

AGENDA
CITY COUNCIL MEETING
CITY OF SHELBY
January 5, 2026
6:30 P.M.

ROLL CALL OF MEMBERS

PLEDGE OF ALLEGIANCE

POLICY ON CONDUCT AND MANNER OF ADDRESSING COUNCIL

OPEN PUBLIC HEARING

- 626 Granite Ave House Purchase

APPROVAL OF MINUTES

- Regular Council Meeting, 12/15/25 (pgs. 5-6)

CLOSE PUBLIC HEARING

APPEARANCE REQUESTS

- Agenda Items
- Non-Agenda Items

CLAIMS REPORT 12/31/2025 (pgs. 7-19)

COMMITTEE REPORTS

-

CITY FINANCE OFFICER

- Great West Task Order No. 9 Amendment No. 1 – Field Work (pgs. 20-21)
- Triple Tree Task Order – Cozy Meadows Street Drainage (pgs. 22-24)
- Triple Tree Task Order – Concrete Alley Storm Drain (pgs. 25-28)
- Triple Tree Task Order – EDA Grant Application (pgs. 29-33)
- Approving Authorized Signers for Altana and First State Bank
- Resolution No. 2140 re: Authorizing Participation in the MT Board of Investments Short-Term Investment Pool (STIP) (pgs. 34-38)

CITY ATTORNEY

- Resolution No. 2141 re: Waiving Conflict of Interest and Approving Buy-Sell Agreement for 626 Granite Ave (pgs. 39-48)

CITY SUPERINTENDENT

OTHER MATTERS

-
-

ADJOURN

CITY OF SHELBY MEETING SCHEDULE

January 5, 2026

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

January 12, 2026

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

January 20, 2026 (Due to Martin Luther King, Jr Holiday)

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

January 26, 2026

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

City Council Packet Listing

- A. Agenda
- B. Agenda Items
 - 1. Minutes of Regular Council Meeting, 12/15/25
 - 2. Claims Report, December 2025
 - 3. 8/18/25 Great West Task Order No. 9 Amendment No. 1 - Field Work
 - 4. 12/15/25 Triple Tree Task Order - Cozy Meadows Street Drainage
 - 5. 12/15/25 Triple Tree Task Order - Concrete Alley Storm Drain
 - 6. 12/15/25 Triple Tree Task Order - EDA Grant Application
 - 7. Resolution No. 2140 re: Authorizing Participation in the MT Board of Investments Short Term Investment Pool (STIP)
 - 8. Resolution No. 2141 re: Waiving Conflict of Interest and Approving Buy-Sell Agreement for 626 Granite Ave
- 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
December 15, 2025

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

Other citizens present: Eric Tokerud, Laurie Tokerud, Alyssa Johnson & Chance Keller.

PLEDGE OF ALLEGIANCE

POLICY ON CONDUCT AND MANNER OF ADDRESSING COUNCIL

APPROVAL OF MINUTES

- Regular Council Meeting, 12/1/2025
KIMMET MADE A MOTION TO APPROVE THE 12/1/2025 MINUTES.
SECONDED BY MORITZ. VOTE AYES - MORITZ, CLARK, KIMMET,
FLESCH, FRYDENLUND, YARN. NOES - NONE. ABSENT - NONE.

OATH OF OFFICE

- Eric Tokerud
- Joe Flesch
- Pat Frydenlund
- Jayce Yarn

APPEARANCE REQUESTS

- AGENDA ITEMS -
- NON-AGENDA ITEMS -

COMMITTEE REPORTS

- Law Enforcement -

CITY FINANCE OFFICER

1. City Judge's Report, 11/30/2025
2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, 11/30/2025

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

CITY ATTORNEY

- Resolution No. 2139 re: Intent to Accept Bid on Market Rate Home & Setting a Public hearing on Conflict of Interest MORITZ MADE A MOTION TO APPROVE THE RESOLUTION. SECONDED BY FLESCH. VOTE AYES - MORITZ, CLARK, KIMMET, FLESCH, FRYDENLUND, YARN. NOES - NONE. ABSENT - NONE.

CITY SUPERINTENDENT

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

OTHER MATTERS

ADJOURN

AT 7:09 P.M. KIMMET MADE A MOTION TO ADJOURN THE MEETING. SECONDED BY FRYDENLUND. VOTE AYES - MORITZ, CLARK, KIMMET, FLESCH, FRYDENLUND, YARN. NOES - NONE. ABSENT - NONE.

Gary McDermott, Mayor

ATTEST:

Jade Goroski, Finance Officer

12/30/25
15:56:36

CITY OF SHELBY
Claim Details
For the Accounting Period: 12/25

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Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
250376	00534 IVERSON CONSTRUCTION & CONCRETE	27,000.00					
1	12/01/25 614 Granite labor & materials	15,000.00		7030	470000	900 2299	101000
2	12/19/25 614 Granite materials	12,000.00		7030	470000	900 2299	101000
250377	01517 SULLIVAN BROS CONSTRUCTION INC	550.00					
1	8231 12/26/25 camera-f robison line	550.00*		35500	5310	430600	300
250378	00400 UTILITIES UNDERGROUND LOCATION	21.00					
1	5115108 11/30/25 12 excavation notifications	21.00*		33345	5210	430500	300
250379	02595 PONDEROSA PUBLICATIONS LLC	396.00					
1	76347 11/05/25 626 Granite Ave sell ad	132.00		7030	470000	900 2298	101000
2	76439 11/12/25 626 Granite Ave sell ad	132.00		7030	470000	900 2298	101000
3	76508 11/19/25 626 Granite Ave sell ad	132.00		7030	470000	900 2298	101000
250380	31770S 00144 POSTMASTER	469.76					
1	12/24/25 12/25 UB Postage	156.59		5210	430570	310	101000
2	12/24/25 12/25 UB Postage	156.59		5310	430670	310	101000
3	12/24/25 12/25 UB Postage	156.58		5410	430870	310	101000
250381	02368 OPTUM FINANCIAL INC	4.25					
1	1843695 12/12/25 HSA Service Fee	1.06		1000	410550	300	101000
2	1843695 12/12/25 HSA Service Fee	1.06		5210	430570	300	101000
3	1843695 12/12/25 HSA Service Fee	1.06		5310	430670	300	101000
4	1843695 12/12/25 HSA Service Fee	1.07		5410	430870	300	101000
250382	01862 MOUNTAIN ALARM	58.32					
1	7364690 12/01/25 12/25 Fire Alarm Monitoring	58.32		1000	420401	300	101000
250383	00048 TOOLE COUNTY CLERK & RECORDER	56,306.96					
1	12/01/25 City Judge/Sec Wages	3,317.05		1000	410360	100	101000
2	12/01/25 City Judge/Sec Medicare	46.99		1000	410360	142	101000
3	12/01/25 City Judge/Sec SS	200.91		1000	410360	141	101000
4	12/01/25 City Judge/Sec Unemploy Ins	6.70		1000	410360	145	101000
5	12/01/25 City Judge/Sec Workers Comp	13.31		1000	410360	146	101000
6	12/01/25 City Judge/Sec PERS	173.48		1000	410360	143	101000
7	12/01/25 City Judge Health Insurance	528.00		1000	410360	147	101000
9	12/01/25 City Judge Phone	20.52		1000	410360	344	101000
11	12/01/25 Law Enforcement	37,270.00		1000	420000	300	101000
12	12/01/25 Law Enforcement	4,910.00		5210	420100	300	101000
13	12/01/25 Law Enforcement	4,910.00		5310	420100	300	101000
14	12/01/25 Law Enforcement	4,910.00		5410	420100	300	101000

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250384	E 00111 FIRST STATE BANK		55.00								
1	12/30/25 FSB Billing ACH Origination		18.33		5210	430570	300	101000			
2	12/30/25 FSB Billing ACH Origination		18.33		5310	430670	300	101000			
3	12/30/25 FSB Billing ACH Origination		18.34		5410	430870	300	101000			
250385	01137 AQUA TECH LABORATORY		100.00								
	PWSID# MT0000328										
1	42533 12/10/25 Monthly Coliform Water Testing		100.00*		33347	5210	430500	300	101000		
250386	01137 AQUA TECH LABORATORY		25.00								
	PWSID# MT0000200										
1	42535 12/10/25 DWI Monthly Water Test		25.00*		33347	5210	430500	300	101000		
250387	01137 AQUA TECH LABORATORY		25.00								
	PWSID# MT0004936										
1	42537 12/10/25 NCMRWA Monthly Water Test		25.00*		33347	5210	430500	300	101000		
250388	02584 VISA		4,621.86								
1	11/18/25 3rivers oct/nov		78.80		1000	410550	344	101000			
2	11/18/25 3rivers oct/nov		78.80		5210	430570	344	101000			
3	11/18/25 3rivers oct/nov		78.80		5310	430670	344	101000			
4	11/18/25 3rivers oct/nov		78.80		5410	430870	344	101000			
5	11/18/25 3rivers oct/nov		46.36*		1000	430200	344	101000			
6	11/18/25 3rivers oct/nov		46.36		5210	430500	344	101000			
7	11/18/25 3rivers oct/nov		46.36		5310	430600	344	101000			
8	11/18/25 3rivers oct/nov		46.36		5410	430830	344	101000			
9	11/18/25 3rivers oct/nov		355.34		1000	460442	344	101000			
10	11/18/25 3rivers oct/nov		142.92		1000	420400	344	101000			
11	11/18/25 3rivers oct/nov		142.90		1000	420401	344	101000			
12	11/18/25 3rivers oct/nov		13.90		1000	410200	344	101000			
13	11/18/25 3rivers oct/nov		13.92		5210	430512	344	101000			
14	11/18/25 3rivers oct/nov		13.92		5310	430612	344	101000			
15	11/18/25 3rivers oct/nov		13.92		5410	430812	344	101000			
16	11/18/25 3rivers oct/nov		229.76		1000	460445	344	101000			
17	11/18/25 3rivers oct/nov		171.16		5310	430600	344	101000			
18	11/18/25 3rivers oct/nov		64.88		5210	430500	344	101000			
19	11/18/25 3rivers oct/nov		64.88		5210	430500	344	101000			
20	11/19/25 mt sec state roxy grant		5.00*		7030	470000	200	101000			
21	11/29/25 paypal		31.59		1000	430200	200	101000			
22	12/02/25 usps		11.90		5410	430840	300	101000			
25	12/07/25 mobile charge		47.33		1000	440600	344	101000			
26	12/07/25 mobile charge		77.23*		1000	430200	344	101000			
27	12/07/25 mobile charge		77.23		5210	430500	344	101000			
28	12/07/25 mobile charge		77.23		5310	430600	344	101000			

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29	12/07/25 mobile charge		77.23*		5410	430840	344				101000
30	12/08/25 usps stamped envelopes		563.67		1000	410550	200				101000
31	12/08/25 usps stamped envelopes		563.66		5210	430570	200				101000
32	12/08/25 usps stamped envelopes		563.66		5310	430670	200				101000
33	12/08/25 usps stamped envelopes		563.66*		5410	430870	200				101000
34	12/11/25 ups water samples		22.57*		5210	430500	300				101000
35	12/10/25 cc dish network		131.44		1000	460442	300				101000
36	12/16/25 cc batteries plus		80.00		1000	460442	300				101000
37	11/29/25 international trans fee		0.32		1000	430200	200				101000
250389 -98010E 01486 USDA RURAL DEVELOPMENT			1,603.00								
1	12/05/25 Fire Hall Improvement Loan		880.34		1000	490527	610				101000
2	12/05/25 Fire Hall Improvement Loan Int		722.66		1000	490527	620				101000
250390	00117 QUILL CORPORATION		534.67								
1	46781028 12/01/25 2026 dry erase wall calendar		49.92		34698	1000	410550	200			101000
2	46781028 12/01/25 2026 dry erase wall calendar		49.92		34698	5210	430570	200			101000
3	46781028 12/01/25 2026 dry erase wall calendar		49.92		34698	5310	430670	200			101000
4	46781028 12/01/25 2026 dry erase wall calendar		49.92*		34698	5410	430870	200			101000
5	46792982 12/02/25 cc epsom ecotank printer et-		334.99		34698	1000	460442	200			101000
2 91	999998 KEITH THAUT		35.00								
1	11/05/25 travel xl		35.00*		1000	420500	370				101000
250392	31767S 00043 SHELBY GAS ASSOCIATION		5,229.25								
1	12/10/25 12/25 Gas Bill		113.55		1000	411200	343				101000
2	12/10/25 12/25 Gas Bill		530.65		1000	420400	343				101000
3	12/10/25 12/25 Gas Bill		530.65		1000	420401	343				101000
4	12/10/25 12/25 Gas Bill		1,006.05		1000	460445	343				101000
5	12/10/25 12/25 Gas Bill		467.15		1000	460442	343				101000
6	12/10/25 12/25 Gas Bill		231.70		5410	430840	343				101000
7	12/10/25 12/25 Gas Bill		272.46		1000	430200	343				101000
8	12/10/25 12/25 Gas Bill		272.46		5210	430500	343				101000
9	12/10/25 12/25 Gas Bill		272.46		5310	430600	343				101000
10	12/10/25 12/25 Gas Bill		272.47		5410	430830	343				101000
11	12/10/25 12/25 Gas Bill		76.63		1000	411202	343				101000
12	12/10/25 12/25 Gas Bill		76.63		5210	430520	343				101000
13	12/10/25 12/25 Gas Bill		76.63		5310	430620	343				101000
14	12/10/25 12/25 Gas Bill		76.61		5410	430820	343				101000
15	12/10/25 12/25 Gas Bill		87.20		5210	430500	343				101000
16	12/10/25 12/25 Gas Bill		794.05		1000	460465	343				101000
17	12/10/25 12/25 Gas Bill		71.90		1000	470270	300				101000

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250393	02699 FRESH START CLEANING MT LLC		2,000.00								
1	1049 12/26/25 12/25 Janitorial Service		75.00		1000	411202	390				101000
2	1049 12/26/25 12/25 Janitorial Service		75.00		5210	430520	390				101000
3	1049 12/26/25 12/25 Janitorial Service		75.00		5310	430620	390				101000
4	1049 12/26/25 12/25 Janitorial Service		75.00		5410	430820	390				101000
5	1049 12/26/25 12/25 CC Janitorial Service		1,700.00		1000	460442	300				101000
250394	31768S 00026 MARIAS RIVER ELECTRIC COOP INC		14,528.53								
1	12/10/25 12/25 Electric Bill		107.22		1000	411200	342				101000
2	12/10/25 12/25 Electric Bill		323.74		1000	420400	342				101000
3	12/10/25 12/25 Electric Bill		323.74		1000	420401	342				101000
4	12/10/25 12/25 Electric Bill		45.75		1000	411202	342				101000
5	12/10/25 12/25 Electric Bill		45.75		5210	430520	342				101000
6	12/10/25 12/25 Electric Bill		45.75		5310	430620	342				101000
7	12/10/25 12/25 Electric Bill		45.73		5410	430820	342				101000
8	12/10/25 12/25 Electric Bill		147.83*		1000	430200	342				101000
9	12/10/25 12/25 Electric Bill		147.83		5210	430500	342				101000
10	12/10/25 12/25 Electric Bill		147.83		5310	430600	342				101000
11	12/10/25 12/25 Electric Bill		147.84		5410	430830	342				101000
12	12/10/25 12/25 Electric Bill		52.24		1000	440600	342				101000
13	12/10/25 12/25 Electric Bill		52.24		1000	460430	342				101000
14	12/10/25 12/25 Electric Bill		79.15		1000	460430	342				101000
15	12/10/25 12/25 Electric Bill		618.29		1000	460465	342				101000
16	12/10/25 12/25 Electric Bill		224.17		1000	460439	342				101000
17	12/10/25 12/25 Electric Bill		742.30		1000	460442	342				101000
18	12/10/25 12/25 Electric Bill		87.76		1000	460445	342				101000
19	12/10/25 12/25 Electric Bill		4,506.02		2400	430263	342				101000
20	12/10/25 12/25 Electric Bill		5,917.73		5210	430500	342				101000
21	12/10/25 12/25 Electric Bill		523.91		5310	430600	342				101000
22	12/10/25 12/25 Electric Bill		47.04		5410	430840	342				101000
23	12/10/25 12/25 Electric Bill		56.58		1000	460430	342				101000
24	12/10/25 12/25 Electric Bill		92.09		1000	470270	300				101000
250395	31765S 01388 3 RIVERS COMMUNICATIONS INC		706.86								
2	12/01/25 12/25 Phone Bill		39.40		1000	410550	344				101000
3	12/01/25 12/25 Phone Bill		39.40		5210	430570	344				101000
4	12/01/25 12/25 Phone Bill		39.40		5310	430670	344				101000
5	12/01/25 12/25 Phone Bill		39.40		5410	430870	344				101000
6	12/01/25 12/25 Phone Bill		23.18*		1000	430200	344				101000
7	12/01/25 12/25 Phone Bill		23.18		5210	430500	344				101000
8	12/01/25 12/25 Phone Bill		23.18		5310	430600	344				101000
9	12/01/25 12/25 Phone Bill		23.18		5410	430830	344				101000
10	12/01/25 12/25 Phone Bill		177.67		1000	460442	344				101000
11	12/01/25 12/25 Phone Bill		71.46		1000	420400	344				101000

12/30/25
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CITY OF SHELBY
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12	12/01/25 12/25 Phone Bill		71.45		1000	420401	344				101000
13	12/01/25 12/25 Phone Bill		6.95		1000	410200	344				101000
14	12/01/25 12/25 Phone Bill		6.96		5210	430512	344				101000
15	12/01/25 12/25 Phone Bill		6.96		5310	430612	344				101000
16	12/01/25 12/25 Phone Bill		6.96		5410	430812	344				101000
17	12/01/25 12/25 Phone Bill		-42.33		1000	460445	344				101000
18	12/01/25 12/25 Phone Bill		85.58		5310	430600	344				101000
19	12/01/25 12/25 Phone Bill		32.44		5210	430500	344				101000
20	12/01/25 12/25 Phone Bill		32.44		5210	430500	344				101000
250396	00309 PREFERRED OFFICE EQUIPMENT		417.05								
2	56736 12/01/25 12/25 Maintenance/Copies		64.20		1000	410550	300				101000
3	56736 12/01/25 12/25 Maintenance/Copies		64.20		5210	430570	300				101000
4	56736 12/01/25 12/25 Maintenance/Copies		64.20		5310	430670	300				101000
5	56736 12/01/25 12/25 Maintenance/Copies		64.21		5410	430870	300				101000
6	57004 12/15/25 12/25 Maintenance/Copies Shop		10.99*		1000	430200	300				101000
7	57004 12/15/25 12/25 Maintenance/Copies Shop		10.99*		5210	430500	300				101000
8	57004 12/15/25 12/25 Maintenance/Copies Shop		10.99*		5310	430600	300				101000
9	57004 12/15/25 12/25 Maintenance/Copies Shop		11.00		5410	430840	300				101000
11	56964 12/15/25 12/25 Maintenance/Copies CC		88.27		1000	460442	300				101000
	56807 12/02/25 12/25 Maintenance/Copies		7.00		1000	410550	300				101000
	56807 12/02/25 12/25 Maintenance/Copies		7.00		5210	430570	300				101000
14	56807 12/02/25 12/25 Maintenance/Copies		7.00		5310	430670	300				101000
15	56807 12/02/25 12/25 Maintenance/Copies		7.00		5410	430870	300				101000
250397	31766S 02586 DIS TECHNOLOGIES		963.00								
1	17650 12/05/25 Monthly Managed Services		145.00		1000	410550	300				101000
2	17650 12/05/25 Monthly Managed Services		145.00		5210	430570	300				101000
3	17650 12/05/25 Monthly Managed Services		145.00		5310	430670	300				101000
4	17650 12/05/25 Monthly Managed Services		145.00		5410	430870	300				101000
6	17650 12/05/25 Monthly Managed Services		72.50		1000	460442	300				101000
7	17650 12/05/25 Monthly Managed Services		54.37*		1000	430200	300				101000
8	17650 12/05/25 Monthly Managed Services		54.37*		5210	430500	300				101000
9	17650 12/05/25 Monthly Managed Services		54.38*		5310	430600	300				101000
10	17650 12/05/25 Monthly Managed Services		54.38		5410	430830	300				101000
11	17650 12/05/25 Monthly Microsoft 365		23.25		1000	410550	300				101000
12	17650 12/05/25 Monthly Microsoft 365		23.25		5210	430570	300				101000
13	17650 12/05/25 Monthly Microsoft 365		23.25		5310	430670	300				101000
14	17650 12/05/25 Monthly Microsoft 365		23.25		5410	430870	300				101000

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250398		01137 AQUA TECH LABORATORY	25.00								
		PWSID# MT0005064									
1	42536	12/10/25 NCMRWA Monthly Water Test	25.00*		33347	5210	430500	300			101000
250399		01270 STIRLING WEB DESIGN	825.00								
1	278	12/05/25 Website Updates	206.25			1000	410550	300			101000
2	278	12/05/25 Website Updates	206.25			5210	430570	300			101000
3	278	12/05/25 Website Updates	206.25			5310	430670	300			101000
4	278	12/05/25 Website Updates	206.25			5410	430870	300			101000
250400		02639 BTI MONTANA	238.83								
1	CL52456	11/30/25 RFD fuel	238.83		35326	1000	420401	230			101000
250401		02601 NORTHERN PLAINS ELECTRIC LLC	2,448.30								
1	2136	12/08/25 Roxy-cameras	2,448.30*			7030	470000	200			101000
250402		01345 AMERICAN LEGAL PUBLISHING	500.00								
1	47565	12/10/25 2026 Web Hosting	125.00			1000	410550	300			101000
2	47565	12/10/25 2026 Web Hosting	125.00			5210	430570	300			101000
3	47565	12/10/25 2026 Web Hosting	125.00			5310	430670	300			101000
4	47565	12/10/25 2026 Web Hosting	125.00			5410	430870	300			101000
250403	31769S	01200 U S BANK TRUST-SPA LOCKBOX	17,625.00								
		Wellfield									
1	12/15/25	WRF-21489 Wellfield	12,000.00			5210	490217	610			102210
2	12/15/25	WRF-21489 Wellfield	5,625.00			5210	490217	620			102210
250404		00111 FIRST STATE BANK	28,692.87								
1	7	12/15/25 2022 Peterbilt Garbage Tk Prin	27,237.28*			5410	490534	610			102210
2	7	12/15/25 2022 Peterbilt Garbage Tk Int	1,455.59			5410	490534	620			102210
250405		02709 MONTANA MATERIALS & CONSTRUCTION	218,115.00								
1	615702-2	12/19/25 lagoon sludge removal	218,115.00*			5310	430600	300			101000
250406		02551 TRIPLE TREE ENGINEERING INC	7,801.18								
1	25-096-002	12/22/25 cozy meadow stormwater des	2,847.00*			2500	430200	300			101000
2	25-146-02	12/22/25 concrete alley storm drain	1,704.50*			5720	430246	300			101000
3	25-141-02	12/22/25 golf course drainage	3,249.68*			1000	430200	300			101000

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250407		00653 GREAT WEST ENGINEERING Construction & post construction	1,325.00						
	1	38359 12/16/25 Airport Tank Transmission Main	1,325.00		5210	430501	950 2286	101000	
250408		00653 GREAT WEST ENGINEERING Groundwater Monitoring	1,884.50						
	1	38483 12/19/25 Landfill Operation Assistance	1,884.50		5410	430840	350	101000	
250409		02112 GLACIER COUNTY EXTENSION Approved via email 12/23/25	1,000.00						
	1	12/23/25 TBID - MT Next Gen Conference	1,000.00		7199	460301	701	101000	
250410		0263 STUTZ, JENNIFER	3,500.00						
	1	12/29/25 12/25 legal services	875.00		1000	411100	350	101000	
	2	12/29/25 12/25 legal services	875.00		5210	430513	350	101000	
	3	12/29/25 12/25 legal services	875.00		5310	430613	350	101000	
	4	12/29/25 12/25 legal services	875.00		5410	430813	350	101000	
250411		02294 KANEFF EXCAVATING 12/29/25 Galcier Motel demo	18,230.00 18,230.00*		1000	470120	300	101000	
250412		00039 PETTY CASHIER	42.68						
	1	3044 12/17/25 zach montgomoery cdl license	10.67*		1000	430200	300	101000	
	2	3044 12/17/25 zach montgomoery cdl license	10.67*		5210	430500	300	101000	
	3	3044 12/17/25 zach montgomoery cdl license	10.67*		5310	430600	300	101000	
	4	3044 12/17/25 zach montgomoery cdl license	10.67		5410	430830	300	101000	
250413		02681 R4R CONSTRUCTION LLC	555.08						
	1	1049 12/28/25 TBID train sign install	555.08		7199	460301	701	101000	
250414		00001 DEPARTMENT OF REVENUE	2.89						
	1	12/31/25 Accom Tax Williamson Park	2.89		7110	212500		101000	
250415		00001 DEPARTMENT OF REVENUE	43.68						
	1	12/31/25 Accom Tax Shel-coole Campground	43.68		7110	212500		101000	
250416		02623 SHELBY PAINT & HARDWARE	419.80						
	1	22322 11/18/25 christmas lights	59.31		33348	1000	430200	200	101000
	2	22334 11/18/25 christmas lights	199.80		33348	1000	430200	200	101000
	3	23417 12/01/25 pipe insulation	2.79*		33348	1000	440600	200	101000
	4	24321 12/09/25 organizer	4.74		33348	1000	430200	200	101000
	5	24321 12/09/25 organizer	4.75		33348	5210	430500	200	101000
	6	24321 12/09/25 organizer	4.75*		33348	5310	430600	200	101000
	7	24321 12/09/25 organizer	4.75		33348	5410	430830	200	101000

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8	22818	11/24/25 hardware	0.19		33348	1000	430200	200			101000
9	22818	11/24/25 hardware	0.20		33348	5210	430500	200			101000
10	22818	11/24/25 hardware	0.20*		33348	5310	430600	200			101000
11	22818	11/24/25 hardware	0.20		33348	5410	430830	200			101000
12	24894	12/16/25 hardware	1.58		33348	1000	460442	200			101000
13	25076	12/18/25 plastic anchors	8.99		33348	1000	460442	200			101000
14	24816	12/15/25 bubble wrap	27.98		33348	5210	430500	200			101000
15	25050	12/18/25 surge protector	49.99		33348	5210	430500	200			101000
16	23647	12/03/25 nylon flag	42.99		33348	1000	411200	200			101000
17	23651	12/03/25 quick link	6.59		33348	1000	411200	200			101000
250417		02097 FASTENAL COMPANY	122.16								
1	242556	12/09/25 disposable gloves 1/xl	30.54		33341	1000	430200	200			101000
2	242556	12/09/25 disposable gloves 1/xl	30.54		33341	5210	430500	200			101000
3	242556	12/09/25 disposable gloves 1/xl	30.54*		33341	5310	430600	200			101000
4	242556	12/09/25 disposable gloves 1/xl	30.54*		33341	5410	430840	200			101000
250418		02335 CINTAS CORPORATION	122.72								
1	5301961410	11/10/25 med kit resupply	30.68		33343	1000	430200	200			101000
2	5301961410	11/10/25 med kit resupply	30.68		33343	5210	430500	200			101000
3	5301961410	11/10/25 med kit resupply	30.68*		33343	5310	430600	200			101000
4	5301961410	11/10/25 med kit resupply	30.68		33343	5410	430830	200			101000
250419		02683 PINE ENVIRONMENTAL SERVICES, LLC	377.23								
1	250083696	12/27/25 rental of methane sampler	377.23		33332	5410	430840	300			101000
250420		02672 JACKSON GROUP	760.50								
1	17184GF	12/22/25 mirror-outside kit heated gar	760.50		33344	5410	430830	200			101000
250421		01987 MICRO-COMM INC	16,300.00								
1	21073	12/08/25 airport tank RTU	16,300.00		33333	5210	430501	950	2286	101000	
250422		02069 NATIONAL LAUNDRY CO	97.35								
1	32391	12/17/25 laundry-red shop rags	24.33		33340	1000	430200	200			101000
2	32391	12/17/25 laundry-red shop rags	24.34		33340	5210	430500	200			101000
3	32391	12/17/25 laundry-red shop rags	24.34*		33340	5310	430600	200			101000
4	32391	12/17/25 laundry-red shop rags	24.34*		33340	5410	430840	200			101000
250423		02485 RDO EQUIPMENT CO	2,336.28								
1	W1259513	12/12/25 50hr service-oil/labor/parts	2,137.28		33335	5410	430840	300			101000
2	W1259413	12/12/25 winter inspection-loader JD6	199.00*		33335	1000	430200	300			101000

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250424		00213 HIGHLINE COMMUNICATIONS	1,512.25								
	1	85710 12/10/25 radio install	1,512.25		33342	5410	430840	300			101000
250425		00037 NORTHWEST PIPE FITTINGS INC	8,475.83								
	1	2501998 12/17/25 18" couplers-sewer line lago	1,241.96*		33338	5310	430600	200			101000
	2	2390052-1 12/01/25 3" & 4" compund meters/ass	3,366.79		33338	5210	430500	200			101000
	3	2495344 12/09/25 18" sewer pipe-lagoon bypass	3,867.08*		33338	5310	430600	200			101000
250426		02615 NORMAN'S SPORT & WESTERN	189.95								
	1	12/13/25 boots-Bentley clothing allowan	47.48		33346	1000	430200	220			101000
	2	12/13/25 boots-Bentley clothing allowan	47.49		33346	5210	430500	220			101000
	3	12/13/25 boots-Bentley clothing allowan	47.49		33346	5310	430600	220			101000
	4	12/13/25 boots-Bentley clothing allowan	47.49*		33346	5410	430830	220			101000
250427		00027 MARKS TIRE & ALIGNMENT	2,245.00								
	1	81661 11/04/25 truck tire-flat repair	70.00*		33339	1000	430200	300			101000
	2	81657 11/03/25 truck tire-flat repair	75.00*		33339	1000	430200	300			101000
	3	81648 11/12/25 4 tires-container truck	2,100.00		33339	5410	430830	200			101000
	8	00016 GENERAL DISTRIBUTING CO	140.00								
	1	1575586 11/30/25 5 year lease-tanks	35.00		33336	1000	430200	200			101000
	2	1575586 11/30/25 5 year lease-tanks	35.00		33336	5210	430500	200			101000
	3	1575586 11/30/25 5 year lease-tanks	35.00*		33336	5310	430600	200			101000
	4	1575586 11/30/25 5 year lease-tanks	35.00*		33336	5410	430840	200			101000
250429		02714 A&I DISTRIBUTORS	2,739.67								
	1	143932 12/06/25 drum DEF/purple heat ice melt/	603.75		33337	1000	430200	200			101000
	2	143932 12/06/25 drum DEF/purple heat ice melt/	603.75		33337	5210	430500	200			101000
	3	143932 12/06/25 drum DEF/purple heat ice melt/	603.75*		33337	5310	430600	200			101000
	4	143932 12/06/25 drum DEF/purple heat ice melt/	603.75		33337	5410	430830	200			101000
	5	153066 12/05/25 drum DEF	39.63		33337	1000	430200	200			101000
	6	153066 12/05/25 drum DEF	39.64		33337	5210	430500	200			101000
	7	153066 12/05/25 drum DEF	39.64*		33337	5310	430600	200			101000
	8	153066 12/05/25 drum DEF	39.64		33337	5410	430830	200			101000
	9	153391 12/05/25 drum windshield fluid	41.53		33337	1000	430200	200			101000
	10	153391 12/05/25 drum windshield fluid	41.53		33337	5210	430500	200			101000
	11	153391 12/05/25 drum windshield fluid	41.53*		33337	5310	430600	200			101000
	12	153391 12/05/25 drum windshield fluid	41.53		33337	5410	430830	200			101000

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250430		02045 NAPA AUTO PARTS	1,973.19								
1	243345	12/29/25 antifreeze	62.97		33350	5410	430830	200	101000		
2	242536	12/04/25 shop towels/mirror	26.58		33350	5210	430500	200	101000		
3	243075	12/18/25 wellfield generator batteries	359.98		33350	5210	430500	200	101000		
4	243119	12/19/25 100' ectension cord	119.99		33350	5210	430500	200	101000		
5	242123	11/24/25 washer fluid/chain lube	16.61		33350	1000	430200	200	101000		
6	242123	11/24/25 washer fluid/chain lube	16.61		33350	5210	430500	200	101000		
7	242123	11/24/25 washer fluid/chain lube	16.61*		33350	5310	430600	200	101000		
8	242123	11/24/25 washer fluid/chain lube	16.61*		33350	5410	430840	200	101000		
9	241925	11/19/25 filter	10.11		33350	1000	430200	200	101000		
10	241925	11/19/25 filter	10.11		33350	5210	430500	200	101000		
11	241925	11/19/25 filter	10.11*		33350	5310	430600	200	101000		
12	241925	11/19/25 filter	10.11*		33350	5410	430840	200	101000		
13	241926	11/19/25 filter	10.11		33350	1000	430200	200	101000		
14	241926	11/19/25 filter	10.11		33350	5210	430500	200	101000		
15	241926	11/19/25 filter	10.11*		33350	5310	430600	200	101000		
16	241926	11/19/25 filter	10.11*		33350	5410	430840	200	101000		
17	243096	12/18/25 napa filter	1.50		33350	1000	430200	200	101000		
18	243096	12/18/25 napa filter	1.51		33350	5210	430500	200	101000		
19	243096	12/18/25 napa filter	1.51*		33350	5310	430600	200	101000		
20	243096	12/18/25 napa filter	1.51*		33350	5410	430840	200	101000		
21	241282	11/04/25 air filters/floor dry	36.34		33350	1000	430200	200	101000		
22	241282	11/04/25 air filters/floor dry	36.34		33350	5210	430500	200	101000		
23	241282	11/04/25 air filters/floor dry	36.34*		33350	5310	430600	200	101000		
24	241282	11/04/25 air filters/floor dry	36.34*		33350	5410	430840	200	101000		
25	242163	11/25/25 work light	164.96		33349	1000	430200	200	101000		
26	242185	11/25/25 cable ties-christmas decoratio	117.95		33349	1000	430200	200	101000		
27	242231	11/26/25 cable ties-christmas decoratio	65.97		33349	1000	430200	200	101000		
28	242362	12/02/25 double invoiced cable ties	-65.97		33349	1000	430200	200	101000		
29	243103	12/18/25 napa filter	17.00		33349	1000	430200	200	101000		
30	243373	12/29/25 air brake dryer kit	49.36		33349	1000	430200	200	101000		
31	242208	11/26/25 hyd hose/connectors	41.87		33349	5410	430830	200	101000		
32	242461	12/03/25 air brake dryer repair kit	32.33		33349	5410	430830	200	101000		
33	242466	12/03/25 antifreeze/power steering flui	57.97		33349	5410	430830	200	101000		
34	242587	12/05/25 glass cleaner/towels/knife	57.55		33349	5410	430830	200	101000		
35	242937	12/15/25 power steering fluid	22.99		33349	5410	430830	200	101000		
36	243032	12/17/25 power steering fluid	22.99		33349	5410	430830	200	101000		
37	243382	12/29/25 power steering fluid	22.99		33349	5410	430830	200	101000		
38	242735	12/10/25 cm cables (tire chains) links	497.00		33349	5410	430830	200	101000		

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250431	00088 CARQUEST AUTO PARTS		595.04								
1	393812 11/25/25 air brake hose	5.25	34788	1000	430200	200					101000
2	393810 11/25/25 air couplers	22.24	34788	1000	430200	200					101000
3	393890 11/28/25 wiper motor & core return	78.20	34788	1000	430200	200					101000
4	393979 12/01/25 master disc & return	1.87	34788	1000	430200	200					101000
5	393977 12/01/25 master disc	86.36	34788	1000	430200	200					101000
6	394651 12/18/25 lube spin on	14.68	34788	1000	430200	200					101000
7	394923 12/29/25 hi count LED bulbs	41.65	34788	1000	430200	200					101000
8	394763 12/23/25 air freshners	1.12	34788	1000	430200	200					101000
9	394763 12/23/25 air freshners	1.12	34788	5210	430500	200					101000
10	394763 12/23/25 air freshners	1.12*	34788	5310	430600	200					101000
11	394763 12/23/25 air freshners	1.12*	34788	5410	430840	200					101000
12	393799 11/25/25 wire connectors/in line fuse	6.07	34788	1000	430200	200					101000
13	393799 11/25/25 wire connectors/in line fuse	6.08	34788	5210	430500	200					101000
14	393799 11/25/25 wire connectors/in line fuse	6.08*	34788	5310	430600	200					101000
15	393799 11/25/25 wire connectors/in line fuse	6.08	34788	5410	430830	200					101000
16	394362 12/11/25 towel canisters	4.38	34788	1000	430200	200					101000
17	394362 12/11/25 towel canisters	4.37	34788	5210	430500	200					101000
18	394362 12/11/25 towel canisters	4.37*	34788	5310	430600	200					101000
	394362 12/11/25 towel canisters	4.37	34788	5410	430830	200					101000
19	394634 12/18/25 fuel filter	1.38	34788	1000	430200	200					101000
21	394634 12/18/25 fuel filter	1.37	34788	5210	430500	200					101000
22	394634 12/18/25 fuel filter	1.37*	34788	5310	430600	200					101000
23	394634 12/18/25 fuel filter	1.37	34788	5410	430830	200					101000
24	394035 12/03/25 air coil line	134.56*	34788	5410	430840	200					101000
25	394366 12/11/25 windshield cleaner	39.96*	34788	5410	430840	200					101000
26	394384 12/12/25 pig tail/backup light	51.02	34789	5410	430830	200					101000
27	394915 12/29/25 pig tail	13.20	34789	5410	430830	200					101000
28	394914 12/29/25 back up lamp	273.38	34789	5410	430830	200					101000
29	394932 12/29/25 return backup lamp/pig tail/re	-173.35	34789	5410	430830	200					101000
30	394952 12/30/25 LED return	-45.75	34789	5410	430830	200					101000
250432	02639 BTI MONTANA	6,177.78									
1	CL52326 11/30/25 fuel-animal control	119.04*	34790	1000	440600	230					101000
2	CL52326 11/30/25 fuel-garbage truck	426.79	34790	5410	430830	230					101000
3	CL52326 11/30/25 fuel-container truck	277.66	34790	5410	430830	230					101000
4	CL52326 11/30/25 fuel-water	1,000.00	34790	5210	430500	230					101000
5	CL52326 11/30/25 fuel-sewer	2,000.00	34790	5310	430600	230					101000
6	CL52326 11/30/25 fuel-streets	513.29	34790	1000	430200	230					101000
7	81048 11/18/25 screws	19.56*	34790	5410	430840	200					101000
8	82097 12/03/25 markers	6.49*	34790	5410	430840	200					101000
9	899656 11/25/25 diesel fuel	860.09*	34790	5410	430840	200					101000
10	80287 11/17/25 cat litter/food	8.98	34790	1000	430200	200					101000
11	80287 11/17/25 cat litter/food	9.00	34790	5210	430500	200					101000

12/30/25
15:56:36

CITY OF SHELBY
Claim Details
For the Accounting Period: 12/25

Page: 12 of 13
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
12	80287	11/17/25 cat litter/food	9.00*		34790	5310	430600	200			101000
13	80287	11/17/25 cat litter/food	9.00		34790	5410	430830	200			101000
14	80617	11/12/25 transfer pump/fuel filter	123.25		34790	1000	430200	200			101000
15	80617	11/12/25 transfer pump/fuel filter	123.24		34790	5210	430500	200			101000
16	80617	11/12/25 transfer pump/fuel filter	123.24*		34790	5310	430600	200			101000
17	80617	11/12/25 transfer pump/fuel filter	123.24		34790	5410	430830	200			101000
18	81898	12/01/25 propane	5.76		34790	1000	430200	200			101000
19	81898	12/01/25 propane	5.76		34790	5210	430500	200			101000
20	81898	12/01/25 propane	5.76*		34790	5310	430600	200			101000
21	81898	12/01/25 propane	5.76		34790	5410	430830	200			101000
22	82662	12/11/25 gloves-bentley clothing	16.48		34790	1000	430200	220			101000
23	82662	12/11/25 gloves-bentley clothing	16.50		34790	5210	430500	220			101000
24	82662	12/11/25 gloves-bentley clothing	16.50		34790	5310	430600	220			101000
25	82662	12/11/25 gloves-bentley clothing	16.50*		34790	5410	430830	220			101000
26	80379	11/08/25 screws/fasteners	13.08*		34791	5310	430600	200			101000
27	82125	12/04/25 wood stakes/staples	46.48		34791	5210	430500	200			101000
28	83613	12/28/25 milkhouse heater	35.99		34791	5210	430500	200			101000
29	81532	11/25/25 christmas lights	69.90		34791	1000	430200	200			101000
30	80141	11/05/25 bolts/nuts	2.25		34791	1000	460442	200			101000
31	81092	11/18/25 snap springs	64.91		34791	1000	460442	200			101000
32	81514	11/25/25 wd 40	23.98		34791	1000	460442	200			101000
33	82550	12/10/25 screws	0.21		34791	1000	430200	200			101000
34	82550	12/10/25 screws	0.21		34791	5210	430500	200			101000
35	82550	12/10/25 screws	0.21*		34791	5310	430600	200			101000
36	82550	12/10/25 screws	0.21		34791	5410	430830	200			101000
37	83283	12/22/25 propane torch	16.12		34791	1000	430200	200			101000
38	83283	12/22/25 propane torch	16.12		34791	5210	430500	200			101000
39	83283	12/22/25 propane torch	16.12*		34791	5310	430600	200			101000
40	83283	12/22/25 propane torch	16.12		34791	5410	430830	200			101000
41	83283	12/22/25 striker	3.73		34791	1000	430200	200			101000
42	83283	12/22/25 striker	3.75		34791	5210	430500	200			101000
43	83283	12/22/25 striker	3.75*		34791	5310	430600	200			101000
44	83283	12/22/25 striker	3.75		34791	5410	430830	200			101000

of Claims 57 Total: 463,090.27

Total Electronic Claims 1,658.00 Total Non-Electronic Claims 461432.27

12/30/25
15:56:36

CITY OF SHELBY
Fund Summary for Claims
For the Accounting Period: 12/25

Page: 13 of 13
Report ID: AP110

Fund/Account	Amount
1000 GENERAL	
101000 Cash-Operating	81,119.75
2400 STREET LIGHTING DISTRICT NO. 35	
101000 Cash-Operating	4,506.02
2500 STREET MAINTENANCE DISTRICT NO. 1	
101000 Cash-Operating	2,847.00
5210 WATER UTILITY	
101000 Cash-Operating	38,321.85
102210 Cash-Revenue Bond Sinking & Interest	17,625.00
5310 SEWER UTILITY	
101000 Cash-Operating	235,812.71
5410 SOLID WASTE UTILITY	
101000 Cash-Operating	21,009.62
102210 Cash-Revenue Bond Sinking & Interest	28,692.87
5720 STORM DRAINAGE	
101000 Cash-Operating	1,704.50
7030 HOUSING FUND	
101000 Cash-Operating	29,849.30
7110 ACCOMMODATIONS TAX	
101000 Cash-Operating	46.57
7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID)	
101000 Cash-Operating	1,555.08
 Total:	463,090.27



EXHIBIT "A"
SPECIFIC TASK ORDERS

August 18, 2025

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

Re: Task Order No. 9 Amendment No. 1- Field Work
City of Shelby On-Call
Great West Engineering Project No. 1-19332

Dear Mayor McDermott:

This letter constitutes *Task Order No.9 Amendment No. 1* to our *Agreement for Professional Services* dated July 6, 2020, for the above-referenced Project. Great West's scope of services, schedule of fees, and schedule for completion of these services ("Services") are as follows:

Additional field work is required due to time and expenses spent on site during the AquaSource on-site well maintenance work. This cost will be added to Task 3 of the original contract. The cost, as discussed, is \$30,000.

Additional cost for the full summer aquifer test. This work includes field work for a full test to support the modeling efforts for future wellfield yield. Additional modeling efforts are also included to provide data for the full wellfield test. The cost added to Task 3 for this work is \$35,000.

Task	Original Cost	Amendment 1	Total
Task 1 – Project Initiation	\$15,000	\$0	\$15,000
Task 2 – Data Gap Analysis	\$30,000	\$0	\$30,000
Task 3 – Wellfield Verification /Testing*	\$75,000	\$65,000	\$140,000
Task 4 – Wellfield/Aquifer Yield Analysis	\$20,000	\$0	\$20,000
Task 5 – Final Report	\$10,000	\$0	\$10,000

As compensation for these Services, Client shall pay Great West a time and materials amount of \$215,000 as determined by the *Consultant Agreement*. This amount cannot be exceeded without Client's prior written approval.

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



Great West Engineering, Inc.
2501 Belt View Drive
Helena, MT 59601

Acknowledgment. This *Task Order No. 9 Amendment No. 1* is agreed to by the parties, is effective as of the date of this letter.

GREAT WEST ENGINEERING, INC.


Collette Anderson, PE

Service Group Director

CITY OF SHELBY

Gary McDermott, Mayor

Date

TASK ORDER

This is Task Order "Cozy Meadows Street Drainage" consisting of 3 pages.

Task Order – Cozy Meadows Street Drainage

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 1, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: 12/15/2025
- b. Owner: City of Shelby
- c. Engineer: Triple Tree Engineering, Inc.
- d. Specific Project (title): Cozy Meadows Street Drainage
- e. Specific Project (description): Cozy Meadows is located on the north side of Shelby. The street intersects Oilfield Avenue, is approximately 200 feet in length, and terminates with a cul-de-sac at its west end. The street is currently surfaced with gravel; and curb & gutter is installed around its perimeter. The existing curb & gutter does not provide proper drainage. This project includes working with the existing conditions to develop positive street and cul-de-sac drainage.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - Utilize existing City of Shelby lidar survey where possible to determine preliminary grades.
 - Request Utility Locates from "One Call"
 - Perform Topographic Survey of the area including the following:
 - Surface topography
 - Utilities
 - Curb and gutter
 - Existing surfacing
 - Drainage structures
 - Sidewalk
 - Prepare a base map in Auto Cad Civil 3D format.
 - Prepare a grading plan to divert water away from the street/cul-de-sac.
 - Because the curb and gutter is already constructed, and does not provide positive drainage, the design will include a valley gutter down the middle of the street, directing water toward Oilfield Avenue.
 - The existing conditions and topography will limit design slopes on both valley gutter and asphalt.
 - Plan sheets will be prepared including critical grades and elevations.
 - Plans will reference Montana Public Works Standard Specifications. Specifications will not be prepared.

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.

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- Bidding
 - We understand the City is not requesting bidding services, therefore bidding documents and bid administration are excluded.
- Construction Staking:
 - TTE will provide construction staking one time prior to construction including key elevations of valley gutter and drainage routes.
- Construction engineering:
 - We understand the City is not requesting construction engineering services. Construction engineering is therefore excluded.
- Geotechnical engineering is excluded.
 - The following surfacing sections are included. Please let us know if the City would like different typical sections to be utilized; or if the City would like TTE to sub-consult with a geotechnical engineer to investigate the site and make section recommendations.
 - Concrete Valley Gutter:
 - 7" thick concrete (on edges) over 8-Inches of compacted Crushed Base Course
 - Asphalt Surfacing
 - 3" thick asphalt over 12-Inches of Compacted Crushed Base Course.
- Permitting – Permitting requirements are not anticipated. Permitting is therefore excluded.

3. Not Used

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- Design Plan Sheets – December 19, 2025
- Construction Staking – Spring 2026
 - Staking will be completed just prior to construction to reduce risk of damaged stakes.
 - (Dependent on Contractor Schedule)

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

- a. Time and Materials Not to Exceed \$10,600.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

Task Order Form

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- 7. Consultants Retained as of the Effective Date of the Task Order:** None
- 8. Other Modifications to Agreement and Exhibits:** None
- 9. Attachments:** None
- 10. Other Documents Incorporated by Reference:** Agreement Between Owner and Engineer for Professional Services – Task Order Edition dated December 1, 2025.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: City of Shelby

ENGINEER: Triple Tree Engineering, Inc.

By: _____

By: Bradley Koon _____

Print Name: _____

Print Name: Brad Koon _____

Title: _____

Title: President _____

Engineer License or Firm's
Certificate No. (if required): 14124
State of: Montana _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jade Goroski _____

Name: Brad Koon _____

Title: Finance Officer _____

Title: Project Manager _____

Address: 112, 1st. St. S, Shelby, MT 59474 _____

Address: 1145 Cap Road, Helena, MT 59601 _____

E-Mail _____

E-Mail _____

Address: jade@shelbymt.com _____

Address: bkoon@tripletreemt.com _____

Phone: (406) 434-5222 _____

Phone: (406)461-0692 _____

Task Order Form

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TASK ORDER

This is Task Order "Concrete Alley Storm Drain" consisting of 3 pages.

Task Order – Concrete Alley Storm Drain

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 1, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: 12/15/2025
- b. Owner: City of Shelby
- c. Engineer: Triple Tree Engineering, Inc.
- d. Specific Project (title): Concrete Alley Storm Drain
- e. Specific Project (description): The alley between Main Street and 1st Street South "Concrete Alley" near its intersection with Pine Avenue experiences drainage issues. We understand the City wishes to install a storm drain inlet in "Concrete Alley" and bore a storm pipe between existing buildings; north to connect to the existing storm drain in Main Street. **Exhibit 1** includes a diagram of the approximate project limits.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - Request Utility Locates from "One Call"
 - Perform Topographic Survey of the area including the following:
 - Surface topography
 - Structures
 - Surfacing
 - Existing storm drain structures
 - Utilities
 - Prepare a base map in Auto Cad Civil 3D format.
 - Prepare plan sheet(s) including the following:
 - Storm drain inlet in concrete alley including location and necessary details
 - Storm pipe alignment/profile from "Concrete Alley" to Main Street
 - We understand the City plans to work with Sullivan Brothers Construction to perform the work.
 - Triple Tree will coordinate with Sullivan Brothers during the design to identify construction items such as boring bit locations and boring limits.
 - Prepare plan/details for connection to existing City of Shelby storm drain system in Main Street.
 - Plan sheets will reference Montana Public Works Standard Specifications and include general notes regarding boring requirements.

Task Order Form

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- Permitting
 - Main Street is a Montana Department of Transportation (MDT) route. An MDT permit will be required for work in the street. TTE will prepare the permit and address questions/comments from MDT.
- Bidding
 - We understand the City is working with Sullivan Brothers Construction, therefore bidding documents and bid administration are excluded.
- Construction Staking:
 - TTE will provide construction staking one time prior to construction including key locations/elevations of storm drain inlets and boring alignment.
- Construction engineering:
 - Triple Tree will provide up to 12 hours of construction engineering services during construction.
- Geotechnical engineering is excluded.
 - Please let us know if the City would like TTE to consult with a geotechnical engineer to perform geotechnical investigations/recommendations.
 - It is anticipated that MDT will require flowable fill and a required asphalt section.

3. Not Used

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- Project Design – February 27, 2026
- Construction Staking ~ Spring 2026
 - Staking will be completed just prior to construction to reduce risk of damaged stakes.
 - (Dependent on Contractor Construction Schedule)

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
 - a. Time and Materials Not to Exceed \$15,700.
- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants Retained as of the Effective Date of the Task Order: None

Task Order Form

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8. Other Modifications to Agreement and Exhibits: None

9. Attachments: None

10. Other Documents Incorporated by Reference: Agreement Between Owner and Engineer for Professional Services – Task Order Edition dated December 1, 2025.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: City of Shelby

By: _____

Print Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jade Goroski

Title: Finance Officer

Address: 112, 1st. St. S, Shelby, MT 59474

E-Mail
Address: jade@shelbymt.com

Phone: (406) 434-5222

ENGINEER: Triple Tree Engineering, Inc.

By: Bradley Koon _____

Print Name: Brad Koon _____

Title: President _____

Engineer License or Firm's
Certificate No. (if required): 14124
State of: Montana _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Brad Koon

Title: Project Manager

Address: 1145 Cap Road, Helena, MT 59601

E-Mail
Address: bkoon@tripletreemt.com

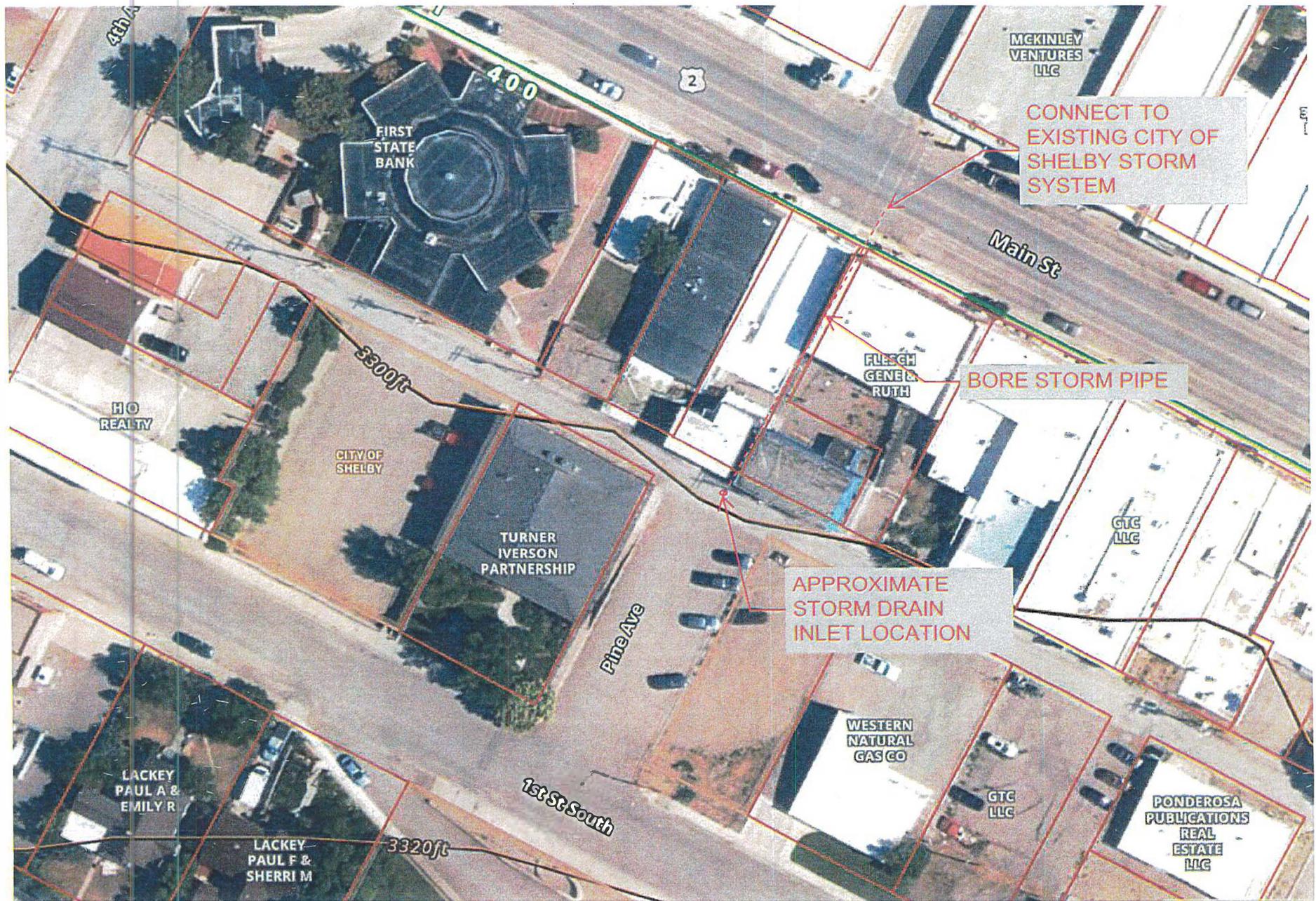
Phone: (406)461-0692

Task Order Form

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EXHIBIT 1



TASK ORDER

This is Task Order "EDA Grant Application" consisting of 3 pages.

Task Order – EDA Grant Application

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 1, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: 12/15/2025
- b. Owner: City of Shelby
- c. Engineer: Triple Tree Engineering, Inc.
- d. Specific Project (title): EDA Grant Application
- e. Specific Project (description): The City of Shelby is one of 24 Counties eligible to apply for funding through the FY2025 Disaster Supplemental Grant Program. Exhibit 1 includes information on the program. We understand the City would like to apply for a grant to establish a "Shelby Rural Resilience and Workforce Center". Triple Tree Engineering will work with the City of Shelby to prepare the grant application.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - a. Work with the City to identify specific needs of the project
 - b. Coordinate with EDA representatives to identify a plan and strategy for the application
 - c. Complete narratives, forms, etc. as required for the application.
 - d. Perform project estimates
 - e. Work with the City to identify a project budget.
 - 1) The grant requires 20% match.
 - f. Address questions/comments from EDA representatives
 - g. Coordinate with City to obtain support letters
 - h. Work with the City to estimate job creation numbers
 - i. Prepare project maps/diagrams as required by the application
 - j. Enter data into EDA's online application program for submittal

3. Not Used

Task Order Form

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4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, along with the following:

- Assist engineer with the following:
 - Budget numbers including match funding
 - Community support letters
 - Job creation estimates
 - Review of application wording, application documents, etc.

5. Task Order Schedule

The parties shall meet the following schedule:

- Submit online EDA application by the deadline Tuesday, March 3, 2026 at 2:00 PM Mountain Time.

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
 - a. Time and Materials Not to Exceed \$25,000 without prior written approval from the City of Shelby.
 - i. Based on previous experience writing EDA grant applications, the work is extensive. We anticipate the application can be submitted for less than \$25,000. If the application is successful and proceeds to the next phases of review, additional work (Not included in this agreement) will likely be required.
- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants Retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: None

10. Other Documents Incorporated by Reference: Agreement Between Owner and Engineer for Professional Services – Task Order Edition dated December 1, 2025.

Task Order Form

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11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: City of Shelby

ENGINEER: Triple Tree Engineering, Inc.

By:

By:



Print Name: _____

Print Name: Brad Koon _____

Title: _____

Title: President _____

Engineer License or Firm's
Certificate No. (if required): 14124

State of: Montana _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jade Goroski _____

Name: Brad Koon _____

Title: Finance Officer _____

Title: Project Manager _____

Address: 112, 1st. St. S, Shelby, MT 59474

Address: 1145 Cap Road, Helena, MT 59601

E-Mail

Address: jade@shelbymt.com

E-Mail

Address: bkoon@tripletreemt.com

Phone: (406) 434-5222

Phone: (406) 461-0692

Task Order Form

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Helping Communities Recover, Rebuild, and Transform Economies After Disasters

President Trump and Secretary Lutnick are committed to unleashing the potential of the American economy, affording all Americans the opportunity to pursue their version of the American dream. However, nature often has other plans when damaging storms and unforeseen destructive natural disasters occur.

This Administration champions an America First platform, and that extends to Americans needing assistance due to natural disasters. The Economic Development Administration's Fiscal Year 2025 Disaster Notice of Funding Opportunity responds to that call —we aim to seize the moment to support impacted communities to transform their local economies in new and vibrant ways.

FY2025 Disaster Supplemental Grant Program

The Economic Development Administration (EDA) FY 2025 Disaster Supplemental Grant Program makes approximately \$1.45 billion in disaster recovery funding available to American communities that received major disaster declarations due to hurricanes, wildfires, severe storms and flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024.

Activities Eligible for Disaster Funding

The FY 2025 Disaster Supplemental Notice of Funding Opportunity is not just about rebuilding—it's about transforming local economies after disaster, with an emphasis on improving communities' economic outcomes and resilience to future disasters. This funding opportunity encourages broad-based local engagement and places special emphasis on projects that involve private industry in disaster recovery and economic renewal to ensure the maximum impact for taxpayer funding to support these communities. Applicants can choose from three funding pathways based on their recovery stage, capacity, and long-term development vision.

→ *Readiness Path*

Non-construction projects to build local capacity and prepare for future implementation projects. Readiness projects include funding for recovery strategies, disaster recovery coordinators or other capacity building activities, and pre-development expenses. Grant amounts are expected to range from \$250,000 to \$500,000.

→ *Implementation Path*

Standalone construction and non-construction projects that help communities recover from major disasters and advance recovery and growth, improving economic outcomes. Grant amounts are expected to range from \$2 million to \$20 million for construction projects and \$100,000 to \$5 million for non-construction projects.

→ *Industry Transformation Path*

Coalition-led, multi-project portfolios that transform regional economies through industry development. These grants can fund a mix of construction and non-construction projects. Grant amounts are expected to range from \$20 million to \$50 million.

Who Can Apply?

Eligible applicants include:

- State, local, and Tribal governments
- Economic Development Districts
- Institutions of higher education
- Economic development organizations
- Public and private non-profits working with local government
- Public-private partnerships for public infrastructure

Location Requirements

Projects must be located in, primarily serve, or demonstrably benefit one or more communities in areas that received a major disaster designation occurring in calendar years 2023 and 2024. Check eligibility here: <https://www.fema.gov/disaster/declarations>

Matching Fund Requirements

EDA generally expects to fund up to 80% of project costs. EDA may fund up to 100% for Tribal applicants and severely distressed applicants. Coalitions applying for the Industry Transformation grants may distribute match requirements across components.

Application Deadline

- **Readiness and Implementation** grant applications will be accepted and reviewed on an ongoing (rolling) basis until funds are exhausted or the Notice of Funding Opportunity is canceled.
- **Industry Transformation** grant applications are due on **Tuesday, March 3, 2026** at 5:00 pm Eastern Time.

How to Apply

Applications must be submitted online through EDA's EDGE portal: <https://sfgrants.eda.gov>. Required materials are detailed in Section D.2 of the Notice of Funding Opportunity. View more information about EDA's disaster programming and application process: <https://www.eda.gov/strategic-initiatives/disaster-recovery/supplemental/2025>

EDA Staff Ready to Assist

Please direct questions or requests for assistance to the Economic Development Representative (EDR) for the state where the project will be located. Please visit www.eda.gov/about/contact to find contact information for your local EDR.

RESOLUTION AUTHORIZING PARTICIPATION IN THE MONTANA BOARD OF INVESTMENTS
SHORT-TERM INVESTMENT POOL (STIP)

CERTIFICATE AS TO
RESOLUTION NO. 2140 AND ADOPTING VOTE

Political Subdivision: City of Shelby
Governing Body: City Council

Type, date, time, and place of meeting: A regular meeting held on January 5, 2026
at 6:30 o'clock p.m. in Shelby, Montana.

Members present:

Members absent:

I, the undersigned, being the qualified and acting recording officer for the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS SHORT-TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO and Exhibits A and B ("Resolution"):

- (1) is a true and correct copies of the original Resolution on file in the Participant's original records.
- (2) was approved and adopted by the Participant's Governing Body as required by law; and
- (3) has not been amended or repealed.

DATED this 5 day of January, 2026.

By _____
Its Jade Goroski, Finance Officer

RESOLUTION NO. 2140

RESOLUTION AUTHORIZING PARTICIPATION IN THE MONTANA BOARD OF INVESTMENTS OF SHORT-TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE CITY COUNCIL (the "Governing Body")
of CITY OF SHELBY (the "Participant") AS FOLLOWS:

ARTICLE I

DEFINITIONS

The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise:

"Account" means a specific Participant Bank account to be used in conducting STIP Program transactions.

"Agreement" means the agreements of the Participant contained within this Resolution.

"Authorized Representative" means the officer or official of the Participant designated and authorized by the Governing Body to act on behalf of Participant in the STIP Program.

"Authorized Delegate" means any officer, official, or employee of the Participant delegated authority by the Authorized Representative to initiate transactions using the STIP Program.

"Bank" means a financial institution designated and authorized to send and receive money on behalf of the Participant for purposes of participation in the STIP Program.

"Board" means the Board of Investments, a state agency organized and existing under the laws of the State.

"Exhibit A" means the STIP Participation Information Sheet attached to and incorporated into this Resolution as provided in Article IV, Section 3.01.

"Exhibit B" means the Electronic Funds Transfer Authorization Form attached to and incorporated into this Resolution as provided in Article IV, Section 3.01.

"Governing Body" means the governing body of political subdivision (Participant) authorized by Montana state law to participate in the STIP Program.

"Participant" means the political subdivision requesting participation in the Board's STIP Program.

"Short-Term Investment Pool" means the Board's investment program administered under the direction of the Board of Investments as authorized by the Unified Investment Program and as more fully defined and described by the Montana Code Annotated and in the Board's Governing Policies. "Short-Term Investment Pool" is synonymous with "STIP" and "Program" as used in this Resolution and Exhibits A and B.

ARTICLE I

SHORT-TERM INVESTMENT POOL PARTICIPATION AGREEMENT

Section 1.01 Participation Agreement. The Governing Body requests participation in the STIP Program and agrees that Participant will comply with and be bound by all laws, policies, procedures, and participation requirements applicable to the Program, as may be amended from time to time.

Section 1.02 STIP Program. STIP is available to state and local governments to serve their short-term cash flow and deposit needs. The Program's objectives are to preserve capital and maintain high liquidity. The Program has the following attributes:

- 1) STIP transactions are fixed at \$1 per share;
- 2) STIP interest on pool assets accrues daily;
- 3) STIP earnings distribution methods are:
 - (a) Interest is distributed at the beginning of the month and can be distributed as cash to the designated Bank; or (b) earnings can be reinvested into STIP;
- 4) Buying or selling shares in STIP requires one (1) business day's notice (transactions for which notice is received after 2:00 p.m. will be processed two (2) business days after receipt of the original notice);
- 5) Access to STIP is only through the Board's electronic web-based portal (no cash, checks or notifications by fax, phone or email will be accepted);
- 6) The Board's STIP web portal provides real-time information on each account including investment balances, buys, sells, pending transactions, and transaction notes, as determined by the authorized user; and
- 7) The Board reports the Short-Term Investment Pool on a Net Asset Value (NAV) basis on its financial statements. A NAV per share of STIP will be reflected on the Board's website for each month-end period.

Section 1.03 Review of Policies, Procedures, and Participation Requirements. Participant represents that it has reviewed to its satisfaction all Board policies, procedures, and participation requirements applicable to the STIP Program. *See*, Board Governance Policies 40.600, 40.601, and 40.602.

Section 1.04 Authorized Representative: The Governing Body designates Jade Goroski, who holds the position of Finance Officer as the Participant's Authorized Representative to execute transactions between STIP and the Bank.

The Governing Body (check one) DOES DOES NOT allow the Authorized Representative to appoint and remove additional Authorized Delegate(s) on behalf of the Participant. If "DOES" is checked, any addition or removal of an Authorized Delegate requires notice via the submission of a completed Exhibit A (STIP Participation Information Sheet) to the Board by the Authorized Representative before transactions will be accepted and processed.

The Governing Body designates and authorizes the Participant's Bank, (the "Bank"), identified in Exhibit B, with the Account Number and American Bankers Association (ABA) Number, for settlement of STIP participant transactions. The account is a (check one): Checking account Savings account .

The Governing Body (check one): DOES DOES NOT allow the Authorized Representative to change either the Bank or the Account. If 'DOES' is checked, the Board will notify both the office of the Authorized Representative AND the office of the Governing Body within three (3) business days that such a change has been made.

The Governing Body (check one): DOES DOES NOT allow the Authorized Representative to change the earnings distribution method. If DOES NOT is checked, the Governing Body chooses the following earnings distribution method (check one): Reinvest cash earnings into STIP Distribute cash earnings to the Bank .

Section 1.05 Change of Authorized Representative. Any change to the Authorized Representative requires a new Resolution adopted by the Governing Body. However, the absence of an Authorized Representative does not nullify the current authority of the Authorized Delegate(s) to make STIP transactions.

Section 1.06 Annual Confirmation. The Board will annually confirm with the Governing Body and the Authorized Representative the:

1. Name of the Authorized Representative;
2. Name(s) of any Authorized Delegate(s); and
3. Name of the Bank and the associated Account Numbers (truncated).

Section 1.07 Effective Date. Participant's Agreement will take effect when the Resolution Certificate, this Resolution, and completed and executed Exhibits A and B are received by the Board. The Participant's Agreement will stay in effect until terminated in writing by the Governing Body.

ARTICLE II

MISCELLANEOUS

Section 2.01 No Guaranteed Return. The Governing Body understands and agrees that there is no minimum or maximum interest rate or any guaranteed rate of return on STIP shares or funds invested in STIP shares.

Section 2.02 Voluntary Participation. By adopting this Resolution, the Governing Body acknowledges that it is not compelled to participate in STIP, that its participation in STIP is voluntary, and agrees to the Board's administration and governance of the Program according to the Board's policies, procedures, and participation requirements.

Section 2.03 Responsibility for Participant Mistakes. The Governing Body and Participant agree to hold harmless the state of Montana, the Board, and the Board's members, officials, and employees for the acts, omissions, mistakes, and negligence of the Participant, Governing Body, and their members, officials, and employees, including but not limited to an Authorized Representative or Authorized Delegate who, for any reason, is not qualified or mistakenly listed with the Board as a permissible representative to authorize transactions using the STIP Program, incorrect instructions as to amounts or timing of sales or purchases, or missed deadlines.

Section 2.04 No Warranty. The Governing Body and Participant agree that the Board makes no warranty that funds will be immediately available in the event of any failure of a third party or that Governing Body will not suffer losses due to acts of God, natural disasters, terrorism or threats of terrorism, civil disorder, medical epidemics or other calamities, or other market dislocations or interruptions.

Section 2.05 Participation Conditions; STIP Administration. The Governing Body and Participant acknowledge and agree that the Board will allow participation in STIP by and conduct STIP business with only those parties it determines are qualified and authorized to participate in the Program who abide by the Board's policies, procedures, and participation requirements. The Governing Body and Participant understand that the Board administers the STIP Program subject to Montana law and prudent fiduciary practices as required by Montana law and Board policy and that the Board is legally charged to manage the Unified Investment Program, which includes STIP, in accordance with the prudent expert rule as set forth in Montana law.

Section 2.06 STIP Not Insured Against Loss. The Governing Body and Participant understand and acknowledge that the Board's STIP Program is NOT FDIC insured or otherwise insured or guaranteed by the federal government, the state of Montana, the Board, or any other entity against investment losses.

ARTICLE III

EXHIBITS A AND B

Section 3.01 Approval and Adoption of Exhibits A and B. Attached to this Resolution are Exhibit A, the STIP Participation Information Sheet, and Exhibit B, the Electronic Funds Transfer Authorization Form, which together provide the instructions required by the Board to enable Participant's participation in the STIP Program. The Governing Body and Participant represent that Exhibits A and B have been completed and executed by the Participant's Authorized Representative and that Exhibits A and B must be complete and accepted by the Board before participation is allowed in the STIP Program. Exhibits A and B are hereby incorporated into and made a part of this Resolution and are approved and adopted by the Governing Body as if set forth fully herein.

APPROVED AND ADOPTED by the City Council this 5th day
of January, 2026.

By _____
Its Eric Tokerud, Mayor

Attest:

By _____
Its Jade Goroski, Finance Officer

RESOLUTION NO. 2141

A RESOLUTION WAIVING CONFLICT OF INTEREST AND APPROVING BUY-SELL AGREEMENT FOR 626 GRANITE AVE

WHEREAS, A Public Hearing was held at the January 5, 2026 meeting of the City Council of Shelby, Montana pertaining to waiver of conflict of interest on a prospective sale of City owned real property located at 626 Granite Ave, described in more detail in the attached buy-sell agreement, to Kerry Goroski.

WHEREAS, it has been determined following the Public Hearing that good cause exists for waiver of the conflict of interest pursuant to the criteria provided in Montana Code Annotated § 7-5-4109.

WHEREAS, sale of 626 Granite Ave at the purchase price provided in the attached buy-sell agreement is in the best interest of the City of Shelby.

NOW THEREFORE, BE IT RESOLVED that:

1. The conflict of interest related to the prospective sale of 626 Granite Ave to Kerry Goroski is waived;
2. That the sale of the City-owned property located at 626 Granite Ave, described in more detail in the attached buy-sell agreement, is approved; and
3. That the Mayor is authorized to execute the attached buy-sell agreement and execute and deliver a general warranty deed to the Buyer at the appropriate time and pursuant to the appropriate conditions as outlined in the attached buy-sell agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHELBY,
MONTANA, AND APPROVED BY THE MAYOR ON THIS 5th DAY OF JANUARY, 2026.

ERIC TOKERUD, MAYOR

ATTEST:

LOGAN FEHLER, CITY ATTORNEY

RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, hereinafter referred to as the "Agreement," effective on the date set forth hereafter, entered into by and between the **CITY OF SHELBY** a Municipal Corporation organized and existing under and pursuant to the laws of the State of Montana, whose address is 112 1st Street South, Shelby, MT 59474, hereinafter referred to as "SELLER", and **KERRY GOROSKI**, a single person residing at 966 **Marias Ave**, Shelby, MT 59474, hereinafter collectively referred to as "BUYER."

WITNESSETH

In consideration of the mutual promises contained herein, SELLER agrees to sell and BUYER agrees to purchase the following described real property situated in the City of Shelby, Toole County, Montana to wit:

Lot 16A in Block 4 of the Shelby First Addition to the City of Shelby, as depicted in the Certificate of Survey recorded as Document #384451 with the Toole County Clerk and Recorder, more particularly described as:

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 22, TOWNSHIP 32 NORTH, RANGE 2 WEST, P.M.M, TOOLE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 16 OF BLOCK 4 OF THE SHELBY FIRST ADDITION, THENCE N 00°05'02" W, 75.18 FEET ALONG THE EAST RIGHT-OF-WAY OF GRANITE STREET; THENCE N 89°55'18" E, 120.14 FEET TO THE WEST RIGHT-OF-WAY OF THE ALLEY; THENCE S 00°02'28" W, 75.16 FEET ALONG SAID RIGHT-OF-WAY; THENCE S 89°54'42" W, 120.09 FEET TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 9028 SQUARE FEET, MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS AND DOCUMENTS OF RECORD AS SHOWN ON THIS SURVEY.

The above-described property is more commonly referred to by its street address of 626 Granite Ave, Shelby, MT 59474, and shall hereinafter be referred to in the Agreement as the "Property."

BUYER and SELLER hereby agree to the following mutual promises in consideration of the transfer of title to the Property, in its entirety, from SELLER to BUYER:

1. **Total Purchase Price:** BUYER shall provide SELLER with monetary consideration in the total amount of \$238,000.
2. **Closing:** Closing shall occur on February 5, 2026. Closing shall occur at Flying S Title and Escrow (hereinafter "Flying S") in Shelby, MT.
3. **Financing Contingency:** BUYER acknowledges that all or part of the purchase price shall be paid with funds obtained from a home loan provided by Altana Federal Credit Union. The Agreement is contingent upon: 1. BUYER providing a final mortgage commitment letter to Flying S at least three (3) days prior to Closing; and 2. Delivery of the entire \$238,000 purchase price to SELLER at Closing. Nonoccurrence of either

contingency provided in this paragraph shall be considered material breach of the Agreement by BUYER.

4. **Deed to be Presented at Closing:** SELLER shall present to BUYER at closing a general warranty deed transferring title of the Property, in its entirety, to BUYER.
5. **Utilities:** Within 24 hours of Closing, the accounts for water, gas, and electric service connected to the Property shall be transferred into the name of BUYER and SELLER shall promptly pay when due and owing all such utility charges incurred prior thereto.
6. **Clear & Marketable Title:** SELLER shall transfer clear and marketable title to BUYER at Closing. It shall be considered material breach of the Agreement by SELLER if title is not clear and marketable three (3) days prior to Closing.
7. **Title Insurance:** SELLER shall provide to BUYER, at SELLER's expense, an owner's policy of title insurance in the amount of the purchase price issued through Flying S Title & Escrow in Shelby, MT. BUYER shall notify SELLER, in writing, of any objections to the condition of the title, within seven (7) days of the receipt of the commitment. SELLER shall have until three (3) days prior to Closing to remedy any title defects.
8. **Closing Agent & Recording Fees:** BUYER shall be responsible for all Closing Agent fees and Recording fees.
9. **Landscaping:** BUYER acknowledges that landscaping is not included with the purchase price. BUYER shall be responsible to obtaining landscaping materials and services at her own expense after Closing.
10. **Appliances:** A washer, dryer, microwave, range, and refrigerator shall be included with the purchase price and have already been installed in the house. BUYER shall be responsible for the purchase and installation of any other appliances.
11. **Home Inspection:** BUYER may elect to retain the services of a licensed home inspector to conduct an inspection of the Property. If a BUYER-retained home inspector identifies any structural defects to the Property that materially decrease the value of the Property or render the Property uninhabitable, BUYER shall have the option prior to Closing to terminate the Agreement following written notice to SELLER of the defects and a ten (10) day period during which SELLER shall have the opportunity to remedy such defects. If BUYER elects to have a home inspection conducted on the property, such inspection shall occur after completion of construction on the Property and on or before January 16, 2026, or else BUYER forfeits the ability to terminate the agreement due to any defects discovered during the inspection.
12. **Express Warranty:** As the Property is a newly constructed residence within the scope of Montana Code Annotated § 28-2-2202, SELLER shall provide BUYER with an express warranty for a period of one year pursuant to the terms provided in Exhibit "A," attached to and incorporated into the Agreement.
13. **Taxes & Assessments:** Taxes and assessments for the year 2026 shall be prorated between the parties as of the date of Closing.
14. **Possession:** BUYER shall be entitled to possession of the Property at Closing.
15. **Termination:** Upon breach of any of the promises made in the Agreement by either of the parties, the non-breaching party may elect to terminate the Agreement. Termination of the Agreement must occur before Closing. Notice of termination must be made in writing

and served personally or by mail or email upon the other party. Termination does not preclude either party from filing suit against the other for monetary damages arising from breach of the Agreement.

16. **Radon Disclosure:** Pursuant to the Montana Radon Control Act, Montana Code Annotated, Section 75-3-606, SELLER makes the following disclosure, which disclosure is acknowledged by the BUYER's signature to this Agreement:

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT.

SELLER has not conducted any radon tests on the buildings located on the property prior to the date of this Agreement.

17. **Mold Disclosure:** Pursuant to the Montana Mold Disclosure Act, Montana Code Annotated, Section 70-16-703, the Seller makes the following disclosure, which disclosure is acknowledged by the Buyer's signature to this Agreement:

There are many types of mold. Inhabitable properties are not and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The Seller and the Seller's agents cannot and do not represent or warrant the absence of mold. It is the Buyer's obligation to determine whether a mold problem is present. To do so, the Buyer should hire a qualified inspector and make this Agreement contingent upon the results of that inspection. A Seller or agent of the Seller who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

SELLER has not conducted mold testing and has no knowledge of mold in or on the Property.

18. **Lead Disclosure:** Pursuant to United States Code Service Title 42 Section 4852d, the Seller makes the following disclosure, which disclosure is acknowledged by the Buyer's signature to this Agreement:

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-base paint hazards is recommended prior to purchase.

The Seller has no knowledge of lead-based paint and/or lead-based paint hazards in any of the housing located on the Property and has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in any of the housing located on the Property.

The Buyer has received the pamphlet *Protect Your Family From Lead in Your Home* and waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

19. **Noxious Weeds:** Pursuant to Montana Code Annotated §7-22-2116, the Seller discloses that noxious weeds may be located on the property, which disclosure is acknowledged by the Buyer's signature to this Agreement. Montana law requires the Buyer to control, and to the extent possible, eradicate noxious weeds. The Buyer acknowledges this disclosure by its signature to this Agreement.

20. **Megan's Law:** The Seller discloses that pursuant to Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. For information on these registrations, Buyer should contact the Montana Department of Justice in Helena, Montana. The Buyer acknowledges this disclosure by its signature to this Agreement.

21. **Time is of the Essence:** Time is of the essence with respect to all dates, time periods, and deadlines set forth in this Agreement. Any delay in performance by BUYER or SELLER shall constitute a material breach of the Agreement.

22. **Modification:** Unless specified to the contrary in the Agreement, modification of the Agreement must be reduced to writing and signed by both parties.

23. **Subject to Council Approval:** The Agreement must be approved by the Shelby City Council and shall not be executed until it is approved by the Shelby City Council. SELLER shall notify BUYER in writing after the Agreement is approved by the Shelby

City Council, and under no circumstances shall the Agreement constitute a binding contract between BUYER and SELLER until after such notice has been provided.

24. **Control of Conflict of Interest:** SELLER acknowledges that the procedures outlined in Montana Code Annotated § 7-5-4109 have been followed and sufficient cause exists for waiver of the conflict of interest associated with this contract.
25. **Notice by Mail:** Any notice provided by mail shall be sent to the following addresses:
SELLER: 112 1st St S, Shelby, MT 59474
BUYER: 966 Marias Ave, Shelby, MT 59474
26. **Notice by Email:** Any notice provided by email shall be sent to the following addresses:
SELLER: attorney@shelbymt.com
BUYER: kmgoroski@hotmail.com

The parties hereto agree to honor the aforementioned mutual promises and acknowledge that no other promises are being made concerning the subject matter which are not contained in the Agreement or other incorporated documents.

Executed on the ____ day of January, 2026

Kerry Goroski

BUYER

Eric Tokerud, Mayor

Representative of SELLER

Exhibit "A"

SELLER warrants that the newly constructed house located on the Property (hereinafter "the house") shall be free from defects in workmanship and materials for a period of one (1) year from the effective date provided below. The scope of the warranty is as follows:

- **Workmanship:** SELLER warrants that the construction of the house was performed in a professional manner consistent with industry standards.
- **Materials:** SELLER warrants that materials used to construct the house are new and free from defects.

This warranty does **not** cover the following:

- **Normal Wear and Tear:** Gradual deterioration caused by regular use or exposure to the elements.
- **Owner Maintenance:** Damage resulting from BUYER's failure to provide reasonable and necessary maintenance.
- **External Causes:** Damage caused by fire, floods, "Acts of God," extreme weather events, vandalism, or accidents.
- **Appliances:** Those items listed in Paragraph 10 of the Agreement and any appliances purchased and installed by BUYER after Closing.
- **Improvements:** Any improvements made to the house or elsewhere on the Property that were not undertaken to repair a defect.
- **Unauthorized Repairs:** Any repairs or alterations made to the house by a third party without SELLER's written consent.

Remedy

If a valid warranty claim is made within the one-year period, SELLER shall, at its sole discretion:

1. Repair the defective work;
2. Replace the defective materials; or
3. Refund the portion of the contract price associated with the defect.

Claims made after the expiration of the one-year period are not covered by this warranty.

All claims must be submitted in writing to the Shelby City Hall at 112 1st St S, Shelby, MT 59474.

SELLER is not responsible for any indirect or consequential damages, including loss of use or lost profits.

Effective _____, 2026.

Eric Tokerud

Mayor

Representative of SELLER

Kerry Goroski

BUYER

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 5. GENERAL OPERATION AND CONDUCT OF BUSINESS

Part 41. Conduct of Municipal Government

Control Of Conflict Of Interest

7-5-4109. Control of conflict of interest. (1) The mayor, any member of the council, any city or town officer, or any relative or employee of an enumerated officer may not be directly or indirectly interested in the profits of any contract entered into by the council while the officer is or was in office.

(2) The governing body of a city or town may waive the application of the prohibition contained in subsection (1) for a city or town officer or employee, or to the relative of an officer or employee, if in an official capacity the officer or employee does not influence the decisionmaking process or supervise a function regarding the contract in question. A governing body may grant a waiver under this subsection only after publicly disclosing the nature of the conflict at an advertised public hearing held for that purpose. In determining whether to grant a waiver, the governing body shall consider the following factors, where applicable:

(a) whether the waiver would provide to a program or project a significant benefit or an essential skill or expertise that would otherwise not be available;

(b) whether an opportunity was provided for open competitive bidding or negotiation;

(c) whether the person affected is a member of a clearly identified group of persons that is the intended beneficiary of the program or project involved in the contract; and

(d) whether the hardship imposed on the affected person or the governmental entity by prohibiting the conflict will outweigh the public interest served by avoiding the conflict.

History: En. Sec. 345, 5th Div. Comp. Stat. 1887; amd. Sec. 4806, Pol. C. 1895; re-en. Sec. 3277, Rev. C. 1907; re-en. Sec. 5069, R.C.M. 1921; re-en. Sec. 5069, R.C.M. 1935; R.C.M. 1947, 11-1201; amd. Sec. 2, Ch. 322, L. 1993.