# **AGENDA**

CITY COUNCIL MEETING CITY OF SHELBY May 2, 2022 6:30 P.M.

# ROLL CALL OF MEMBERS PLEDGE OF ALLEGIANCE

## APPROVAL OF MINUTES

• Regular Council Meeting, 4/18/22 (pgs. 5-8)

### APPEARANCE REQUESTS

- Agenda Items
- Non-Agenda Items

# **CLAIMS REPORT 4/30/22 (pgs. 9-18)**

### **BUILDING INSPECTOR**

• Building Inspector Report, April 2022 (pg. 19)

# **COMMITTEE REPORTS**

- Quarterly Safety Committee & Employee Meeting, 4/20/22 (pg. 20)
- Park & Recreation Committee Meeting Minutes, 4/25/22 (pgs. 21-23)

## CITY ATTORNEY

Resolution No. 2051 re: City of Shelby Wastewater System Preliminary Engineering Report (pg. 24)

# CITY FINANCE OFFICER

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## CITY SUPERINTENDENT

# COMMUNITY DEVELOPMENT DIRECTOR

# OTHER MATTERS

- Dumpster Purchase (pgs. 25-26)
- Kaneff Excavating
- Tri City Interlocal (pgs. 27-36)
- Jet Truck Purchase (pg. 37)
- Rena Petersen, Buy-Sell Agreement
- Triple Tree Task Order #4, Amendment #1

### **ADJOURN**

# CITY OF SHELBY MEETING SCHEDULE

# May 2, 2022

6:00 p.m. Audit Committee

(Mayor, Finance Officer, Clark, Frydenlund, Moritz)

6:30 p.m. Regular City Council Meeting

May 9, 2022

6:30 p.m. City-County Planning Board

(Mayor, Deputy Clerk, Flesch, Clark)

May 16,2022

6:30 p.m. Regular City Council Meeting

May 31, 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, 4/18/22
  - 2. Claims Report, 4/30/22
  - 3. Building Inspector Report, April 2022
  - 4. Quarterly Safety Committee & Employee Meeting, 4/20/22
  - 5. Park & Recreation Committee Meeting Minutes, 4/25/22
  - 6. Resolution No. 2051 re: City of Shelby Wastewater System Preliminary Engineering Report
  - 7. 4/26/22 & 4/27/22 Quotes from SWS Equipment re: Dumpster Purchase
  - 8. Tri-City Interlocal By-Laws
  - 9. Information on 2006 International Workstar 7500
- C. Correspondence
  - 1. 4/20/22 Letter to Cushing Terrell re: City of Shelby~National Register Nomination
  - 2. 4/21/22 Shelby-Toole County Transportation Safety/DUI Task Force Committee Meeting
  - 3. May 2022 Northern Transit Interlocal Newsletter
- 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 April 18, 2022

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

Other citizens present: Ryan Larson, Kurt Kraft, Kurt Campbell (via phone), Rena Petersen (via phone) and Reece Robertson.

#### PLEDGE OF ALLEGIANCE

#### OPEN PUBLIC HEARING

- MCEP Application for the Waste Water System Main Replacement
- The priorities of the waste water system include the following: 1. Lift station back up power for the prison lift station; west entrance (Pamida) lift station; and Dixie lift station; 2. Grinder pumps at the west entrance lift station due to the connection of the Marias Health Care Clinic facility; 3. Upgrades at the wastewater treatment facility to include a flow meter; 4. Phase I collection system priorities in area with the oldest collection lines as outlined in the attached maps.

The environmental review of the project has been completed with environmental letters received indicating no significant impact anticipated for the projects outlined. The project priority will not dictate a rate increase for the sewer system.

 Notice to Abate Dangerous Building - Kurt Campbell LLC, 706 Birch Ave.

Kurt stated the trailer has been sold and will be moved soon. After the trailer is removed Kurt will work on demolition of other structures on the site. Kurt will call in May  $16^{\rm th}$  to provide a status update.

FLESCH MADE A MOTION TO EXTEND THE HEARING TO THE MAY 16 MEETING. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET,

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FLESCH, MORITZ, FRYDENLUND, YARN. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

Notice to Abate Dangerous Building - Marlin Schmidt, 1023
 Cedar Ave
 KIMMET MADE A MOTION TO ABATE AND DEMOLISH THE BUILDING.
 SECONDED BY FRYDENLUND. VOTE AYES - CLARK, KIMMET, FLESCH,
 MORITZ, FRYDENLUND, YARN. NOES - NONE. ABSENT - NONE.
 ABSTAIN - NONE.

# REGULAR MEETING MINUTES 4/4/2022

FLESCH MADE A MOTION TO APPROVE THE 4/4/2022 MINUTES. SECONDED BY MORITZ. VOTE AYES - CLARK, KIMMET, FLESCH, MORITZ, FRYDENLUND, YARN. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

### APPEARANCE REQUESTS

- Agenda Items Reece Robertson and Rena Petersen regarding the status of dangerous building.
- Non-Agenda Items Kurt Kraft regarding parking ordinances, zoning and abandoned vehicles.

# CLOSE PUBLIC HEARING

Mayor McDermott closed the public hearing at 7:44pm.

### Committee Reports

- Ryan Larson provided an update on the sheriff's department.
- Minutes of City-County Planning Board 4/11/2022

## BUILDING INSPECTOR

Rob provided an update on projects he is working on.

### CITY ATTORNEY

- Resolution No. 2049 re: Accept the Determination that a
   Categorical Exclusion is Appropriate for the City of Shelby
   Waste Water Collection System Improvement Project.
   CLARK MADE A MOTION TO APPROVE RESOLUTION NO. 2049.
   SECONDED BY MORITZ. VOTE AYES CLARK, KIMMET, FLESCH,
   MORITZ, FRYDENLUND, YARN. NOES NONE. ABSENT NONE.
   ABSTAIN NONE.
- Resolution No. 2050 re: Authorize Submission of MCEP Application Waste Water Improvements

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FLESCH MADE A MOTION TO APPROVE RESOLUTION NO. 2050. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FLESCH, MORITZ, FRYDENLUND, YARN. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

### CITY FINANCE OFFICER

- 1. <u>City Judge's Report</u>, 3/31/2022
- 2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, 3/31/2022

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

### CITY SUPERINTENDENT

Matthew provided an update of current projects and upcoming projects.

### COMMUNITY DEVELOPMENT DIRECTOR

Lorette provided notes as a handout.

### OTHER MATTERS

- 1. CDBG Housing Bids
  - MORITZ MADE A MOTION TO APPROVE THE BIDS TOTALING \$231,479. SECONDED BY CLARK. VOTE AYES CLARK, KIMMET, FLESCH, MORITZ, FRYDENLUND, YARN. NOES NONE. ABSENT NONE. ABSTAIN NONE.
- 2. Rena Petersen, 341 7th Ave South
  MORITZ MADE A MOTION TO PROCEED WITH DEMOLITION. SECONDED
  BY KIMMET. VOTE AYES CLARK, KIMMET, FLESCH, MORITZ,
  FRYDENLUND, YARN. NOES NONE. ABSENT NONE. ABSTAIN NONE.
- 3. Health Insurance Increase

FLESCH MADE A MOTION TO APPROVE THE \$44/MONTH INCREASE. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FLESCH, MORITZ, FRYDENLUND, YARN. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

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## ADJOURN

AT 8:45 P.M. KIMMET MADE A MOTION TO ADJOURN THE MEETING.
SECONDED BY FLESCH. VOTE AYES - CLARK, KIMMET, FLESCH, MORITZ,
FRYDENLUND, YARN. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

GARY MCDERMOTT, MAYOR

ATTEST:

JADE GOROSKI, FINANCE OFFICER

04/28/22 14:41:26

CITY OF SHELBY
Claim Details
For the Accounting Period: 4/22

Page: 1 of 10 Report ID: AP100

Claim			Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Check	Invoice	#/Inv Date/Description	Line \$		PO #	Fund	Org Acct	Object Proj	
210708		00343 EN	ERGY LABORATORIES INC	707.00						
1	463988		agoon Effluent	117.00			5310	420500		
2			agoon Influent/Effluent	250.00			5310		300	101000
3			agoon Effluent	170.00			5310		300	101000
4			agoon Effluent	170.00			5310		300 300	101000 101000
10709	-98205E	00144 PO	STMASTER	174.98						
1	329 04/0	01/22 Post	age/Stamps	43.73			1000	410550	300	101000
2	329 04/0	01/22 Post	age/Stamps	43.75			5210	430570	310	101000
3	329 04/0	01/22 Post	age/Stamps	43.75			5310	430670	310	101000
4	329 04/0	01/22 Post	age/Stamps	43.75			5410	430870	310	101000
210710		01137 AQ	JA TECH LABORATORY	92.00						
1	36171 04	1/06/22 Mo	nthly Coliform Water Testing	92.00*			5210	430500	300	101000
10711	-98204E	01486 USI	DA RURAL DEVELOPMENT	1,603.00						
1	04/05/2	22 Fire Hai	ll Improvement Loan	774.46			1000	490527	610	101000
2	04/05/2	22 Fire Hal	ll Improvement Loan Int	828.54*			1000	490527	620	101000
12	28421S	00144 POS	STMASTER	358.12						
1	04/25/2	2 4/22 UB	Postage	119.38			5210	430570	310	101000
2		2 4/22 UB		119.37			5310	430670	310	101000
3	04/25/2	2 4/22 UB	Postage	119.37			5410	430870	310	101000
10713		00043 SHE	LBY GAS ASSOCIATION	2,990.80						
1	04/25/2	2 4/22 Gas	Bi11	79.70			1000	411200	343	101000
2	04/25/2	2 4/22 Gas	Bill	463.35			1000	420400	343	101000
3		2 4/22 Gas		463.35			1000	420401	343	101000
4		2 4/22 Gas		632.00			1000	460445	343	101000
5		2 4/22 Gas		143.40			1000	460442	343	101000
6		2 4/22 Gas		115.40			5410	430840	343	101000
7		2 4/22 Gas		167.78			1.000	430200	343	101000
8		2 4/22 Gas		167.78			5210	430500	343	101000
9		2 4/22 Gas		167.78			5310	430600	343	101000
10		2 4/22 Gas		167.76			5410	430830	343	101000
11		2 4/22 Gas		37.43			1000	411202	343	101000
12		2 4/22 Gas		37.43			5210	430520	343	101000
13		2 4/22 Gas		37.43			5310	430620	343	101000
		2 4/22 Gas		37.41			5410	430820	343	101000
15		2 4/22 Gas		9.00			5210	430500	343	101000
16	04/25/22	2 4/22 Gas	Bill	263.80			1000	460465	343	101000

CITY OF SHELBY
Claim Details
For the Accounting Period: 4/22

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	# F1	ınd Org	Acct	Object Proj	Cash Account
210714		01851 CT CLEANING	1,200.00						
1		4/22 Janitorial Service	75.00		1.0	000	411202	390	101000
2		4/22 Janitorial Service	75.00			210	430520		101000
3		4/22 Janitorial Service	75.00			310	430620		101000
4		4/22 Janitorial Service	75.00			110	430820		101000
5	-	4/22 CC Janitorial Service	900.00		10	000	460442	300	101000
210715		02368 OPTUM FINANCIAL INC	25.50						
1	1303954 0	4/12/22 HSA Service Fee	6.38		10	000	410550	300	101000
2	1303954 0	4/12/22 HSA Service Fee	6.38		52	210	430570	300	101000
3	1303954 0	4/12/22 HSA Service Fee	6.37		53	310	430670	300	101000
4	1303954 0	4/12/22 HSA Service Fee	6.37		54	110	430870	300	101000
210716		00039 PETTY CASHIER	215.00						
1	2928 04/0	6/22 Barnes Postage Reimbursement	15.00*			210	430500		101000
2	2929 04/2	8/22 TC C&R Subdivision Review Fee	200.00*		10	000	470270	300	101000
210717		01285 HUNT, WILLIAM E JR	6,335.29						
1	04/26/22	4/22 Legal Services	1,535.55			000	411100		10100∩
2	04/26/22	4/22 Legal Services	1,535.56			210	430513		1010
3	04/26/22	4/22 Legal Services	1,535.56			310	430613		10100∪
4	04/26/22	4/22 Legal Services	1,535.56			110	430813		101000
5	04/26/22	4/22 Expenses	48.26			000	411100		101000
6	04/26/22	4/22 Expenses	48.26			210	430513		101000
7	04/26/22	4/22 Expenses	48.27			310	430613		101000
8	04/26/22	4/22 Expenses	48.27		5	110	430813	350	101000
210718		01862 MOUNTAIN ALARM	38.50						
1	2784052 0	5/01/22 5/22 Fire Alarm Monitoring	38.50		10	000	420401	300	101000
210719		01137 AQUA TECH LABORATORY	23.00						
1	36172 04/	07/22 DWI Monthly Water Test	23.00*		5	210	430500	300	101000
210720		02563 DPHHS-LABORATORY	24.00				400-00		10107
1	32060 03/	31/22 NCMRWA Water Samples	24,00*		52	210	430500	300	101000
210721		02578 GOOD SPORTSMAN	20.00						404807
1	04/19/22	Monthly Trail Camera Photos	20.00		5:	310	430600	300	101000

04/28/22 14:41:26

CITY OF SHELBY
Claim Details
For the Accounting Period: 4/22

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Claim		Vendor #/Name/	Document \$/ Disc \$					Cash
Line #	Check	Invoice #/Inv Date/Description	Line \$	PO #	Fund Org	Acct	Object Proj	Account
210722		01137 AQUA TECH LABORATORY	23.00					
1	36189 04	/06/22 NCMRWA Monthly Water Test	23.00*		5210	430500	300	101000
210723	-98203E	02499 DISH	131.07					
1	04/11/2	2 Monthly TV at Civic Center	131.07		1000	460442	300	101000
210724	28420S	02468 T-MOBILE	198,44					
1	04/10/22	2 Mobile Charge	25.95		1000	420500	344	101000
2	04/10/22	2 Mobile Charge	47.32		1000	411050	344	101000
3	04/10/22	2 Mobile Charge	47.32		1000	440600	344	101000
4	04/10/22	2 Mobile Charge	19.46		1000	430200	344	101000
5	04/10/22	2 Mobile Charge	19.46		5210	430500	344	101000
6	04/10/22	2 Mobile Charge	19.47		5310	430600	344	101000
7	04/10/22	2 Mobile Charge	19.46		5410	430840	344	101000
210725		00048 TOOLE COUNTY CLERK & RECORDER	52,451.06					
1	03/31/22	City Judge/Sec Wages	2,328.68		1000	410360	100	101000
2	03/31/22	City Judge/Sec Medicare	31.00		1000	410360	142	101000
3	03/31/22	City Judge/Sec SS	132.55		1000	410360	141	101000
	03/31/22	City Judge/Sec Unemploy Ins	4.01		1000	410360	145	101000
5	03/31/22	City Judge/Sec Workers Comp	14.38		1000	410360	146	101000
6	03/31/22	City Judge/Sec PERS	206.56		1000	410360	143	101000
7	03/31/22	City Judge Health Insurance	442.38		1000	410360	147	101000
8	03/31/22	City Judge Supplies	95.82		1000	410360	200	101000
9	03/31/22	City Judge Phone	20.68		1000	410360	344	101000
10	03/31/22	City Judge Travel & Education	75.00*		1000	410360	370	101000
11	03/31/22	Law Enforcement	34,370.00		1000	420000	300	101000
1.2	03/31/22	Law Enforcement	4,910.00		5210	420100	300	101000
13	03/31/22	Law Enforcement	4,910.00		5310	420100	300	101000
14	03/31/22	Law Enforcement	4,910.00		5410	420100	300	101000
210726		00026 MARIAS RIVER ELECTRIC COOP INC	10,950.87					
1	04/25/22	4/22 Electric Bill	129.46		1000	411200	342	101000
2	04/25/22	4/22 Electric Bill	198.18		1000	420400	342	101000
3	04/25/22	4/22 Electric Bill	198.17		1000	420401	342	101000
4	04/25/22	4/22 Electric Bill	42.73		1000	411202	342	101000
5	04/25/22	4/22 Electric Bill	42.73		5210	430520	342	101000
6	04/25/22	4/22 Electric Bill	42.73		5310	430620	342	101000
7	04/25/22	4/22 Electric Bill	42.72		5410	430820	342	101000
8	04/25/22	4/22 Electric Bill	62.49		1000	430200	342	101000
9	04/25/22	4/22 Electric Bill	62.49		5210	430500	342	101000
10	04/25/22	4/22 Electric Bill	62.49		5310	430600	342	101000
11	04/25/22	4/22 Electric Bill	62.47			430830	342	101000
12		4/22 Electric Bill	51.52		1000	440600		* 0 T O O O

CITY OF SHELBY
Claim Details
For the Accounting Period: 4/22

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Claim		Vendor #/Name/	Document \$/ Disc \$					Cash
Line #	Check Inv	oice #/Inv Date/Description	Line \$	PO #	Fund Or	J Acct	Object Proj	Account
13	04/25/22 4/	22 Electric Bill	51.51		1000	460430	342	101000
14	04/25/22 4/	22 Electric Bill	99.42		1000	460465	342	101000
15	04/25/22 4/	22 Electric Bill	54.51		1000	460439	342	101000
16	04/25/22 4/	22 Electric Bill	831.00		1000	460442	342	101000
17	04/25/22 4/	22 Electric Bill	56.11		1000	460445	342	101000
18	04/25/22 4/	22 Electric Bill	3,881.08		2400	430263	342	101.000
19	04/25/22 4/	22 Electric Bill	4,199.70		5210	430500	342	101000
20	04/25/22 4/	22 Electric Bill	719.95		5310	430600	342	101000
21	04/25/22 4/	22 Electric Bill	36,91		5410	430840	342	101000
22	04/25/22 4/	22 Electric Bill	22.50		1000	460430	342	101000
210727	013	88 3 RIVERS COMMUNICATIONS INC	847.12					
1	04/01/22 4/	22 Phone Bill	19.82		1000	420500	344	101000
2	04/01/22 4/	22 Phone Bill	43.22*		1000	410550	344	101000
3	04/01/22 4/	22 Phone Bill	43.22*		5210	430570	344	101000
4	04/01/22 4/	22 Phone Bill	43.22*		5310	430670	344	101000
5	04/01/22 4/	22 Phone Bill	43.22*		5410	430870	344	101000
6	04/01/22 4/	22 Phone Bill	18.23		1000	430200	344	101000
7	04/01/22 4/	22 Phone Bill	18.23		5210	430500	344	101000
8	04/01/22 4/	22 Phone Bill	18.23		5310	430600	344	101000
9	04/01/22 4/	22 Phone Bill	18.23		5410	430830	344	1010
10	04/01/22 4/	22 Phone Bill	170.67		1000	460442	344	101000
11	04/01/22 4/	22 Phone Bill	67.96		1000	420400	344	101000
12	04/01/22 4/	22 Phone Bill	67.95		1000	420401	344	101000
13	04/01/22 4/	22 Phone Bill	7.63*		1000	410200	344	101000
14	04/01/22 4/	22 Phone Bill	7.63*		5210	430512	344	101000
15	04/01/22 4/	22 Phone Bill	7.63*		5310	430612	344	101000
16	04/01/22 4/	22 Phone Bill	7.63*		5410	430812	344	101000
17	04/01/22 4/	22 Phone Bill	45.93*		1000	460445	344	101000
18	04/01/22 4/	22 Phone Bill	133.58		5310	430600	344	101000
19	04/01/22 4/	22 Phone Bill	32.44		5210	430500	344	101000
20	04/01/22 4/	22 Phone Bill	32.45		5210	430500	344	101000
210728	003	09 PREFERRED OFFICE EQUIPMENT	450.05					
1	41098 04/15/	22 4/22 Maintenance/Copies	66.88		1000	411050	300	101000
2	41098 04/15/	22 4/22 Maintenance/Copies	66.88		1000	410550	300	101000
3	41098 04/15/	22 4/22 Maintenance/Copies	66.89		5210	430570	300	101000
4	41098 04/15/	22 4/22 Maintenance/Copies	66.88		5310	430670	300	101000
5	41098 04/15/	22 4/22 Maintenance/Copies	66.88		5410	430870	300	101000
6	41088 04/15/	22 4/22 Maintenance/Copies Shop	10.08		1000	430200	300	101000
7	41088 04/15/	22 4/22 Maintenance/Copies Shop	10.07*		5210	430500	300	101000
8	41088 04/15/	22 4/22 Maintenance/Copies Shop	10.08		5310	430600	300	101000
9	41088 04/15/	22 4/22 Maintenance/Copies Shop	10.08		5410	430840	300	101000
10	41088 04/15/	22 4/22 Maintenance/Copies Shop	10.08*		1000	420500	300	101000
						460442		101000

04/28/22 14:41:26

CITY OF SHELBY
Claim Details
For the Accounting Period: 4/22

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 $^{\star}$  ... Over spent expenditure

Claim		Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object Proj	Account
210729		00119 SHELBY VOLUNTEER FIRE DEPT	2,217.00						
1	04/05/2	22 RFD Officer/Men 1/22-3/22	1,383.00			1000	420401	300	101000
2	04/05/2	2 CFD Officer/Men 1/22-3/22	234.00			1000	420400		101000
3	04/05/2	2 CFD Treasurer Wage 1/22-3/22	300.00			1000	420400		101000
4	04/05/2	2 CFD Secretary Wage 1/22-3/22	300.00			1000	420400		101000
210730		02334 BEN TAYLOR INC.	195.10						
1	733929 0	3/09/22 RFD Oil	195.10*		33726	1000	420401	200	101000
210731		999998 HUNTER O BARNES	111.00						
Build	ing Codes	Education Conference - Helena, MT 3.	/28-3/31/22						
1	04/05/2	2 Meals Barnes	111.00*			1000	420500	370	101000
210732		02335 CINTAS CORPORATION	110.94						
1	50997587	28,03/15/22 Restock Medicine Cabinet :	27.73			1000	430200	200	101000
2	50997587	28 03/15/22 Restock Medicine Cabinet S	27.74			5210	430500	200	101000
3	50997587	28 03/15/22 Restock Medicine Cabinet S	27.74*			5310	430600	200	101000
4	50997587	28 03/15/22 Restock Medicine Cabinet S	27.73			5410	430840	200	101000
/33	284198	02586 DIS TECHNOLOGIES	870.00						
1	9357 04/	05/22 Monthly Managed Services	126.88			1000	410550	300	101000
2	9357 04/	05/22 Monthly Managed Services	126.88			5210	430570	300	101000
3	9357 04/	05/22 Monthly Managed Services	126.87			5310	430670	300	101000
4	9357 04/	05/22 Monthly Managed Services	126.87			5410	430870	300	101000
5	9357 04/	05/22 Monthly Managed Services	72.50			1000	411050	300	101000
6	9357 04/	05/22 Monthly Managed Services	72.50			1000	460442	300	101000
7	9357 04/	05/22 Monthly Managed Services	54.37		•	1000	430200	300	101000
8	9357 04/	05/22 Monthly Managed Services	54.37*			5210	430500	300	101000
9	9357 04/0	05/22 Monthly Managed Services	54.38			5310	430600	300	101000
10	9357 04/0	05/22 Monthly Managed Services	54.38			5410	430830	300	101000
210734		01946 ALL SEASON HEATING & AIR	146.50						
1	43674 04,	/04/22 Tankless Water Heater Filter	46.50			1000	460442	200	101000
2	43794 04	/21/22 Service Unit Heater	100.00		33392	1000	460442	300	101000
210735		00117 QUILL CORPORATION	335.39						
1	24314630	04/06/22 Sharp Calculator/Ribbon	17.61		33770	1000	410550	200	101000
2	24314630	04/06/22 Sharp Calculator/Ribbon	17.62		33770	5210	430570	200	101000
3	24314630	04/06/22 Sharp Calculator/Ribbon	17.62		33770	5310	430670	200	101000
		04/06/22 Sharp Calculator/Ribbon	17.61		33770	5410	430870	200	101000
5	24440206	04/12/22 Storage Boxes/Coffee	27,24		33771	1000	410550	200	101000
6	24440206	04/12/22 Storage Boxes/Coffee	27.24		33771	5210	430570	200	101000
7	24440206	04/12/22 Storage Boxes/Coffee	27.24		33771	5310	430670	200	101000
8	24440206	04/12/22 Storage Boxes/Coffee	27.24		33771	5410	430870	200	101000

CITY OF SHELBY
Claim Details
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Claim	Vendor #/Name/	Document \$/ Disc \$					Cash
	Check Invoice #/Inv Date/Description	Line \$	PO #	Fund 0	rg Acct	Object Proj	Account
9	24773825 04/27/22 Virex	103.98		1000	460442	200	101000
10	24773825 04/27/22 Virex	12.99		1000	411202	200	101000
11	24773825 04/27/22 Virex	13,00*		5210	430520	200	101000
12	24773825 04/27/22 Virex	13.00		5310	430620	200	101000
13	24773825 04/27/22 Virex	13.00		5410	430820	200	101000
210736	00088 CARQUEST AUTO PARTS	436.93	•				
1	2567336426 03/02/22 RFD Battery/Battery Mtnr	379.97*	33728	1000	420401		1.01000
2	2567336503 03/03/22 RFD Seat Covers	37.49*	33728	1000	420401		1.01000
3	2567337581 03/27/22 RFD Fuel Filters	19.47*	33728	1000	420401	200	101000
210737	02045 NAPA AUTO PARTS	204.95					
1	169962 03/02/22 RFD Filters	40.10*	33727	1000	420401		101000
2	170303 03/08/22 RFD Filters	20.86*	33727	1000	420401		101000
3	171427 03/28/22 RFD Battery	143.99*	33727	1000	420401	200	101000
210738		30.00					
James 3	#9095 5R2201454 04/02/22 Drinking Water Renewal Ja	me 30.00*		5210	430500	300	101000
	3K2201434 VI, 6E, 22 221.King Mass2 News-111						
210739	01805 SYSTEMS	47.50				-	2.
1	42348 04/08/22 0365 Licenses	9.50		1000	410550		101000
2	42348 04/08/22 0365 Licenses	9.50		5210	430570		101000
3	42348 04/08/22 0365 Licenses	9.50		5310	430670		101000
4	42348 04/08/22 0365 Licenses	9.50		5410	430870		101000
5	42348 04/08/22 0365 Licenses	9.50		1000	411050	300	101000
210740	02595 PONDEROSA PUBLICATIONS LLC	158.40					
. 1	1859 04/07/22 Animal Control Officer Ad	42.00		1000	440600		101000
2	1859 04/07/22 Pool Manager Ad	36.40		1000	460445		101000
3	1859 04/07/22 Lifeguard Ad	28,00		1000	460445		101000
4	LE1501 04/07/22 HCH Paint Bid	26.00		1000	411200		101000
5	LE1050 04/07/22 MCEP Grant Waste Water	26.00		5310	430600	300	101000
210741	01562 U.F.I. SANITATION SERVICES, I	INC 13.00					
1	32218 04/11/22 Portable at Baseball Field	179.00		1000	460439		101000
2	04/11/22 Credit	-166.00		1000	460439	300	101000
210742	01095 PETTY CASHIER-PUBLIC WORKS	51.95					
1	2965 01/12/22 Postage	9.90		5310	430600		101000
2	2966 01/25/22 Postage	9.05		5310	430600		101000
3	2967 02/02/22 Postage	18.20		5310	430600		101000
4	2968 03/02/22 Postage	14.80		5310	430600	300	101000

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Claim Line #	Check In	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org	Acct	Object Proj	Cash Account
						-			
210743		596 RIEDL, PATRICK	3,350.00						
1	04/08/22 T	ree Removal at Bitterroot	3,350.00*			1000	460430	300	101000
210744	02	597 ACP INTERNATIONAL/SA-SO	495.82						
1	S22-0766 04	/18/22 CFD(2)18"LED Stop/Slow Paddl	495.82			1000	420400	200	101000
210745	02	069 NATIONAL LAUNDRY CO	95.09						
1	61733 04/13	/22 Red Shop Towels	23.77			1000	430200	300	101000
2	61733 04/13	/22 Red Shop Towels	23.78*			5210	430500		101000
3	61733 04/13	/22 Red Shop Towels	23,77			5310	430600		101000
4	61733 04/13	/22 Red Shop Towels	23.77			5410	430840		101000
210746	01	866 SHELBY FAINT AND HARDWARE	599.03						
1	15674 04/13	/22 Sanding Block/Sandpaper	12.98		33389	1000	460442	200	101000
2	15528 04/19	/22 Sandpaper	3.39		33393	1000	460442		101000
3	73258 04/14	/22 Marking Paint	13.98		33901	1000	430200		101000
4	72916 04/05	/22 Safety Walk	104.99		33901	1000	460442		101000
5	72910 04/04	/22 Padlocks/Keys	54.91		33901	1000	460442	200	101000
6	73277 04/19	/22 Chain Saw	189.99*		33901	1000	460430	200	101000
	72928 04/06	/22 Tee/Coupler	9.87*		33901	1000	460430	200	101000
8	72952 03/30	/22 Trufuel/Gas Can	34.98*		33901	1000	460430	200	101000
9	73271 04/18	/22 Paint/Bathroom Faucet	142.97		33901	1000	460445	200	101000
10	72959 03/31,	/22 Taping Knife/Drywall Kit	30.97		33901	1000	460445		101000
210747	025	551 TRIPLE TREE ENGINEERING INC	2,490.00						
1	21-1-009 04	/12/22 Rail Safety	2,490.00			1000	470120	790	101000
210748	000	034 NORMONT EQUIPMENT CO	1,120.00						
1	27188 04/14/	/22 EZ Street Cold Patch Asphalt	1,120.00			2500	430200	400	101000
210749	020	034 MDS SUPPLY INC	1,775.00						
1	337581 04/06	5/22 3" Honda Gas Trash Pump	1,775.00		33897	5210	430500	200	101000
210750	005	525 CARROT-TOP INDUSTRIES INC	2,061.79						
1	104296 04/06	5/22 (12)Bannerflex Bracket Sets	2,061.79		33895	1000	430200	200	101000
10751	013	06 GRAINGER	457.96						
1	9268095230 (	4/05/22 (2) Hand Winch	457.96		33894	5410	430840	200	101000

CITY OF SHELBY
Claim Details
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Claim Line #	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org	Acct	Object Pro	Cash j Account
210752		01438 BA	RRY DAMSCHEN CONSULTING LLC	2,225.00						
1	1 04/04/	22 1/22-3	/22 Consult & Monitor	2,225.00			5410	430840	350	101000
210753		01131 TR	IANGLE ENGINEERING	2,500.00						
Block	101, Lot	s 11-20 S	helby Heights Addition							
1	02867 04	/19/22 1/	2 Survey Work Shelby Heights	2,500.00*			1000	470270	300	101000
210754		01131 TR	IANGLE ENGINEERING	2,500.00						
Block	101, Lot	s 11-20 S	helby Heights Addition							
1	02867 04	l/19/22 Ba	lance Survey Work Shelby	2,500.00*			1000	470270	300	101000
210755		01780 MO	NTANA BROOM & BRUSH	262.81						
1	1549558	04/20/22	Towel Multifold	59.06		33390	1000	460442	200	101000
2	1549911	04/20/22	Roll Towel/Clario Foam/Comet	164.41		33391	1000	460442	200	101000
3	1549774	04/20/22	Liners	39.34*			1000	460430	200	101000
210756		999998 ЈА	DE M GOROSKI	26.91						
Tri C	ity Inter	local - C	ut Bank, MT							
1	04/23/2	2 Mileage	Goroski	6.72			1000	410550	370	101000
2		2 Mileage		6.73	•		5210	430570	370	1010
3		2 Mileage		6.73			5310	430670	370	101000
4	04/23/2	22 Mileage	Goroski	6.73			5410	430870	370	101000
210757		00091 CL	IFF'S TOWING	100.00						
1	7483 04/	27/22 Tow	Red Honda	100.00*		33311	1000	420500	300	101000
210758		02486 MA	RIAS RIVER CONTRACTING LLC	3,500.00						
1	1092 04/	26/22 Con	crete Forms for Vault	3,500.00			5310	430601	900	101000
210759		00653 GR	EAT WEST ENGINEERING	1,366.00						
1	26187 04	/25/22 Bi	tterroot School Demo Grant	1,366.00			1000	411050	300	101000
210760		00653 GR	EAT WEST ENGINEERING	9,834.08						
1	26188 04	/25/22 Wa	stewater PER	9,834.08*			5310	430600	350	101000
210761		00653 GR	EAT WEST ENGINEERING	17,272.50						
1	26189 04	/25/22 St	orm Water South Side	17,272.50			5720	430246	950 221	88 101000
210762		00653 GR	EAT WEST ENGINEERING	24,619.75						
1	26190 04	/25/22 Ai	rport Tank Transmission Main	24,619.75			5210	430501	950 22	36 <b>10</b> 1000

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CITY OF SHELBY
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For the Accounting Period: 4/22

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/	Disc \$	PO #	Fund Or	g Acet	Object Proj	Cash Account
210763		02045 NAPA AUTO PARTS	91.74						
1	171152	03/23/22 Oil Filter	11.89		33899	1000	430200	200	101000
2	172348	04/12/22 Radiator Stop Leak	9.98		33899	1000	430200		101000
3	172731	04/19/22 Washer Fluid	14.94		33899	5410	430840	200	101000
4	172744	04/19/22 Shop Towels/Cleaner	39.36		33899	1000	430200	200	101000
5	173078	04/25/22 Pliers	10.58		33899	1000	430200	200	101000
6	172178	04/08/22 Armor All	4.99		33899	1000	430200	200	101000
210764		00088 CARQUEST AUTO PARTS	45.21						
1	2567338	570 04/20/22 RTV Ult Blk Hi Temp	8.27		33898	1000	430200	200	101000
2	2567338	546 04/20/22 Cable Ties	36.94		33898	1000	430200	200	101000
210765		02334 BEN TAYLOR INC.	357.50		,				
1	736009	04/19/22 Kerosene	357.50		33900	1000	430200	200	101000
210766		01862 MOUNTAIN ALARM	33.00						
1	2780209	05/01/22 Access Control 5/1/22-7/31/	22 33.00			5410	430840	300	101000
		# of Claims 59 I	otal: 160,966.65						
		Total Electronic Cla	ims 1,929.05	Total No	on-Electronic	Claims	159037	. 60	

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Fund Summary for Claims
For the Accounting Period: 4/22

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Fund/Account		Amount	 	<u>.</u>
1000 GENERAL				
101000 Cash-Operating		\$67,378.72		
2400 STREET LIGHTING DISTRICT NO. 35				
101000 Cash-Operating		\$3,881.08		
2500 STREET MAINTENANCE DISTRICT NO. 1				
101000 Cash-Operating		\$1,120.00		
5210 WATER UTILITY				
101000 Cash-Operating		\$38,396.46		
5310 SEWER UTILITY				
101000 Cash-Operating		\$22,513.67		
6410 SOLID WASTE UTILITY				
101000 Cash-Operating		\$10,404.22		
5720 STORM DRAINAGE				
101000 Cash-Operating		\$17,272.50		
	Total:	\$160,966.65		

# Building Inspector Report April 2022

Permit	Date	Zone	A CONTRACTOR OF THE PARTY OF TH	Addition	Block		Address	Permit For	Evaluation	FEE
4441	4/25/2022	LDR	Valerie Pawlik	Aronow 1st	2	15	816 Marias Ave	zoning-fence	NA	24.0
-			•							-
	**	L	· · · · · · · · · · · · · · · · · · ·		1					1 1
İ	74				1	i				
İ							į .		-11	
			33,450					Name of the Control o	0.00 m	
	4.								\$ -	\$ 24.0
1	Permits	issue	ed this Month						Job	TOTALS

Evaluation Totals

FISCAL YTE	T C	OTALS
Number of Permits		9
Permit Fees	\$	5,066.00
Total Job Values	\$	641,000.00

# QUARTERLY SAFETY COMMITTEE & EMPLOYEE MEETING

April 20, 2022 10:00 a.m.

Present: Mayor Gary McDermott, Council Member Bill Moritz; <u>City Hall</u> - Lorette Carter, Sarah Clary, Jade Goroski, Tammy Pederson, Lori Stratton; <u>Public Works</u> - Hunter Barnes, Jody Evans, Lance Hoover, Matthew James, Colton Lampert, Alex Stratton and Rob Tasker.

The minutes from the last meeting were reviewed.

Discussion was held on the following items:

- Need to have spare parts & pipe for repairs to the NCRWA water lines.
- Need Highline Communications to check the radio base at City Hall as the talking is coming from the supply closet and not the radio itself.
- Need to set up 1<sup>st</sup> Aide, CPR and AED training with Logan Health.
- Could use a portable work light for water breaks after dark.
- Need to complete the 2-way radio system to Williamson Park.

The next meeting will be held Wednesday, May 18, 2022 @ 10:00 a.m. at City Hall.

Meeting adjourned at 10:15 a.m.

Reported by Tammy Pederson

# SHELBY PARKS & REC MEETING April 25, 2022

In attendance: Gary McDermott, Pat Frydenlund, Jennifer Hayes, Pool Manager and Lorette Carter, reporting.

#### **Civic Center:**

Jessi was unable to attend, but reported the following:

April was a good month! Classes have been showing some great numbers. Coming into May High Fitness and Circuit Training will be taking a summer break starting in June. In replacement, Hali Richmond from Sunburst asked to teach a Tuesday night HIIT class, that's kind of between High Fitness and Circuit Training. This class will only be offered for the summer. Tai Chi class is going to be moving her Wednesday 10 a.m. class to Thursday at 9:30 am starting on the 5<sup>th</sup>.

Principal Smith is having a Shelby Elementary Fun & Field Day, where Jessi will have a table set up for the sale of swim passes and civic center passes. Jessi will also have flyers available with what the Civic Center has to offer. (Lorette will also prepare a swimming pool schedule to hand out as well)

The Civic Center will have the Fantastic Show which will be here May 18<sup>th</sup> and doing two shows that night. If anyone is interested, Jessi did post information on the City Facebook page on how to buy tickets.

The city workers did come over and put the traction strips down on all the stairs in the gym area. Jess also had a community service worker that has sanded some of the door ways to begin painting them.

The next blood draw will not be until June 2nd.

### **City Facilities:**

Roadrunner Recreation Trail/Mountain Bike Trail: The mountain bike trail signs and access signs will be installed as soon as Rob has the time. A brochure box has been installed in Lake Shel-oole Campground. Trail brochures have been sent to Scheels and The Knicker Biker Store in Great Falls. Plans are still in the works for RIDE THE HILLS Kick Off Event ~ The Hills Mountain Bike Trail: The plan, once the trail signs are up and trail gets packed down a bit better, is to hold a grand opening/kick-off event for the new mountain bike trail.

**Krysko Skate Park/Meadowlark Park:** The city continues to wait on the Land Water Conservation Fund award/retro-activity letter to purchase the play structure in Meadowlark Park and add trash cans, benches and picnic table.

The Fire Department did a great job spraying the bowls of the Skate Park to flush the storm water drains. A thank you was posted to Facebook and personal thank you sent to the department.

City Foreman Matthew James will be ordering sod that was removed during construction at the skate park last fall and for the Firefighters Memorial site the Fire Department is completing on the north west corner of the Fire Hall. Dusty Smith and Chad Scarborough are planning a Skate Park Camp and Competition for the weekend of June 24<sup>th</sup> and 25<sup>th</sup>.

Swimming Pool: Jennifer Hayes has been hired at the pool manager. The plan is to offer water aerobics/adult lap swim Tuesday and Thursday mornings from 6-7am and Monday and Wednesday evenings from 5-6pm. Jennifer would also like to initiate infant aquatic classes that parents swim with infants to teach water safety. It was suggested to offer the class Tuesday and Thursday evenings between the 5 and 6pm hour. Lorette will send lifeguard job information to the High School to encourage applications.

No word on the status of the new boiler, so the city will likely fire up the existing boiler in order for the pool to open the last week of May. The Shelby Swim Meet is the weekend of July 11<sup>th</sup> & 12<sup>th</sup>. Jennifer will be on a family vacation June 5<sup>th</sup> through the 15<sup>th</sup>, so city personnel will oversee pool activities during that time.

**Shelby Park System:** The city will begin advertising for summer seasonal help for the parks department. Lorette will send the job information to the High School to encourage applications.

- Lake Shel-oole Baseball Fields: Lorette reached out to the Shelby Baseball Association
  to develop a priority list. City personnel will address the needed repairs to the
  bathrooms. As part of Arbor Day activities, Under Sheriff Ryan Larson and law
  enforcement staff will be clearing the weeds in the ball fields and common area of the
  complex. City personnel will spray as well. Matthew is checking into new infield dirt or
  a mechanism to loosen the soil in the baseline and around the backstops.
- Shelby Tennis Courts: Matthew will be ordering new nets/hardware for the tennis courts. The city investigated the costs of repairing the courts and the price tag was very high. The city will consider the project for next year's budget cycle.
- Lake Shel-oole Fishing Dock: Matthew investigated the dock and with very low water, the dock is out of the water.

**Historic Shelby High:** Dennis Knickerbocker stopped in to ask about the building integrity. He reiterated the need to open the drains on the gym side and feels the interior drain pipes are

intact. The city is also looking into the potential for exterior drain pipes. The city is looking into forced air furnaces for each floor of the school side. The city also has someone interested in offering tumbling/cheer classes on the stage in the gym. The city will work with them to establish a facility use agreement if the size fits their needs.

**Champions Park:** The city is working with Rylan Hansen of Northern Plains Electric to get the lights working. The committee is also working with Glacier Monuments on the fieldstone engraving and will seek bids for the 2'x2' concrete square that was purchased during the build of the park. The committee is still looking for a mason to complete the base of the monument sign with the fieldstones and donor pavers purchased during the build of the park.

#### TREE BOARD

**MUFCA:** The Montana Urban Forestry Community Association has completed the tree removal of the 6 Green Ash trees in the boulevard of the former Bitterroot School. New trees will be transported to Shelby April 26<sup>th</sup> and planted May 2<sup>nd</sup> by the MUFCA group. The trees will be planted in Lincoln Park.

**Tree Planting:** The Arbor Day and Urban Forestry Grant Program trees have been secured from Forde Nursery of Great Falls. The city crew will pick them up later in May for planting.

Arbor Day/Community Service Day: Arbor Day will be celebrated Friday, April 29<sup>th</sup>. Entities assisting with clean-up efforts include Shelby Schools; Logan Health; Hinrich's/Ardent Mills; St. William Youth Group; Toole County Sheriff's Office; and Shelby Baseball Association.

#### Other Business:

**Annual Spring Cleanup Week:** The city crew are picking up items, residents are not able to transport to the landfill this week.

**Hydrant Curb Painting:** The Sober Life Group will be helping the city in May in painting the curbs around fire hydrants within the community.

*Mountains of Cans Challenge:* The Shelby Recycling Association is hosting the annual Mountains of Cans Challenge, Friday May 13<sup>th</sup> at Shelby Elementary School.

#### **New Business:**

Mayor McDermott reported the city is working on an asset management plan for the Parks & Rec Department. The plan would inventory facilities and equipment under the Parks & Rec budget. This includes the Civic Center, Swimming Pool and Splash Park, city parks, tennis courts, etc. The plan outlines the age and condition of facilities and equipment and establishes a replacement schedule.

With no further business, the next meeting is scheduled for Tuesday, May 31, 2022.

### **RESOLUTION NO. 2051**

WHEREAS, in 2022 the City of Shelby prepared a Wastewater System Preliminary Engineering Report for the purpose of determining and prioritizing their wastewater system improvements.

WHEREAS, this Preliminary Engineering Report will be reviewed and updated periodically as needs arise; and

WHEREAS, the City of Shelby Wastewater System Preliminary Engineering Report may be adopted by formal resolution.

NOW, THEREFORE, BE IT RESOLVED that:

The 2022 City of Shelby Wastewater System Preliminary Engineering Report is designated as the official document used to assess the City of Shelby's wastewater system needs:

BE IT FURTHER RESOLVED that the above designation shall become effective April 18, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA, AND APPROVED BY THE MAYOR THIS 18th DAY OF APRIL, 2022.

JADE GOROSKI, FINANCE OFFICER

ATTEST:



MT

Quote To:

City Of Shelby

Mathew James

(406) 450-6545

112 1st St S

Shelby

# SWS Equipment, LLC.

6515 E Nixon Ave, Spokane,

WA 99213-30

QUOTE

All Correspondence remit to: P.O. Box 13040, Spokane, WA 99213

509-533-9000 1-800-892-7831 F 509-533-1050 www.swsequipment.com

Quote #: ROCBQ8625 Date:

04/26/22

59474-1

Sales Rep:

Roger Beatty

FOB: Shelby MT

Ship Via: | BESTWAY

Est. Ship Date:

Shelby (406) 450-6545

Ship To:

City Of Shelby

Mathew James

112 1st St S

59474-19 MT

Terms: Net 15

# We are pleased to propose the following for your consideration

Qtv	Description	Unit Price	E.A.D.
25.0	3 Yard Side Load Container, Skid Plastic Lids 3144 Emco Hook 1/2 Plate Heavy Duty Stackable Style Machine Tool Gray	\$1,245.00	Ext. Price \$31,125.00
2.0	18' Dome Lid Kit ( 2 way winch opening ) WELDING REQUIRED to Install Lids) 12" Low Domed Lid, Container Blue for 40 Yd Dropbox	\$3,475.20	\$6,950.40
1.0	Freight to Shelby MT	\$2,400.00	\$2,400.00
1.0	Please NOTE that Quote is only good for 10 days prices are subject to change because of market volitilty and fuel surcharges		
Plea	ase contact me if I can be of further assistance.	Order Total	\$40,475.40

#### **QUOTE VALID FOR 10 DAYS**

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE ANY IMPLIED WARRANTY AS PER MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regards to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be

adjusted prior to snipping.						
Signature:	Printed Name:	Date:				



SWS Equipment, LLC.

6515 E Nixon Ave, Spokane,

WA 99213-30

QUOTE

All Correspondence remit to: P.O. Box 13040, Spokane, WA 99213

509-533-9000 1-800-892-7831 F 509-533-1050 www.swsequipment.com

Quote #:

ROCBQ8625-01

Date: Sales Rep: 04/27/22 Roger Beatty

FOB: Shelby MT

City Of Shelby

Quote To:

Mathew James 112 1st St S

Shelby MT (406) 450-6545

Ship To:

59474-1

City Of Shelby Mathew James 112 1st St S

Shelby (406) 450-6545

59474-19 MT

Ship Via: BESTWAY Est. Ship Date:

Terms: Net 15

# We are pleased to propose the following for your consideration

Unit Price Ext. Price
astic Lids 3144 \$1,245.00 \$43,575.00
ing ) WELDING REQUIRED to \$3,475.20 \$6,950.40 stainer Blue for 40 Yd Dropbox
\$2,900.00 \$2,900.00
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Order Total \$53,425.40 ssistance.
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#### QUOTE VALID FOR 10 DAYS

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE ANY IMPLIED WARRANTY AS PER MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regards to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature:	Printed Name:	Date:			

City Of Shelby

ROCBQ8625-01

Page 1

# 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  $24^{\rm th}$  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  $19^{\rm th}$  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

ts of Cut Ban

City of Shelby

ATTRS#

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 withdrawals 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.
- 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

- 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. <u>Budgeting</u>: 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. <u>Termination of Interlocal by Mutual Agreement</u>: 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. <u>Withdrawal by One City</u>: 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. <u>Expulsion for Breach</u>: 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 breached.
    - 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. <u>Determining Whether Material Breach Occurred.</u> 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. <u>Definition of Material Breach</u>. 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. <u>Disposition of all Funds, Machinery, and Equipment, Real Property Improvements, and other Assets on Termination</u>: 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. <u>Withdrawal or Expulsion of a City Discouraged.</u> 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. <u>Determining Amount To Be Paid.</u> 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.
- 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. <u>Choice Not to Purchase Share.</u> 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. <u>Composition of Board.</u> 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. <u>City Representation</u>. 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. <u>Length of Terms</u>. 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. <u>Certification of Appointment</u>. 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. <u>Vacancy</u>. 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. <u>Organization of Board.</u> 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. <u>Chairperson</u>. The Chairperson shall call and preside over all meetings and shall be the Chief Executive Officer of the Interlocal.
  - b. <u>Vice Chairperson</u>. 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. <u>Secretary/Treasurer</u>. 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. <u>Finance Officer</u>. 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. <u>Compensation.</u> 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. <u>City Superintendent.</u> The City Superintendent of each City shall be encouraged to attend Board meetings for informational purposes, but will not have voting powers.
- 6. <u>Periodic and Special Meetings.</u> The Board shall hold meetings periodically and special meetings as needed.
  - a. <u>Organizational Meetings</u>. 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. <u>Special Meetings</u>. 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. <u>Voting By Proxy.</u> A Director may vote by proxy with the consent of all the Directors.

- c. <u>Parliamentary Rules.</u> 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.
- 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. <u>Checks, Drafts and/or Orders</u>: 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. <u>Deposits</u>: 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. <u>Legal Counsel</u>. 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. <u>Disputes -Binding Arbitration.</u> 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. <u>Alienation of Interest.</u> 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. <u>Liability of Directors and Officers.</u> 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. <u>Not Liable for Actions of Others.</u> 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. <u>Headings</u>. Headings are inserted for the convenience of the reader only and are not to be considered when interpreting this Agreement.
- 7. <u>Filing and Recording.</u> 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. <u>Effective Date of this Agreement and Amended Bylaws.</u> This Agreement and Amended Bylaws shall take effect upon the 24<sup>th</sup> day of April, 2014.



# 2006 INTERNATIONAL WORKSTAR 7500



USD > \$100,000

# Seller Information

# **Equipment Connection**Columbia Falls, Montana 59912

Columbia Falls, Montana 59912

Phone: (406) 872-6121 Contact: Sales Department

Columbia Falls, Montana 59912



#### Hide Thumbnails

# Description

2006 International 7500 Hydrovac Truck- Ht 570 engine @ 340 hp, 10 speed trans, tandem axle, new drive tires, Hendrickson spring susp., 46000 miles on truck, Aquatech Model B 10 vac unit, 3300 cfm, 18" HG, General water pump, 80 gpm, 2200 psi, 1085 hours on exhauster, 936 hours on water pump, nice condition, work ready, \$ 100,000.00 constructionequipment truckscatergory

# **Specifications**

Year

2006

Manufacturer

INTERNATIONAL

Model

WORKSTAR 7500

Condition

Used

**Drive Side** 

Left Hand Drive

Show As Paragraph

# 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, Jayce Yarn,

Lyle Kimmet, Bill Moritz, Pat Frydenlund

Attorney: William E. Hunt, Jr.

City Supt.:

Building Inspector: Rob Tasker

Community Development: Lorette Carter

Finance Officer: Jade Goroski

Judge: Joe Rapkoch

April 20, 2022

Cushing Terrell 411 East Main Street Bozeman, MT 59715

Re: City of Shelby ~ National Register Nomination

Dear Ava and team,

On behalf of the City of Shelby, we thank you for your proposal for professional services for the research and submission of the Shelby Main Street business district with the intent of being named to the National Register of Historic Places. Your application was reviewed by Mayor Gary McDermott, CFO Jade Goroski and myself. We are pleased to accept your proposal.

Upon signing of the contract from your office, we are happy to discuss next steps and timelines with the work team. We look forward to working with you all again and are excited to move forward on establishing our Main Street as a historic district.

Thank you again for your proposal.

Sincerely,

Lorette Carter City of Shelby

Cc: Gary McDermott, Mayor

# Shelby – Toole County Transportation Safety/DUI Task Force Committee Meeting

April 21, 2022

In attendance: Comfort Inn property manager, Cheri Hirst; Under-Sheriff Ryan Larson; Supt. Elliott Crump; Mayor Gary McDermott; Commissioner Terry Tomsheck; Mary Miller, Youth for Alliance; Robyn Wanken, DUI Task Force; and Lorette Carter, City of Shelby.

- I. Introductions
- II. Strategies

# Inattentive/Distracted Strategies

- 1. Community Referendum on Handheld Cell Phone Ban: Under-Sheriff Ryan Larson reported no tickets have been issued in the last quarter, but felt there are still instances of texting or using a cell phone happening throughout the community.
- 2. Employer Program on Risks of Distracted Driving: The Committee continues to provide education resources to employers via the Chamber list serve, Pioneer Press, City Facebook page and through the Committee/Task Force list serve. Education has been distributed on the following subjects:
  - o Fans Don't Let Fans Drive Drunk
  - o If you drink, plan a sober ride! 2022 St. Patrick's Day Campaign
  - When they start to look tall and handsome, it's time to find a designated driver! (Facebook)
- 3. School Education Program: Nothing to report.
- **4. SRO:** Larson reported Officers Uylaki and Robbins have been doing well working the schools. He noted students felt law enforcement was more accessible and have shown respect for officers. Supt. Crump hoped the department could maintain the consistency of officers serving in the SRO capacity.

# **Impaired Driving Strategy**

- 1. **Designated Driver Program:** The educational information sent out via the list serve; Chamber list serve; and newspaper includes designated driver information.
- 2. Responsible Alcohol Sales and Services: Mary reported the Toole County Tavern Association has taken on the responsibility of providing RASS training in Toole County.
- 3. Law Enforcement Report: Larson reported the following:
  - DUI stops are up, with the growing volume of prescription and nonprescription usage and other substances that impair driving;
  - Fentanyl, mixed with other drugs is a growing concern. Three deaths have been reported on Amtrak in recent months.

In discussion with committee members, it was decided an employer meeting be set up to discuss warning signs of drug use on the job. Lorette will work with Ryan Larson and Mary Miller to establish a date and advertise the event.

The concern over Kratom, being sold as a mood enhancement was discussed. The board moved to approve up to \$1000 to initiate an awareness/education campaign within our community. Mary, Ryan, Robyn and Lorette will work on this.

4. School Education Program: Please refer to Section 3 of Strategy I.

### III. DUI Task Force:

The DUI Task Force has received \$100 in State non-distributed funds and private donations this quarter. \$1001.00 were expended for prom flowers for the Sunburst and Shelby proms with messaging related to underage drinking. The current balance of funds is \$11,685.96.

Mary asked if the DUI Task Force would assist Alliance for Youth in financing the transportation cost for the Health Rocks Camp. The board approved the \$425.00 expenditure.

Lorette asked if the DUI Task Force would support the Safe Routes to School Program again this year with the purchase of drawstring bags for all the students of Shelby Elementary. The bags are a prize at the end of year for participation in the walking/biking program. The board approved \$500.

Robyn is working on the updates to the annual DUI Task Force Work Plan which is due June  $1^{st}$ .

# Open Forum:

Alliance for Youth: Mary reported the following:

- June 6-9<sup>th</sup> is the Health Rocks Camp. The Tri-Anglers Sportsman Group will provide tackles boxes for all the campers. They plan to bring in a fly fisherman to teach the kids to tie flies and learn to fish. They also plan to take part in ecological activities on Flathead Lake with MSU Extension Specialists.
- North Toole County High School continues to work on the Class Action program. They are working on mock trials involving teen issues relevant to them.
- The Sober Life group will meet in May to assist the City of Shelby in painting the curbs around fire hydrants and busy corners.
- National Night Out is planned for Tuesday, August 2<sup>nd</sup> in Aronow Park. There will be a chili cookoff as the meal for the evening. In past year, NNO has welcomed 300-350 people.

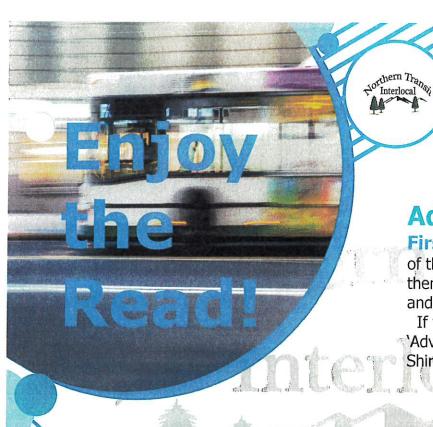
Criminal Justice Committee: Nothing to report.

**DUI Task Force Coordinator position:** The group continue to look for a new coordinator of the DUI Task Force.

# Individual Reports:

- The Code Red System, the county-wide emergency notification system is seeking community response to add their cell phone numbers to the notification system. The 911 system is based on people's land lines, which may be obsolete as many use a cell phone instead. Sign-up lists will be available at different locations within the community.
- The City of Shelby has an emergency notification system for utility users. People can sign up to be notified of a water shortage, when irrigation rates begin, street closures, etc.

With no further business, the next meeting was planned for **Thursday**, **July 21, 2022** at 10:00am at Shelby City Hall.



**NORTHERN TRANSIT** INTERLOCAL NEWSLETTER **MAY 2022** 

# **Advertiser on the Bus!**

First Choice Plumbing is our advertiser of the month for May! We are happy to help them promote their business on our buses, and we thank them for advertising with us! If you would like more information on our 'Advertising on our Bus, please contact Shirley at (406)470-0727

# Transit Bits for May

May is full of beauty, May 5th Cinco de mayo May 8th Mother's Day May 30th Memorial Day Buses will not be running this day.

# Did you know we go to Great Falls and Kalispell's International Airports?

We can take you there or pick you up and deliver you where you need to go Go to our website www.northern.ruraltransit.com. As always you can call and make those reservations 406-470-0727 or email ntienjoytheride@gmail.com





Enter here for a chance to win NTI Gear NAME:

PHONE:

Interlocal

Please fill out & return to your Northern Transit driver, or mail to: Northern Transit Interlocal PO BOX 246 Shelby, MT 59474



Many of us have been waiting for Spring to arrive! Going on one day at a time. The important thing to remember is Life is a moment-to-moment experience. So, live each day to the fullest and "Enjoy the Ride."

to Kalispell on Tuesday and Friday. Also, to Great Falls on Monday and Thursday. We do make a lot of stops along the way, so you can reserve a round trip the same day or stay and return a couple days later.

TSA and FTA have lifted the mask mandate on public transportation however NTI will provide a mask for those who wish to wear one.

# **MAY REMINDERS**

With the price of gas continuing to rise, Northern Transit suggests making a reservation 24 hrs ahead of time to insure a seat.

Be sure to Pick up a brochure at any of our stops or other local businesses. If you have questions about our schedule, call us, we can help.406 470 0727. You can also go to our Facebook page or our website www.northern.rural-transit.com our email: ntienjoytheride@gmail.com



Spring is in the Air.

# ADVERTISE YOUR BUSINESS!

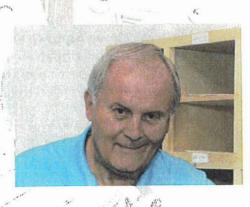
Northern transit would like to invite you to" Advertise on our bus." This helps the community to see first-hand that we are supported by our local businesses, and it gives you an opportunity for your business to be seen all along our routes. If you or someone you know is interested in an advertising venture call Shirley. Our advertising rates are not to be beat! We promise, you will not find anything cheaper.

Northern Transit Interlocal is a nonprofit organization. All funds received by the transit are returned to the transit to keep this a free public service to everyone.



# Featured employee of the month of May!

Mike Bashor is our featured employee. Mike has been one of our Northern Transit drivers for almost 15 years, always willing to help wherever he can! I was visiting with one of our regular riders and he said" Mike is such a nice driver, always willing to go the extra mile to help" We are proud of all orderivers and love to get positifeedback, Thanks Mike!





Northern Transit is here for you. No need to stress about road conditions. Just sit back and "Enjoy the Ride" Make a reservation and leave the driving to us. We will get you there in a clean, comfortable but



Website:





Contact: 406-470-0727



Email: ntienjoytheride@gmail.com