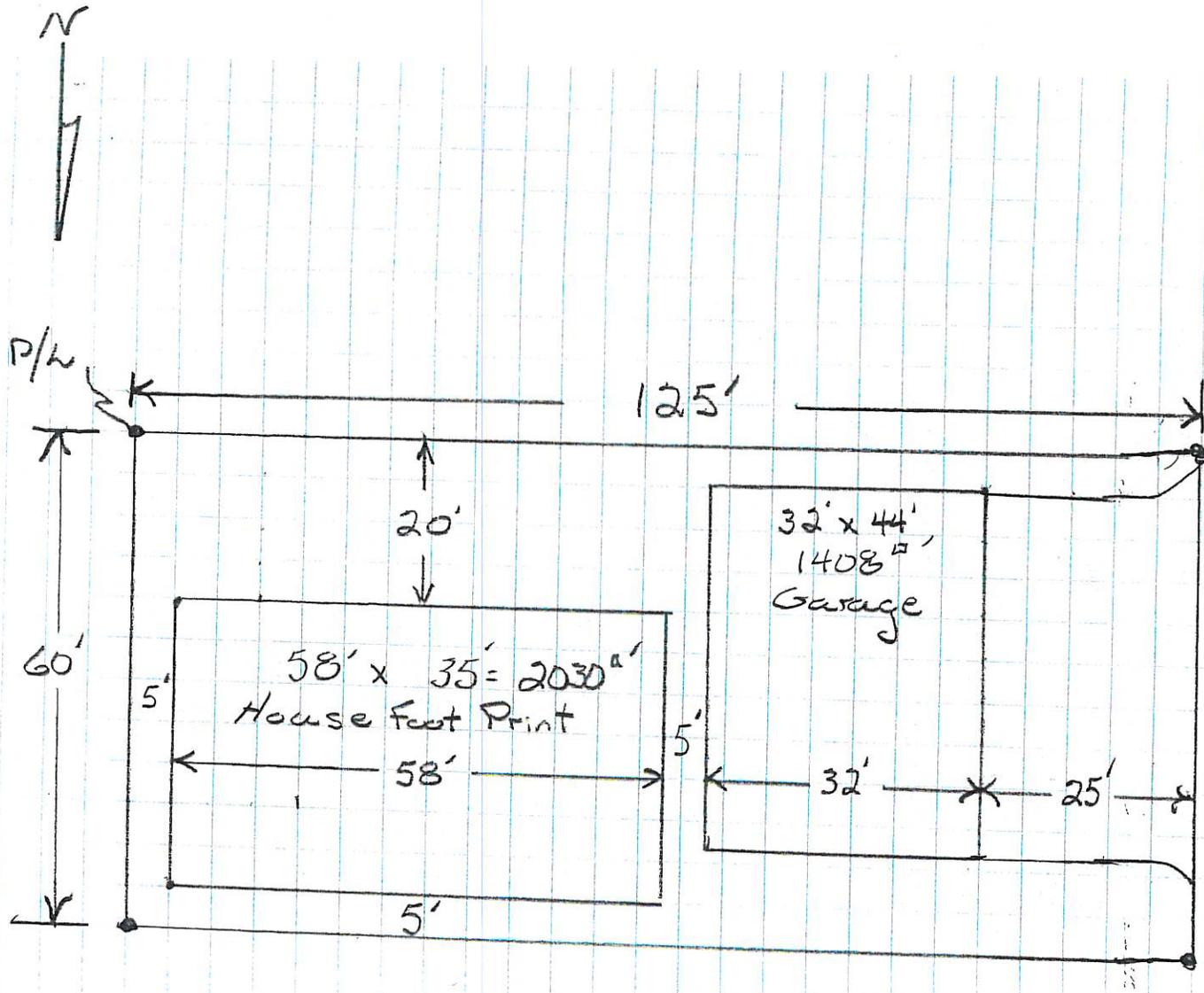
Fish Ave



6 TH ST SD

Scale = 1/4" = 5'

Ash Ave



6 TH ST SO

Scale 1/4" = 5'

