

AGENDA
CITY COUNCIL MEETING
CITY OF SHELBY
March 7, 2022
6:30 P.M.

ROLL CALL OF MEMBERS
PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Regular Council Meeting, 2/22/22 (pgs. 5-7)

APPEARANCE REQUESTS

- Agenda Items
- Non-Agenda Items

CLAIMS REPORT 2/28/22 (pgs. 8-20)

BUILDING INSPECTOR

- Building Inspector Report – no permits issued

COMMITTEE REPORTS

- Park & Recreation Committee Meeting Minutes, 2/28/22 (pgs. 21-22)

CITY ATTORNEY

-

CITY FINANCE OFFICER

-

CITY SUPERINTENDENT

COMMUNITY DEVELOPMENT DIRECTOR

- 3/7/22 Council Notes (pg. 23)

OTHER MATTERS

- Ward 1 Appointment
- Relist SE Front Bid
-
-

ADJOURN

CITY OF SHELBY MEETING SCHEDULE

March 7, 2022

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

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

March 14, 2022

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

March 21, 2022

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

March 28, 2022

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

City Council Packet Listing

A. Agenda

B. Agenda Items

1. Minutes of Regular Council Meeting, 2/22/22
2. Claims Report, 2/28/22
3. Park & Recreation Committee Meeting Minutes, 2/28/22
4. 3/7/22 Community Development Council Notes

C. Correspondence

1. 2/18/22 Letter to Mary Ann Harwood, Toole County Commission re:
Notice of ARPA Water & Sewer Grant Award
2. 2/28/22 Letter to Eric Newcombe, State Historic Preservation
Office re: Bitterroot School
3. 3/3/22 Summary of Port of Northern Montana board meeting

D. Reports

- 1.

E. Handouts

- 1.

Policy on Conduct and Manner of Addressing Council

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

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

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

MINUTES OF REGULAR COUNCIL MEETING OF THE SHELBY CITY COUNCIL
HELD IN COUNCIL CHAMBERS
February 22, 2022

Mayor McDermott called the meeting to order at 6:30 p.m.
Present were: Sanna Clark, Lyle Kimmet, Joe Flesch, Pat Frydenlund and Bill Moritz, Council Members; Jade Goroski, Finance Officer; Lorette Carter, Community Development Director; and Rob Tasker, Building Inspector. Absent & Excused: None.

Other citizens present: Ryan Larson, Josh Uylaki, Dallas Stirling and Jayce Yarn.

PLEDGE OF ALLEGIANCE

REGULAR MEETING MINUTES 2/7/2022

MORITZ MADE A MOTION TO APPROVE THE 2/7/2022 MINUTES. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FLESCHE, MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

APPEARANCE REQUESTS

- Agenda Items
- Non-Agenda Items
Jayce Yarn and Dallas Stirling re: Ward 1 Vacancy.

Committee Reports

Ryan Larson provided an update on the sheriff's department.

BUILDING INSPECTOR

Rob provided an update on projects he is working on.

CITY ATTORNEY

CITY FINANCE OFFICER

1. City Judge's Report, 1/31/2022
2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, 1/31/2022
KIMMET MADE A MOTION TO APPROVE THE REPORTS. SECONDED BY FRYDENLUND. VOTE AYES - CLARK, KIMMET, FLESCHE, MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

CITY SUPERINTENDENT

COMMUNITY DEVELOPMENT DIRECTOR

Lorette provided notes as a handout.

OTHER MATTERS

1. Ward 1 Resignation
KIMMET MADE A MOTION TO THE RESIGNATION. SECONDED BY CLARK. VOTE AYES - CLARK, KIMMET, FLESCHE, MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

2. Declaration of Vacancy - Ward 1
MORITZ MADE A MOTION TO APPROVE THE VACANCY. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FLESCHE, MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

3. Pool Boiler Purchase
FLESCHE MADE A MOTION TO APPROVE THE BOILER PURCHASE OF \$20,475. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FLESCHE, MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

4. Amendment No. 23 - City of Shelby Landfill Engineering Consulting Services
FRYDENLUND MADE A MOTION TO APPROVE AMENDMENT #23. SECONDED BY CLARK. VOTE AYES - CLARK, KIMMET, FLESCHE, MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

5. Cat Graphics estimate for Motel Sign
FRYDENLUND MADE A MOTION TO APPROVE ESTIMATE FOR \$3,214. SECONDED BY FLESCHE. VOTE AYES - CLARK, KIMMET, MORITZ, FRYDENLUND. NOES - FLESCHE. ABSENT - NONE. ABSTAIN - NONE.

6. Pigeons
FRYDENLUND MADE A MOTION TO ACQUIRE OWNERSHIP AND REMEDIATE THE ISSUE. SECONDED BY FLESCHE. VOTE AYES - CLARK, KIMMET, FLESCHE, MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

ADJOURN

AT 7:45 P.M. KIMMET MADE A MOTION TO ADJOURN THE MEETING.
SECONDED BY FRYDENLUND. VOTE AYES - CLARK, KIMMET, FLESCHE,
MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN -
NONE.

GARY MCDERMOTT, MAYOR

ATTEST:

JADE GOROSKI, FINANCE OFFICER

03/03/22
10:19:21

CITY OF SHELBY
Claim Details
For the Accounting Period: 2/22

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Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	FO #	Fund Org Acct	Object Proj	Cash Account
210570		00039 PETTY CASHIER	24.00					
1	2927 02/22/22	TC C&R 2/22 Legal Filings	6.00			1000 410550	300	101000
2	2927 02/22/22	TC C&R 2/22 Legal Filings	6.00			5210 430570	300	101000
3	2927 02/22/22	TC C&R 2/22 Legal Filings	6.00			5310 430670	300	101000
4	2927 02/22/22	TC C&R 2/22 Legal Filings	6.00			5410 430870	300	101000
210571		00400 UTILITIES UNDERGROUND LOCATION	34.54					
1	2015103 01/31/22	22 Locates for 1/22	17.27		33864	5210 430500	300	101000
2	2015103 01/31/22	22 Locates for 1/22	17.27		33864	5310 430600	300	101000
210572		01137 AQUA TECH LABORATORY	92.00					
1	35872 02/03/22	Monthly Coliform Water Testing	92.00		33863	5210 430500	300	101000
210573	-98215E	01486 USDA RURAL DEVELOPMENT	1,603.00					
1	02/07/22	Fire Hall Improvement Loan	769.96			1000 490527	610	101000
2	02/07/22	Fire Hall Improvement Loan Int	833.04*			1000 490527	620	101000
210574		01780 MONTANA BROOM & BRUSH	421.98					
1	1538162 02/09/22	Toilet Paper/Roll Towel/Clean	52.58		33764	1000 411202	200	101000
2	1538162 02/09/22	Toilet Paper/Roll Towel/Clean	52.59		33764	5210 430520	200	101000
3	1538162 02/09/22	Toilet Paper/Roll Towel/Clean	52.58		33764	5310 430620	200	101000
4	1538162 02/09/22	Toilet Paper/Roll Towel/Clean	52.58		33764	5410 430820	200	101000
5	1538150 02/09/22	Facial Tissue	31.65		33383	1000 460442	200	101000
6	1537740 02/08/22	Bleach/Cleaner/Descaler	180.00		33383	1000 460442	200	101000
210575	28294S	00144 POSTMASTER	357.31					
1	02/24/22 2/22	UB Postage	119.11			5210 430570	310	101000
2	02/24/22 2/22	UB Postage	119.10			5310 430670	310	101000
3	02/24/22 2/22	UB Postage	119.10			5410 430870	310	101000
210576		00043 SHELBY GAS ASSOCIATION	4,288.60					
1	02/25/22 2/22	Gas Bill	116.80			1000 411200	343	101000
2	02/25/22 2/22	Gas Bill	502.55			1000 420400	343	101000
3	02/25/22 2/22	Gas Bill	502.55			1000 420401	343	101000
4	02/25/22 2/22	Gas Bill	786.70			1000 460445	343	101000
5	02/25/22 2/22	Gas Bill	276.40			1000 460442	343	101000
6	02/25/22 2/22	Gas Bill	163.00			5410 430840	343	101000
7	02/25/22 2/22	Gas Bill	265.60			1000 430200	343	101000
8	02/25/22 2/22	Gas Bill	265.60			5210 430500	343	101000
9	02/25/22 2/22	Gas Bill	265.60			5310 430600	343	101000
10	02/25/22 2/22	Gas Bill	265.60			5410 430830	343	101000
11	02/25/22 2/22	Gas Bill	80.65			1000 411202	343	101000
12	02/25/22 2/22	Gas Bill	80.65			5210 430520	343	101000
13	02/25/22 2/22	Gas Bill	80.65			5310 430620	343	101000

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14	02/25/22	2/22 Gas Bill		80.65			5410 430820	343	101000
15	02/25/22	2/22 Gas Bill		88.10			5210 430500	343	101000
16	02/25/22	2/22 Gas Bill		467.50			1000 460465	343	101000
210577			01851 CT CLEANING	1,200.00					
1	02/24/22	2/22 Janitorial Service		75.00			1000 411202	390	101000
2	02/24/22	2/22 Janitorial Service		75.00			5210 430520	390	101000
3	02/24/22	2/22 Janitorial Service		75.00			5310 430620	390	101000
4	02/24/22	2/22 Janitorial Service		75.00			5410 430820	390	101000
5	02/24/22	2/22 CC Janitorial Service		900.00			1000 460442	300	101000
210578			02368 OPTUM FINANCIAL INC	29.75					
1	1281412	02/14/22 HSA Service Fee		7.44			1000 410550	300	101000
2	1281412	02/14/22 HSA Service Fee		7.44			5210 430570	300	101000
3	1281412	02/14/22 HSA Service Fee		7.44			5310 430670	300	101000
4	1281412	02/14/22 HSA Service Fee		7.43			5410 430870	300	101000
210579			02517 VALLI INFORMATION SYSTEMS INC	45.00					
1	80510	01/31/22 Express Pay Online Monthly Fee		15.00			5210 430570	300	101000
2	80510	01/31/22 Express Pay Online Monthly Fee		15.00			5310 430670	300	101000
3	80510	01/31/22 Express Pay Online Monthly Fee		15.00			5410 430870	300	101000
210580			01285 HUNT, WILLIAM E JR	6,290.09					
1	02/28/22	2/22 Legal Services		1,535.55			1000 411100	350	101000
2	02/28/22	2/22 Legal Services		1,535.56			5210 430513	350	101000
3	02/28/22	2/22 Legal Services		1,535.56			5310 430613	350	101000
4	02/28/22	2/22 Legal Services		1,535.56			5410 430813	350	101000
5	02/28/22	2/22 Expenses		36.96			1000 411100	350	101000
6	02/28/22	2/22 Expenses		36.97			5210 430513	350	101000
7	02/28/22	2/22 Expenses		36.97			5310 430613	350	101000
8	02/28/22	2/22 Expenses		36.96			5410 430813	350	101000
210581			01862 MOUNTAIN ALARM	38.50					
1	2701332	03/01/22 3/22 Fire Alarm Monitoring		38.50			1000 420401	300	101000
210582			01137 AQUA TECH LABORATORY	23.00					
1	35874	02/03/22 DWI Monthly Water Test		23.00		33863	5210 430500	300	101000
210583			02563 DPHHS-LABORATORY	24.00					
1	31055	01/31/22 NCMRWA Water Samples		24.00			5210 430500	300	101000

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210584	-98213E	02578 GOOD SPORTSMAN	20.00					
1	02/22/22	Monthly Trail Camera Photos	20.00			5310 430600	300	101000
210585		00047 BEN TAYLOR INC	3,840.09					
1	56861	02/22/22 UV Plant Propane	926.88			5210 430500	230	101000
2	32195	02/23/22 2/22 Fuel	262.84		33881	5410 430840	230	101000
3	32195	02/23/22 2/22 Fuel	67.41		33881	1000 430200	230	101000
4	32195	02/23/22 2/22 Fuel	67.42		33881	5210 430500	230	101000
5	32195	02/23/22 2/22 Fuel	67.42		33881	5310 430600	230	101000
6	32195	02/23/22 2/22 Fuel	67.42		33881	5410 430840	230	101000
7	32195	02/23/22 2/22 Fuel	176.76		33881	5210 430500	230	101000
8	32195	02/23/22 2/22 Fuel	130.93		33881	5410 430830	230	101000
9	32195	02/23/22 2/22 Fuel	44.06		33881	1000 430200	230	101000
10	32195	02/23/22 2/22 Fuel	44.06		33881	5210 430500	230	101000
11	32195	02/23/22 2/22 Fuel	44.06		33881	5310 430600	230	101000
12	32195	02/23/22 2/22 Fuel	44.06		33881	5410 430840	230	101000
13	32195	02/23/22 2/22 Fuel	163.91		33881	1000 420500	230	101000
14	32195	02/23/22 2/22 Fuel	70.13		33881	1000 430200	230	101000
15	32195	02/23/22 2/22 Fuel	70.14		33881	5210 430500	230	101000
16	32195	02/23/22 2/22 Fuel	70.14		33881	5310 430600	230	101000
17	32195	02/23/22 2/22 Fuel	70.14		33881	5410 430840	230	101000
18	32195	02/23/22 2/22 Fuel	19.59		33881	1000 430200	230	101000
19	32195	02/23/22 2/22 Fuel	19.58		33881	5210 430500	230	101000
20	32195	02/23/22 2/22 Fuel	19.58		33881	5310 430600	230	101000
21	32195	02/23/22 2/22 Fuel	19.58		33881	5410 430840	230	101000
22	32195	02/23/22 2/22 Fuel	61.94		33881	1000 430200	230	101000
23	32195	02/23/22 2/22 Fuel	61.96		33881	5210 430500	230	101000
24	32195	02/23/22 2/22 Fuel	61.96		33881	5310 430600	230	101000
25	32195	02/23/22 2/22 Fuel	61.96		33881	5410 430840	230	101000
26	32195	02/23/22 2/22 Fuel	473.53		33881	5410 430830	230	101000
27	32195	02/23/22 2/22 Fuel	20.16		33881	1000 430200	230	101000
28	32195	02/23/22 2/22 Fuel	20.16		33881	5210 430500	230	101000
29	32195	02/23/22 2/22 Fuel	20.16		33881	5310 430600	230	101000
30	32195	02/23/22 2/22 Fuel	20.16		33881	5410 430840	230	101000
31	32195	02/23/22 2/22 Fuel	26.02		33881	1000 430200	230	101000
32	32195	02/23/22 2/22 Fuel	26.04		33881	5210 430500	230	101000
33	32195	02/23/22 2/22 Fuel	26.04		33881	5310 430600	230	101000
34	32195	02/23/22 2/22 Fuel	26.04		33881	5410 430840	230	101000
35	32195	02/23/22 2/22 Fuel	31.04		33881	1000 430200	230	101000
36	32195	02/23/22 2/22 Fuel	31.03		33881	5210 430500	230	101000
37	32195	02/23/22 2/22 Fuel	31.03		33881	5310 430600	230	101000
38	32195	02/23/22 2/22 Fuel	31.03		33881	5410 430840	230	101000
39	32195	02/23/22 2/22 Fuel	36.36		33881	1000 430200	230	101000
40	32195	02/23/22 2/22 Fuel	36.36		33881	5210 430500	230	101000

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CITY OF SHELBY
Claim Details
For the Accounting Period: 2/22

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* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Act	Object Proj	Cash Account
41	32195	02/23/22 2/22 Fuel	36.36		33881	5310 430600	230	101000
42	32195	02/23/22 2/22 Fuel	36.36		33881	5410 430840	230	101000
43	290054	02/17/22 U Bolts	11.94		33880	1000 430200	200	101000
44	289620	02/09/22 Trailer Jack/Marking Paint	141.98		33880	1000 430200	200	101000
45	289627	02/09/22 RETURN - Trailer Jack	-134.99		33880	1000 430200	200	101000
46	289870	02/14/22 Cap/Tape	16.96		33880	1000 430200	200	101000
47	289963	02/14/22 Cap	10.99		33880	5210 430500	200	101000
48	289922	02/15/22 Coupler/Adapter/Hose Clamp	36.58		33880	5210 430500	200	101000
49	289532	02/08/22 Screws/Strap Bracket	3.79		33880	1000 430200	200	101000
50	289532	02/08/22 Screws/Strap Bracket	3.80		33880	5210 430500	200	101000
51	289532	02/08/22 Screws/Strap Bracket	3.80*		33880	5310 430600	200	101000
52	289532	02/08/22 Screws/Strap Bracket	3.80		33880	5410 430840	200	101000
53	289671	02/10/22 MM ST HL/BK HD	4.49		33880	1000 430200	200	101000
54	289671	02/10/22 MM ST HL/BK HD	4.50		33880	5210 430500	200	101000
55	289671	02/10/22 MM ST HL/BK HD	4.50*		33880	5310 430600	200	101000
56	289671	02/10/22 MM ST HL/BK HD	4.50		33880	5410 430840	200	101000
57	289677	02/10/22 Black Pipe	5.90		33880	1000 430200	200	101000
58	289677	02/10/22 Black Pipe	5.90		33880	5210 430500	200	101000
59	289677	02/10/22 Black Pipe	5.90*		33880	5310 430600	200	101000
60	289677	02/10/22 Black Pipe	5.90		33880	5410 430840	200	101000
61	289584	02/09/22 Tool Box	4.24		33880	1000 430200	200	101000
62	289584	02/09/22 Tool Box	4.25		33880	5210 430500	200	101000
63	289584	02/09/22 Tool Box	4.25*		33880	5310 430600	200	101000
64	289584	02/09/22 Tool Box	4.25		33880	5410 430840	200	101000
65	289594	02/09/22 Screws	0.33		33880	1000 430200	200	101000
66	289594	02/09/22 Screws	0.35		33880	5210 430500	200	101000
67	289594	02/09/22 Screws	0.35*		33880	5310 430600	200	101000
68	289594	02/09/22 Screws	0.35		33880	5410 430840	200	101000
69	289601	02/09/22 Gorilla Tape	8.23		33880	1000 430200	200	101000
70	289601	02/09/22 Gorilla Tape	8.25		33880	5210 430500	200	101000
71	289601	02/09/22 Gorilla Tape	8.25*		33880	5310 430600	200	101000
72	289601	02/09/22 Gorilla Tape	8.25		33880	5410 430840	200	101000
73	289019	02/01/22 Contact Tip	1.68		33880	1000 430200	200	101000
74	289019	02/01/22 Contact Tip	1.67		33880	5210 430500	200	101000
75	289019	02/01/22 Contact Tip	1.67*		33880	5310 430600	200	101000
76	289019	02/01/22 Contact Tip	1.67		33880	5410 430840	200	101000
210586	-98214E	02499 DISH	131.07					
1		02/11/22 Monthly TV at Civic Center	131.07			1000 460442	300	101000

03/03/22
10:19:21

CITY OF SHELBY
Claim Details
For the Accounting Period: 2/22

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* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
210587	28292S	02468 T-MOBILE	198.44					
1	02/10/22	Mobile Charge	25.95			1000 420500	344	101000
2	02/10/22	Mobile Charge	47.32			1000 411050	344	101000
3	02/10/22	Mobile Charge	47.32			1000 440600	344	101000
4	02/10/22	Mobile Charge	19.46			1000 430200	344	101000
5	02/10/22	Mobile Charge	19.47			5210 430500	344	101000
6	02/10/22	Mobile Charge	19.46			5310 430600	344	101000
7	02/10/22	Mobile Charge	19.46			5410 430840	344	101000
210588		00048 TOOLE COUNTY CLERK & RECORDER	52,372.85					
1	01/31/22	City Judge/Sec Wages	2,315.70			1000 410360	100	101000
2	01/31/22	City Judge/Sec Medicare	33.15			1000 410360	142	101000
3	01/31/22	City Judge/Sec SS	141.74			1000 410360	141	101000
4	01/31/22	City Judge/Sec Unemploy Ins	3.97			1000 410360	145	101000
5	01/31/22	City Judge/Sec Workers Comp	14.33			1000 410360	146	101000
6	01/31/22	City Judge/Sec PERS	205.40			1000 410360	143	101000
7	01/31/22	City Judge Health Insurance	442.38			1000 410360	147	101000
8	01/31/22	City Judge Supplies	95.50			1000 410360	200	101000
9	01/31/22	City Judge Phone	20.68			1000 410360	344	101000
10	01/31/22	Law Enforcement	34,370.00			1000 420000	300	101000
11	01/31/22	Law Enforcement	4,910.00			5210 420100	300	101000
12	01/31/22	Law Enforcement	4,910.00			5310 420100	300	101000
13	01/31/22	Law Enforcement	4,910.00			5410 420100	300	101000
210589		00026 MARIAS RIVER ELECTRIC COOP INC	11,731.93					
1	02/25/22	2/22 Electric Bill	86.54			1000 411200	342	101000
2	02/25/22	2/22 Electric Bill	275.28			1000 420400	342	101000
3	02/25/22	2/22 Electric Bill	275.28			1000 420401	342	101000
4	02/25/22	2/22 Electric Bill	46.37			1000 411202	342	101000
5	02/25/22	2/22 Electric Bill	46.37			5210 430520	342	101000
6	02/25/22	2/22 Electric Bill	46.37			5310 430620	342	101000
7	02/25/22	2/22 Electric Bill	46.35			5410 430820	342	101000
8	02/25/22	2/22 Electric Bill	68.03			1000 430200	342	101000
9	02/25/22	2/22 Electric Bill	68.03			5210 430500	342	101000
10	02/25/22	2/22 Electric Bill	68.03			5310 430600	342	101000
11	02/25/22	2/22 Electric Bill	68.04			5410 430830	342	101000
12	02/25/22	2/22 Electric Bill	56.39			1000 440600	342	101000
13	02/25/22	2/22 Electric Bill	56.39			1000 460430	342	101000
14	02/25/22	2/22 Electric Bill	75.96			1000 460430	342	101000
15	02/25/22	2/22 Electric Bill	159.36			1000 460465	342	101000
16	02/25/22	2/22 Electric Bill	41.42			1000 460439	342	101000
17	02/25/22	2/22 Electric Bill	1,040.57			1000 460442	342	101000
18	02/25/22	2/22 Electric Bill	50.44			1000 460445	342	101000
19	02/25/22	2/22 Electric Bill	3,881.08			2400 430263	342	101000

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20	02/25/22	2/22 Electric Bill	4,133.22			5210 430500	342	101000	
21	02/25/22	2/22 Electric Bill	687.37			5310 430600	342	101000	
22	02/25/22	2/22 Electric Bill	432.54			5410 430840	342	101000	
23	02/25/22	2/22 Electric Bill	22.50			1000 460430	342	101000	
210590		01388 3 RIVERS COMMUNICATIONS INC	847.12						
1	02/01/22	2/22 Phone Bill	19.82			1000 420500	344	101000	
2	02/01/22	2/22 Phone Bill	43.22			1000 410550	344	101000	
3	02/01/22	2/22 Phone Bill	43.22*			5210 430570	344	101000	
4	02/01/22	2/22 Phone Bill	43.22*			5310 430670	344	101000	
5	02/01/22	2/22 Phone Bill	43.22*			5410 430870	344	101000	
6	02/01/22	2/22 Phone Bill	18.23			1000 430200	344	101000	
7	02/01/22	2/22 Phone Bill	18.23			5210 430500	344	101000	
8	02/01/22	2/22 Phone Bill	18.23			5310 430600	344	101000	
9	02/01/22	2/22 Phone Bill	18.23			5410 430830	344	101000	
10	02/01/22	2/22 Phone Bill	170.67			1000 460442	344	101000	
11	02/01/22	2/22 Phone Bill	67.96			1000 420400	344	101000	
12	02/01/22	2/22 Phone Bill	67.95			1000 420401	344	101000	
13	02/01/22	2/22 Phone Bill	7.63*			1000 410200	344	101000	
14	02/01/22	2/22 Phone Bill	7.63*			5210 430512	344	101000	
15	02/01/22	2/22 Phone Bill	7.63*			5310 430612	344	101000	
16	02/01/22	2/22 Phone Bill	7.63*			5410 430812	344	101000	
17	02/01/22	2/22 Phone Bill	45.93			1000 460445	344	101000	
18	02/01/22	2/22 Phone Bill	133.58			5310 430600	344	101000	
19	02/01/22	2/22 Phone Bill	32.44			5210 430500	344	101000	
20	02/01/22	2/22 Phone Bill	32.45			5210 430500	344	101000	
210591		00309 PREFERRED OFFICE EQUIPMENT	126.17						
1	40389	02/15/22 2/22 Maintenance/Copies Shop	11.48			1000 430200	300	101000	
2	40389	02/15/22 2/22 Maintenance/Copies Shop	11.48			5210 430500	300	101000	
3	40389	02/15/22 2/22 Maintenance/Copies Shop	11.49			5310 430600	300	101000	
4	40389	02/15/22 2/22 Maintenance/Copies Shop	11.49			5410 430840	300	101000	
5	40389	02/15/22 2/22 Maintenance/Copies Shop	11.49			1000 420500	300	101000	
6	40390	02/15/22 2/22 Maintenance/Copies CC	68.74			1000 460442	300	101000	
210592		02586 DIS TECHNOLOGIES	870.00						
1	9053	02/05/22 Monthly Managed Services	126.88			1000 410550	300	101000	
2	9053	02/05/22 Monthly Managed Services	126.88			5210 430570	300	101000	
3	9053	02/05/22 Monthly Managed Services	126.87			5310 430670	300	101000	
4	9053	02/05/22 Monthly Managed Services	126.87			5410 430870	300	101000	
5	9053	02/05/22 Monthly Managed Services	72.50			1000 411050	300	101000	
6	9053	02/05/22 Monthly Managed Services	72.50			1000 460442	300	101000	
7	9053	02/05/22 Monthly Managed Services	54.37			1000 430200	300	101000	
8	9053	02/05/22 Monthly Managed Services	54.37			5210 430500	300	101000	
9	9053	02/05/22 Monthly Managed Services	54.38			5310 430600	300	101000	

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10	9053	02/05/22	Monthly Managed Services	54.38			5410 430830	300	101000
210593			01438 BARRY DAMSCHEN CONSULTING LLC	2,175.00					
1	4	02/02/22 10/21-12/21	Consult & Monitor	2,175.00			5410 430840	350	101000
210594			00117 QUILL CORPORATION	333.97					
1	22940535	02/08/22	HP 81A Toner/1" Binders/Clip	58.30		33763	1000 410550	200	101000
2	22940535	02/08/22	HP 81A Toner/1" Binders/Clip	58.31		33763	5210 430570	200	101000
3	22940535	02/08/22	HP 81A Toner/1" Binders/Clip	58.30		33763	5310 430670	200	101000
4	22940535	02/08/22	HP 81A Toner/1" Binders/Clip	58.30		33763	5410 430870	200	101000
5	23147045	02/16/22	46x60 Chair Mat/Tape/Lysol	24.24		33765	1000 410550	200	101000
6	23147045	02/16/22	46x60 Chair Mat/Tape/Lysol	24.24		33765	5210 430570	200	101000
7	23147045	02/16/22	46x60 Chair Mat/Tape/Lysol	24.24		33765	5310 430670	200	101000
8	23147045	02/16/22	46x60 Chair Mat/Tape/Lysol	24.24		33765	5410 430870	200	101000
9	23317127	02/23/22	Copy Paper	3.80		33762	1000 411050	200	101000
210595			02587 ALL STATE SIGNS	950.00					
1	4610	02/11/22 (2)4'x8'	Bike Trail Signs	950.00			1000 460430	200	101000
210596	282918		01655 MONTANA HISTORICAL SOCIETY	25.00					
1		02/15/22	SHPO Review Bitterroot Demo	25.00			1000 411050	300	101000
210597			01984 BIG SKY CREATIVE WORKS	140.00					
1	2002-02-14	02/14/22 (2)18x24"	Bike Trail Signs	140.00			1000 460430	200	101000
210598			02370 JUNKERMIER, CLARK, CAMPANELLA,	15,000.00					
1	853230	01/31/22	Progress Billing 6/30/21	3,750.00			1000 410530	350	101000
2	853230	01/31/22	Progress Billing 6/30/21	3,750.00			5210 410530	350	101000
3	853230	01/31/22	Progress Billing 6/30/21	3,750.00			5310 410530	350	101000
4	853230	01/31/22	Progress Billing 6/30/21	3,750.00			5410 410530	350	101000
210599			999998 LORETTE MARIE CARTER	29.25					
			Northern Transit Interlocal Meeting - Cut Bank, MT - 2/15/22						
1		02/16/21	Mileage Carter	29.25			1000 411050	370	101000
210600			02190 BAUMAN, CHRISTINE	45.00					
1		02/15/22	Haul Recycling Trailer to GF	45.00			1000 480100	200	101000
210601			00049 TRACTOR & EQUIPMENT CO	2,576.08					
1	101937	02/11/22	963K Repair	2,576.08*		33862	5410 430840	369	101000

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210602		00037 NORTHWEST PIPE FITTINGS INC	2,996.17					
1	2641054	02/04/22 3" Procoder Pit Meter	1,710.00		33867	5210 430500	200	101000
2	2669648	02/01/22 (2)12" Hymax Couplers	1,286.17		33867	5210 430500	200	101000
210603		02376 MOBILE TWI LLC	170.00					
1	020322A	02/03/22 DOT Breath/Urine Drug Screens	42.50		33866	1000 430200	300	101000
2	020322A	02/03/22 DOT Breath/Urine Drug Screens	42.50		33866	5210 430500	300	101000
3	020322A	02/03/22 DOT Breath/Urine Drug Screens	42.50		33866	5310 430600	300	101000
4	020322A	02/03/22 DOT Breath/Urine Drug Screens	42.50		33866	5410 430830	300	101000
210604		01862 MOUNTAIN ALARM	33.00					
1	2666367	02/01/22 Access Control 2/1/22-4/30/22	33.00		33865	5410 430840	300	101000
210605		02588 MSU COMMUNITY DESIGN CENTER	2,500.00					
1	02/14/22	Housing Development Plan	2,500.00			1000 411050	300	101000
210606		02551 TRIPLE TREE ENGINEERING INC	3,840.00					
1	21-71-002	02/15/22 Lift Station Bypass	3,840.00			5310 430601	950 2287	101000
210607		02551 TRIPLE TREE ENGINEERING INC	8,792.50					
1	21-1-007	02/15/22 Rail Safety	8,792.50			1000 470120	790	101000
210608		02566 NORTHWEST FIRE SERVICES INC	672.26					
1	31012022	02/04/22 RFD (4)Anodes 1" NPTx48"	672.26*		33719	1000 420401	200	101000
210609		01866 SHELBY PAINT AND HARDWARE	13.45					
1	15496	01/22/22 CFD Scrench	3.49		33720	1000 420400	200	101000
2	15609	01/29/22 RFD Roaster Liners	9.96*		33720	1000 420401	200	101000
210610	282938	01857 MT DEQ/WWOC	770.00					
		Water Operator Certification						
1	02/23/22	Application/Exam Fee Johannes	210.00*			5210 430500	370	101000
2	02/23/22	Application/Exam Fee Barnes	210.00*			5210 430500	370	101000
3	02/23/22	Application/Exam Fee Hoover	210.00*			5210 430500	370	101000
4	02/23/22	Application/Exam Fee James	140.00*			5210 430500	370	101000
210611		02295 ROBERT A CLARY DO PC	150.00					
1	7552	02/11/22 DOT Physical - Hoover	37.50			1000 430200	300	101000
2	7552	02/11/22 DOT Physical - Hoover	37.50			5210 430500	300	101000
3	7552	02/11/22 DOT Physical - Hoover	37.50			5310 430600	300	101000
4	7552	02/11/22 DOT Physical - Hoover	37.50			5410 430840	300	101000

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210612	282958	02584	VISA	1,407.51					
1	PWC51973	01/26/22	Elkay Bottle Filler Sensor	45.95		33309	1000 460442	200	101000
2	PWC52158	02/07/22	Elkay Bottle Filling Station	1,181.82		33310	1000 460442	200	101000
3	PWC52158	02/07/22	Elkay Filter Replacement	177.96		33310	1000 460442	200	101000
4	608	02/09/22	Postage Water Draw Request	1.78			5210 430570	300	101000
210613			00047 BEN TAYLOR INC	543.47					
1	733599	02/11/22	RFD Oil/Grease	201.03*		33721	1000 420401	200	101000
2	32377	02/23/22	RFD 2/22 Fuel	342.44*		33721	1000 420401	230	101000
210614			00649 LARSON CLOTHING COMPANY	130.00					
1		02/15/22	Clothing Allowance Stratton	32.50*			1000 430200	220	101000
2		02/15/22	Clothing Allowance Stratton	32.50			5210 430500	220	101000
3		02/15/22	Clothing Allowance Stratton	32.50*			5310 430600	220	101000
4		02/15/22	Clothing Allowance Stratton	32.50			5410 430840	220	101000
210615			02409 ABIGAIL ST. LAWRENCE	850.00					
1	577	02/28/22	DNRC Permitting/PSC Complaint	850.00			5210 430500	300	101000
210616	282965	02589	CAT GRAPHICS INC	1,607.00					
1	11178	02/17/18	1/2 Down Metal Cap Motel Sign	1,607.00			1000 430200	200	101000
210617			01125 MT DEQ/PERMITTING & COMPLIANCE	1,500.00					
1	5L2201393	02/23/22	MT0031488 - Outfall Charge	1,500.00			5310 430600	300	101000
210618			02457 A-H ELECTRIC #3	844.10					
1	5042	02/01/22	Prison Lift Station Repairs	456.10		33879	5310 430600	300	101000
2	5049	02/02/22	Prison Lift Station Repairs	388.00		33879	5310 430600	300	101000
210619			01376 ESTOP BUSINESS LICENSES	280.00					
1	UID#30902	03/02/22	2022 Scale License Renewal	280.00		33878	5410 430840	300	101000
210620			01562 U.F.I. SANITATION SERVICES, INC	562.50					
1	31726	03/02/22	Vac Truck Pumping Rental	562.50		33877	5310 430600	300	101000
210621			02473 JONAS SPRINKLERS & FERTILIZER	2,653.60					
1		02/28/22	PrePay Select Champions Park	673.40*		33876	1000 460430	300	101000
2		02/28/22	PrePay Select Meadowlark Park	731.50*		33876	1000 460430	300	101000
3		02/28/22	PrePay Select Splash Park	1,248.70*		33876	1000 460430	300	101000

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210622	01866 SHELBY PAINT AND HARDWARE	142.38						
1	15571 02/25/22 Silicone Spray	8.49		33385	1000 460442	200	101000	
2	73092 02/03/22 TruFuel	3.99		33875	1000 430200	200	101000	
3	73092 02/03/22 TruFuel	3.99		33875	5210 430500	200	101000	
4	73092 02/03/22 TruFuel	4.00*		33875	5310 430600	200	101000	
5	73092 02/03/22 TruFuel	4.00		33875	5410 430830	200	101000	
6	73140 02/07/22 Marking Paint	27.96		33875	1000 430200	200	101000	
7	73148 02/09/22 Marking Paint	13.98		33875	1000 430200	200	101000	
8	73154 02/10/22 Heater	29.99		33875	1000 420500	200	101000	
9	73202 02/16/22 Tide	3.24		33875	1000 430200	200	101000	
10	73202 02/16/22 Tide	3.25		33875	5210 430500	200	101000	
11	73202 02/16/22 Tide	3.25*		33875	5310 430600	200	101000	
12	73202 02/16/22 Tide	3.25		33875	5410 430830	200	101000	
13	73110 01/31/22 Grab Bar	8.24		33875	1000 411202	200	101000	
14	73110 01/31/22 Grab Bar	8.25		33875	5210 430520	200	101000	
15	73110 01/31/22 Grab Bar	8.25		33875	5310 430620	200	101000	
16	73110 01/31/22 Grab Bar	8.25		33875	5410 430820	200	101000	
210623	02069 NATIONAL LAUNDRY CO	157.33						
1	46918 02/16/22 Red Shop Towels	39.33		33874	1000 430200	300	101000	
2	46918 02/16/22 Red Shop Towels	39.34		33874	5210 430500	300	101000	
3	46918 02/16/22 Red Shop Towels	39.33		33874	5310 430600	300	101000	
4	46918 02/16/22 Red Shop Towels	39.33		33874	5410 430840	300	101000	
210624	02335 CINTAS CORPORATION	112.76						
1	5092005104 01/18/22 Restock Medicine Cabinet S	28.19		33873	1000 430200	200	101000	
2	5092005104 01/18/22 Restock Medicine Cabinet S	28.19		33873	5210 430500	200	101000	
3	5092005104 01/18/22 Restock Medicine Cabinet S	28.19*		33873	5310 430600	200	101000	
4	5092005104 01/18/22 Restock Medicine Cabinet S	28.19		33873	5410 430840	200	101000	
210625	00300 AMERICAN PIPE & SUPPLY CO	831.57						
1	112051 02/15/22 Nipple/Reducer/Tape/Thread	32.54		33872	1000 430200	200	101000	
2	112051 02/15/22 1/2HP 115V Grundfos Pump	799.03		33872	1000 430200	200	101000	
210626	-98212E 02485 RDO EQUIPMENT CO	42.98						
1	02/02/22 Parts Cont. Fuse	42.98		33871	1000 430200	200	101000	
210627	02334 BEN TAYLOR INC.	150.00						
1	731444 02/17/22 DEF	150.00		33870	5410 430840	200	101000	

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210628		02045 NAPA AUTO PARTS	1,122.09					
1	168611	02/02/22 Cooler Lines	28.35		33869	1000 430200	200	101000
2	168611	02/02/22 Cooler Lines	28.37		33869	5210 430500	200	101000
3	168611	02/02/22 Cooler Lines	28.37*		33869	5310 430600	200	101000
4	168611	02/02/22 Cooler Lines	28.37		33869	5410 430840	200	101000
5	169056	02/10/22 Oil	1.14		33869	1000 430200	200	101000
6	169056	02/10/22 Oil	1.15		33869	5210 430500	200	101000
7	169056	02/10/22 Oil	1.15*		33869	5310 430600	200	101000
8	169056	02/10/22 Oil	1.15		33869	5410 430840	200	101000
9	168675	02/03/22 O-Rings	6.20		33869	5410 430840	200	101000
10	168998	02/09/22 1/2 Dr Ext	1.55		33869	1000 430200	200	101000
11	168998	02/09/22 1/2 Dr Ext	1.56		33869	5210 430500	200	101000
12	168998	02/09/22 1/2 Dr Ext	1.56*		33869	5310 430600	200	101000
13	168998	02/09/22 1/2 Dr Ext	1.56		33869	5410 430840	200	101000
14	168522	02/01/22 Battery	108.83		33869	1000 430200	200	101000
15	168522	02/01/22 Battery	108.85		33869	5210 430500	200	101000
16	168522	02/01/22 Battery	108.85*		33869	5310 430600	200	101000
17	168522	02/01/22 Battery	108.85		33869	5410 430840	200	101000
18	168627	02/02/22 Core Deposit	-27.00		33869	1000 430200	200	101000
19	168627	02/02/22 Core Deposit	-27.00		33869	5210 430500	200	101000
20	168627	02/02/22 Core Deposit	-27.00*		33869	5310 430600	200	101000
21	168627	02/02/22 Core Deposit	-27.00		33869	5410 430840	200	101000
22	168900	02/08/22 Dex Cool	5.70		33869	1000 430200	200	101000
23	168900	02/08/22 Dex Cool	5.70		33869	5210 430500	200	101000
24	168900	02/08/22 Dex Cool	5.70*		33869	5310 430600	200	101000
25	168900	02/08/22 Dex Cool	5.70		33869	5410 430840	200	101000
26	168734	02/04/22 5/8 Trans Clips	0.16		33869	1000 430200	200	101000
27	168734	02/04/22 5/8 Trans Clips	0.17		33869	5210 430500	200	101000
28	168734	02/04/22 5/8 Trans Clips	0.17*		33869	5310 430600	200	101000
29	168734	02/04/22 5/8 Trans Clips	0.17		33869	5410 430840	200	101000
30	168893	02/08/22 Oil Drain Plug/Con Clip	0.89		33869	1000 430200	200	101000
31	168893	02/08/22 Oil Drain Plug/Con Clip	0.91		33869	5210 430500	200	101000
32	168893	02/08/22 Oil Drain Plug/Con Clip	0.91*		33869	5310 430600	200	101000
33	168893	02/08/22 Oil Drain Plug/Con Clip	0.91		33869	5410 430840	200	101000
34	169325	02/16/22 Tow Rope	164.53		33869	1000 430200	260	101000
35	168971	02/09/22 Floor Dri/Filters	18.37		33869	1000 430200	200	101000
36	168971	02/09/22 Floor Dri/Filters	18.36		33869	5210 430500	200	101000
37	168971	02/09/22 Floor Dri/Filters	18.36*		33869	5310 430600	200	101000
38	168971	02/09/22 Floor Dri/Filters	18.36		33869	5410 430840	200	101000
39	168994	02/09/22 Alcohol Evap	292.96		33869	1000 430200	200	101000
40	169318	02/16/22 Clamp/Filters	19.54		33869	1000 430200	200	101000
41	169318	02/16/22 Clamp/Filters	19.56		33869	5210 430500	200	101000
42	169318	02/16/22 Clamp/Filters	19.56*		33869	5310 430600	200	101000
43	169318	02/16/22 Clamp/Filters	19.56		33869	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
44	169039	02/09/22 Ind/Lock	124.92		33869	1000 460430	200	101000
45	169075	02/10/22 RETURN Ind/Lock	-124.92		33869	1000 460430	200	101000
46	167244	01/07/22 Power Steering Fluid	1.49			1000 430200	200	101000
47	167244	01/07/22 Power Steering Fluid	1.50			5210 430500	200	101000
48	167244	01/07/22 Power Steering Fluid	1.50*			5310 430600	200	101000
49	167244	01/07/22 Power Steering Fluid	1.50			5410 430840	200	101000
50	167487	01/12/22 Oil Filter	3.86			1000 430200	200	101000
51	167487	01/12/22 Oil Filter	3.88			5210 430500	200	101000
52	167487	01/12/22 Oil Filter	3.88*			5310 430600	200	101000
53	167487	01/12/22 Oil Filter	3.88			5410 430840	200	101000
54	167566	01/13/22 Socket	1.63			1000 430200	200	101000
55	167566	01/13/22 Socket	1.62			5210 430500	200	101000
56	167566	01/13/22 Socket	1.62*			5310 430600	200	101000
57	167566	01/13/22 Socket	1.62			5410 430840	200	101000
210629		00088 CARQUEST AUTO PARTS	139.11					
1	2567335287	02/01/22 Turn Lamp	19.52		33868	5410 430840	200	101000
2	2567335292	02/01/22 Drain Plug	1.07		33868	1000 430200	200	101000
3	2567335292	02/01/22 Drain Plug	1.09		33868	5210 430500	200	101000
4	2567335292	02/01/22 Drain Plug	1.09*		33868	5310 430600	200	101000
5	2567335292	02/01/22 Drain Plug	1.09		33868	5410 430830	200	101000
6	2567335566	02/09/22 Tape/Shop Towels/Valve/Bul	6.72		33868	1000 430200	200	101000
7	2567335566	02/09/22 Tape/Shop Towels/Valve/Bul	6.73		33868	5210 430500	200	101000
8	2567335566	02/09/22 Tape/Shop Towels/Valve/Bul	6.73*		33868	5310 430600	200	101000
9	2567335566	02/09/22 Tape/Shop Towels/Valve/Bul	6.73		33868	5410 430830	200	101000
10	2567335578	02/09/22 Body Bolts	0.86		33868	1000 460430	200	101000
11	2567335590	02/09/22 Bulbs/Black Ice	5.01		33868	1000 430200	200	101000
12	2567335590	02/09/22 Bulbs/Black Ice	5.03		33868	5210 430500	200	101000
13	2567335590	02/09/22 Bulbs/Black Ice	5.03*		33868	5310 430600	200	101000
14	2567335590	02/09/22 Bulbs/Black Ice	5.03		33868	5410 430830	200	101000
15	2567335855	02/16/22 Hyd Hose/Fittings	20.50		33868	1000 430200	200	101000
16	2567335865	02/17/22 Headlight	24.84		33868	5410 430840	200	101000
17	2567336354	03/01/22 Twin Headlight	5.51		33868	1000 430200	200	101000
18	2567336354	03/01/22 Twin Headlight	5.51		33868	5210 430500	200	101000
19	2567336354	03/01/22 Twin Headlight	5.51*		33868	5310 430600	200	101000
20	2567336354	03/01/22 Twin Headlight	5.51		33868	5410 430830	200	101000
# of Claims			60	Total:		138,897.52		
Total Electronic Claims			1,797.05	Total Non-Electronic Claims		137100.47		

SHELBY PARKS & REC MEETING
February 28, 2022

In attendance: Gary McDermott, Pat Frydenlund, Lyle Kimmet and Lorette Carter, reporting.

Civic Center:

Jessi was unable to attend, but provided the following email:

February went by pretty fast! The blood draw on the 3rd went really well, a lot of people showing up from the community to donate. LeAnn Wiegand contacted me and said she is looking at starting her yoga class in the fall due to getting adjusted with her other job and the move here. Jury duty did not happen here on Monday the 7th and I spoke with Debbie about using the old middle school. She said they will look into their next time but wondering if there is any tables and chairs over there to use? We did receive the new water fountain and Rob will be putting that up hopefully this week. I am working with the Peak in Great Falls on getting the same technician to come work on our treadmills and Life Time machines when needed. The treadmill that was displaying a code has stopped and is currently working again. I am also shopping for a new leg press. We had one put in the last budget but the shipment never arrived so we canceled that order. I believe Rob mentioned that he will be putting traction grips down on the stairs this week as well.

Lorette will ask Rob about finishing painting the baseboard behind the kickboxing bags.

City Facilities:

Roadrunner Recreation Trail/Mountain Bike Trail: The mountain bike trail signs and access signs have arrived and will be installed in the spring. The Roadrunner Recreation Trail brochure has been revamped to include The Hills Mountain Bike Trail. Lorette distributes the brochures to area hotels and campgrounds. The committee discussed the potential to install a brochure box at Lake Shel-oole Campground and/or directional signage to the trails from the campground.

Krysko Skate Park/Meadowlark Park: The city has received information from Montana State Parks that the city should be receiving Land Water Conservation Fund Grant funding for playground equipment in Meadowlark Park. The city is still considering the potential for public restrooms at Meadowlark Park. School District #14 has purchased bus stop signs which city personnel will install at Andy Anderson Park; Meadowlark Park; and historic Shelby High School where buses pick up and drop off students.

Swimming Pool: The city has awarded All – Seasons Cooling & Heating the contract for a new boiler system. The city is looking for a new pool manager for this summer.

Shelby Park System: Committee members asked if the Lake Shel-oole ballfield toilets could be upgraded this spring. Committee member Pat Frydenlund mentioned inadequate lighting; broken toilet seat; and general disrepair. Pat also mentioned the repair/replacement of tennis court nets. The cost estimate to resurface the courts is \$50,000 to \$65,000.

Lyle Kimmet asked about the flag at historic Shelby Town Hall. Lorette will check with Jack.

The City March newsletter will include an Adopt A Park article encouraging organizations, church groups and businesses to adopt a park in which to complete beautification projects throughout the summer months.

Historic Shelby High: Mayor McDermott noted the city will work on completing the dry wall taping and painting of the gym. Groups continue to utilize the facility.

Champions Park: Lorette will check with Jack on the lighting of the bollards.

MUFCA: The Arbor Day and Urban Forestry Grant Program bid solicitation has been complete as of March 1. The city will work with Transa Tree on the purchase and planting of the trees. The costs of trees have gone up significantly, so we will only be purchasing 7 trees this year. We have considered planting trees in the Lake Shelby ballfield play area, but there is no irrigation system in that area. The city will focus on Lincoln Park for planting this spring as there are several old Cottonwoods that should be removed.

New Business:

Grant Opportunities:

- **MT FWP Roadrunner Trail Lighting Project:** The city has applied for funding in which to light the rural portion of the trail. Grant notification should be early this summer.
- **Montana Historic Preservation Grant ~ window installation at Shelby Town Hall:** The city has applied for funding to re-install historic replica windows on the front façade of Shelby Town Hall. Grant notification should be early this summer.
- **Montana Office of Tourism:** The city did receive funding from the Office of Tourism to repair and paint the exterior of the building this spring.
- **CDBG-CV Bitterroot School demolition:** The MT Historic Property Record has been submitted to the Office of Historic Preservation for sign off of the demolition. With that, we will complete the environmental assessment before going out to bid on abatement and demolition.

With no further business, the next meeting is scheduled for Monday, March 28, 2022.

Community Development

Council Notes

March 7, 2022

- The MT Fish Wildlife & Parks Recreational Trails grant application has been submitted for lighting of the rural portion of the trail.
- The MT Historic Preservation Grant has been submitted to re-install period style windows on the front façade of the storm vestibule of historic Shelby Town Hall.
- The Hills Mountain Bike Trail signs have arrived and ready for installation later this spring.
- Transa Tree of Great Falls was the awarded bidder on trees as part of Arbor Day & Urban Forestry Grant application. The city will plant 8 trees in May.
- We are waiting for the start-up documentation request to begin the bid solicitation for the exterior painting of historic Shelby Town Hall funded by the Office of Tourism and the work to begin research and submission of our Main Street business district to the National Register of Historic Places funded by the Montana Main Street Program.
- We have moved the location for the first build as part of the CDBG Housing Stabilization Grant. The first home will be built on the corner 10th Street South and 9th Ave. So. near the concrete water tank.
- We are working on the environmental assessment in determining quantities of hazardous materials in the Bitterroot School as part of the abatement process as well as historical significance from the MT Historic Society and the permitting process through DEQ before we can go to demolition of the property for potential housing.
- The city is working to take ownership of the MOTEL sign. We have found contractors to cap the tower and remove pigeon guano and roosting materials.

OFFICE OF THE GOVERNOR
STATE OF MONTANA

GREG GIANFORTE
GOVERNOR



KRISTEN JURAS
LT. GOVERNOR

February 18, 2022

Mary Ann Harwood, Chair, Toole County Commission
Toole County
226 1st St. So.
Shelby MT 59474

RE: Notice of ARPA Water & Sewer Grant Award (ARPA Grant Number AM-22-0100)

Dear Mary Ann Harwood:

On behalf of the State of Montana, it is my pleasure to notify you that Toole County has been conditionally approved for an ARPA Water & Sewer Minimum Allocation Grant award in the amount of \$435,000.00 for the Toole County Shelby Water System Improvements Project.

Montana is leading the nation in making critical water and sewer infrastructure investments, with more water and sewer infrastructure needs of our local communities, allowing them to prepare for long-term growth and take action to address immediate community needs. I appreciate the planning and dedication that your community has taken to advance this critical project, so that all Montana communities and families may thrive.

Please note that pursuant to section 28 of HB 632, if a local government awardee or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time a grant is awarded, the grant will be reduced by 20 percent. In your application, you were required to certify whether relevant regulations were in effect. Please update the Department of Natural Resources and Conservation (DNRC), in writing, if that has changed between the date you submitted your application and the date of this award letter.

Staff at the Montana Department of Natural Resources and Conservation (DNRC) will contact Toole County directly with more information in the upcoming weeks. In the meantime, if you have any questions, please contact Michelle McNamee, the ARPA Grant Manager at the DNRC, at (406) 444-0520 or mmcnamee@mt.gov.

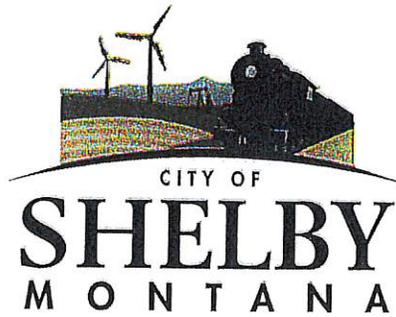
Sincerely,

A handwritten signature in black ink, appearing to read "Greg Gianforte", written over a stylized graphic element.

GREG GIANFORTE
Governor

CITY OF SHELBY

112 First Street South
Shelby, MT 59474
Telephone: (406) 434-5222
FAX: (406) 434-2039
www.shelbymt.com



Mayor: Gary McDermott
Council: Joe Flesch, Sanna Clark, Aaron Heaton, Lyle Kimmet, Bill Moritz, Patrick Frydenlund
Animal Control: Mark Warila
Attorney: William E. Hunt, Jr.
City Supt.: Jack Johannes
Building Inspector: Rob Tasker
Community Development: Lorette Carter
Finance Officer: Jade Goroski
Judge: Joe Rapkoch

February 28, 2022

Eric Newcombe
State Historic Preservation Office
Montana Historical Society
1301 E. Lockey Avenue
Helena, MT 59620

Re: Bitterroot School

Eric,

Attached, please find the Montana Historic Property Record for the abandoned Bitterroot School. Sadly, the building has stood empty since 2003 when a new K-6 elementary school was built on the Shelby High School campus.

The City of Shelby took ownership of the property in an effort to re-purpose the building and bring life back to the LMI neighborhood. Unfortunately, the city was unable to find a new purpose for the building and was unable to secure Brownfields grant funding in which to remediate the property. The property has severely deteriorated and trespassing has occurred posing a threat to health and human safety.

Recently, the State of Montana offered a grant program through American Rescue Plan in which the city was awarded funding for the abatement and demolition of the property in which to develop the lots for low-to-moderate income housing, improving Shelby's housing stock and revitalizing the aging neighborhood.

We understand the historical significance of the building, but given the current condition and safety threat we feel it best to abate and demolish the building for new low-to-moderate income housing.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Lorette Carter".

Lorette Carter, Community Development Director
City of Shelby

Cc: Gary McDermott, Mayor
Shelby City Council

Summary of Port of Northern Montana board meeting

March 3, 2022

Lorette Carter

1. **Mountain View Reload:** Nothing to report.
2. **Calumet Lubricants, Co.:** The Port is working on the master plan in which to expand track as Calumet has submitted a request to increase their car storage/staging to 175 cars in the facility.
3. **Ardent Mills:** The Port has been approved for a \$150,000 MT AG Infrastructure grant to install additional trackage and a switch which would serve Ardent Mills. They are working with Ardent on an agreement for the purchase of parcel 7, which should be finalized in July.
3. **Pat's Off-Road, Inc.:** Pat's is seeking additional rail car space.
4. **Savage Services Inc.:** Nothing to report.
5. **Pacific Steel & Recycling:** Nothing to report.
6. **Dick Irvin Inc.:** The Port will be meeting with Mike to discuss additional space in the facility for a new project in the works.
7. **Data Center Feasibility:** Port officials are trying to reconnect with NaturEner as administration has changed. Larry will be meeting with Glacier Electric and Marias River Electric on electrical needs and metering.
9. **Kiros Energy Marketing:** Kiros is looking to reduce car space in the facility at this time.
10. **City Service Valcon:** Nothing to report.

Other Business:

- Port officials continue to work with Redwood Group on the purchase lots 4-5-6 in the facility. Redwood has been awarded a \$400,000 in ARPA AG Infrastructure Grant funding for equipment for the planned value-added production facility.
- Bridge Agri plans to transition work into the multi-modal facility in mid-March.
- Montana HB 681: The review committee made a tentative committal of \$1.5 million to the Port of Northern Montana, but Port authorities are still waiting next steps. The intent of the funding would be to develop the north end of the facility.
- The Port will include the engineer's recommendation for construction of the sewer main to the Bridge Agri warehouse and bulk facility at the April board meeting.

CONRAD JOINT RESOLUTION NO. 14-1124
CUT BANK JOINT RESOLUTION NO. 14-08
SHELBY JOINT RESOLUTION NO. 1888

JOINT RESOLUTION OF THE CITY COUNCILS OF THE CITIES OF CONRAD, CUT BANK AND SHELBY TO ADOPT THE AMENDED BYLAWS OF THE TRI-CITY INTERLOCAL EQUIPMENT POOL

WHEREAS the member cities of the TRI-CITY INTERLOCAL EQUIPMENT POOL deem it desirable to further amend and consolidate all prior amendments to the bylaws of said TRI-CITY INTERLOCAL EQUIPMENT POOL in order to provide appropriate authority to acquire and maintain machinery and equipment, to acquire and maintain real property and improvements thereon, and to construct, maintain and operate improvements necessary to provide adequate storage and warehousing of the numerous valuable items of machinery and equipment heretofore and hereafter acquired, maintained and operated by the TRI-CITY INTERLOCAL EQUIPMENT POOL:

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

"RESOLVED THAT THE AMENDED BYLAWS OF THE TRI-CITY INTERLOCAL EQUIPMENT POOL, dated the 24th day of April, 2014 and attached hereto as "Exhibit A" is hereby adopted by the Tri-City Interlocal Equipment Pool; and that such amended bylaws, as found in Exhibit A shall supersede, replace and nullify all prior bylaws and resolutions creating or amending prior versions of said bylaws.

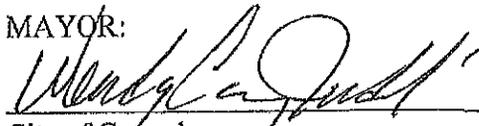
INTRODUCED AND PASSED by the City Council of the City of Conrad on the 6th day of May, 2014.

INTRODUCED AND PASSED by the City Council of the City of Cut Bank on the 19th day of May, 2014.

INTRODUCED AND PASSED by the City Council of the City of Shelby on the 5th day of May, 2014.

APPROVED BY THE CITY COUNCILS of the Cities of Conrad, Cut Bank and Shelby, and approved by the Mayors of said Cities on the dates indicated above.

MAYOR:



City of Conrad



City of Cut Bank



City of Shelby

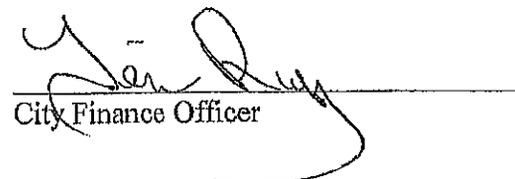
ATTEST:



City Finance Officer



City Clerk-Treasurer



City Finance Officer

EXHIBIT A

AGREEMENT AND AMENDED BYLAWS OF THE TRI-CITY INTERLOCAL EQUIPMENT POOL

The governing bodies of the City of Conrad, the City of Cut Bank, and the City of Shelby, Montana (hereinafter referred to individually as "City" or collectively as "Cities") are desirous of continuing their previous Tri-City Interlocal Equipment Pool (hereinafter referred to as "Interlocal").

ARTICLE I RECITALS

WHEREAS, the purpose of the Interlocal is for the acquisition, maintenance, and operation of major items of machinery which is not practical for any one City to individually purchase and operate, but which may be practical for all of the Cities hereto to collectively purchase and operate; and,

WHEREAS, said governing bodies are desirous of providing the best service and facilities with the lowest possible expenditure of public funds, full cooperation between the Cities is necessary and desirable; and,

WHEREAS, because each City is a separate municipal corporation and none has administrative control over the other, cooperation among the Cities can best be secured through a board on which each is represented; and,

WHEREAS, the Cities are authorized and intend to so act pursuant to §§7-11-101 through 108 M.C.A.;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth on the part of each of the Cities to be kept and performed, the Cities hereby adopt the following Amended Bylaws to govern the Tri-City Interlocal Equipment Pool (hereinafter referred to as "the Interlocal"):

ARTICLE II DEFINITIONS

1. "Agreement" means this Agreement and Amended Bylaws of the Tri-City Interlocal Equipment Pool.
2. "Board of Directors" or "Board" means the governing body of the Interlocal.
3. "City Council" or "Council" means the governing body of each City.
4. "Fiscal Year" means from July 1 to June 30 of the following year.
5. "Quorum" means at least two-thirds (2/3) of the Board members.
6. "Resolution" means a policy or intention of the Board passed by a majority of the Directors forming a quorum. A resolution may be introduced and voted on at one meeting and recorded in the Interlocal minutes.

**ARTICLE III
PURPOSE OF THE INTERLOCAL**

The intent and purpose of the Interlocal is to provide a joint venture to acquire and maintain machinery and equipment which is necessary for use by each of the Cities in their municipal operations by lease, purchase, or otherwise; to provide for the repair and maintenance thereof; to provide a means to control and allocate the use thereof between the Cities; to acquire by lease, purchase or otherwise real property and improvements to store and warehouse the machinery and equipment; to maintain, repair operate and manage said real property and improvements; and to regulate such other problems or matters that normally arise as a result of the joint ownership and use of machinery, equipment, real property and improvements.

**ARTICLE IV
DURATION AND TERM OF AGREEMENT**

1. The Cities shall continue their participation under this Agreement, and their joint ownership of the property upon which this agreement is based, for one (1) year terms commencing on July 1 of each calendar year and expiring on June 30 of each following calendar year.
2. This Agreement shall renew automatically and shall continue thereafter for successive one (1) year terms unless a City withdraws or is expelled under the provisions of this Agreement.

**ARTICLE V
INTERLOCAL IS A CONTRACT**

1. Pursuant to §7-11-108, M.C.A., this Agreement creates the Interlocal by contract between the Cities. It creates no other separate business or entity of any kind.
2. Nothing contained in this agreement, or otherwise, shall constitute the Cities as partners or render them liable as partners or associates.
3. No City shall act as the agent of any of the other Cities to the Interlocal without the express written authorization to act as such agent, and any act by a City as an agent, without proper authorization, will create a separate liability in any City or Cities so acting as to any and all third parties effected thereby.

**ARTICLE VI
LIABILITY AND INSURANCE COVERAGE**

1. The Interlocal shall maintain the following types of insurance coverage with a provider admitted and authorized to write insurance in the State of Montana or an insurance pool authorized to provide coverage under the laws of the State of Montana.
 - a. Liability and errors and omissions for the Interlocal's Board of Directors and officers at a minimum limit of \$750,000 per claim and \$1,500,000 per occurrence written on an occurrence basis.
 - b. Property at a minimum limit sufficient to provide replacement of all equipment, vehicles, and structures.
 - c. Workers compensation for any Interlocal employees, officers, or Directors not otherwise covered by the Cities at a minimum limit as set for under the laws and regulations of the State of Montana.

2. Each City shall maintain the following types of insurance for itself with a provider admitted and authorized to write insurance in the State of Montana or an insurance pool authorized to provide coverage under the laws of the State of Montana.
 - a. Liability and errors and omissions for the City's Council members at a minimum limit of \$750,000 per claim and \$1,500,000 per occurrence written on an occurrence basis.
 - b. Property at a minimum limit sufficient to provide replacement of all Interlocal equipment, vehicles, and structures used or transported by the City's employees or stored on its property.
 - c. Workers compensation for City employees, officers, or Directors that may use or transport Interlocal property at a minimum limit as set for under the laws and regulations of the State of Montana.

3. Each City agrees to indemnify and hold harmless the other Cities from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the City's use, storage, transportation, or custody of Interlocal property.

**ARTICLE VII
AMENDING THIS AGREEMENT**

1. This Agreement may be amended at any time, by mutual agreement, by the City Councils passing a joint resolution to that effect.

2. The Board shall review this Agreement on a periodic basis as needed.

**ARTICLE VIII
FINANCING AND BUDGETING**

1. Financing: To finance the Interlocal and all activities associated thereto, each of the Cities shall, annually, on or before August 15th, contribute to the Interlocal an amount agreed upon by the Cities, but in no event less than \$20,000.00 annually, unless a majority of those present at any regular or special meeting constituting a quorum decide to agree to a lesser contribution.

2. Budgeting: The Board shall annually prepare and submit to each of the Cities, no later than May 15th of each year, a proposed budget covering the anticipated expenditures for the ensuing fiscal year. Monies provided by the Cities shall be deposited in a fund controlled by the Board and paid out in accordance with Board policies.

3. Audits: The Board shall provide for an audit conducted annually in accordance with the principles set forth in Title 2, Chapter 5, M.C.A.

**ARTICLE IX
TERMINATION OF THE INTERLOCAL,
WITHDRAWAL, AND EXPULSION OF A CITY**

1. Termination of Interlocal by Mutual Agreement: At any time in the future, all of the Cities may, by mutual written agreement, terminate this Agreement. To effect such termination, the City Councils shall pass a joint resolution to terminate the Interlocal.

2. Withdrawal by One City: Should a City desire to withdraw as a participant of the Interlocal, such withdrawal shall be made effective at the end of the fiscal year.
 - a. However, to affect such withdrawal, the City desiring to withdraw shall, prior to May 15th of any fiscal year, notify the other Cities of its intention and desire to withdraw.
 - b. Upon withdrawal by a City, the members of the Board appointed by such withdrawing City, including the Mayor thereof, shall cease to be members of said Board.
 - c. In the absence of such notification on or before such date, each City shall be deemed to have agreed to continue its participation in the Interlocal for not less than one (1) ensuing fiscal year.

3. Expulsion for Breach: Any City may be expelled as a member of the Interlocal for the breach of any material term found within this Agreement.
 - a. The City or Cities intending to so expel another City ("breaching City") in the event of such breach shall give the breaching City written notice specifying with particularity the condition, act, omission, or course of conduct asserted to constitute such a material breach.
 - i. The breaching City may not be expelled under this provision if, prior to the Board meeting pursuant to Paragraph 3.b, the breaching City has cured, corrected, or eliminated such material breach.
 - ii. The breaching City shall have cured, corrected, or eliminated such material breach if it has instituted or undertaken steps, which if diligently prosecuted to a conclusion, or reasonably designed to affect a cure, correction or elimination of said specified default or defaults.
 - b. Determining Whether Material Breach Occurred. The Board shall meet at a regular or special meeting at a time no earlier than ten (10) business days after notice to determine whether to expel the breaching City from the Interlocal.
 - i. The Board shall send notice of the date and time of the Board Meeting to the breaching City;
 - ii. A quorum must be present at the Board Meeting to take action.
 - iii. A majority of the quorum present must vote in favor to expel the breaching City to expel the breaching City.
 - c. Definition of Material Breach. For purposes of this provision, a material breach shall be deemed to include, but not be limited to, the following:
 - i. Failure to make the required contributions when such contributions are due;
 - ii. Failure to properly care for the machinery or equipment while such machinery or equipment is in the custody of a particular City;
 - iii. The unauthorized loan, rent, or other disposition of the machinery or equipment, or allowing an entity, not a City to this Agreement, to use said machinery or equipment;
 - iv. Failure to keep and maintain liability, property, and workers compensation insurance as agreed upon by the Board;
 - v. Any other violation of any of the terms of this Agreement to be adopted by the Board, or of the rules and regulations governing the use, management, and maintenance of the machinery and equipment.

ARTICLE X
DISPOSITION OF PROPERTY UPON TERMINATION,
WITHDRAWAL OR EXPULSION

1. Disposition of all Funds, Machinery, and Equipment, Real Property Improvements, and other Assets on Termination: On termination of the Interlocal, all Interlocal property shall be sold, and the proceeds realized from such sale, together with all remaining funds on hand, shall be distributed according to the following order of priority:
 - a. First, to payment of all joint venture expenses, including obligations and debts.
 - b. Second, to the Cities in direct proportion to their contribution to the joint venture.

2. Withdrawal or Expulsion of a City Discouraged. The Cities agree and understand that a withdrawal or expulsion of a City will, in all likelihood, have a devastating effect on the remaining Interlocal Cities, and should therefore be discouraged or avoided.

3. Determining Amount To Be Paid. Upon withdrawal or expulsion of a City, the remaining Cities may purchase from the withdrawing or expelled City, its right, title and interest in and to any machinery, equipment, real property and improvements remaining on hand at the time of such withdrawal or expulsion.
 - a. The amount paid to the withdrawing or expelled City shall be confined solely to its proportionate interest in the depreciated value of the machinery, equipment, and improvements on real property, acquisition cost of the real property, and Interlocal funds on hand less the withdrawing or expelled City's proportionate share of Interlocal indebtedness as specified in Paragraph 3.b of this Article.
 - i. The depreciated value of the capital assets shall be determined by deducting from the acquisition price of each item of machinery equipment and improvements, annually, the maximum amount of depreciation authorized by the Internal Revenue Code for such item of machinery equipment.
 - ii. All funds on hand shall be subject to a proportionate distribution to the withdrawing or expelled City, and the funds thereafter remaining shall remain the property of the Interlocal, and said funds or any portion thereof as may be necessary shall be used to purchase the interest of the withdrawing or expelled City on the terms set forth below.
 - b. In any event, the withdrawing or expelled City's share of sale proceeds or funds on hand shall be subject to an offsetting deduction necessary to retire its proportionate share Interlocal indebtedness outstanding on the effective date of its withdrawal or expulsion, and to the extent said proceeds and/or funds are insufficient, the withdrawing or expelled City shall remain liable for the remainder of its proportionate share of said indebtedness.

4. Payment. Payment to the withdrawing or expelled City for their interest in such property shall be made over a period of ten (10) years in equal, annual principal installments, without any liability for the payment of interest, the first of said ten (10) annual principal payments being due thirty (30) days from and after the effective date of the withdrawal or expulsion date, with a like payment due on each, successive anniversary date. If the 10-year installment purchase provision, set out above, is

determined to be in violation of §7-5-4306 M.C.A. or any other similar statutory provision, then and in that event, the installment purchase provisions shall comply with the applicable statutory provisions in effect at the time of each withdrawal or expulsion.

5. Choice Not to Purchase Share. If the remaining City or Cities do not desire to purchase the withdrawing or expelled City's or Cities' share of Interlocal property, then such property shall be disposed of and the proceeds thereof as well as any funds on hand shall be distributed as provided in Paragraph 1 of this Article, and the Interlocal and this Agreement shall be terminated.
6. Any member City that has real property and improvements of the Interlocal located in its community at the time of termination of the Interlocal shall have, and is hereby given the option to purchase said real property at the Interlocal's actual cost of acquisition thereof and any improvements thereon for its current appraised value.

ARTICLE XI BOARD OF DIRECTORS

1. Composition of Board. There is hereby created an Interlocal Board of Directors to which shall be responsible for the management of the business and affairs of the Interlocal.
 - a. City Representation. Each City shall have three (3) voting Directors on the Board.
 - i. Two (2) of a City's Directors shall be duly elected or appointed city council persons of the City.
 - ii. One (1) of a City's Directors shall be the duly elected or appointed Mayor of the City.
 - b. Length of Terms. The members of the Interlocal Board of Directors shall serve staggered two (2) year terms as follows:
 - i. Each City, at the commencement of its membership, shall appoint one (1) Director for a one (1) fiscal year term and another Director for a two (2) fiscal year term.
 - ii. The Board shall not limit the number of terms a Director may serve.
 - iii. The term of any Mayor as a Director of the Board shall coincide with his or her term as duly elected Mayor of his or her City.
 - c. Certification of Appointment. The City Clerk or City Finance Officer of each of the Cities hereto shall certify as to the appointment of the Directors of their respective Cities.
 - d. Vacancy. Should a Director vacancy exist, the City in which the vacancy exists shall appoint a new member of the council to fill the position and finish the term of appointment.
 - e. Removal of Director. A City may remove a Director at any time.
2. Organization of Board. The Officers of the Board shall be a Chairperson, a Vice Chairperson, and a Secretary/Treasurer, all of whom shall be elected annually by the Board.
 - a. Chairperson. The Chairperson shall call and preside over all meetings and shall be the Chief Executive Officer of the Interlocal.
 - b. Vice Chairperson. The Vice Chairperson shall act in the Chairperson's stead in the event of the Chairperson's absence or inability to act, and shall perform

- such other duties delegated by the Board.
- c. Secretary/Treasurer. The Secretary/Treasurer shall transcribe the minutes of all meetings and shall be the custodian of all Interlocal records, shall be responsible for the receipt and disbursement of all monies, as well as accounting therefor, shall maintain all financial records and inventories for the Interlocal, shall be a bonded official of a City, and shall perform such other duties delegated from time to time by the Board.
3. Finance Officer. The Board shall appoint a Finance Officer who is not a voting member of the Board.
 - a. The Finance Officer shall serve for a four year term.
 - b. The compensation for said Finance Officer shall be determined from time to time by a resolution of the Board of Directors.
 - c. The Finance Officer shall serve under the immediate supervision of the Secretary/Treasurer, shall perform such duties as delegated by the Secretary/Treasurer.
 - d. The Finance Officer shall be a bonded official of a City.
 4. Compensation. Directors shall receive no salary for services on the Board, but actual and necessary expenses incurred while acting under the Board may be reimbursed.
 5. City Superintendent. The City Superintendent of each City shall be encouraged to attend Board meetings for informational purposes, but will not have voting powers.
 6. Periodic and Special Meetings. The Board shall hold meetings periodically and special meetings as needed.
 - a. Organizational Meetings. The Board shall hold an annual organizational meeting each year for the purpose of electing a Chairperson, Vice Chairperson and Secretary/Treasurer.
 - b. Quarterly Meetings. The Board shall hold at least one (1) meeting per calendar quarter.
 - c. Special Meetings. Special meetings may be called by the Chairperson of the Board at any time by giving the Directors reasonable notice.
 7. Procedure of the Board. The Board shall follow these procedures:
 - a. Quorum Must Be Present. The Board can take no action unless at least a quorum of Board members are present.
 - b. Voting By Proxy. A Director may vote by proxy with the consent of all the Directors.
 - c. Parliamentary Rules. The Board shall follow the commonly accepted Rules of Parliamentary Procedure.
 8. Authority and Powers of the Board. The Board shall have the following authority, powers, and responsibilities subject to the limitations set forth in Article XII of this Agreement:
 - a. Acquiring the machinery, equipment, real property and improvements necessary to store and warehouse the same when and as directed by the Cities.
 - b. Proper maintenance and care of said machinery, equipment, real property and improvements.
 - c. Allocating between the Cities the times of the use by each City

- d. Adopt such rules and regulations for the management and operation of the Interlocal as is necessary.
 - e. To perform any and all acts, and to make any and all decisions, reasonably necessary for the accomplishment of the purpose and goals of the Interlocal, including, without being limited to, the power to execute any and all contracts or other documents reasonably necessary for the acquisition of machinery, equipment, real property and improvements as described herein.
 - f. Establish from time to time, by resolution, an executive committee comprised of some number of its members to act on behalf of the Interlocal, specifying its responsibility and authority.
 - g. Authorize, by resolution, any officer or officers to enter into any contract or to execute and deliver any instrument in the name of, and on behalf of, the Interlocal. Such authority may be general or confined to specific instances. In the absence of any specific resolution providing otherwise, the Chairperson and Secretary/Treasurer shall execute any contracts on behalf of the Interlocal.
 - h. By resolution, enter into loans or indebtedness. Such authority may be general or confined to specific instances, and, unless otherwise delegated, the Chairperson and Secretary/Treasurer shall execute any loans, notes or other evidence of indebtedness, as well as security agreements on behalf of the Interlocal.
 - i. By resolution, may authorize other governmental entities to utilize interlocal manpower and equipment for emergency purposes. Charges for the use of manpower and equipment shall be established and reviewed annually by the Board.
9. Checks, Drafts and/or Orders: All checks, drafts and/or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Interlocal shall be co-signed by a mayor of one of the Cities and the Finance Officer or other such officer or officers of the Interlocal and in such manner as shall from time to time otherwise be determined by resolution of the Board of Directors.
10. Deposits: All funds of the Interlocal not otherwise employed shall be deposited from time to time to the credit of the Interlocal in such banks, trust companies, or other depositories as the Board of Directors may select.
11. Legal Counsel. The Board may appoint legal counsel who shall serve for a two year term.

**ARTICLE XII
MANNER OF ACQUIRING, HOLDING
AND DISPOSING OF PERSONAL PROPERTY**

- 1. The Board may acquire, hold, and dispose of property in the manner and as directed by the Cities and from the funds provided by said Cities.
- 2. Title to said property at all times shall be vested in the Interlocal in direct proportion to the contributions made by each of the Cities.
- 3. The Board shall not have authority or power to dispose of or sell any of the personal property purchased by it or being maintained or operated by it, until so directed by the Cities to this Agreement.
- 4. Disposition of property shall be in accordance with Montana law.

ARTICLE XIII
MISCELLANEOUS

1. Disputes -Binding Arbitration. If, during the course of this Agreement, the Cities are unable to agree on any matter with respect to which a decision must be made, or if, on termination, no satisfactory arrangements can be made for the settlement of each City's interest in the Agreement, the dispute or disputes shall be subject to binding arbitration.
 - a. An arbitrator shall be chosen by each City;
 - b. The arbitrators so chosen will then choose an additional number of arbitrators so as to make an odd number of arbitrators. For example, if there are three (3) Cities to this Agreement, then the three arbitrators chosen by the Cities shall choose an additional two (2) arbitrators.
 - c. The arbitrators shall then elect a Chairperson, Vice Chairperson, and Secretary/Treasurer.
 - d. The arbitrators will then decide the matter or matters in dispute, and their decision will be binding on all Cities.

2. Alienation of Interest. No City may sell, transfer, or pledge its interest herein or in any of the personal property, without the written consent of all other Cities hereto. Any alienation or attempted alienation made in violation of this provision will not be recognized and will be void, but shall operate to terminate this Agreement at the option of the remaining Cities.

3. Liability of Directors and Officers. The Directors and Officers shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties pursuant to the Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee, or independent contractor selected with reasonable care.

4. Not Liable for Actions of Others. No Director or Officer shall be responsible for any action taken or omitted by any other Director or Officer. No Director or Officer shall be required to give bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement except as provided in Paragraph 3 of Article XI of this Agreement.

5. Governing Law. All matters pertaining to this Agreement including its interpretation, application, validity, performance, and breach shall be governed by, construed, and enforced in accordance with the laws of the State of Montana.

6. Headings. Headings are inserted for the convenience of the reader only and are not to be considered when interpreting this Agreement.

7. Filing and Recording. This Agreement shall be filed Montana Secretary of State and with the Clerk and Recorder for each county in which each City is located pursuant to §7-11-107, M.C.A.

8. Effective Date of this Agreement and Amended Bylaws. This Agreement and Amended Bylaws shall take effect upon the 24th day of April, 2014.