# AGENDA

## CITY COUNCIL MEETING
## CITY OF SHELBY
## July 6, 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, 6/15/26 (pgs. 5-6)**

**APPEARANCE REQUESTS**
- **Agenda Items**
- **Non-Agenda Items**

**CLAIMS REPORT 6/30/26 (pgs. 7-23)**

**COMMITTEE REPORTS**
-

**CITY FINANCE OFFICER**
- **Resolution No. 2155 re: Resolution Approving the Power Teton County Water & Sewer District as a Member of North Central Montana Regional Water Authority (pgs. 24-29)**

**CITY ATTORNEY**
- **Resolution No. 2156 re: Resolution Ratifying Grant Agreement and Accompanying Indemnification Agreement Previously Executed by Mayor Due to Time Constraints (pgs. 30-72)**
- **State Laws (pgs. 73-74)**

**CITY SUPERINTENDENT**
-

**OTHER MATTERS**
-
-

**ADJOURN**

-OVER FOR MEETINGS-

# CITY OF SHELBY MEETING SCHEDULE

**July 6, 2026**

| | |
|---|---|
| **6:00 p.m.** | **Audit Committee**<br>(Mayor, Finance Officer, Clark, Frydenlund, Moritz) |
| **6:30 p.m.** | **Regular City Council Meeting** |

**July 13, 2026**

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

**July 20, 2026**

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

**July 27, 2026**

| | |
|---|---|
| ~~**6:30 p.m.**~~ | ~~**Park & Recreation Meeting**~~ **(Cancelled until fall)**<br>(Mayor, Superintendent, Frydenlund, Kimmet) |

# ity Council Packet Listing

A. Agenda

B. Agenda Items
   1. Minutes of Regular Council Meeting, 6/15/2026
   2. Claims Report, June 2026
   3. 6/29/26 NCMRWA Letter re: The Power Teton County Water and Sewer District and Resolution No. 2155 re: Resolution Approving the Power Teton County Water & Sewer District as a Member of North Central Montana Regional Water Authority
   4. Resolution No. 2156 re: Resolution Ratifying Grant Agreement and Accompanying Indemnification Agreement Previously Executed by Mayor Due to Time Constraints
   5. Criteria and Guidelines for Zoning Regulations

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**
**June 15, 2026**

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

Other citizens present: Farron Robison & Tony Combs.

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

**APPROVAL OF MINUTES**

- **Regular Council Meeting, 6/1/2026**
  **MORITZ MADE A MOTION TO APPROVE THE 6/1/2026 MINUTES. SECONDED BY FLESCH. VOTE AYES – MORITZ, KIMMET, FRYDENLUND, YARN, FLESCH, CLARK. NOES – NONE. ABSENT – NONE.**

**APPEARANCE REQUESTS**

- **AGENDA ITEMS –**
- **NON-AGENDA ITEMS – Farron Robison regarding sewer main.**

**COMMITTEE REPORTS**

- **Law Enforcement –**
- **Board of Adjustments and Zoning Committee, 6/8/2026**

**CITY FINANCE OFFICER**

1. City Judge's Report, 5/31/2026
2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, 5/31/2026
   **MORITZ MADE A MOTION TO APPROVE THE REPORTS. SECONDED BY KIMMET. VOTE AYES – MORITZ, KIMMET, FRYDENLUND, YARN, FLESCH, CLARK. NOES – NONE. ABSENT – NONE.**
3. Bitterroot Park Playground Bid
   **FRYDENLUND MADE A MOTION TO APPROVE THE BID FROM BLUE IMP, $109,297. SECONDED BY KIMMET. VOTE AYES – MORITZ, KIMMET, FRYDENLUND, YARN, FLESCH, CLARK. NOES – NONE. ABSENT – NONE.**

**CITY ATTORNEY**

1. Resolution No. 2154 re: Abatement and Community Decay Violation at 407 Liberty Ave.
   **MORITZ MADE A MOTION TO APPROVE. SECONDED BY KIMMET. VOTE AYES - MORITZ, KIMMET, FRYDENLUND, YARN, FLESCH, CLARK. NOES - NONE. ABSENT - NONE.**

**CITY SUPERINTENDENT**

Eric provided an update on current and upcoming projects.

**OTHER MATTERS**

**ADJOURN**

**AT 7:10 P.M., FLESCH MADE A MOTION TO ADJOURN THE MEETING. SECONDED BY FRYDENLUND. VOTE AYES - MORITZ, KIMMET, FRYDENLUND, YARN, FLESCH, CLARK. NOES - NONE. ABSENT - NONE.**

Eric Tokerud, Mayor

ATTEST:

Jade Goroski, Finance Officer

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|
| 250783 | | 00343 ENERGY LABORATORIES INC | 227.00 | | | | | | |
| 1 | | 788283 06/04/26 Lagoon Effluent Ecoli/BOD/TSS | 227.00* | | 35523 | 5310 | 430600 | 300 | 101000 |
| 250784 | | 00400 UTILITIES UNDERGROUND LOCATION | 42.72 | | | | | | |
| 1 | | 6055109 05/31/26 24 Locates for 5/26 | 42.72* | | 35514 | 5210 | 430500 | 300 | 101000 |
| 250785 | | 02724 COLEMAN OIL COMPANY | 571.29 | | | | | | |
| 1 | | CP-0399392 05/31/26 RFD fuel | 571.29 | | 35345 | 1000 | 420401 | 230 | 101000 |
| 250786 | 32158S | 00144 POSTMASTER | 481.07 | | | | | | |
| 1 | | 06/24/26 6/26 UB Postage | 160.36* | | | 5210 | 430570 | 310 | 101000 |
| 2 | | 06/24/26 6/26 UB Postage | 160.36* | | | 5310 | 430670 | 310 | 101000 |
| 3 | | 06/24/26 6/26 UB Postage | 160.35* | | | 5410 | 430870 | 310 | 101000 |
| 250787 | | 02045 NAPA AUTO PARTS | 1,069.05 | | | | | | |
| 1 | | 250124 06/02/26 filters | 30.49 | | 35527 | 1000 | 430200 | 200 | 101000 |
| 2 | | 250124 06/02/26 filters | 30.51 | | 35527 | 5210 | 430500 | 200 | 101000 |
| 3 | | 250124 06/02/26 filters | 30.51* | | 35527 | 5310 | 430600 | 200 | 101000 |
| 4 | | 250124 06/02/26 filters | 30.51* | | 35527 | 5410 | 430840 | 200 | 101000 |
| | | 250365 06/08/26 battery | 49.49 | | 35527 | 1000 | 430200 | 200 | 101000 |
| 6 | | 250365 06/08/26 battery | 49.50 | | 35527 | 5210 | 430500 | 200 | 101000 |
| 7 | | 250365 06/08/26 battery | 49.50* | | 35527 | 5310 | 430600 | 200 | 101000 |
| 8 | | 250365 06/08/26 battery | 49.50* | | 35527 | 5410 | 430840 | 200 | 101000 |
| 9 | | 250375 06/08/26 core deposit return | -4.50 | | 35527 | 1000 | 430200 | 200 | 101000 |
| 10 | | 250375 06/08/26 core deposit return | -4.50 | | 35527 | 5210 | 430500 | 200 | 101000 |
| 11 | | 250375 06/08/26 core deposit return | -4.50* | | 35527 | 5310 | 430600 | 200 | 101000 |
| 12 | | 250375 06/08/26 core deposit return | -4.50* | | 35527 | 5410 | 430840 | 200 | 101000 |
| 13 | | 250125 06/02/26 air filters | 30.49 | | 35527 | 1000 | 430200 | 200 | 101000 |
| 14 | | 250125 06/02/26 air filters | 30.51 | | 35527 | 5210 | 430500 | 200 | 101000 |
| 15 | | 250125 06/02/26 air filters | 30.51* | | 35527 | 5310 | 430600 | 200 | 101000 |
| 16 | | 250125 06/02/26 air filters | 30.51* | | 35527 | 5410 | 430840 | 200 | 101000 |
| 17 | | 250076 06/02/26 anti-freeze | 3.38 | | 35527 | 1000 | 430200 | 200 | 101000 |
| 18 | | 250076 06/02/26 anti-freeze | 3.37 | | 35527 | 5210 | 430500 | 200 | 101000 |
| 19 | | 250076 06/02/26 anti-freeze | 3.37* | | 35527 | 5310 | 430600 | 200 | 101000 |
| 20 | | 250076 06/02/26 anti-freeze | 3.37* | | 35527 | 5410 | 430840 | 200 | 101000 |
| 21 | | 250690 06/15/26 battery-core deposit | 44.99 | | 35527 | 1000 | 430200 | 200 | 101000 |
| 22 | | 250690 06/15/26 battery-core deposit | 45.00 | | 35527 | 5210 | 430500 | 200 | 101000 |
| 23 | | 250690 06/15/26 battery-core deposit | 45.00* | | 35527 | 5310 | 430600 | 200 | 101000 |
| 24 | | 250690 06/15/26 battery-core deposit | 45.00* | | 35527 | 5410 | 430840 | 200 | 101000 |
| 25 | | 250754 06/16/26 shop towels | 8.48 | | 35527 | 1000 | 430200 | 200 | 101000 |
| 26 | | 250754 06/16/26 shop towels | 8.50 | | 35527 | 5210 | 430500 | 200 | 101000 |
| 27 | | 250754 06/16/26 shop towels | 8.50* | | 35527 | 5310 | 430600 | 200 | 101000 |
| 28 | | 250754 06/16/26 shop towels | 8.50* | | 35527 | 5410 | 430840 | 200 | 101000 |
| 29 | | 250749 06/16/26 napa filters-stock | 12.53 | | 35527 | 1000 | 430200 | 200 | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|
| 30 | | 250749 06/16/26 napa filters-stock | 12.52 | | 35527 | 5210 | 430500 | 200 | 101000 |
| 31 | | 250749 06/16/26 napa filters-stock | 12.52* | | 35527 | 5310 | 430600 | 200 | 101000 |
| 32 | | 250749 06/16/26 napa filters-stock | 12.52* | | 35527 | 5410 | 430840 | 200 | 101000 |
| 33 | | 250966 06/22/26 oil dry | 36.21 | | 35527 | 1000 | 430200 | 200 | 101000 |
| 34 | | 250966 06/22/26 oil dry | 36.23 | | 35527 | 5210 | 430500 | 200 | 101000 |
| 35 | | 250966 06/22/26 oil dry | 36.23* | | 35527 | 5310 | 430600 | 200 | 101000 |
| 36 | | 250966 06/22/26 oil dry | 36.23* | | 35527 | 5410 | 430840 | 200 | 101000 |
| 37 | | 250740 06/16/26 cab filter | 23.97* | | 35527 | 5410 | 430840 | 200 | 101000 |
| 38 | | 248863 05/06/26 sir filters/oil filters | 145.59* | | 35527 | 5410 | 430840 | 200 | 101000 |
| 39 | | 251021 06/23/26 battery box | 26.12 | | 35527 | 1000 | 460430 | 200 | 101000 |
| 40 | | 251050 06/24/26 belts | 26.89 | | 35527 | 1000 | 460430 | 200 | 101000 |
| 250788 | | 01862 MOUNTAIN ALARM | 62.99 | | | | | | |
| 1 | | 8382176 06/01/26 6/26 Fire Alarm Monitoring | 62.99 | | | 1000 | 420401 | 300 | 101000 |
| 250789 | | 00048 TOOLE COUNTY CLERK & RECORDER | 56,859.10 | | | | | | |
| 1 | | 06/04/26 City Judge/Sec Wages | 3,317.06 | | | 1000 | 410360 | 100 | 101000 |
| 2 | | 06/04/26 City Judge/Sec Medicare | 46.99 | | | 1000 | 410360 | 142 | 101000 |
| 3 | | 06/04/26 City Judge/Sec SS | 200.91 | | | 1000 | 410360 | 141 | 101000 |
| 4 | | 06/04/26 City Judge/Sec Unemploy Ins | 6.70* | | | 1000 | 410360 | 145 | 101000 |
| 5 | | 06/04/26 City Judge/Sec Workers Comp | 13.31* | | | 1000 | 410360 | 146 | 101000 |
| 6 | | 06/04/26 City Judge/Sec PERS | 173.48 | | | 1000 | 410360 | 143 | 101000 |
| 7 | | 06/04/26 City Judge Health Insurance | 528.00 | | | 1000 | 410360 | 147 | 101000 |
| 8 | | 06/04/26 City Judge Supplies | 87.50 | | | 1000 | 410360 | 200 | 101000 |
| 9 | | 06/04/26 City Judge Phone | 20.38 | | | 1000 | 410360 | 344 | 101000 |
| 10 | | 06/04/26 City Judge Travel & Education | 464.77* | | | 1000 | 410360 | 370 | 101000 |
| 11 | | 06/04/26 Law Enforcement | 37,270.00 | | | 1000 | 420000 | 300 | 101000 |
| 12 | | 06/04/26 Law Enforcement | 4,910.00 | | | 5210 | 420100 | 300 | 101000 |
| 13 | | 06/04/26 Law Enforcement | 4,910.00 | | | 5310 | 420100 | 300 | 101000 |
| 14 | | 06/04/26 Law Enforcement | 4,910.00 | | | 5410 | 420100 | 300 | 101000 |
| 250790 | -97990E | 00111 FIRST STATE BANK | 55.00 | | | | | | |
| 1 | | 06/30/26 FSB Billing ACH Origination | 18.33* | | | 5210 | 430570 | 300 | 101000 |
| 2 | | 06/30/26 FSB Billing ACH Origination | 18.33* | | | 5310 | 430670 | 300 | 101000 |
| 3 | | 06/30/26 FSB Billing ACH Origination | 18.34* | | | 5410 | 430870 | 300 | 101000 |
| 250791 | | 01137 AQUA TECH LABORATORY | 120.00 | | | | | | |
| PWSID# MT0000328 | | | | | | | | | |
| 1 | | 43292 06/02/26 Monthly Coliform Water Testing | 120.00* | | 35516 | 5210 | 430500 | 300 | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund Org Acct | | Object Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|
| 250792 | | 01137 AQUA TECH LABORATORY | 30.00 | | | | | | |
| PWSID# MT0000200 | | | | | | | | | |
| 1 | | 43294 06/02/26 DWI Monthly Water Test | 30.00* | | 35516 | 5210 | 430500 | 300 | 101000 |
| 250793 | | 01137 AQUA TECH LABORATORY | 30.00 | | | | | | |
| PWSID# MT0004936 | | | | | | | | | |
| 1 | | 43295 06/02/26 NCMRWA Monthly Water Test | 30.00* | | 35516 | 5210 | 430500 | 300 | 101000 |
| 250794 | 32159S | 02584 VISA | 4,320.77 | | | | | | |
| 1 | | 05/28/26 ALS environmental-water sample | 275.00* | | | 5210 | 430500 | 300 | 101000 |
| 2 | | 06/01/26 adobe acrobat pro annual subsc | 59.97* | | 35551 | 1000 | 410550 | 300 | 101000 |
| 3 | | 06/01/26 adobe acrobat pro annual subsc | 59.97* | | 35551 | 5210 | 430570 | 300 | 101000 |
| 4 | | 06/01/26 adobe acrobat pro annual subsc | 59.97* | | 35551 | 5310 | 430670 | 300 | 101000 |
| 5 | | 06/01/26 adobe acrobat pro annual subsc | 59.97* | | 35551 | 5410 | 430870 | 300 | 101000 |
| 6 | | 06/02/26 protech steel Roxy corrugated | 87.94* | | | 7030 | 470000 | 200 | 101000 |
| 7 | | 06/04/26 Dell-desktop | 443.12* | | | 1000 | 410550 | 200 | 101000 |
| 8 | | 06/04/26 Dell-desktop | 443.13* | | | 5210 | 430570 | 200 | 101000 |
| 9 | | 06/04/26 Dell-desktop | 443.13* | | | 5310 | 430670 | 200 | 101000 |
| 10 | | 06/04/26 Dell-desktop | 443.13* | | | 5410 | 430870 | 200 | 101000 |
| | | 06/03/26 lifeguard store-whistles/shirt | 304.98* | | | 1000 | 460445 | 200 | 101000 |
| 12 | | 06/05/26 iDoc yearly pass | 62.50* | | | 1000 | 410550 | 200 | 101000 |
| 13 | | 06/05/26 iDoc yearly pass | 62.50* | | | 5210 | 430570 | 200 | 101000 |
| 14 | | 06/05/26 iDoc yearly pass | 62.50* | | | 5310 | 430670 | 200 | 101000 |
| 15 | | 06/05/26 iDoc yearly pass | 62.50* | | | 5410 | 430870 | 200 | 101000 |
| 16 | | 06/06/26 mobile charge | 47.33 | | | 1000 | 440600 | 344 | 101000 |
| 17 | | 06/06/26 mobile charge | 86.84* | | | 1000 | 430200 | 344 | 101000 |
| 18 | | 06/06/26 mobile charge | 86.84* | | | 5210 | 430500 | 344 | 101000 |
| 19 | | 06/06/26 mobile charge | 86.85* | | | 5310 | 430600 | 344 | 101000 |
| 20 | | 06/06/26 mobile charge | 86.85* | | | 5410 | 430840 | 344 | 101000 |
| 23 | | 06/09/26 cc dish network | 153.12* | | | 1000 | 460442 | 300 | 101000 |
| 24 | | 06/12/26 amazon-pull starter | 21.87 | | | 1000 | 460430 | 200 | 101000 |
| 25 | | 06/16/26 UPS-water samples | 24.77* | | | 5210 | 430500 | 300 | 101000 |
| 26 | | 06/17/26 Northern Tool-hoist | 795.99* | | | 5310 | 430600 | 200 | 101000 |
| 250795 | -97991E | 01486 USDA RURAL DEVELOPMENT | 1,603.00 | | | | | | |
| 1 | | 06/05/26 Fire Hall Improvement Loan | 895.86 | | | 1000 | 490527 | 610 | 101000 |
| 2 | | 06/05/26 Fire Hall Improvement Loan Int | 707.14* | | | 1000 | 490527 | 620 | 101000 |
| 250796 | | 00119 SHELBY VOLUNTEER FIRE DEPT | 17,225.00 | | | | | | |
| 1 | | 05/12/26 Hotsy-bushing-idler tensioner | 332.00* | | | 1000 | 420400 | 200 | 101000 |
| 2 | | 05/13/26 Robotronics-fire prevention ma | 1,828.00* | | | 1000 | 420400 | 200 | 101000 |
| 3 | | 05/12/26 Big Sky CW-decals | 175.00* | | | 1000 | 420400 | 200 | 101000 |
| 4 | | 05/23/26 Big Sky CW-patches | 400.00* | | | 1000 | 420400 | 200 | 101000 |
| 5 | | 06/29/26 retirment x20 | 14,490.00* | | | 1000 | 420400 | 300 | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|
| 250797 | | 02601 NORTHERN PLAINS ELECTRIC LLC | 836.84 | | | | | | |
| 1 | | 2303 05/21/26 CFD lighting for meeting room | 836.84* | | 35344 | 1000 | 420400 | 300 | 101000 |
| 250798 | 32156S | 00043 SHELBY GAS ASSOCIATION | 2,749.78 | | | | | | |
| 1 | | 06/10/26 6/26 Gas Bill | 23.38 | | | 1000 | 411200 | 343 | 101000 |
| 2 | | 06/10/26 6/26 Gas Bill | 125.88* | | | 1000 | 420400 | 343 | 101000 |
| 3 | | 06/10/26 6/26 Gas Bill | 125.87* | | | 1000 | 420401 | 343 | 101000 |
| 4 | | 06/10/26 6/26 Gas Bill | 1,610.63* | | | 1000 | 460445 | 343 | 101000 |
| 5 | | 06/10/26 6/26 Gas Bill | 144.13* | | | 1000 | 460442 | 343 | 101000 |
| 6 | | 06/10/26 6/26 Gas Bill | 133.63 | | | 5410 | 430840 | 343 | 101000 |
| 7 | | 06/10/26 6/26 Gas Bill | 51.72* | | | 1000 | 430200 | 343 | 101000 |
| 8 | | 06/10/26 6/26 Gas Bill | 51.72 | | | 5210 | 430500 | 343 | 101000 |
| 9 | | 06/10/26 6/26 Gas Bill | 51.72 | | | 5310 | 430600 | 343 | 101000 |
| 10 | | 06/10/26 6/26 Gas Bill | 51.72 | | | 5410 | 430830 | 343 | 101000 |
| 11 | | 06/10/26 6/26 Gas Bill | 16.56 | | | 1000 | 411202 | 343 | 101000 |
| 12 | | 06/10/26 6/26 Gas Bill | 16.56 | | | 5210 | 430520 | 343 | 101000 |
| 13 | | 06/10/26 6/26 Gas Bill | 16.56 | | | 5310 | 430620 | 343 | 101000 |
| 14 | | 06/10/26 6/26 Gas Bill | 16.57 | | | 5410 | 430820 | 343 | 101000 |
| 15 | | 06/10/26 6/26 Gas Bill | 12.00 | | | 5210 | 430500 | 343 | 101000 |
| 16 | | 06/10/26 6/26 Gas Bill | 275.13 | | | 1000 | 460465 | 343 | 101000 |
| 17 | | 06/10/26 6/26 Gas Bill | 26.00 | | | 1000 | 470270 | 300 | 101000 |
| 250799 | | 02699 FRESH START CLEANING MT LLC | 2,000.00 | | | | | | |
| 1 | | 1073 06/23/26 6/26 Janitorial Service | 75.00 | | | 1000 | 411202 | 390 | 101000 |
| 2 | | 1073 06/23/26 6/26 Janitorial Service | 75.00 | | | 5210 | 430520 | 390 | 101000 |
| 3 | | 1073 06/23/26 6/26 Janitorial Service | 75.00 | | | 5310 | 430620 | 390 | 101000 |
| 4 | | 1073 06/23/26 6/26 Janitorial Service | 75.00 | | | 5410 | 430820 | 390 | 101000 |
| 5 | | 1073 06/23/26 6/26 CC Janitorial Service | 1,700.00* | | | 1000 | 460442 | 300 | 101000 |
| 250800 | 32157S | 00026 MARIAS RIVER ELECTRIC COOP INC | 19,614.72 | | | | | | |
| 1 | | 06/10/26 6/26 Electric Bill | 131.53 | | | 1000 | 411200 | 342 | 101000 |
| 2 | | 06/10/26 6/26 Electric Bill | 222.37* | | | 1000 | 420400 | 342 | 101000 |
| 3 | | 06/10/26 6/26 Electric Bill | 222.36* | | | 1000 | 420401 | 342 | 101000 |
| 4 | | 06/10/26 6/26 Electric Bill | 47.42 | | | 1000 | 411202 | 342 | 101000 |
| 5 | | 06/10/26 6/26 Electric Bill | 47.42 | | | 5210 | 430520 | 342 | 101000 |
| 6 | | 06/10/26 6/26 Electric Bill | 47.42 | | | 5310 | 430620 | 342 | 101000 |
| 7 | | 06/10/26 6/26 Electric Bill | 47.41 | | | 5410 | 430820 | 342 | 101000 |
| 8 | | 06/10/26 6/26 Electric Bill | 139.28* | | | 1000 | 430200 | 342 | 101000 |
| 9 | | 06/10/26 6/26 Electric Bill | 139.28* | | | 5210 | 430500 | 342 | 101000 |
| 10 | | 06/10/26 6/26 Electric Bill | 139.28 | | | 5310 | 430600 | 342 | 101000 |
| 11 | | 06/10/26 6/26 Electric Bill | 139.28 | | | 5410 | 430830 | 342 | 101000 |
| 12 | | 06/10/26 6/26 Electric Bill | 69.97 | | | 1000 | 440600 | 342 | 101000 |
| 13 | | 06/10/26 6/26 Electric Bill | 69.96 | | | 1000 | 460430 | 342 | 101000 |
| 14 | | 06/10/26 6/26 Electric Bill | 61.52 | | | 1000 | 460430 | 342 | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|
| 15 | | 06/10/26 6/26 Electric Bill | 258.99* | | | 1000 | 460465 | 342 | | 101000 |
| 16 | | 06/10/26 6/26 Electric Bill | ·282.10 | | | 1000 | 460439 | 342 | | 101000 |
| 17 | | 06/10/26 6/26 Electric Bill | 774.19 | | | 1000 | 460442 | 342 | | 101000 |
| 18 | | 06/10/26 6/26 Electric Bill | 735.83* | | | 1000 | 460445 | 342 | | 101000 |
| 19 | | 06/10/26 6/26 Electric Bill | 4,812.10* | | | 2400 | 430263 | 342 | | 101000 |
| 20 | | 06/10/26 6/26 Electric Bill | 10,289.10* | | | 5210 | 430500 | 342 | | 101000 |
| 21 | | 06/10/26 6/26 Electric Bill | 807.77 | | | 5310 | 430600 | 342 | | 101000 |
| 22 | | 06/10/26 6/26 Electric Bill | 45.79 | | | 5410 | 430840 | 342 | | 101000 |
| 23 | | 06/10/26 6/26 Electric Bill | 49.47 | | | 1000 | 460430 | 342 | | 101000 |
| 24 | | 06/10/26 6/26 Electric Bill | 34.88 | | | 1000 | 470270 | 300 | | 101000 |
| 250801 | 32154S | 01388 3 RIVERS COMMUNICATIONS INC | 1,004.13 | | | | | | | |
| 2 | | 06/01/26 6/26 Phone Bill | 39.40 | | | 1000 | 410550 | 344 | | 101000 |
| 3 | | 06/01/26 6/26 Phone Bill | 39.40 | | | 5210 | 430570 | 344 | | 101000 |
| 4 | | 06/01/26 6/26 Phone Bill | 39.40 | | | 5310 | 430670 | 344 | | 101000 |
| 5 | | 06/01/26 6/26 Phone Bill | 39.40 | | | 5410 | 430870 | 344 | | 101000 |
| 6 | | 06/01/26 6/26 Phone Bill | 23.18* | | | 1000 | 430200 | 344 | | 101000 |
| 7 | | 06/01/26 6/26 Phone Bill | 23.18* | | | 5210 | 430500 | 344 | | 101000 |
| 8 | | 06/01/26 6/26 Phone Bill | 23.18* | | | 5310 | 430600 | 344 | | 101000 |
| 9 | | 06/01/26 6/26 Phone Bill | 23.18* | | | 5410 | 430830 | 344 | | 101000 |
| | | 06/01/26 6/26 Phone Bill | 177.67 | | | 1000 | 460442 | 344 | | 101000 |
| 11 | | 06/01/26 6/26 Phone Bill | 71.46* | | | 1000 | 420400 | 344 | | 101000 |
| 12 | | 06/01/26 6/26 Phone Bill | 71.45* | | | 1000 | 420401 | 344 | | 101000 |
| 13 | | 06/01/26 6/26 Phone Bill | 6.95 | | | 1000 | 410200 | 344 | | 101000 |
| 14 | | 06/01/26 6/26 Phone Bill | 6.96 | | | 5210 | 430512 | 344 | | 101000 |
| 15 | | 06/01/26 6/26 Phone Bill | 6.96 | | | 5310 | 430612 | 344 | | 101000 |
| 16 | | 06/01/26 6/26 Phone Bill | 6.96 | | | 5410 | 430812 | 344 | | 101000 |
| 17 | | 06/01/26 6/26 Phone Bill | 254.94 | | | 1000 | 460445 | 344 | | 101000 |
| 18 | | 06/01/26 6/26 Phone Bill | 85.58* | | | 5310 | 430600 | 344 | | 101000 |
| 19 | | 06/01/26 6/26 Phone Bill | 32.44* | | | 5210 | 430500 | 344 | | 101000 |
| 20 | | 06/01/26 6/26 Phone Bill | 32.44* | | | 5210 | 430500 | 344 | | 101000 |
| 250802 | | 00309 PREFERRED OFFICE EQUIPMENT | 384.26 | | | | | | | |
| 2 | | 58884 06/01/26 6/26 Maintenance/Copies | 51.03* | | | 1000 | 410550 | 300 | | 101000 |
| 3 | | 58884 06/01/26 6/26 Maintenance/Copies | 51.03* | | | 5210 | 430570 | 300 | | 101000 |
| 4 | | 58884 06/01/26 6/26 Maintenance/Copies | 51.04* | | | 5310 | 430670 | 300 | | 101000 |
| 5 | | 58884 06/01/26 6/26 Maintenance/Copies | 51.04* | | | 5410 | 430870 | 300 | | 101000 |
| 6 | | 59128 06/16/26 6/26 Maintenance/Copies Shop | 19.06* | | | 1000 | 430200 | 300 | | 101000 |
| 7 | | 59128 06/16/26 6/26 Maintenance/Copies Shop | 19.05* | | | 5210 | 430500 | 300 | | 101000 |
| 8 | | 59128 06/16/26 6/26 Maintenance/Copies Shop | 19.05* | | | 5310 | 430600 | 300 | | 101000 |
| 9 | | 59128 06/16/26 6/26 Maintenance/Copies Shop | 19.05* | | | 5410 | 430840 | 300 | | 101000 |
| 11 | | 59065 06/15/26 6/26 Maintenance/Copies CC | 70.80* | | | 1000 | 460442 | 300 | | 101000 |
| 12 | | 58885 06/01/26 6/26 Maintenance/Copies | 8.27* | | | 1000 | 410550 | 300 | | 101000 |
| 13 | | 58885 06/01/26 6/26 Maintenance/Copies | 8.28* | | | 5210 | 430570 | 300 | | 101000 |
| 14 | | 58885 06/01/26 6/26 Maintenance/Copies | 8.28* | | | 5310 | 430670 | 300 | | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org | Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 15 | | 58885 06/01/26 6/26 Maintenance/Copies | 8.28* | | | 5410 | | 430870 | 300 | | 101000 |
| 250803 | 32155S | 02586 DIS TECHNOLOGIES | 963.00 | | | | | | | | |
| 1 | | 18989 06/05/26 Monthly Managed Services | 145.00* | | | 1000 | | 410550 | 300 | | 101000 |
| 2 | | 18989 06/05/26 Monthly Managed Services | 145.00* | | | 5210 | | 430570 | 300 | | 101000 |
| 3 | | 18989 06/05/26 Monthly Managed Services | 145.00* | | | 5310 | | 430670 | 300 | | 101000 |
| 4 | | 18989 06/05/26 Monthly Managed Services | 145.00* | | | 5410 | | 430870 | 300 | | 101000 |
| 6 | | 18989 06/05/26 Monthly Managed Services | 72.50* | | | 1000 | | 460442 | 300 | | 101000 |
| 7 | | 18989 06/05/26 Monthly Managed Services | 54.37* | | | 1000 | | 430200 | 300 | | 101000 |
| 8 | | 18989 06/05/26 Monthly Managed Services | 54.37* | | | 5210 | | 430500 | 300 | | 101000 |
| 9 | | 18989 06/05/26 Monthly Managed Services | 54.38* | | | 5310 | | 430600 | 300 | | 101000 |
| 10 | | 18989 06/05/26 Monthly Managed Services | 54.38* | | | 5410 | | 430830 | 300 | | 101000 |
| 11 | | 18989 06/05/26 Monthly Microsoft 365 | 23.25* | | | 1000 | | 410550 | 300 | | 101000 |
| 12 | | 18989 06/05/26 Monthly Microsoft 365 | 23.25* | | | 5210 | | 430570 | 300 | | 101000 |
| 13 | | 18989 06/05/26 Monthly Microsoft 365 | 23.25* | | | 5310 | | 430670 | 300 | | 101000 |
| 14 | | 18989 06/05/26 Monthly Microsoft 365 | 23.25* | | | 5410 | | 430870 | 300 | | 101000 |
| 250804 | | 01137 AQUA TECH LABORATORY | 30.00 | | | | | | | | |
| PWSID# MT0005064 | | | | | | | | | | | |
| 1 | | 43296 06/02/26 NCMRWA Monthly Water Test | 30.00* | | 35516 | 5210 | | 430500 | 300 | | 101000 |
| 250805 | | 01700 ORKIN, INC | 2,740.13 | | | | | | | | |
| 4 | | 296650767 05/13/26 civic center | 218.86* | | | 1000 | | 460442 | 300 | | 101000 |
| 5 | | 06/01/26 civic center year in advanced | 2,521.27* | | | 1000 | | 460442 | 300 | | 101000 |
| 250806 | | 00139 MARIAS VETERINARY CLINIC | 443.77 | | | | | | | | |
| Arait-William Dartt | | | | | | | | | | | |
| 2 | | 106669 03/10/26 exam/surgery/meds | 324.43* | | | 1000 | | 440600 | 300 | | 101000 |
| 3 | | 106849 03/26/26 follow ups/rechecks x3/meds | 119.34* | | | 1000 | | 440600 | 300 | | 101000 |
| 250807 | | 01946 ALL SEASON HEATING & AIR | 330.00 | | | | | | | | |
| 1 | | 59537 06/08/26 Roxy-ice machine/faucet servic | 110.00* | | | 7030 | | 470000 | 200 | | 101000 |
| 2 | | 59311 05/13/26 boiler start-pool | 220.00* | | 35508 | 1000 | | 460445 | 300 | | 101000 |
| 250808 | | 02595 PONDEROSA PUBLICATIONS LLC | 144.00 | | | | | | | | |
| 1 | | 85469 06/03/26 IFB-Bitterroot Park | 72.00 | | | 1000 | | 460430 | 300 | | 101000 |
| 2 | | 86006 06/17/26 notice of surplus auction | 18.00* | | | 1000 | | 410550 | 300 | | 101000 |
| 3 | | 86006 06/17/26 notice of surplus auction | 18.00* | | | 5210 | | 430570 | 300 | | 101000 |
| 4 | | 86006 06/17/26 notice of surplus auction | 18.00* | | | 5310 | | 430670 | 300 | | 101000 |
| 5 | | 86006 06/17/26 notice of surplus auction | 18.00* | | | 5410 | | 430870 | 300 | | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|
| 250809 | | 999998 LANCE SHANE HOOVER | 300.00 | | | | | | | |
| 1 | | 06/05/26 clothing allowance reimburseme | 75.00* | | | 1000 | 430200 | 220 | | 101000 |
| 2 | | 06/05/26 clothing allowance reimburseme | 75.00* | | | 5210 | 430500 | 220 | | 101000 |
| 3 | | 06/05/26 clothing allowance reimburseme | 75.00* | | | 5310 | 430600 | 220 | | 101000 |
| 4 | | 06/05/26 clothing allowance reimburseme | 75.00 | | | 5410 | 430840 | 220 | | 101000 |
| 250810 | | 02727 LOGAN HEALTH - SHELBY | 42,336.00 | | | | | | | |
| 1 | | 1005 06/08/26 city portion roof | 10,584.00* | | | 1000 | 411202 | 300 | | 101000 |
| 2 | | 1005 06/08/26 city portion roof | 10,584.00* | | | 5210 | 430520 | 300 | | 101000 |
| 3 | | 1005 06/08/26 city portion roof | 10,584.00* | | | 5310 | 430620 | 300 | | 101000 |
| 4 | | 1005 06/08/26 city portion roof | 10,584.00* | | | 5410 | 430820 | 300 | | 101000 |
| 250811 | | 00117 QUILL CORPORATION | 1,188.18 | | | | | | | |
| 1 | | 49212723 06/09/26 copy papter/datastick/chairm | 54.84* | | 35552 | 1000 | 410550 | 200 | | 101000 |
| 2 | | 49212723 06/09/26 copy papter/datastick/chairm | 54.84* | | 35552 | 5210 | 430570 | 200 | | 101000 |
| 3 | | 49212723 06/09/26 copy papter/datastick/chairm | 54.84* | | 35552 | 5310 | 430670 | 200 | | 101000 |
| 4 | | 49212723 06/09/26 copy papter/datastick/chairm | 54.84* | | 35552 | 5410 | 430870 | 200 | | 101000 |
| 5 | | 49206632 06/09/26 date stamp | 3.00* | | 35552 | 1000 | 410550 | 200 | | 101000 |
| 6 | | 49206632 06/09/26 date stamp | 2.99* | | 35552 | 5210 | 430570 | 200 | | 101000 |
| | | 49206632 06/09/26 date stamp | 2.99* | | 35552 | 5310 | 430670 | 200 | | 101000 |
| 8 | | 49206632 06/09/26 date stamp | 2.99* | | 35552 | 5410 | 430870 | 200 | | 101000 |
| 9 | | 49230148 06/10/26 printer ink/data stick/copy | 60.97* | | 35553 | 1000 | 410550 | 200 | | 101000 |
| 10 | | 49230148 06/10/26 printer ink/data stick/copy | 60.96* | | 35553 | 5210 | 430570 | 200 | | 101000 |
| 11 | | 49230148 06/10/26 printer ink/data stick/copy | 60.96* | | 35553 | 5310 | 430670 | 200 | | 101000 |
| 12 | | 49230148 06/10/26 printer ink/data stick/copy | 60.96* | | 35553 | 5410 | 430870 | 200 | | 101000 |
| 13 | | 49232786 06/11/26 AT&T cordless answering syst | 35.41* | | 35553 | 1000 | 410550 | 200 | | 101000 |
| 14 | | 49232786 06/11/26 AT&T cordless answering syst | 35.42* | | 35553 | 5210 | 430570 | 200 | | 101000 |
| 15 | | 49232786 06/11/26 AT&T cordless answering syst | 35.42* | | 35553 | 5310 | 430670 | 200 | | 101000 |
| 16 | | 49232786 06/11/26 AT&T cordless answering syst | 35.42* | | 35553 | 5410 | 430870 | 200 | | 101000 |
| 17 | | 49241057 06/11/26 epsom eccotank wireless prin | 120.15* | | 35553 | 1000 | 410550 | 200 | | 101000 |
| 18 | | 49241057 06/11/26 epsom eccotank wireless prin | 120.14* | | 35553 | 5210 | 430570 | 200 | | 101000 |
| 19 | | 49241057 06/11/26 epsom eccotank wireless prin | 120.14* | | 35553 | 5310 | 430670 | 200 | | 101000 |
| 20 | | 49241057 06/11/26 epsom eccotank wireless prin | 120.14* | | 35553 | 5410 | 430870 | 200 | | 101000 |
| 21 | | 49370000 06/23/26 copy paper/binder clips | 22.69* | | 35555 | 1000 | 410550 | 200 | | 101000 |
| 22 | | 49370000 06/23/26 copy paper/binder clips | 22.69* | | 35555 | 5210 | 430570 | 200 | | 101000 |
| 23 | | 49370000 06/23/26 copy paper/binder clips | 22.69* | | 35555 | 5310 | 430670 | 200 | | 101000 |
| 24 | | 49370000 06/23/26 copy paper/binder clips | 22.69* | | 35555 | 5410 | 430870 | 200 | | 101000 |
| 250812 | | 01470 RMR AGGREGATE | 4,231.72 | | | | | | | |
| 1 | | 5172 07/05/26 crushed base | 4,231.72 | | | 1000 | 430200 | 400 | | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|
| 250813 | | 02586 DIS TECHNOLOGIES | 300.00 | | | | | | |
| 1 | | 19090 06/09/26 PC setup COS-26-101 | 75.00* | | | 1000 | 410550 | 300 | 101000 |
| 2 | | 19090 06/09/26 PC setup COS-26-101 | 75.00* | | | 5210 | 430570 | 300 | 101000 |
| 3 | | 19090 06/09/26 PC setup COS-26-101 | 75.00* | | | 5310 | 430670 | 300 | 101000 |
| 4 | | 19090 06/09/26 PC setup COS-26-101 | 75.00* | | | 5410 | 430870 | 300 | 101000 |
| 250814 | | 999998 HUNTER O BARNES | 300.00 | | | | | | |
| 1 | | 06/10/26 clothing allowance | 75.00* | | | 1000 | 430200 | 220 | 101000 |
| 2 | | 06/10/26 clothing allowance | 75.00* | | | 5210 | 430500 | 220 | 101000 |
| 3 | | 06/10/26 clothing allowance | 75.00* | | | 5310 | 430600 | 220 | 101000 |
| 4 | | 06/10/26 clothing allowance | 75.00 | | | 5410 | 430840 | 220 | 101000 |
| 250815 | | 999998 ANTHONY R LENNEMANN | 190.00 | | | | | | |
| 1 | | 21841 06/16/26 DOT physicaL | 37.50* | | | 1000 | 430200 | 300 | 101000 |
| 2 | | 21841 06/16/26 DOT physical | 37.50* | | | 5210 | 430500 | 300 | 101000 |
| 3 | | 21841 06/16/26 DOT physical | 37.50* | | | 5310 | 430600 | 300 | 101000 |
| 4 | | 21841 06/16/26 DOT physical | 37.50* | | | 5410 | 430830 | 300 | 101000 |
| 5 | | 06/16/26 CDL reimbursement | 10.00* | | | 1000 | 430200 | 300 | 101000 |
| 6 | | 06/16/26 CDL reimbursement | 10.00* | | | 5210 | 430500 | 300 | 101000 |
| 7 | | 06/16/26 CDL reimbursement | 10.00* | | | 5310 | 430600 | 300 | 101000 |
| 8 | | 06/16/26 CDL reimbursement | 10.00* | | | 5410 | 430830 | 300 | 101000 |
| 250816 | | 02551 TRIPLE TREE ENGINEERING INC | 12,535.00 | | | | | | |
| 1 | | 26-006-003 06/17/26 EDA Grant Application | 12,535.00* | | | 4000 | 460465 | 300 | 101000 |
| 250817 | | 01124 FIRST INTERSTATE BANK | 1,269.16 | | | | | | |
| 1 | | 260324-903 03/24/26 Landfill Trust Qtly-LF03CL | 653.82* | | | 5410 | 430870 | 300 | 102210 |
| 2 | | 260324-903 03/24/26 Landfill Trust Qtly-LF03PO | 615.34* | | | 5410 | 430870 | 300 | 102210 |
| 250818 | | 01947 MONTANA TAXPAYERS ASSOCIATION | 100.00 | | | | | | |
| 1 | | 3108 06/22/26 Membership Dues | 25.00* | | | 1000 | 410550 | 300 | 101000 |
| 2 | | 3108 06/22/26 Membership Dues | 25.00* | | | 5210 | 430570 | 300 | 101000 |
| 3 | | 3108 06/22/26 Membership Dues | 25.00* | | | 5310 | 430670 | 300 | 101000 |
| 4 | | 3108 06/22/26 Membership Dues | 25.00* | | | 5410 | 430870 | 300 | 101000 |
| 250819 | | 0263 STUTZ, JENNIFER | 3,500.00 | | | | | | |
| 1 | | 06/24/26 6/26 legal services | 875.00 | | | 1000 | 411100 | 350 | 101000 |
| 2 | | 06/24/26 6/26 legal services | 875.00 | | | 5210 | 430513 | 350 | 101000 |
| 3 | | 06/24/26 6/26 legal services | 875.00 | | | 5310 | 430613 | 350 | 101000 |
| 4 | | 06/24/26 6/26 legal services | 875.00 | | | 5410 | 430813 | 350 | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|
| 250820 | | 01963 DELUXE | 162.82 | | | | | | | |
| 1 | | 9011211499 06/23/26 deposit slips | 40.70* | | 35554 | 1000 | 410550 | 200 | | 101000 |
| 2 | | 9011211499 06/23/26 deposit slips | 40.71* | | 35554 | 5210 | 430570 | 200 | | 101000 |
| 3 | | 9011211499 06/23/26 deposit slips | 40.70* | | 35554 | 5310 | 430670 | 200 | | 101000 |
| 4 | | 9011211499 06/23/26 deposit slips | 40.71* | | 35554 | 5410 | 430870 | 200 | | 101000 |
| 250821 | | 01953 PHILADELPHIA INSURANCE COMPANIES | 951.00 | | | | | | | |
| 1 | | 2009425061 06/10/26 TBID Non Profit Package | 951.00 | | | 7199 | 460301 | 701 | | 101000 |
| 250822 | | 02335 CINTAS CORPORATION | 110.94 | | | | | | | |
| 5 | | 5343650203 06/24/26 med kit restock | 27.74* | | | 1000 | 410550 | 200 | | 101000 |
| 6 | | 5343650203 06/24/26 med kit restock | 27.73* | | | 5210 | 430570 | 200 | | 101000 |
| 7 | | 5343650203 06/24/26 med kit restock | 27.74* | | | 5310 | 430670 | 200 | | 101000 |
| 8 | | 5343650203 06/24/26 med kit restock | 27.73* | | | 5410 | 430870 | 200 | | 101000 |
| 250823 | | 02717 MONTANA LODGING & HOSPITALITY | 1,638.00 | | | | | | | |
| approved at meeting 6.25.26 | | | | | | | | | | |
| 1 | | 101 06/22/26 TBID MLHA membership dues | 1,638.00 | | | 7199 | 460301 | 701 | | 101000 |
| 24 | | 00134 MARIAS VALLEY GOLF & COUNTRY | 1,500.00 | | | | | | | |
| approved at meeting 6.25.26 | | | | | | | | | | |
| 1 | | 06/26/26 TBID oilfield golf tournament | 500.00 | | | 7199 | 460301 | 701 | | 101000 |
| 2 | | 06/26/26 TBID sizzler golf tournament | 1,000.00 | | | 7199 | 460301 | 701 | | 101000 |
| 250825 | | 02601 NORTHERN PLAINS ELECTRIC LLC | 10,241.36 | | | | | | | |
| 1 | | 2331 06/29/26 siren | 5,120.68* | | | 1000 | 420400 | 300 | | 101000 |
| 2 | | 2331 06/29/26 siren | 5,120.68 | | | 1000 | 420401 | 300 | | 101000 |
| 250826 | | 02481 PIONEER COMMUNITY DEVELOPMENT | 1,530.00 | | | | | | | |
| 1 | | 26-001 06/01/26 7-Lifeguard Certifications | 1,460.00* | | | 1000 | 460445 | 300 | | 101000 |
| 2 | | 26-001 06/01/26 7-Mask & Sanitation | 70.00* | | | 1000 | 460445 | 300 | | 101000 |
| 250827 | | 00534 IVERSON CONSTRUCTION & CONCRETE | 28,000.00 | | | | | | | |
| 1 | | 06/29/26 614 Granite labor & materials | 28,000.00 | | | 7030 | 470000 | 900 | 2299 | 101000 |
| 250828 | | 01752 NORTHTOWN DRUG | 30.57 | | | | | | | |
| 1 | | 06/01/26 hum alc | 30.57 | | | 5210 | 430500 | 200 | | 101000 |
| 250829 | | 999998 KEITH THAUT | 36.25 | | | | | | | |
| 1 | | 06/29/26 travel x1 | 36.25* | | | 1000 | 420500 | 370 | | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|
| 250830 | | 02097 FASTENAL COMPANY | 203.60 | | | | | | | |
| 1 | | 245315 06/02/26 bolts/disp gloves | 50.90 | | 35524 | 1000 | 430200 | 200 | | 101000 |
| 2 | | 245315 06/02/26 bolts/disp gloves | 50.90 | | 35524 | 5210 | 430500 | 200 | | 101000 |
| 3 | | 245315 06/02/26 bolts/disp gloves | 50.90* | | 35524 | 5310 | 430600 | 200 | | 101000 |
| 4 | | 245315 06/02/26 bolts/disp gloves | 50.90* | | 35524 | 5410 | 430840 | 200 | | 101000 |
| 250831 | | 00027 MARKS TIRE & ALIGNMENT | 370.00 | | | | | | | |
| 1 | | 82396 05/27/26 flat repair-trailer | 30.00* | | 35522 | 1000 | 430200 | 300 | | 101000 |
| 2 | | 83401 06/08/26 flat repairs | 340.00* | | 35532 | 1000 | 430200 | 300 | | 101000 |
| 250832 | | 02553 T & T CREATIONS | 30.00 | | | | | | | |
| 1 | | 345 06/03/26 2 neon shirts-lennemann clothi | 7.50* | | 35521 | 1000 | 430200 | 220 | | 101000 |
| 2 | | 345 06/03/26 2 neon shirts-lennemann clothi | 7.50* | | 35521 | 5210 | 430500 | 220 | | 101000 |
| 3 | | 345 06/03/26 2 neon shirts-lennemann clothi | 7.50* | | 35521 | 5310 | 430600 | 220 | | 101000 |
| 4 | | 345 06/03/26 2 neon shirts-lennemann clothi | 7.50* | | 35521 | 5410 | 430830 | 220 | | 101000 |
| 250833 | | 02569 COLONIAL RESEARCH | 906.60 | | | | | | | |
| 1 | | 155268 06/10/26 paint marking/degreaser | 226.65 | | 35520 | 1000 | 430200 | 200 | | 101000 |
| 2 | | 155268 06/10/26 paint marking/degreaser | 226.65 | | 35520 | 5210 | 430500 | 200 | | 101000 |
| 3 | | 155268 06/10/26 paint marking/degreaser | 226.65* | | 35520 | 5310 | 430600 | 200 | | 101000 |
| 4 | | 155268 06/10/26 paint marking/degreaser | 226.65 | | 35520 | 5410 | 430830 | 200 | | 101000 |
| 250834 | | 01725 2M COMPANY INC | 760.86 | | | | | | | |
| 1 | | 201045614 06/05/26 sprinkler heads/solenoid va | 760.86 | | 35518 | 1000 | 460430 | 200 | | 101000 |
| 250835 | | 02069 NATIONAL LAUNDRY CO | 65.16 | | | | | | | |
| 1 | | 75678 06/03/26 red towels/laundry | 16.29 | | 35517 | 1000 | 430200 | 200 | | 101000 |
| 2 | | 75678 06/03/26 red towels/laundry | 16.29 | | 35517 | 5210 | 430500 | 200 | | 101000 |
| 3 | | 75678 06/03/26 red towels/laundry | 16.29* | | 35517 | 5310 | 430600 | 200 | | 101000 |
| 4 | | 75678 06/03/26 red towels/laundry | 16.29* | | 35517 | 5410 | 430840 | 200 | | 101000 |
| 250836 | | 01993 WILKENS INDUSTRIES INC | 52.48 | | | | | | | |
| 1 | | 34639 06/02/26 handle ball valve | 52.48* | | 35515 | 5410 | 430840 | 200 | | 101000 |
| 250837 | | 01289 T & T DIESEL REPAIR INC | 1,065.66 | | | | | | | |
| 1 | | 19385 05/28/26 wheel seals/bearings repairs | 1,065.66* | | 35513 | 1000 | 430200 | 300 | | 101000 |
| 250838 | | 01713 FRONTLINE AG SOLUTIONS LLC | 717.89 | | | | | | | |
| 1 | | 1320484 05/29/26 spindles/blades | 717.89 | | 35512 | 1000 | 460430 | 200 | | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org | Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 250839 | | 02453 PET WASTE ELIMINATOR | 320.00 | | | | | | | | |
| 1 | | 435189037 05/28/26 waste bags-pet stations | 320.00 | | 35511 | 1000 | | 460430 | 200 | | 101000 |
| 250840 | | 01161 USA BLUE BOOK | 1,128.66 | | | | | | | | |
| 1 | | 1050670 05/19/26 flow meter 2"/flow meter 4" | 1,128.66* | | 35510 | 1000 | | 460445 | 200 | | 101000 |
| 250841 | | 00300 AMERICAN PIPE & SUPPLY CO | 694.08 | | | | | | | | |
| 1 | | S33924 06/02/26 2x4/2x6 metal-lift station lif | 694.08* | | 35507 | 5310 | | 430600 | 200 | | 101000 |
| 250842 | | 00091 CLIFF'S TOWING | 250.00 | | | | | | | | |
| 1 | | 05/29/26 towed end dump | 250.00* | | 35506 | 1000 | | 430200 | 300 | | 101000 |
| 250843 | | 00037 NORTHWEST PIPE FITTINGS INC | 886.58 | | | | | | | | |
| 1 | | 2629214 06/18/26 8" furncos/6" furncos/bands | 237.50* | | 35505 | 5310 | | 430600 | 200 | | 101000 |
| 2 | | 2612885 05/28/26 repair clamps-6" | 324.54 | | 35505 | 5210 | | 430500 | 200 | | 101000 |
| 3 | | 2612885-1 06/02/26 6" repair clamp | 324.54 | | 35505 | 5210 | | 430500 | 200 | | 101000 |
| 250844 | | 02338 ADVANCED PUMP & EQUIPMENT INC | 2,142.96 | | | | | | | | |
| 1 | | 18069 06/23/26 chlorine analyzer | 2,142.96 | | 35504 | 5210 | | 430500 | 200 | | 101000 |
| 250845 | | 02615 NORMAN'S SPORT & WESTERN | 300.00 | | | | | | | | |
| 1 | | 18069 06/12/26 lampert-clothing allowance | 75.00* | | 35503 | 1000 | | 430200 | 220 | | 101000 |
| 2 | | 18069 06/12/26 lampert-clothing allowance | 75.00* | | 35503 | 5210 | | 430500 | 220 | | 101000 |
| 3 | | 18069 06/12/26 lampert-clothing allowance | 75.00* | | 35503 | 5310 | | 430600 | 220 | | 101000 |
| 4 | | 18069 06/12/26 lampert-clothing allowance | 75.00* | | 35503 | 5410 | | 430830 | 220 | | 101000 |
| 250846 | | 02683 PINE ENVIRONMENTAL SERVICES, LLC | 380.89 | | | | | | | | |
| 1 | | 260039410 06/26/26 methane sampling equipment | 380.89* | | 35502 | 5410 | | 430840 | 300 | | 101000 |
| 250847 | | 00995 BELL MOTOR CO | 3,612.50 | | | | | | | | |
| 1 | | 94022 06/17/26 power steering fix-blue truck | 3,612.50* | | 35501 | 1000 | | 430200 | 300 | | 101000 |
| 250848 | | 02709 MONTANA MATERIALS & CONSTRUCTION | 320,857.16 | | | | | | | | |
| 1 | | 615673-01 06/26/26 chip seal | 320,857.16* | | | 1000 | | 430200 | 900 | | 101000 |
| 250849 | | 00088 CARQUEST AUTO PARTS | 738.89 | | | | | | | | |
| 1 | | 400890 05/29/26 air freshner | 1.87 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 2 | | 400890 05/29/26 air freshner | 1.87 | | 35526 | 5210 | | 430500 | 200 | | 101000 |
| 3 | | 400890 05/29/26 air freshner | 1.87* | | 35526 | 5310 | | 430600 | 200 | | 101000 |
| 4 | | 400890 05/29/26 air freshner | 1.87 | | 35526 | 5410 | | 430830 | 200 | | 101000 |
| 5 | | 401044 06/01/26 wiper arm | 4.17 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 6 | | 401044 06/01/26 wiper arm | 4.17 | | 35526 | 5210 | | 430500 | 200 | | 101000 |
| 7 | | 401044 06/01/26 wiper arm | 4.17* | | 35526 | 5310 | | 430600 | 200 | | 101000 |
| 8 | | 401044 06/01/26 wiper arm | 4.17 | | 35526 | 5410 | | 430830 | 200 | | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org | Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 9 | | 401232 06/05/26 gray filler-primer | 3.49 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 10 | | 401232 06/05/26 gray filler-primer | 3.50 | | 35526 | 5210 | | 430500 | 200 | | 101000 |
| 11 | | 401232 06/05/26 gray filler-primer | 3.50* | | 35526 | 5310 | | 430600 | 200 | | 101000 |
| 12 | | 401232 06/05/26 gray filler-primer | 3.50 | | 35526 | 5410 | | 430830 | 200 | | 101000 |
| 13 | | 401395 06/09/26 hook set/ratchet | 12.87 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 14 | | 401395 06/09/26 hook set/ratchet | 12.87 | | 35526 | 5210 | | 430500 | 200 | | 101000 |
| 15 | | 401395 06/09/26 hook set/ratchet | 12.87* | | 35526 | 5310 | | 430600 | 200 | | 101000 |
| 16 | | 401395 06/09/26 hook set/ratchet | 12.87 | | 35526 | 5410 | | 430830 | 200 | | 101000 |
| 17 | | 401693 06/16/26 cleaner/protectant | 7.74 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 18 | | 401693 06/16/26 cleaner/protectant | 7.74 | | 35526 | 5210 | | 430500 | 200 | | 101000 |
| 19 | | 401693 06/16/26 cleaner/protectant | 7.74* | | 35526 | 5310 | | 430600 | 200 | | 101000 |
| 20 | | 401693 06/16/26 cleaner/protectant | 7.74 | | 35526 | 5410 | | 430830 | 200 | | 101000 |
| 21 | | 401991 06/23/26 antifreeze | 4.99 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 22 | | 401991 06/23/26 antifreeze | 5.00 | | 35526 | 5210 | | 430500 | 200 | | 101000 |
| 23 | | 401991 06/23/26 antifreeze | 5.00* | | 35526 | 5310 | | 430600 | 200 | | 101000 |
| 24 | | 401991 06/23/26 antifreeze | 5.00 | | 35526 | 5410 | | 430830 | 200 | | 101000 |
| 25 | | 402215 06/29/26 wire stripper/cutters | 13.62 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 26 | | 402215 06/29/26 wire stripper/cutters | 13.64 | | 35526 | 5210 | | 430500 | 200 | | 101000 |
| 27 | | 402215 06/29/26 wire stripper/cutters | 13.64* | | 35526 | 5310 | | 430600 | 200 | | 101000 |
| 28 | | 402215 06/29/26 wire stripper/cutters | 13.64 | | 35526 | 5410 | | 430830 | 200 | | 101000 |
| 29 | | 402241 06/29/26 scent gel | 1.37 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 30 | | 402241 06/29/26 scent gel | 1.37 | | 35526 | 5210 | | 430500 | 200 | | 101000 |
| 31 | | 402241 06/29/26 scent gel | 1.37* | | 35526 | 5310 | | 430600 | 200 | | 101000 |
| 32 | | 402241 06/29/26 scent gel | 1.37 | | 35526 | 5410 | | 430830 | 200 | | 101000 |
| 33 | | 400891 05/29/26 lighter-outlet | 7.95 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 34 | | 401136 06/03/26 wiper assembly | 40.99 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 35 | | 401140 06/03/26 adhesive | 22.99 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 36 | | 401668 06/16/26 starter motor | 373.83 | | 35526 | 1000 | | 430200 | 200 | | 101000 |
| 37 | | 402214 06/29/26 window motor | 76.49 | | 35526 | 1000 | | 460430 | 200 | | 101000 |
| 38 | | 402013 06/24/26 air freshners | 16.04 | | 35526 | 1000 | | 460430 | 200 | | 101000 |
| 250850 | | 00712 BILLMANS TRUE VALUE | 164.96 | | | | | | | | |
| 1 | | 682470 06/16/26 chainsaw bar/service kits | 164.96 | | 35525 | 1000 | | 460430 | 200 | | 101000 |
| 250851 | | 02623 SHELBY PAINT & HARDWARE | 2,724.37 | | | | | | | | |
| 1 | | 41563 06/17/26 9pc bit set | 2.99 | | 35533 | 1000 | | 430200 | 200 | | 101000 |
| 2 | | 41563 06/17/26 9pc bit set | 3.00 | | 35533 | 5210 | | 430500 | 200 | | 101000 |
| 3 | | 41563 06/17/26 9pc bit set | 3.00* | | 35533 | 5310 | | 430600 | 200 | | 101000 |
| 4 | | 41563 06/17/26 9pc bit set | 3.00 | | 35533 | 5410 | | 430830 | 200 | | 101000 |
| 5 | | 40478 06/09/26 measure wheel | 10.49 | | 35533 | 1000 | | 430200 | 200 | | 101000 |
| 6 | | 40478 06/09/26 measure wheel | 10.50 | | 35533 | 5210 | | 430500 | 200 | | 101000 |
| 7 | | 40478 06/09/26 measure wheel | 10.50* | | 35533 | 5310 | | 430600 | 200 | | 101000 |
| 8 | | 40478 06/09/26 measure wheel | 10.50 | | 35533 | 5410 | | 430830 | 200 | | 101000 |
| 9 | | 40672 06/11/26 washer handle/hose | 11.65 | | 35533 | 1000 | | 430200 | 200 | | 101000 |
| 10 | | 40672 06/11/26 washer handle/hose | 11.64 | | 35533 | 5210 | | 430500 | 200 | | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|
| 11 | | 40672 06/11/26 washer handle/hose | 11.64* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 12 | | 40672 06/11/26 washer handle/hose | 11.64 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 13 | | 41277 06/15/26 stain brush | 2.24 | | 35533 | 1000 | 430200 | 200 | | 101000 |
| 14 | | 41277 06/15/26 stain brush | 2.25 | | 35533 | 5210 | 430500 | 200 | | 101000 |
| 15 | | 41277 06/15/26 stain brush | 2.25* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 16 | | 41277 06/15/26 stain brush | 2.25 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 17 | | 40294 06/08/26 paint pole/mixer | 19.64 | | 35533 | 1000 | 430200 | 200 | | 101000 |
| 18 | | 40294 06/08/26 paint pole/mixer | 19.64 | | 35533 | 5210 | 430500 | 200 | | 101000 |
| 19 | | 40294 06/08/26 paint pole/mixer | 19.64* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 20 | | 40294 06/08/26 paint pole/mixer | 19.64 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 21 | | 40622 06/10/26 grinder | 22.25 | | 35533 | 1000 | 430200 | 200 | | 101000 |
| 22 | | 40622 06/10/26 grinder | 22.25 | | 35533 | 5210 | 430500 | 200 | | 101000 |
| 23 | | 40622 06/10/26 grinder | 22.25* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 24 | | 40622 06/10/26 grinder | 22.25 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 25 | | 40374 06/08/26 fence ties | 17.49 | | 35533 | 1000 | 430200 | 200 | | 101000 |
| 26 | | 40374 06/08/26 fence ties | 17.48 | | 35533 | 5210 | 430500 | 200 | | 101000 |
| 27 | | 40374 06/08/26 fence ties | 17.48* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 28 | | 40374 06/08/26 fence ties | 17.48 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 29 | | 40590 06/10/26 wire wheel grinder discs/rope | 11.25 | | 35533 | 1000 | 430200 | 200 | | 101000 |
| 30 | | 40590 06/10/26 wire wheel grinder discs/rope | 11.24 | | 35533 | 5210 | 430500 | 200 | | 101000 |
| | | 40590 06/10/26 wire wheel grinder discs/rope | 11.24* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 32 | | 40590 06/10/26 wire wheel grinder discs/rope | 11.24 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 33 | | 39507 06/02/26 drain opener | 8.48 | | 35533 | 1000 | 430200 | 200 | | 101000 |
| 34 | | 39507 06/02/26 drain opener | 8.50 | | 35533 | 5210 | 430500 | 200 | | 101000 |
| 35 | | 39507 06/02/26 drain opener | 8.50* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 36 | | 39507 06/02/26 drain opener | 8.50 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 37 | | 39184 05/29/26 cleaner | 5.00 | | 35533 | 1000 | 430200 | 200 | | 101000 |
| 38 | | 39184 05/29/26 cleaner | 4.99 | | 35533 | 5210 | 430500 | 200 | | 101000 |
| 39 | | 39184 05/29/26 cleaner | 4.99* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 40 | | 39184 05/29/26 cleaner | 4.99 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 41 | | 39138 05/29/26 bungee pack/hardware | 2.70 | | 35533 | 1000 | 430200 | 200 | | 101000 |
| 42 | | 39138 05/29/26 bungee pack/hardware | 2.69 | | 35533 | 5210 | 430500 | 200 | | 101000 |
| 43 | | 39138 05/29/26 bungee pack/hardware | 2.69* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 44 | | 39138 05/29/26 bungee pack/hardware | 2.69 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 45 | | 42877 06/29/26 PVC plugs | 2.60 | | 35533 | 1000 | 430200 | 200 | | 101000 |
| 46 | | 42877 06/29/26 PVC plugs | 2.59 | | 35533 | 5210 | 430500 | 200 | | 101000 |
| 47 | | 42877 06/29/26 PVC plugs | 2.59* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 48 | | 42877 06/29/26 PVC plugs | 2.59 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 49 | | 42949 06/29/26 hex bits | 1.64 | | 35533 | 1000 | 430200 | 200 | | 101000 |
| 50 | | 42949 06/29/26 hex bits | 1.65 | | 35533 | 5210 | 430500 | 200 | | 101000 |
| 51 | | 42949 06/29/26 hex bits | 1.65* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 52 | | 42949 06/29/26 hex bits | 1.65 | | 35533 | 5410 | 430830 | 200 | | 101000 |
| 53 | | 42942 06/29/26 nipples | 11.98* | | 35533 | 5310 | 430600 | 200 | | 101000 |
| 54 | | 42338 06/24/26 paint supplies | 49.52 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 55 | | 42219 06/23/26 garbage sacks | 17.99 | | 35534 | 1000 | 460430 | 200 | | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|
| 56 | | 42288 06/23/26 paint rollers | 10.99 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 57 | | 41568 06/17/26 trimmer line | 12.99 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 58 | | 42135 06/22/26 paint-pickleball court | 804.96 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 59 | | 40302 06/08/26 safety clasp/zinc hinge | 56.64 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 60 | | 39889 06/04/26 PVC bushings | 13.37 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 61 | | 40435 06/09/26 flag USA x2 | 79.98 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 62 | | 40347 06/08/26 paint-pickleball | 229.99 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 63 | | 40309 06/08/26 return gate | -8.80 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 64 | | 40298 06/08/26 trufuel | 9.99 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 65 | | 40579 06/10/26 stain/rollers-city park gazebo | 158.15 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 66 | | 41273 06/15/26 tray liners | 8.59 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 67 | | 39732 06/03/26 wood stakes | 22.34 | | 35534 | 1000 | 460430 | 200 | | 101000 |
| 68 | | 39018 05/28/26 ceiling light | 13.99 | | 35535 | 1000 | 460430 | 200 | | 101000 |
| 69 | | 39012 05/28/26 plants-mainstreet | 36.50 | | 35535 | 1000 | 460430 | 200 | | 101000 |
| 70 | | 39020 05/28/26 potting mix | 7.50 | | 35535 | 1000 | 460430 | 200 | | 101000 |
| 71 | | 41344 06/16/26 entry knob | 19.99 | | 35535 | 1000 | 411200 | 200 | | 101000 |
| 72 | | 40618 06/10/26 DBL knobs | 52.99 | | 35535 | 1000 | 411200 | 200 | | 101000 |
| 73 | | 40756 06/11/26 hinge pack | 14.99 | | 35535 | 1000 | 411200 | 200 | | 101000 |
| 74 | | 41292 06/15/26 hole saw | 23.99 | | 35535 | 1000 | 411200 | 200 | | 101000 |
| 75 | | 39769 06/04/26 tape | 7.18 | | 35535 | 1000 | 430200 | 200 | | 101000 |
| 76 | | 41439 06/16/26 trufuel | 19.98 | | 35535 | 1000 | 430200 | 200 | | 101000 |
| 77 | | 42527 06/25/26 4pc bulbs | 12.99* | | 35535 | 1000 | 440600 | 200 | | 101000 |
| 78 | | 40295 06/08/26 paint-pickleball | 459.98 | | 35535 | 1000 | 460430 | 200 | | 101000 |
| 79 | | 39429 06/01/26 toilet seat | 18.99* | | 35535 | 1000 | 460445 | 200 | | 101000 |
| 80 | | 42158 06/22/26 flush handles | 24.98* | | 35535 | 1000 | 460442 | 200 | | 101000 |
| 81 | | 39411 06/01/26 valve/ballcock | 57.96* | | 35535 | 1000 | 460442 | 200 | | 101000 |
| 250852 | | 01517 SULLIVAN BROS CONSTRUCTION INC | 52,023.00 | | | | | | | |
| 1 | | 8394 06/26/26 plum street sewer work | 52,023.00* | | | 5310 | 430600 | 900 | | 101000 |
| 250853 | | 02724 COLEMAN OIL COMPANY | 12,079.24 | | | | | | | |
| 1 | | 94459 05/27/26 PVC male adapter | 3.79 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 2 | | 94491 05/27/26 slip coupler 2" | 2.79 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 3 | | 94483 05/27/26 PVC parts | 21.27 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 4 | | 94475 05/27/26 2" adapeter | 3.79 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 5 | | 94464 05/27/26 plumbers adhesive | 5.49 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 6 | | 95282 06/04/26 2" tee PVC | 6.49 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 7 | | 95109 06/03/26 thread seal/2" PVC parts | 69.84 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 8 | | 95792 06/10/26 gas cans/oil | 67.92 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 9 | | 97008 06/22/26 2 cycle oil | 68.17 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 10 | | 97099 06/23/26 multi painter tape/roller | 69.10 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 11 | | 97090 06/23/26 toilet paper | 14.99 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 12 | | 94515 05/27/26 3/4 union | 7.99 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 13 | | 94457 05/27/26 thread seal/wax kit | 15.57 | | 35528 | 1000 | 460430 | 200 | | 101000 |
| 14 | | 95778 06/10/26 work gloves-montgomery clothin | 21.99* | | 35528 | 1000 | 430200 | 220 | | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|
| 15 | | 95824 06/10/26 wire wheel/brush | 10.69 | | 35529 | 1000 | 430200 | 200 | | 101000 |
| 16 | | 95824 06/10/26 wire wheel/brush | 10.69 | | 35529 | 5210 | 430500 | 200 | | 101000 |
| 20 | | 95824 06/10/26 wire wheel/brush | 10.69* | | 35529 | 5310 | 430600 | 200 | | 101000 |
| 21 | | 95824 06/10/26 wire wheel/brush | 10.70* | | 35529 | 5410 | 430840 | 200 | | 101000 |
| 22 | | 96343 06/15/26 AC unit offive upstairs/cat li | 123.48 | | 35529 | 1000 | 430200 | 200 | | 101000 |
| 23 | | 96343 06/15/26 AC unit offive upstairs/cat li | 123.50 | | 35529 | 5210 | 430500 | 200 | | 101000 |
| 24 | | 96343 06/15/26 AC unit offive upstairs/cat li | 123.50* | | 35529 | 5310 | 430600 | 200 | | 101000 |
| 25 | | 96343 06/15/26 AC unit offive upstairs/cat li | 123.50 | | 35529 | 5410 | 430830 | 200 | | 101000 |
| 26 | | 97218 06/24/26 wire brush | 1.38 | | 35529 | 1000 | 430200 | 200 | | 101000 |
| 27 | | 97218 06/24/26 wire brush | 1.37 | | 35529 | 5210 | 430500 | 200 | | 101000 |
| 28 | | 97218 06/24/26 wire brush | 1.37* | | 35529 | 5310 | 430600 | 200 | | 101000 |
| 29 | | 97218 06/24/26 wire brush | 1.37 | | 35529 | 5410 | 430830 | 200 | | 101000 |
| 30 | | 97753 06/29/26 1/8" bit | 2.24 | | 35529 | 1000 | 430200 | 200 | | 101000 |
| 31 | | 97753 06/29/26 1/8" bit | 2.25 | | 35529 | 5210 | 430500 | 200 | | 101000 |
| 32 | | 97753 06/29/26 1/8" bit | 2.25* | | 35529 | 5310 | 430600 | 200 | | 101000 |
| 33 | | 97753 06/29/26 1/8" bit | 2.25 | | 35529 | 5410 | 430830 | 200 | | 101000 |
| 34 | | 97684 06/29/26 3/4" adapter-reducers | 3.55 | | 35529 | 1000 | 430200 | 200 | | 101000 |
| 35 | | 97684 06/29/26 3/4" adapter-reducers | 3.57 | | 35529 | 5210 | 430500 | 200 | | 101000 |
| 36 | | 97684 06/29/26 3/4" adapter-reducers | 3.57* | | 35529 | 5310 | 430600 | 200 | | 101000 |
| 37 | | 97684 06/29/26 3/4" adapter-reducers | 3.57 | | 35529 | 5410 | 430830 | 200 | | 101000 |
| | | 94922 06/01/26 bolts/washers/antifreeze | 27.74* | | 35529 | 1000 | 460445 | 200 | | 101000 |
| 39 | | 96269 06/15/26 thread seal tape | 4.28* | | 35529 | 1000 | 460445 | 200 | | 101000 |
| 40 | | 97681 06/29/26 screws/hinge | 9.49* | | 35529 | 1000 | 460445 | 200 | | 101000 |
| 41 | | 97695 06/29/26 padlocks | 63.98* | | 35529 | 1000 | 460445 | 200 | | 101000 |
| 42 | | 95583 06/08/26 compression union | 3.99* | | 35529 | 1000 | 460445 | 200 | | 101000 |
| 43 | | 97173 06/23/26 cord | 62.99 | | 35529 | 5210 | 430500 | 200 | | 101000 |
| 44 | | 96315 06/15/26 marking flags | 9.75 | | 35529 | 5210 | 430500 | 200 | | 101000 |
| 45 | | 95695 06/09/26 fluorescent lights | 30.99 | | 35529 | 1000 | 411202 | 200 | | 101000 |
| 46 | | 92386 05/05/26 fittings/sprinkler swivel | 27.76 | | 35530 | 1000 | 460430 | 200 | | 101000 |
| 47 | | 92582 05/07/26 mower air filter | 20.99 | | 35530 | 1000 | 460430 | 200 | | 101000 |
| 48 | | 95777 06/10/26 metal | 42.00* | | 35530 | 5310 | 430600 | 200 | | 101000 |
| 49 | | 97723 06/29/26 fittings/tubing/hose | 159.88* | | 35530 | 5310 | 430600 | 200 | | 101000 |
| 50 | | CP-0399315 05/31/26 fuel-landfill garbage | 435.91 | | 35531 | 5410 | 430830 | 230 | | 101000 |
| 51 | | CP-0399315 05/31/26 fuel-parks | 452.49 | | 35531 | 1000 | 460430 | 230 | | 101000 |
| 52 | | CP-0399315 05/31/26 fuel-water | 1,500.00 | | 35531 | 5210 | 430500 | 230 | | 101000 |
| 53 | | CP-0399315 05/31/26 fuel-sewer | 500.00* | | 35531 | 5310 | 430600 | 230 | | 101000 |
| 54 | | CP-0399315 05/31/26 fuel-streets | 2,614.62 | | 35531 | 1000 | 430200 | 230 | | 101000 |
| 55 | | 414254 06/10/26 method/esp chemicals | 1,500.00 | | 35531 | 1000 | 430200 | 200 | | 101000 |
| 56 | | 421391 06/22/26 weed chemicals | 3,035.00 | | 35531 | 1000 | 460430 | 200 | | 101000 |
| 57 | | 412912 06/08/26 tank rental-propane | 120.00* | | 35531 | 5210 | 430500 | 300 | | 101000 |
| 58 | | 423871 06/25/26 fuel-compactor | 345.15 | | 35531 | 5410 | 430840 | 230 | | 101000 |
| 59 | | 420627 06/22/26 megaplex grease | 167.55* | | 35531 | 5410 | 430840 | 200 | | 101000 |

* ... Over spent expenditure

| Claim Line # | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org Acct | Object Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|
| 250854 | -97989E | 00111 FIRST STATE BANK | 15.00 | | | | | | |
| 1 | | 06/30/26 ACH decline fee | 5.00* | | | 5210 | 430570 | 300 | 101000 |
| 2 | | 06/30/26 ACH decline fee | 5.00* | | | 5310 | 430670 | 300 | 101000 |
| 3 | | 06/30/26 ACH decline fee | 5.00* | | | 5410 | 430870 | 300 | 101000 |
| 250855 | | 00001 DEPARTMENT OF REVENUE | 16.97 | | | | | | |
| 1 | | 06/30/26 Accom Tax Williamson Park | 16.97 | | | 7110 | 212500 | | 101000 |
| 250856 | | 00001 DEPARTMENT OF REVENUE | 411.55 | | | | | | |
| 1 | | 06/30/26 Accom Tax Shel-oole Campground | 411.55 | | | 7110 | 212500 | | 101000 |
| 250857 | | 01677 STAPLES | 220.61 | | | | | | |
| 1 | | 6067632981 06/30/26 10x13 envelopes | 4.55* | | 35556 | 1000 | 410550 | 200 | 101000 |
| 2 | | 6067632981 06/30/26 10x13 envelopes | 4.56* | | 35556 | 5210 | 430570 | 200 | 101000 |
| 3 | | 6067632981 06/30/26 10x13 envelopes | 4.56* | | 35556 | 5310 | 430670 | 200 | 101000 |
| 4 | | 6067632981 06/30/26 10x13 envelopes | 4.56* | | 35556 | 5410 | 430870 | 200 | 101000 |
| 5 | | 6067632990 06/30/26 ceramic heater | 24.84* | | 35556 | 1000 | 410550 | 200 | 101000 |
| 6 | | 6067632990 06/30/26 ceramic heater | 24.85* | | 35556 | 5210 | 430570 | 200 | 101000 |
| 7 | | 6067632990 06/30/26 ceramic heater | 24.85* | | 35556 | 5310 | 430670 | 200 | 101000 |
| 8 | | 6067632990 06/30/26 ceramic heater | 24.85* | | 35556 | 5410 | 430870 | 200 | 101000 |
| 9 | | 6067632994 06/30/26 storage boxes/8ft cord | 25.74* | | 35556 | 1000 | 410550 | 200 | 101000 |
| 10 | | 6067632994 06/30/26 storage boxes/8ft cord | 25.75* | | 35556 | 5210 | 430570 | 200 | 101000 |
| 11 | | 6067632994 06/30/26 storage boxes/8ft cord | 25.75* | | 35556 | 5310 | 430670 | 200 | 101000 |
| 12 | | 6067632994 06/30/26 storage boxes/8ft cord | 25.75* | | 35556 | 5410 | 430870 | 200 | 101000 |
| 250858 | | 00327 TOWNSQUARE MEDIA SHELBY | 175.00 | | | | | | |
| 1 | | 6574724-1 06/30/26 Farm & Ranch Tournament | 43.75* | | | 1000 | 410550 | 300 | 101000 |
| 2 | | 6574724-1 06/30/26 Farm & Ranch Tournament | 43.75* | | | 5210 | 430570 | 300 | 101000 |
| 3 | | 6574724-1 06/30/26 Farm & Ranch Tournament | 43.75* | | | 5310 | 430670 | 300 | 101000 |
| 4 | | 6574724-1 06/30/26 Farm & Ranch Tournament | 43.75* | | | 5410 | 430870 | 300 | 101000 |

**# of Claims 76 Total: 627,703.29**

**Total Electronic Claims 1,673.00 Total Non-Electronic Claims** 626030.29

| Fund/Account | Amount |
|---|---|
| 1000 GENERAL | |
| 101000 Cash-Operating | 444,871.56 |
| 2400 STREET LIGHTING DISTRICT NO. 35 | |
| 101000 Cash-Operating | 4,812.10 |
| 4000 CAPITAL PROJECTS FUND | |
| 101000 Cash-Operating | 12,535.00 |
| 5210 WATER UTILITY | |
| 101000 Cash-Operating | 35,017.28 |
| 5310 SEWER UTILITY | |
| 101000 Cash-Operating | 75,168.27 |
| 5410 SOLID WASTE UTILITY | |
| 101000 Cash-Operating | 21,314.46 |
| 102210 Cash-Revenue Bond Sinking & Interest | 1,269.16 |
| 7030 HOUSING FUND | |
| 101000 Cash-Operating | 28,197.94 |
| 7110 ACCOMMODATIONS TAX | |
| 101000 Cash-Operating | 428.52 |
| 7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID) | |
| 101000 Cash-Operating | 4,089.00 |
| **Total:** | **627,703.29** |

NORTH CENTRAL MONTANA
REGIONAL WATER AUTHORITY
P.O. BOX 312
HELENA, MT 59624
Office: (406) 945-4343 jody@ncmrwa.com
www.ncmrwa.com



June 29, 2026

City of Shelby
Mayor and Council Members
VIA EMAIL

Dear Mayor and Council Members,

The Power Teton County Water and Sewer District (District) submitted a letter to the North Central Montana Regional Water Authority's (Authority) Board of Directors at the June 23rd Board meeting requesting membership in the Authority. Several representatives of the District attended the meeting to present their request and answer questions.

As discussed at the meeting, the District is located outside the geographical service area identified in the Authority's authorizing legislation. Because of this, federal funding available through our cooperative agreements cannot be used to construct the pipeline from the Town of Dutton to the District. The District will be solely responsible for funding that portion of the project.

During the June 23rd meeting, the Authority's Board voted to recommend that the Authority's members approve the addition of the Power Teton County Water and Sewer District, with the understanding that the District will be responsible for the design and construction costs of the pipeline between Power and Dutton.

The Authority's Interlocal agreement calls for approval by two-thirds of the membership to add a new member. The approval process requires each member to approve the addition of the Power Teton County Water and Sewer District by resolution at an appropriately noticed board/council meeting. I have included the resolution requiring approval with this letter. Upon approval of the enclosed resolution please mail or email a copy of the resolution and certification to the Authority. If you have any questions or concerns, feel free to contact me via email (jody@ncmrwa.com) or phone (406-945-4343).

Sincerely,

Jody Hellegaard

Jody Hellegaard, General Manager

6/11/2026

North Central Montana Regional Water Authority
PO Box 2456
Havre, MT 59501

Re: Request for Membership – Power-Teton County Water and Sewer District

Dear Members of the North Central Montana Regional Water Authority Board,

On behalf of the Power-Teton County Water and Sewer District, we respectfully submit this letter requesting consideration for membership into the North Central Montana Regional Water Authority.

The District acknowledges that it is currently located outside the existing boundaries of the Water Authority. However, due to increasing concerns regarding long-term water reliability, aging infrastructure, and regional water supply sustainability, the District believes participation in the Water Authority is in the best interest of our residents and the surrounding region.

The Power-Teton County Water and Sewer District currently serves approximately 165 residents. Our existing water system relies on a surface water source from Muddy Creek and utilizes a water treatment plant that is now more than 20 years old. Over time, the high sediment and turbidity levels present in Muddy Creek have resulted in increasingly burdensome maintenance requirements and operational challenges at the treatment facility.

In addition to the operational issues associated with the source water quality, many components of the treatment plant have become obsolete and difficult to replace. This is especially true for the programmable logic controller (PLC) and other critical control components, where replacement parts and technical support are increasingly unavailable.

At present, the existing treatment plant is operating at capacity. In addition to addressing current reliability concerns, the District desires to increase available water capacity to support modest future growth within the community.

Recognizing these challenges, the District has been actively working to develop a new groundwater source near the Town of Power in an effort to transition away from reliance on Muddy Creek as a surface water supply. Unfortunately, the project has experienced significant delays due to neighboring landowner concerns regarding water rights. Furthermore, there is growing concern that the increasing conversion of agricultural irrigation practices from flood irrigation to center pivots throughout the area may negatively impact future groundwater recharge and availability. Nearby public water systems, including Fairfield and Tri County Water, have reported water availability concerns, further highlighting the need for a reliable and sustainable regional water solution.

The District's current average day demand is approximately 27,000 gallons per day (gpd). The system's maximum month, maximum day, and peak hour demands are approximately 28 gallons per minute (gpm), 56 gpm, and 75 gpm, respectively. The District currently utilizes a 150,000-gallon welded steel storage tank to accommodate peak hour demand and provide fire flow storage.

Given these circumstances, the Power-Teton County Water and Sewer District believes that membership in the North Central Montana Regional Water Authority would provide a critical long-term solution for ensuring reliable, safe, and sustainable drinking water service to our community. We respectfully request the opportunity to work collaboratively with the Water Authority to evaluate membership options and future service opportunities.

Thank you for your consideration of this request. We appreciate the important work the Water Authority performs for communities throughout north central Montana and look forward to discussing this opportunity further.

Sincerely,

Ross Fitzgerald
District President
Power-Teton County Water and Sewer District

**RESOLUTION NO. 2155**

RESOLUTION APPROVING
THE POWER TETON COUNTY WATER & SEWER DISTRICT AS A MEMBER OF
NORTH CENTRAL MONTANA REGIONAL WATER AUTHORITY

City of Shelby

WHEREAS, the City of Shelby (the "Governmental Unit") is a "public agency" as defined in the Regional Water Act, Title 75, Chapter 6, Part 3, Montana Code Annotated (the "Act"), and duly organized as such under the laws of the State of Montana; and

WHEREAS, the North Central Montana Regional Authority (the "Authority") was originally created under the Act and the Interlocal Cooperation Act, through agreements dated as of February, 2000 and as of October, 2006 (the "Authority Agreements"); and

WHEREAS, the Council/Board is the governing body of the Governmental Unit; and

WHEREAS, the Governmental Unit is a Member of the Authority pursuant to the Authority Agreement; and

WHEREAS, it is necessary that the Governmental Unit take formal action at a duly called and duly noticed public meeting to approve the addition of Power Teton County Water & Sewer District to the Authority's membership.

NOW, THEREFORE, BE IT RESOLVED BY THE *COUNCIL/BOARD* OF THE CITY OF SHELBY, AS FOLLOWS:

Approve the addition of Power Teton County Water & Sewer District to the Authority membership.

I, Eric Tokerud, the undersigned, hereby certify that I am the recording officer of the City of Shelby (the "Governmental Unit"), that the foregoing is a full, true and correct copy of a resolution duly adopted by the governing body of the Governmental Unit at a regular meeting of the governing body held on the 6 day of July, 2026, and that the meeting was duly held by the governing body and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

IN WITNESS WHEREOF, I have set my hand and the seal of the Governmental Unit on this 6 day of July 2026.

City of Shelby

By: ______________________________
Signature

Its: ______________________________
Title

## EXHIBIT A

CERTIFICATION OF MINUTES RELATING TO
RESOLUTION APPROVING THE ADDITION OF
POWER TETON COUNTY WATER & SEWER DISTRICT
TO THE AUTHORITY MEMBERSHIP

Local Government:

Kind, date, time and place of meeting: A ____________________________
meeting held ____________________________, 2026, at ______________ p.m.
at ________________________________________________________________.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (pages):

RESOLUTION NO. 2156

A RESOLUTION RATIFYING GRANT AGREEMENT AND ACCOMPANYING INDEMNIFICATION AGREEMENT PREVIOUSLY EXECUTED BY MAYOR DUE TO TIME CONSTRAINTS

WHEREAS, the City of Shelby and Toole County previously passed a joint resolution in 2025 dissolving the City-County Airport Commission and transferring all records, contracts, financial accounts, and operational responsibilities related to the Toole County Airport to Toole County.

WHEREAS, Toole County has since created their own Airport Advisory Board for administration of the Toole County Airport.

WHEREAS, Toole County applied for grant funding from the Federal Aviation Administration for the purpose of runway renovations at the Toole County Airport.

WHEREAS, the FAA required that the City execute the grant agreement along with the County because the City has yet to be removed as a required signatory for FAA administrative purposes.

WHEREAS, in consideration of the City executing the grant agreement, the County agreed to execute an indemnification agreement for the purposes of ensuring that the City does not suffer any financial detriment as a result the grant agreement.

WHEREAS, both the grant agreement and indemnification agreement are attached to this Resolution as exhibits.

WHEREAS, the grant agreement had a deadline of June 26, 2026, to be executed by all required parties.

WHEREAS, Mayor Eric Tokerud executed both agreements on behalf of the City on June 26, 2026, in order to comply with the deadline imposed by the FAA.

WHEREAS, Montana Code Annotated § 7-1-4124(12) grants the City Council the power to "ratify any action of the municipality or its officers or employees that could have been approved in advance."

WHEREAS, the terms of the indemnification agreement adequately shield the City from suffering any sort of financial loss from the runway renovation project that the County intends to undertake.

WHEREAS, despite the City no longer having an interest in the Toole County Airport, it is still in the best interests of the City to have adequate infrastructure at the closest airport to the City of Shelby.

NOW THEREFORE, BE IT RESOLVED that:

1. The indemnification agreement between the City of Shelby and Toole County, executed by Mayor Tokerud on June 26, 2026, is hereby ratified by the City Council of Shelby, Montana, pursuant to the authority granted to the City Council by Montana Code Annotated § 7-1-4124(12); and
2. The grant agreement between the City of Shelby, Toole County, and the Federal Aviation Administration, executed by Mayor Tokerud on June 26, 2026, is hereby ratified by the City Council of Shelby, Montana, pursuant to the authority granted to the City Council by Montana Code Annotated § 7-1-4124(12).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA, AND APPROVED BY THE MAYOR ON THIS 6th DAY OF JULY, 2026.

______________________________

ERIC TOKERUD, MAYOR

ATTEST:

______________________________

JADE GOROSKI, FINANCE OFFICER

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Montana

Helena Airports District Office: FAA Bldg, 2725 Skyway Dr, Ste 2 Helena, MT 59602-1205

June 10, 2026

The Honorable Terry Tomsheck, Chairman
Toole County Commission
226 1st Street S
Shelby, MT 59474

The Honorable Eric Tokerud, Mayor
City of Shelby
112 1st Street South
Shelby, MT 59474

Dear Commissioner Tomsheck & Mayor Tokerud,

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-30-0069-021-2026 at Shelby Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

**You may not make any modification to the text, terms or conditions of the Grant Offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **June 26, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

***Reporting.*** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

***Audit Requirements.*** As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

***Closeout.*** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

***FAA Contact Information.*** Michael Grover, (406) 441-5406, michael.s.grover@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Tracy M. Stoner

Tracy M. Stoner (06/10/2026 14:00:37 MDT)

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

---

| | |
|---|---|
| Federal Award Offer Date | June 10, 2026 |
| Airport/Planning Area | Shelby Airport |
| Airport Grant Number | 3-30-0069-021-2026 (DOT-FA26NM-2033) |
| Unique Entity Identifier | MDG6CDGHG1N6 |

TO: County of Toole and City of Shelby

**(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)**

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS,** the sponsor has submitted to the FAA a Project Application dated April 23, 2026, for a grant of federal funds for a project at or associated with the Shelby Airport, which is included as part of this Grant Agreement; and

**WHEREAS,** the FAA has approved a project for the Shelby Airport (herein called the "Project") consisting of the following:

**Reconstruct Taxiway A (phase I - design); Rehabilitate Runway 5/23, Rehabilitate Runway 11/29 (phase 2 - final design)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.**

**Assistance Listings Number(s):** 20.117.

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $297,217.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $297,217 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **<u>Ineligible or Unallowable Costs</u>.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before June 26, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

**22. Trafficking in Persons.**

a. *Posting of contact information.*

   i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

   i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

      a) Severe forms of trafficking in persons;

      b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      c) The use of forced labor in the performance of this grant; or any subaward; or

      d) Acts that directly support or advance trafficking in persons, including the following acts:

         1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

         2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*
   i. "Employee" means either:
      a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
      b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
   ii. "Private Entity" means:
      a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
      b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 2013, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

25. **Co-Sponsor.** The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

        ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

        iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

**31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

## SPECIAL CONDITIONS

32. **Solid Waste Recycling Plan.** The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC § 47106(a)(6).

33. **Preliminary Engineering.** This Phase 1 Grant is being issued in order to complete final design for the project. The sponsor understands and agrees that within two (2) years from the execution of this Grant Agreement that the sponsor will accept a grant to complete the final design phase for the project identified in the Airport Capital Improvement Plan, subject to the availability of federal funding. The sponsor further understands that if the FAA has provided federal funding to complete the final design for the project, and the sponsor has not completed the final design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

34. **Plans and Specifications Approval Based Upon Certification.** The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

    a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

    b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

    c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

**UNITED STATES OF AMERICA**
**FEDERAL AVIATION ADMINISTRATION**

Tracy M. Stoner
Tracy M. Stoner (06/10/2026 14:00:37 MDT)

*(Signature)*

Tracy M. Stoner

*(Typed Name)*

Assistant Manager (A)

*(Title of FAA Official)*

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated June 10, 2026

County of Toole

*(Name of Sponsor)*

Terry L Tomsheck

Terry L Tomsheck (06/10/2026 14:38:09 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Terry L Tomsheck

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Commissioner

*(Title of Sponsor's Authorized Official)*

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, M Raph , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Montana . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at June 25, 2026

**By:** M Raph
M Raph (06/25/2026 16:04:52 MDT)
*(Signature of Sponsor's Attorney)*

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated June 30, 2026

City of Shelby

*(Name of Sponsor)*

Eric Tokerud (06/30/2026 08:34:45 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Eric Tokerud

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Mayor of Shelby,MT

*(Title of Sponsor's Authorized Official)*

[4] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, Logan Fehler , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Montana . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at June 30, 2026

By: Logan Fehler
Logan Fehler (06/30/2026 10:49:15 MDT)

*(Signature of Sponsor's Attorney)*

[5] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

# ASSURANCES
## AIRPORT SPONSORS

**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

**B. Duration and Applicability.**

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**FEDERAL LEGISLATION**

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

**EXECUTIVE ORDERS**

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

***Footnotes to Assurance (C)(1)***

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

**Specific Assurances**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

**19. Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

**22. Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

**23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

**26. Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Shelby and County of Toole**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of April 23, 2026.

**35. Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**40. Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

## Indemnification Agreement

**WHEREAS,** the City of Shelby, Montana, a Montana municipal corporation whose address is 112 1st St S, Shelby, MT 59474 (hereinafter "the City"), and the County of Toole, Montana, a political subdivision of the State of Montana, whose address is 226 1st St S, Shelby, MT 59474 (hereinafter "the County"), passed a joint resolution dissolving the previously existing City-County Airport Commission and transferring all records, contracts, financial accounts, and operational responsibilities to the County for their continued sole management of the airport.

**WHEREAS,** the County subsequently created its own Airport Advisory Board for the administration of the airport.

**WHEREAS,** the County intends to execute a grant agreement (hereinafter "the FAA grant") with the Federal Aviation Administration (hereinafter "the FAA") for the purpose of receiving funding for renovations to the airport runway.

**WHEREAS,** the FAA is requiring that the City execute the FAA grant along with the County because the City has yet to be removed as a required signatory for FAA administrative purposes.

In consideration of the City's execution of the FAA grant, the County hereby agrees to confer the following benefits to the City:

1. The County shall indemnify, save, and hold harmless the City from any claim or suit in law or equity arising from any renovations funded in whole or in part by the FAA grant.
2. The County shall assume responsibility for any financial obligation incurred by the City as a result of the FAA grant and shall pay any such obligation in full to the appropriate third parties prior to any deadline or due date for payment.

Dated this 26 day of June, 2026.

Eric Tokerud, Mayor

Terry Tomsheck (Jun 25, 2026 13:19:01 MDT)

Terry Tomsheck, Commissioner

Terry Kimmet (Jun 26, 2026 12:15:53 MDT)

Terry Kimmet, Commissioner

Mary Ann Harwood

Mary Ann Harwood (Jun 26, 2026 09:29:28 MDT)

Mary Ann Harwood, Commissioner

**76-2-304.** *(Effective October 1, 2026)* **Criteria and guidelines for zoning regulations.** (1) Zoning regulations must be:

(a) made in accordance with a growth policy; and

(b) designed to:

(i) secure safety from fire and other dangers;

(ii) promote public health, public safety, and the general welfare; and

(iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

(2) In the adoption of zoning regulations, the municipal governing body shall consider:

(a) reasonable provision of adequate light and air;

(b) the effect on motorized and nonmotorized transportation systems;

(c) promotion of compatible urban growth;

(d) the character of the district and its peculiar suitability for particular uses; and

(e) conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.

(3) In a city with a population of at least 5,000 residents, duplex housing must be allowed as a permitted use on a lot where a single-family residence is a permitted use, and zoning regulations that apply to the development or use of duplex housing may not be more restrictive than zoning regulations that are applicable to single-family residences.

(4) (a) In a municipality that is designated as an urban area by the United States census bureau with a population over 5,000 as of the most recent census, the city council or other legislative body of the municipality shall allow as a permitted use multiple-unit dwellings and mixed-use developments that include multiple-unit dwellings on a parcel or lot that:

(i) has a will-serve letter from both a municipal water system and a municipal sewer system; and

(ii) is located in a commercial zone.

(b) Zoning regulations in municipalities meeting the requirements of subsection (4)(a) may not include a requirement to provide:

(i) more than one off-street parking space for each unit and accessible parking spaces as required by the Americans With Disabilities Act of 1990, 42 U.S.C. 12101, et seq.;

(ii) more than an equivalent number of spaces required under subsection (4)(b)(i) provided through a shared parking agreement; or

(iii) a height restriction of less than 60 feet on buildings that are located in downtown commercial, heavy commercial, or industrial zones.

**(5) Except to provide accessible parking spaces as required by the Americans With Disabilities Act of 1990, 42 U.S.C. 12101, et seq., zoning regulations may not include provisions that require:**

(a) more than one parking space for each residential dwelling unit;

(b) any minimum parking requirement for:

(i) existing buildings, including vacant buildings, undergoing a change of use;

(ii) child-care facilities licensed or registered by the department of public health and human services;

(iii) deed-restricted affordable housing; or

(iv) assisted living facilities; or

(c) more than one-half parking space for each residential unit under 1,200 square feet.

(6) Nothing in this part restricts a property owner, developer, or builder from providing more parking spaces than the minimum number of parking spaces required in zoning regulations adopted under this part.

(7) As used in this section, the following definitions apply:

(a) "Duplex housing" means a parcel or lot with two dwelling units that are designed for residential occupancy by not more than two family units living independently from each other.

(b) "Family unit" means:

(i) a single person living or residing in a dwelling or place of residence; or

(ii) two or more persons living together or residing in the same dwelling or place of residence.

(c) "Mixed-use development" means a development consisting of residential and nonresidential uses in which the nonresidential uses are less than 50% of the total square footage of the development and are limited to the first floor of buildings that are two or more stories.

(d) "Multiple-unit dwelling" means a building designed for five or more dwelling units in which the dwelling units share a common separation like a ceiling or wall and in which access cannot be gained between units through an internal doorway, excluding common hallways.

(e) "Single-family residence" has the meaning provided in **70-24-103**.