### **AGENDA**

### CITY COUNCIL MEETING CITY OF SHELBY July 7, 2025 6:30 P.M.

### ROLL CALL OF MEMBERS

### PLEDGE OF ALLEGIANCE

### POLICY ON CONDUCT AND MANNER OF ADDRESSING COUNCIL

### APPROVAL OF MINUTES

• Regular Council Meeting, 6/16/25 (pgs. 5-7)

### APPEARANCE REQUESTS

- Agenda Items
- Non-Agenda Items

### **CLAIMS REPORT 6/30/2025 (pgs. 8-21)**

### COMMITTEE REPORTS

•

### CITY FINANCE OFFICER

- Recommendation to Award Backup Generators (pgs. 22-28)
- Contract for Janitorial Services (pgs. 29-31)
- 3 Yard Containers (pg. 32)

### **CITY ATTORNEY**

- Resolution No. 2105 re: Board of Adjustment & Zoning Commission (pg. 33)
- Resolution No. 2106 re: Approving Modification of Real Estate Purchase Agreement for 634 Granite Ave (pgs. 34-36)

### CITY SUPERINTENDENT

### OTHER MATTERS

**ADJOURN** 

### CITY OF SHELBY MEETING SCHEDULE

### July 7, 2025

6:00 p.m. Audit Committee

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

6:30 p.m. Regular City Council Meeting

### July 14, 2025

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

(Mayor, Flesch, Clark)

### July 21, 2025

6:30 p.m. Regular City Council Meeting

### July 28, 2025

6:30 p.m. Park & Recreation Meeting

(Mayor, Superintendent, Frydenlund, Kimmet)

### ity Council Packet Listing

- Α. Agenda
- Agenda Items В.
  - 1. Minutes of Regular Council Meeting, 6/16/25
  - 2. Claims Report, June 2025
  - 3. 6/24/25 Letter from Great West Engineering & Memorandum re: Recommendation to Award Backup Generators

  - 7/1/25 Contract for Janitorial Services
     7/1/25 Quote from SWS Equipment re: 3 Yard Containers
     Resolution No. 2105 re: Board of Adjustment & Zoning Commission
  - 7. Resolution No. 2106 re: Approving Modification of Real Estate Purchase Agreement for 634 Granit Ave
- Correspondence
  - 1. 5/21/25 Thank you to Sons of Norway
  - 2.
- D. Reports
  - 1.
- Handouts Ε.
  - 1.

### Policy on Conduct and Manner of Addressing Council

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

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

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

# MINUTES OF REGULAR COUNCIL MEETING OF THE SHELBY CITY COUNCIL HELD IN COUNCIL CHAMBERS June 16, 2025

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

Other citizens present: Erik Tokerud.

### PLEDGE OF ALLEGIANCE

### POLICY ON CONDUCT AND MANNER OF ADDRESSING COUNCIL

### OPEN PUBLIC HEARING

Mayor McDermott opened the public hearing at 6:30 p.m.

Zoning Recently Annexed Property

### APPROVAL OF MINUTES

Regular Council Meeting, 6/2/2025
 KIMMET MADE A MOTION TO APPROVE THE 6/2/2025 MINUTES.
 SECONDED BY CLARK. VOTE AYES - MORITZ, KIMMET, YARN,
 FRYDENLUND, FLESCH, CLARK. NOES - NONE. ABSENT - NONE.

### APPEARANCE REQUESTS

- AGENDA ITEMS -
- NON-AGENDA ITEMS -

### COMMITTEE REPORTS

Law Enforcement -

### CLOSE PUBLIC HEARING

Mayor McDermott closed the public hearing at 6:37 p.m.

### CITY FINANCE OFFICER

- 1. City Judge's Report, 5/31/2025
- 2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, 5/31/2025

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

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- 3. Landfill Compactor Purchase
  MORITZ MADE A MOTION TO APPROVE PURCHASE FOR \$644,950.

  SECONDED BY FRYDENLUND. VOTE AYES MORITZ, KIMMET, YARN,
  FRYDENLUND, FLESCH, CLARK. NOES NONE. ABSENT NONE.
- 4. Loan Application

  FLESCH MADE A MOTION TO APPROVE THE \$516,000 LOAN

  APPLICATION FOR THE COMPACTOR PURCHASE. SECONDED BY

  MORITZ. VOTE AYES MORITZ, KIMMET, YARN, FRYDENLUND,

  FLESCH, CLARK. NOES NONE. ABSENT NONE.

### CITY ATTORNEY

- Updates to Personnel Policy
   FLESCH MADE A MOTION TO APPROVE THE UPDATE REGARDING GPS
   MONITORING IN VEHICLES. SECONDED BY KIMMET. VOTE AYES MORITZ, KIMMET, YARN, FRYDENLUND, FLESCH, CLARK. NOES NONE. ABSENT NONE.
- Employee Safety Memo MORITZ MADE A MOTION TO APPROVE DEPARTMENT HEADS TO DISTRIBUTE THE SAFETY MEMO. SECONDED BY KIMMET. VOTE AYES
   MORITZ, KIMMET, YARN, FRYDENLUND, FLESCH, CLARK. NOES – NONE. ABSENT - NONE.
- Resolution No. 2014 re: Designating Recently Annexed Property as Rural Residential.
   FRYDENLUND MADE A MOTION TO APPROVE THE ZONING RESOLUTION.
   SECONDED BY MORITZ. VOTE AYES - MORITZ, KIMMET, YARN,
   FRYDENLUND, FLESCH, CLARK. NOES - NONE. ABSENT - NONE.

### CITY SUPERINTENDENT

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

### OTHER MATTERS

### ADJOURN

AT 7:37 P.M. FLESCH MADE A MOTION TO ADJOURN THE MEETING. SECONDED BY FRYDENLUND. VOTE AYES - MORITZ, KIMMET, YARN, FLESCH, CLARK, FRYDENLUND. NOES - NONE. ABSENT - NONE. Shelby City Council Minutes June 16, 2025 Page **3** of **3** 

Gary	McDermott,	Mayor

ATTEST:

Jade Goroski, Finance Officer

CITY OF SHELBY
Claim Details
For the Accounting Period: 6/25

Page: 1 of 14 Report ID: AP100

Claim	Check Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object Proj	Account
240901	02337 ADVANCED TECHNOLOGY PRODUCTS IN	C 2,381.39						
1	42296 06/13/25 acid magic	2,381.39		35351	1000	460445	200	101000
240902	00400 UTILITIES UNDERGROUND LOCATION	64.75						
1	5055109 05/31/25 37 Locates for 6/25	64.75*		35296	5210	430500	300	101000
240903	01376 ESTOP BUSINESS LICENSES	150.00						
1	30901 04/01/25 scale test/certification	150.00*		35352	5410	430840	300	101000
40904	31339S 00144 POSTMASTER	448,47						
1	06/24/25 6/25 UB Postage	149.49*			5210	430570	310	101000
2	06/24/25 6/25 UB Postage	149.49*			5310	430670	310	101000
3	06/24/25 6/25 UB Postage	149.49*			5410	430870	310	101000
40905	00359 BLACK MOUNTAIN SOFTWARE	32,886.00						
1	6698 06/01/25 FY 25-26 Software Maintenance	8,221.50*			1000	410550	300	101000
2	6698 06/01/25 FY 25-26 Software Maintenance	8,221.50			5210	430570	300	101000
3	6698 06/01/25 FY 25-26 Software Maintenance	8,221.50*			5310	430670	300	101000
4	6698 06/01/25 FY 25-26 Software Maintenance	8,221.50*			5410	430870	300	101000
40906	31337S 00043 SHELBY GAS ASSOCIATION	3,275.60						
1	06/10/25 6/25 Gas Bill	33.65*			1000	411200	343	101000
2	06/10/25 6/25 Gas Bill	160.90*			1000	420400	343	101000
3	06/10/25 6/25 Gas Bill	160.90*			1000	420401	343	101000
4	06/10/25 6/25 Gas Bill	2,275.95*			1000	460445	343	101000
5	06/10/25 6/25 Gas Bill	88.05*			1000	460442	343	101000
6	06/10/25 6/25 Gas Bill	71.90			5410	430840	343	101000
7	06/10/25 6/25 Gas Bill	50.40*			1000	430200	343	101000
8	06/10/25 6/25 Gas Bill	50.40			5210	430500	343	101000
9	06/10/25 6/25 Gas Bill	50.40			5310	430600	343	101000
10	06/10/25 6/25 Gas Bill	50.40			5410	430830	343	101000
11	06/10/25 6/25 Gas Bill	16.91			1000	411202	343	101000
12	06/10/25 6/25 Gas Bill	16.91			5210	430520	343	101000
13	06/10/25 6/25 Gas Bill	16.91			5310	430620	343	101000
14	06/10/25 6/25 Gas Bill	16.92			5410	430820	343	101000
15	06/10/25 6/25 Gas Bill	49.80			5210	430500	343	101000
16	06/10/25 6/25 Gas Bill	105.55*			1000	460465	343	101000
17	06/10/25 6/25 Gas Bill	59.65			1000	470270	300	101000

CITY OF SHELBY
Claim Details
For the Accounting Period: 6/25

Page: 2 of 14 Report ID: AP100

Claim	Check Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object Proj	Account
40907	01851 CT CLEANING	375.00						
1	06/17/25 6/25 Janitorial Service	75.00*			1000	411202	390	101000
2	06/17/25 6/25 Janitorial Service	75.00*			5210	430520	390	101000
3	06/17/25 6/25 Janitorial Service	75.00*			5310	430620	390	101000
4	06/17/25 6/25 Janitorial Service	75.00*			5410	430820	390	101000
5	06/17/25 6/25 CC Janitorial Service	75.00			1000	460442	300	101000
40908	02368 OPTUM FINANCIAL INC	4.25						
1	1761805 06/12/25 HSA Service Fee	1.06*			1000	410550		101000
2	1761805 06/12/25 HSA Service Fee	1.06			5210	430570		101000
3	1761805 06/12/25 HSA Service Fee	1.06*			5310	430670		101000
4	1761805 06/12/25 HSA Service Fee	1.07*			5410	430870	300	101000
40909	01862 MOUNTAIN ALARM	58.32					200	101000
1	6443621 06/01/25 6/25 Fire Alarm Monitoring	58.32			1000	420401	300	101000
40910	02563 DPHHS-LABORATORY	25.00						
1	57872 05/31/25 NCMRWA Water Samples	25.00*			5210	430500	300	101000
40911	00048 TOOLE COUNTY CLERK & RECORDER	56,517.25			575727			
1	06/03/25 City Judge/Sec Wages	3,256.42*			1000	410360		101000
2	06/03/25 City Judge/Sec Medicare	46.65*			1000	410360		101000
3	06/03/25 City Judge/Sec SS	199.45*			1000	410360		101000
4	06/03/25 City Judge/Sec Unemploy Ins	4.77*			1000	410360		101000
5	06/03/25 City Judge/Sec Workers Comp	13.64*			1000	410360		101000
6	06/03/25 City Judge/Sec PERS	172.88			1000	410360		101000
7	06/03/25 City Judge Health Insurance	504.25			1000	410360		101000
8	06/03/25 City Judge Supplies	86.21*			1000	410360		101000
9	06/03/25 City Judge Phone	20.48*			1000	410360		101000
10	06/03/25 City Judge Travel & Education	212.50*			1000	410360		101000
11	06/03/25 Law Enforcement	37,270.00			1000	420000		101000
12	06/03/25 Law Enforcement	4,910.00			5210	420100		101000
13	06/03/25 Law Enforcement	4,910.00			5310	420100		101000
14	06/03/25 Law Enforcement	4,910.00*			5410	420100	300	101000
10912	31338S 00026 MARIAS RIVER ELECTRIC COOP INC	15,518.88						
1	06/10/25 6/25 Electric Bill	121.09			1000	411200		101000
2	06/10/25 6/25 Electric Bill	184.90*			1000	420400		101000
3	06/10/25 6/25 Electric Bill	184.89*			1000	420401		101000
4	06/10/25 6/25 Electric Bill	46.84			1000	411202		101000
5	06/10/25 6/25 Electric Bill	46.84			5210	430520		101000
6	06/10/25 6/25 Electric Bill	46.84			5310	430620		101000
7	06/10/25 6/25 Electric Bill	46.85			5410	430820		101000
-8	06/10/25 6/25 Electric Bill	145.59*			1000	430200	342	101000

# CITY OF SHELBY Claim Details For the Accounting Period: 6/25

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Claim	Check	Vendor #/Name/	Document \$/ Disc	\$				Cash
Line #		Invoice #/Inv Date/Description	Line \$	PO #	Fund Org	Acct	Object Proj	Addoun
9	06/10/25	6/25 Electric Bill	145.59*		5210	430500	342	101000
10	06/10/25	6/25 Electric Bill	145.59		5310	430600	342	101000
11	06/10/25	6/25 Electric Bill	145.59		5410	430830	342	101000
12	06/10/25	6/25 Electric Bill	47.90*		1000	440600	342	101000
13	06/10/25	6/25 Electric Bill	92.76*		1000	460430	342	101000
14	06/10/25	6/25 Electric Bill	65.94*		1000	460465	342	101000
15	06/10/25	6/25 Electric Bill	426.59		1000	460439	342	101000
16	06/10/25	6/25 Electric Bill	740.00		1000	460442	342	101000
17	06/10/25	6/25 Electric Bill	676.71*		1000	460445	342	101000
18	06/10/25	6/25 Electric Bill	4,482.46*		2400	430263	342	101000
19	06/10/25	6/25 Electric Bill	7,130.58*		5210	430500	342	101000
20	06/10/25	6/25 Electric Bill	418.15		5310	430600	342	101000
21	06/10/25	6/25 Electric Bill	43.36		5410	430840	342	101000
22	06/10/25	6/25 Electric Bill	58.17*		1000	460430	342	101000
23	06/10/25	6/25 Electric Bill	75.65		1000	470270	300	101000
240913	(	01388 3 RIVERS COMMUNICATIONS INC	981.80					
1	06/01/25	6/25 Phone Bill	20.66*		1000	420500	344	101000
2	06/01/25	6/25 Phone Bill	39.40		1000	410550	344	101000
3	06/01/25	6/25 Phone Bill	39.40		5210	430570	344	101000
4	06/01/25	6/25 Phone Bill	39,40		5310	430670	344	101000
5	06/01/25	6/25 Phone Bill	39,39			430870	344	101000
6	06/01/25	6/25 Phone Bill	18.01*			430200	344	101000
7	06/01/25	6/25 Phone Bill	18.02*			430500	344	101000
8	06/01/25	6/25 Phone Bill	18.02*		5310	430600	344	101000
9	06/01/25	6/25 Phone Bill	18.02*		5410	430830	344	101000
10	06/01/25	6/25 Phone Bill	177.67		1000	460442	344	101000
11	06/01/25	6/25 Phone Bill	71.46*		1000	420400	344	101000
12	06/01/25	6/25 Phone Bill	71.46*		1000	420401	344	101000
13	06/01/25	6/25 Phone Bill	6.95*			410200	344	101000
14	06/01/25	6/25 Phone Bill	6.95*			430512	344	101000
15	06/01/25	6/25 Phone Bill	6.96*			430612	344	101000
16	06/01/25	6/25 Phone Bill	6.96*			430812	344	101000
17	06/01/25	6/25 Phone Bill	232.61			460445	344	101000
18	06/01/25	6/25 Phone Bill	85.58*			430600	344	101000
19	06/01/25	6/25 Phone Bill	32.44*		5210	430500	344	101000
20	06/01/25	6/25 Phone Bill	32.44*		5210	430500	344	101000
40914	0	0309 PREFERRED OFFICE EQUIPMENT	625.18					
2 5	34672 06/0	2/25 6/25 Maintenance/Copies	111.09*		1000	410550	300	101000
3 5	4672 06/0	2/25 6/25 Maintenance/Copies	111.09			430570	300	1.01000
4 5	4672 06/02	2/25 6/25 Maintenance/Copies	111.09*			130670	300	101000
5 5	4672 06/02	2/25 6/25 Maintenance/Copies	111.08*			130870	300	101000
		5/25 6/25 Maintenance/Copies Shop	12.31*			130200	300	101000
		6/25 6/25 Maintenance/Copies Shop	12.31*			130500	300	101000

CITY OF SHELBY
Claim Details
For the Accounting Period: 6/25

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Claim	Check Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object Pro	j Account
8	54881 06/16/25 6/25 Maintenance/Copies Shop	12.31			5310	430600	300	101000
9	54881 06/16/25 6/25 Maintenance/Copies Shop	12.31*			5410	430840	300	101000
11	54882 06/16/25 6/25 Maintenance/Copies CC	95.12			1000	460442	300	101000
12	54673 06/02/25 6/25 Maintenance/Copies	9.12*			1000	410550	300	101000
13	54673 06/02/25 6/25 Maintenance/Copies	9.12			5210	430570	300	101000
14	54673 06/02/25 6/25 Maintenance/Copies	9.12*			5310	430670	300	101000
15	54673 06/02/25 6/25 Maintenance/Copies	9.11*			5410	430870	300	101000
240915	-98043E 00111 FIRST STATE BANK	55.00						
1	06/30/25 FSB Billing ACH Origination	18.33			5210	430570		101000
2	06/30/25 FSB Billing ACH Origination	18.33*			5310	430670		101000
3	06/30/25 FSB Billing ACH Origination	18.34*			5410	430870	300	101000
240916	02517 VALLI INFORMATION SYSTEMS INC	45.00						
1	100743 05/31/25 Express Pay Online Monthly Fe	e 15.00			5210	430570		101000
2	100743 05/31/25 Express Pay Online Monthly Fe				5310	430670		101000
3	100743 05/31/25 Express Pay Online Monthly Fe	e 15.00*			5410	430870	300	101000
240917	01137 AQUA TECH LABORATORY	125.00						
PWSID	MT0000328							
1	41665 06/12/25 Coliform Water Testing - airpo			35291	5210	430500		101000
2	41626 06/05/25 Monthly Coliform Water Testing	100.00*		35291	5210	430500	300	101000
240918	01137 AQUA TECH LABORATORY	25.00						
PWSID	MT0000200				5010	420500	300	101000
1	41629 06/05/25 DWI Monthly Water Test	25.00*		35291	5210	430500	300	101000
240919	01137 AQUA TECH LABORATORY	25.00						
PWSID	MT0004936						200	101000
1	41628 06/05/25 NCMRWA Monthly Water Test	25.00*		35291	5210	430500	300	101000
240920	31340S 02584 VISA	5,703.14				.20500	200	101000
1	05/20/25 USPS water samples	32.45*			5210	430500		101000
2	05/19/25 Amazon-Roxy-bathroom	27.99*			7030	470000		101000
3	06/19/25 Amazon-Roxy-mats	89.93*			7030	470000		101000
4	05/20/25 Albertsons-paper plates	7.98*			1000	440600		101000
5	05/21/25 USPS water samples	32.25*			5210	430500		101000
6	05/29/25 Amazon-Roxy-buckets	33.98*			7030	470000		101000
7	05/29/25 Amazon-Roxy-food storage	118.99*			7030	470000		101000
8	05/29/25 build.com 626 Granite-vanities	1,893.55			7030	470000		98 101000
9	06/04/25 USPS water samples	66.59*			5210	430500		101000
11	06/03/25 Home Depot-Roxy-blower	199.00*			7030	470000		101000
12	06/05/25 iDoc yearly pass	62.50*			1000	410550		101000
13	06/05/25 iDoc yearly pass	62.50*			5210	430570		101000
14	06/05/25 iDoc yearly pass	62.50*			5310	430670	200	101000

CITY OF SHELBY
Claim Details
For the Accounting Period: 6/25

Page: 5 of 14 Report ID: AP100

Claim	Check Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object Proj	
15	06/05/25 iDoc yearly pass	62.50*			5410	430870	200	101000
17	06/06/25 mobile charge	47.33			1000	440600	344	101000
18	06/06/25 mobile charge	77.22*			1000	430200	344	101000
19	06/06/25 mobile charge	77.22*			5210	430500	344	101000
20	06/06/25 mobile charge	77.22*			5310	430600	344	101000
21	06/06/25 mobile charge	77.22*			5410	430840	344	101000
27	06/09/25 CC dish network	148.10			1000	460442	300	101000
28	06/11/25 USPS water samples	32.25*			5210	430500	300	101000
29	06/13/25 poolweb-pool chlorine probe	2,413.87			1000	460445	200	101000
240921	-98044E 01486 USDA RURAL DEVELOPMENT	1,603.00						
1	06/05/25 Fire Hall Improvement Loan	865.09			1000	490527	610	101000
2	06/05/25 Fire Hall Improvement Loan Int	737.91*			1000	490527	620	101000
240922	31336S 02586 DIS TECHNOLOGIES	963.00						
1	16401 06/05/25 Monthly Managed Services	126.88*			1000	410550	300	101000
2	16401 06/05/25 Monthly Managed Services	126.88			5210	430570	300	101000
3	16401 06/05/25 Monthly Managed Services	126.87*			5310	430670	300	101000
4	16401 06/05/25 Monthly Managed Services	126.87*			5410	430870	300	101000
5	16401 06/05/25 Monthly Managed Services	72.50*			1000	411050	300	101000
6	16401 06/05/25 Monthly Managed Services	72.50			1000	460442	300	101000
7	16401 06/05/25 Monthly Managed Services	54.37*			1000	430200	300	101000
8	16401 06/05/25 Monthly Managed Services	54.37*			5210	430500	300	101000
9	16401 06/05/25 Monthly Managed Services	54.38			5310	430600	300	101000
10	16401 06/05/25 Monthly Managed Services	54.38			5410	430830	300	101000
11	16401 06/05/25 Monthly Microsoft 365	23.25*			1000	410550	300	101000
12	16401 06/05/25 Monthly Microsoft 365	23.25			5210	430570	300	101000
13	16401 06/05/25 Monthly Microsoft 365	23.25*			5310	430670	300	101000
14	16401 06/05/25 Monthly Microsoft 365	23.25*			5410	430870	300	101000
40923	02639 BTI MONTANA	5,026.62						
1	CL41993 05/31/25 fuel-garbage	664.27		35356	5410	430830	230	101000
2	CL41993 05/31/25 fuel-animal control	137.15*		35356	1000	140600	230	101000
3 (	CL41993 05/31/25 fuel-streets	1,500.00		35356	1000	430200	230	101000
4 (	CL41993 05/31/25 fuel-water	1,000.00		35356	5210	430500	230	101000
5 (	CL41993 05/31/25 fuel-sewer	229.00		35356	5310	430600	230	101000
6 8	855338 06/02/25 DEF	168.00*		35356	5410	130830	200	101000
7 6	64327 05/06/25 bolts	2.25*		35356	5410	130840	200	101000
8 6	56503 05/28/25 gloves	25.99*		35356		130840	200	101000
9 8	57812 06/10/25 3/4" brass/thread tape	47.27*		35356	5210	130500	200	101000
10	55876 05/21/25 bolts/nuts	3.50*		35356	5210	130500	200	101000
11 W	7250633 06/12/25 lease-LP tank	120.00*		35356		130500	200	101000
12 8	356712 06/05/25 UV plant/booster fuel	865.40*		35356		130500	200	101000
13 6	58743 06/20/25 epoxy glue	1.49*		35356	1000 4	130200	200	101000
14 6	8743 06/20/25 epoxy glue	1.50*		35356	5210 4	130500	200	101000

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Line #	Invoice #/Inv Date/Description	Line \$		PO #	Fund 0	rg Acct	Object Proj	Account
15	68743 06/20/25 epoxy glue	1.50		35356	5310	430600	200	101000
16	68743 06/20/25 epoxy glue	1.50*		35356	5410	430830	200	101000
17	67788 06/10/25 10ft tie down	4.24*		35356	1000	430200	200	101000
1.8	67788 06/10/25 10ft tie down	4.25*		35356	5210	430500	200	101000
19	67788 06/10/25 10ft tie down	4.25		35356	5310	430600	200	101000
20	67788 06/10/25 10ft tie down	4.25*		35356	5410	430830	200	101000
21	65194 05/14/25 u bolts	5.58*		35357	1000	440600	200	101000
22	64335 05/06/25 pipe bushings/ 3/4 adapter	14.27		35357	1000	460445	200	101000
23	66571 05/29/25 trufuel	31.99		35357	1000	460430	230	101000
24	65163 05/14/25 paint remover	19.99*		35357	1000	460430	200	101000
25	65163 05/14/25 cutting pliers/ear plugs	29.98*		35357	1000	460430	200	101000
26	65618 05/19/25 grass trimmer line	21.99*		35357	1000	460430	200	101000
27	65901 05/21/25 trimmer string	21.99*		35357	1000	460430	200	101000
28	67070 06/03/25 2" 45 deg/pipe cleaner	26.97*		35357	1000	460430	200	101000
29	64550 05/08/25 wire stripper/connectors	25.78		35357	1000	460439	200	101000
30	67681 06/09/25 garden hose	4.29		35357	1000	460439	200	101000
31	66296 05/27/25 gloves	21.99*		35357	1000	430200	200	101000
32	67061 06/03/25 1 1/2" pipe	15.99*		35357	1000	430200	200	101000
40924	02623 SHELBY PAINT & HARDWARE	688.62						
1	4455 05/29/25 lock/cable ties/tape	49.36*		35355	1000	411200	200	101000
2	4563 05/29/25 mulch	137.77*		35355	1000	411200	200	101000
3	6963 06/18/25 brush/scour pad	25.97*		35355	1000	460430	200	101000
4	6185 06/11/25 drain unclogger	35.99		35355	1000	460439		101000
5	6208 06/11/25 hose mender	6.59		35355	1000	460439		101000
6	5920 06/09/25 hose connector/draino	32.58		35355	1000	460439		101000
7	6180 06/11/25 lawn soil	134.85*		35355	1000	460430		101000
8	5065 06/02/25 3" blk/slv adhv	7.95*		35355	1000	460430	200	101000
9	6922 06/18/25 primer/ 3/4"connector	17.96*		35355	1000	460430		101000
10	122 04/23/25 filter cart	7.48*		35355	1000	430200		101000
11	122 04/23/25 filter cart	7.50*		35355	5210	430500		101000
12	122 04/23/25 filter cart	7.50		35355	5310	430600		101000
13	122 04/23/25 filter cart	7.50*		35355	5410	430830		101000
14	6632 06/16/25 pens/notepad	1.95*		35355	1000	430200		101000
15	6632 06/16/25 pens/notepad	1.94*		35355	5210	430500		101000
16	6632 06/16/25 pens/notepad	1.94		35355	5310	430600		101000
17	6632 06/16/25 pens/notepad	1.94*		35355	5410	430830		101000
18	5457 06/05/25 pushbroom	4.99*		35355	1000	430200		101000
19	5457 06/05/25 pushbroom	5.00*		35355	5210	430500		101000
20	5457 06/05/25 pushbroom	5.00		35355	5310	430600		101000
21	5457 06/05/25 pushbroom	5.00*		35355	5410	430830		101000
22	6707 06/16/25 key lock	17.97		35355	1000	411202		101000
23	6707 06/16/25 key lock	17.97*		35355	5210	430520		101000
24	6707 06/16/25 key lock	17.97*		35355	5310	430620	200	101000
	6707 06/16/25 key lock	17.97*		35355	5410	430820	200	101000

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Line #	# Invoice #/Inv Date/Description	Line \$	·	PO #	Fund Org	, Acet	Object Proj	
26	6662 06/16/25 key lock-bathrooms	27,50		35355	1000	411202	200	101000
27	6662 06/16/25 key lock-bathrooms	27.50*		35355	5210	430520	200	101000
28	6662 06/16/25 key lock-bathrooms	27.49*		35355	5310	430620	200	101000
29	6662 06/16/25 key lock-bathrooms	27.49*		35355	5410	430820	200	101000
240925	5 31335S 02487 BNSF RAILWAY COMPANY	500.00						
1	06/03/25 #BF20542711 rail spur lease	500.00*			2310	430000	300	101000
240926	01345 AMERICAN LEGAL PUBLISHING	116.77						
1.	43011 05/31/25 S12 supplement order 855	29.19*			1000	410550	300	101000
	43011 05/31/25 S12 supplement order 855	29.19*			5210	430520	300	101000
	43011 05/31/25 S12 supplement order 855	29.19*			5310	430670	300	101000
4	43011 05/31/25 S12 supplement order 855	29.20*			5410	430870	300	101000
240927		200.00						
	18925 06/03/25 Duress System annual monitorin	50.00			1000	411202	200	101000
	18925 06/03/25 Duress System annual monitorin	50.00*			5210	430520	200	101000
	18925 06/03/25 Duress System annual monitorin	50.00*			5310	430620	200	101000
4	18925 06/03/25 Duress System annual monitorin	50.00*			5410	430820	200	101000
0928		8,625.00						
19hrs	218 06/02/25 water court appeal of DNRC	4,750.00*			5010	420500		
	226 07/01/25 water court appeal of DNRC	3,875.00*			5210	430500	300	101000
_	220 07,01725 mater court appear of bino	3,673.00			5210	430500	300	101000
240929	01677 STAPLES	743.38						
	6033472479 05/31/25 ERC-ribbon	6.56*		34682	1000	410550	200	101000
	6033472479 05/31/25 ERC-ribbon	6.56*		34682	5210	430570	200	101000
	6033472479 05/31/25 ERC-ribben	6.56*		34682	5310	430670	200	101000
	6033472479 05/31/25 ERC-ribbon	6.56*		34682	5410	430870	200	101000
	6033472483 05/31/25 kleenex/towels/detergent	204.91		35292	1000	460442	200	101000
	6033472473 05/31/25 betco disinfectant	173.50		35292	1000	460442	200	101000
	6033472474 05/31/25 betco disinfectant	86.75		35292	1000	460442	200	101000
	6033472477 05/31/25 binders/white board/protec	17.35*		35292	1000	430200	200	101000
	6033472477 05/31/25 binders/white board/protec 6033472477 05/31/25 binders/white board/protec	17.35*		35292	5210	430500	200	101000
	6033472477 05/31/25 binders/white board/protec	17.34		35292	5310	430600	200	101000
	6035910057 06/30/25 glass cleaner	17.34* 4.32		35292 35684	5410 1000	430830	200	101000
	6035910057 06/30/25 glass cleaner	4.32*		35684 35684	5210	411202 430520	200	101000
	6035910057 06/30/25 glass cleaner	4.32*		35684 35684	5310	430520	200	101000
	6035910057 06/30/25 glass cleaner	4.32*		35684	5410	430820	200 200	101000
	6035910056 06/30/25 hand towel/garbage bags/ha	32.73		35684	1000	411202	200	101000 101000
	6035910056 06/30/25 hand towel/garbage bags/ha	32.72*		35684	5210	430520	200	101000
				•			200	TOTOO0
18 6	6035910056 06/30/25 hand towel/garbage bags/ha	32.72*		35684	5310	430620	200	101000

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20	6035910045 06/30/25 our freshner	8.60	35684	1000	411202	200	101000
21	6035910045 06/30/25 our freshner	8.61*	35684	5210	430520		101000
22	6035910045 06/30/25 our freshner	8.61*	35684	5310	430620	200	101000
24	6035910045 06/30/25 our freshner	8.61*	35684	5410	430820	200	101000
240930	01700 ORKIN, INC	2,541.56					
1	279560908 06/01/25 CFD 6/25 service	203.00*	34948	1000	420400		101000
2	06/01/25 CFD year in advanced	2,338.56*	34948	1000	420400	300	101000
240931	02045 NAPA AUTO PARTS	159.98					
1	229233 02/26/25 RFD filters	159.98	34949	1000	420401	200	101000
240932	02639 BTI MONTANA	106.87					
1	64175 05/04/25 RFD 1/4x1/8 fitting	2.99	34950	1000	420401		101000
2	66172 05/24/25 CFD trash bags	51.97*	34950	1000	420400		101000
3	CL42140 05/31/25 RFD fuel	51.91	3 4950	1000	420401	200	101000
240933	02595 PONDEROSA PUBLICATIONS LLC	384.00					
1	68002 06/04/25 RFQ construction contractor se	288.00*		2940	470000		101000
2	68285 06/11/25 public hearing-zoning	96.00*		1000	430200	300	101000
240934	01969 GREAT FALLS SAND & GRAVEL INC	16,516.50					
1	60719 05/30/25 5th ave s/5th st s paving	16,516.50		1000	430200	900	101000
240935	01470 RMR AGGREGATE	8,345.06					
1	4987 06/05/25 crushed base	8,345.06*		1000	430200	400	101000
240936	999998 HUNTER O BARNES	300.00					
1	06/09/25 clothing allowance - boots	75.00*		1000	430200		101000
2	06/09/25 clothing allowance - boots	75.00*		5210	430500		101000
3	06/09/25 clothing allowance - boots	75.00*		5310	430600		101000
4	06/09/25 clothing allowance - boots	75.00*		5410	430830	220	101000
240937	02551 TRIPLE TREE ENGINEERING INC	1,397.50					
1	25-039-2 06/13/25 lift station easement staking	1,397.50		5310	430600	350	101000
240938	02425 DRY FORK PLUMBING & HEATING INC	4,451.90					
1	4392 06/19/25 634 Granite sewer main install	1,451.90		7030	470000		1 101000
2	4393 06/19/25 634 Granite plumbing 100% inst	3,000.00		7030	470000	900 229	1 101000

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240939	0263 STUTZ, JENNIFER	3,500.00						
1	06/24/25 6/25 legal services	875.00			1000	411100	350	101000
2	06/24/25 6/25 legal services	875.00			5210	430513	350	101000
3	06/24/25 6/25 legal services	875.00			5310	430613	350	101000
4	06/24/25 6/25 legal services	875.00			5410	430813	350	101000
240940	01947 MONTANA TAXPAYERS ASSOCIATION	60.00						
1	3108 07/15/25 Membership Dues	15.00*			1000	410550	300	101000
2	3108 07/15/25 Membership Dues	15.00			521.0	430570	300	101000
3	3108 07/15/25 Membership Dues	15.00*			5310	430670	300	101000
4	3108 07/15/25 Membership Dues	15.00*			5410	430870	300	101000
240941	01736 MUNICIPAL EMERGENCY SERVICES,	2,694.39						
1	2279670 06/11/25 CFD flow test SCBA's	2,694.39*		35302	1000	420400	300	101000
240942	02478 LEAVITT GROUP	150.00						
1	10031035 06/10/25 CFD insurance bond 3 year re	150.00*		35303	1000	420400	300	101000
40943	02623 SHELBY PAINT & HARDWARE	9,99						
1	44759 04/09/25 CFD water filter	9.99*		35304	1000	420400	200	101000
240944	01125 MT DEQ/PERMITTING & COMPLIANCE	4,869.40						
1	07/01/22 Solid Waste Management Lic #83	4,869.40*			5410	430840	300	101000
240945	00534 IVERSON CONSTRUCTION & CONCRETE	7,000.00						
1	06/24/25 626 Granite materials & labor	7,000.00			7030	470000	900 22	88 101000
240946	02601 NORTHERN PLAINS ELECTRIC LLC	5,704,35						
1	1997 06/23/25 remainder install willett hous	5,704.35			7030	470000	900 22	101000
40947	01946 ALL SEASON HEATING & AIR	8,796.20						
Roxy i	nitial payment - total cost \$17,150.00							
1	56186-1 06/25/25 Roxy-install furnace/a/c	8,500.00*			7030	470000	200	101000
	55978 06/06/25 CC a/c troubleshoot	186.20		35289	1000	460442	300	101000
3 !	55899 05/29/25 CC thermostat not working	110.00		35289	1000	460442	300	101000
40948	02699 FRESH START CLEANING MT LLC	125.00						
1 1	1012 06/24/25 6/25 Janitorial Service	31.25*			1000	411202	390	101000
2 1	1012 06/24/25 6/25 Janitorial Service	31.25*			5210	430520	390	101000
3 1	.012 06/24/25 6/25 Janitorial Service	31.25*			5310	430620	390	101000
4 1	012 06/24/25 6/25 Janitorial Service	31.25*	•		5410	430820	390	101000

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240949		00117 QUILL CORPORATION	67.87						
1	44669513	06/25/25 6x9 envelopes/tissue	16.96*		34683	1000	410550	200	101000
2	44669513	06/25/25 6x9 envelopes/tissue	16.97*		34683	5210	430570	200	101000
3		06/25/25 6x9 envelopes/tissue	16.97*		34683	5310	430670	200	101000
4		06/25/25 6x9 envelopes/tissue	16.97*		34683	5410	430870	200	101000
240950		00001 DEPARTMENT OF REVENUE	292.81						
1	06/30/2	5 Accom Tax Shel-oole Campground	292.81			7110	212500		101000
240951		00001 DEPARTMENT OF REVENUE	27.15						
1	06/30/23	3 Accom Tax Williamson Park	27,15			7110	212500		101000
240952		01984 BIG SKY CREATIVE WORKS	780.00		etrain LE Rosenata				
1	20250624	06/24/25 wellfield signs x13	780.00*		35300	5210	430500	300	101000
240953		02412 CORE & MAIN	147.77						
1	72438 06	/05/25 repair kit/brass sleeve/leathe	147.77*		35299	5210	430500	200	101000
240954		00703 RECREATION SUPPLY CO	124.14						
1	535316 06	5/14/25 test kit/reagent chemical	124.14		35298	1000	460445	200	101000
240955		02069 NATIONAL LAUNDRY CO	140.89						
2	65705 04,	/09/25 towels-red rags	-5.06*		35238	1000	430200		101000
3		/09/25 towels-red rags	-5.08*		35238	5210	430500	200	101000
4		/09/25 towels-red rags	-5.08		35238	5310	430600		101000
5	65705 04/	/09/25 towels-red rags	-5.08*		35238	5410	430840	200	101000
6	73208 05/	/07/25 laundry service	-0.61*		35274	1000	430200		101000
7	73208 05/	/07/25 laundry service	-0.61*		35274	5210	430500	200	101000
8	73208 05,	/07/25 laundry service	-0.61		35274	5310	430600	200	101000
9	73208 05/	/07/25 laundry service	-0.61*		35274	5410	430840		101000
10	80811 06/	/04/25 red shop towels/laundry	40.90*		35297	1000	430200	200	101000
11	80811 06/	04/25 red shop towels/laundry	40.91*		35297	5210	430500		101000
12	80811 06/	/04/25 red shop towels/laundry	40.91		35297	5310	430600	200	101000
13	80811 06/	/04/25 red shop towels/laundry	40.91*		35297	5410	430840	200	101000
240956		00037 NORTHWEST PIPE FITTINGS INC	1,495.78		We have a production				
1	2357076 (	05/29/25 1" curb stop/1" coupler/repai	1,495.78*		35295	5210	430500	200	101000
240957		00026 MARIAS RIVER ELECTRIC COOP INC	296.68						
1	2485 05/2	29/25 troubleshoot power fail at riv	296.68*		35294	5210	430500	300	101000

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Line #	Invoice #/	Inv Date/Description	Line \$		PO #	Fund	Org Acct	Object Proj	Account
240958	01517 SULL	VAN BROS CONSTRUCTION INC	500.00						
1	8092 05/30/25 locate	r trace sewer line-camer	500.00		35293	5310	430600	300	101000
40959	02609 DE NO	RA WATER TECHNOLOGIES LLC	225.60						
1	9200103281 06/12/25	uvt ribbon cables	225.60*		35290	5210	430500	200	101000
40960	02097 FASTE	NAL COMPANY	303.74						
1	239452 05/27/25 ss b	olt/misc sizes	41.05*		35288	1000	430200	200	101000
2	239452 05/27/25 ss b	olt/misc sizes	41.05*		35288	5210	430500	200	101000
3	239452 05/27/25 ss b	olt/misc sizes	41.05		35288	5310	430600	200	101000
4	239452 05/27/25 ss b	olt/misc sizes	41.05*		35288	5410	430840	200	101000
5	239369 06/19/25 disp	gloves	22.90*		35288	1000	430200	200	101000
6	239369 06/19/25 disp	gloves	22.92*		35288	5210	430500	200	101000
7	239369 06/19/25 disp	gloves	22.92		35288	5310	430600	200	101000
8 .	239369 06/19/25 disp	gloves	22.92*		35288	5410	430840	200	101000
9	239802 06/17/25 safe	ty glasses	11.97*		35288	1000	430200	200	101000
10	239802 06/17/25 safe	ty glasses	11.97*		35288	5210	430500	200	101000
11	239802 06/17/25 safe	ty glasses	11.97		35288	5310	430600	200	101000
12	239802 06/17/25 safe	cy glasses	11.97*		35288	5410	430840	200	101000
40961	31341S 01329 CITY	OF SHELBY	344.36						
1	06/26/25 energy shar	re assistance	344.36			7060	450138	710	101000
40962	00088 CARQUI	ST AUTO PARTS	235,18						
1 3	386381 05/28/25 towel	s/brushes	4.12*		35353	1000	430200	200	101000
2 3	386381 05/28/25 towe:	.s/brushes	4.12*		35353	5210	430500	200	101000
3 3	386381 05/28/25 towel	s/brushes	4.12		35353	5310	430600	200	101000
4 3	886381 05/28/25 towe	s/brushes	4.12*		35353	5410	430830	200	101000
5 3	368407 05/29/25 maste	r disc	20.60*		35353	1000	430200	200	101000
6 3	68407 05/29/25 maste	r disc	20.62*		35353	5210	430500	200	101000
7 3	68407 05/29/25 maste	r disc	20.62		35353	5310	430600	200	101000
8 3	68407 05/29/25 maste	r disc	20.62*		35353	5410	430830	200	101000
9 3	86892 06/09/25 batte	ry-warranty replace	0.00*		35353	1000	430200	200	101000
10 3	86892 06/09/25 batte	ry-warranty replace	0.00*		35353	5210	430500	200	101000
11 3	86892 06/09/25 batte	ry-warranty replace	0.00		35353	5310	430600	200	101000
12 3	86892 06/09/25 batte	ry-warranty replace	0.00*		35353	5410	430830	200	101000
13 3	87457 06/23/25 clean	ing wipes	3.41*		35353	1000	430200	200	101000
14 3	87457 06/23/25 clean	ing wipes	3.41*		35353	5210	430500	200	101000
15 3	87457 06/23/25 clean	ing wipes	3.41		35353	5310	430600	200	101000
16 3	87457 06/23/25 clean	ing wipes	3.41*		35353	5410	430830	200	101000
	87185 06/16/25 combo	•	65.73*		35353	5410	430840	200	101000

CITY OF SHELBY
Claim Details
For the Accounting Period: 6/25

Page: 12 of 14 Report ID: AP100

Claim	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	In	Invoice #/Inv Date/Description	Line \$	Line \$		Fund Org Acct		Object Proj	Account
240963	02	045 NAPA AUTO PARTS	476.59						
1	234751 06/1	7/25 air filter/cab filter	11.22*		35354	1000	430200	200	101000
2		7/25 air filter/cab filter	11.21*		35354	5210	430500	200	101000
3	234751 06/1	7/25 air filter/cab filter	11.21		35354	5310	430600	200	101000
4	234751 06/1	7/25 air filter/cab filter	11.21*		35354	5410	430840	200	101000
5	234650 06/1	6/25 air freshner	1.49*		35354	1000	430200	200	101000
6	234650 06/10	5/25 air freshner	1.50*		35354	5210	430500	200	101000
7	234650 06/10	5/25 air freshner	1.50		35354	5310	430600	200	101000
8	234650 06/16	5/25 air freshner	1.50*		35354	5410	430840	200	101000
9	234512 06/1:	2/25 electrical connector	3.49*		35354	1000	430200	200	101000
10	234512 06/1	2/25 electrical connector	3.50*		35354	5210	430500	200	101000
11	234512 06/13	2/25 electrical connector	3.50		35354	5310	430600	200	101000
12		2/25 electrical connector	3.50*		35354	5410	430840	200	101000
13		2/25 squeegee	2.84*		35354	1000	430200	200	101000
14		2/25 squeegee	2.85*		35354	5210	430500	200	101000
15		2/25 squeegee	2.85		35354	5310	430600	200	101000
16		2/25 squeegee	2.85*		35354	5410	430840	200	101000
17		0/25 carlyle tool/warranty	1.57*		35354	1000	430200	200	101000
18		0/25 carlyle tool/warranty	1.59*		35354	5210	430500	200	101000
19		0/25 carlyle tool/warranty	1.59		35354	5310	430600	200	101000
20		0/25 carlyle tool/warranty	1.59*		35354	5410	430840	200	101000
21	234773 06/18		5.90*		35354	1000	430200	200	101000
22	234773 06/18		5.89*		35354	5210	430500	200	101000
23	234773 06/18		5.89		35354	5310	430600	200	101000
24	234773 06/18		5.89*		35354	5410	430840	200	101000
25		7/25 air filter	5.22*		35354	1000	430200	200	101000
26		7/25 dir filter	5.22*		35354	5210	430500	200	101000
27		7/25 air filter	5.22		35354	5310	430600	200	101000
28		7/25 air filter	5.22*		35354	5410	430840	200	101000
29		7/25 air filter	22.85*		35354	1000	430200	200	101000
30		7/25 air filter	22.85*		35354	5210	430500	200	101000
31		7/25 air filter	22.85		35354	5310	430600	200	101000
0.000		7/25 air filter	22.85*		35354	5410	430840	200	101000
32 33		5/25 battery	112.52*		35354	1000	460430	200	101000
			72.60*		35354	1000	460430		101000
34		2/25 trailer wire/lights	3.99*		35354	1000	460430		101000
35		9/25 cap screw	41.09*		35354	1000	460430		101000
36		9/25 battery box/cable	21.99*		35354	5410	430840		101000
37	AND TO THE PARTY OF THE PARTY O	5/25 blue def	5.99*		35354	5410	430840		101000
38	234110 06/05	5/25 mini fuses	5.99*		22224	2410	430040	200	201000

CITY OF SHELBY Claim Details

For the Accounting Period: 6/25

Page: 13 of 14 Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org	Acct	Object Proj	Cash Account
240964	l	01953 PHILADELPHIA INSURANCE COMPAN	IES 1,813.00						
1	06/10/25	TBID Non Profit Package	885.00			7199	460301	701	101000
2	06/10/25	TBID Flexi Plus Five	928.00			7199	460301	701	101000
240965		02615 NORMAN'S SPORT & WESTERN	419.90						
1	06/07/25	clothing-Hoover-shoes/shirts	75.00*			1000	430200	220	101000
2	06/07/25	clothing-Hoover-shoes/shirts	75.00*			5210	430500	220	101000
3	06/07/25	clothing-Hoover-shoes/shirts	75.00*			5310	430600	220	101000
4	06/07/25	clothing-Hoover-shoes/shirts	75.00			5410	430840	220	101000
5	06/15/25	clothing-Lampert-pants	29.98*			1000	430200	220	101000
6	06/15/25	clothing-Lampert-pants	29.98*			5210	430500	220	101000
7	06/15/25	clothing-Lampert-pants	29.97*			5310	430600	220	101000
8	06/15/25	clothing-Lampert-pants	29.97			5410	430840	220	101000
240966	C	00119 SHELBY VOLUNTEER FIRE DEFT	13,260.00						
1	06/30/25	CFD retirements x18	13,260.00*			1000	420400	300	101000
240967	C	00119 SHELBY VOLUNTEER FIRE DEPT	1,761.00						
1	06/30/25	CFD treasurers wages April-Jun	300.00*			1000	420400	300	101000
· 2	06/30/25	CFD secretary wages April-June	300.00*			1000	420400	300	101000
3	06/30/25	RFD wages April-June	763.00			1000	420401	300	101000
4	06/30/25	CFD wages April-June	398.00*			1000	420400	300	101000
40968	0	0078 NORTHERN EXPRESS TRANSPORTATION	N 97,316.86						
1	7-25 07/01	/25 rail pay app 10 T.P. construct	97,316.86*			2310	430000	300	101000
		# of Claims 68 To	tal: 324,898.44						•
		Total Electronic Clair	ms 1,658.00	Total Non-	-Electronic C	laims :	323240,	44	

CITY OF SHELBY
Fund Summary for Claims
For the Accounting Period: 6/25

Page: 14 of 14 Report ID: AP110

Fund/Account	Amount
0 GENERAL	
101000 Cash-Operating	114,604.32
2310 TAX INCREMENT FINANCING DISTRICT (TIFD)	
101000 Cash-Operating	97,816.86
2400 STREET LIGHTING DISTRICT NO. 35	
101000 Cash-Operating	4,482.46
2940 CDBG HOUSING FUND	
101000 Cash-Operating	288.00
5210 WATER UTILITY	
101000 Cash-Operating	36,998.31
5310 SEWER UTILITY	
101000 Cash-Operating	18,347.97
5410 SOLID WASTE UTILITY	
101000 Cash-Operating	21,863.51
7030 HOUSING FUND	
101000 Cash-Operating	28,019.69
7060 SHELBY ENERGY SHARE	
101000 Cash-Operating	344.36
7110 ACCOMMODATIONS TAX	
101000 Cash-Operating	319.96
7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID)	
101000 Cash-Operating	1,813.00
To	tal: 324,898.44

# See what's possible.



2501 Belt View Drive Helena, MT 59601 Ph: (406) 449-8627 F: (406) 449-8631

### BILLINGS

6780 Trade Center Avenue BiHings, MT 59101 Ph: (406) 652-5000 F: (406) 248-1363

### BOISE

3050 N Lakeharbor Lane Suite 201 Boise, ID 83703 Ph: (208) 576-6646

### GREAT FALLS

702 2nd Street S, #2 Great Falls, MT 59405 Ph: (406) 952-1109

N Division Street Suffe F Spokane, WA 99218

Ph: (509) 413-1430



June 24, 2025

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

RE: Recommendation to Award

Shelby Wastewater System Improvements Backup Generators

Dear Mayor McDermott and Council:

We have reviewed the bids received on June 10, 2025 from three contractors for the construction of the above referenced project. The project includes permanent backup power for the City's three lift stations.

Jones Z Electric, LLC has previously submitted qualifications documenting that it has successfully completed similar projects. Additionally, it successfully completed the backup generator project for the booster and treatment buildings.

Jones Z Electric, LLC did not sign the bid form when it was submitted. However, the City attorney has reviewed the documents and provided his legal opinion that this is an informality. Please reference the City Attorney's memo for additional details.

Great West Engineering, Inc. recommends the award of the Shelby Wastewater System Improvements Project Backup Power contract to Jones Z Electric, LLC. The total bid price and recommended project total is \$218,850.00. Please see attached bid tabs for details.

Attached is the Notice of Award document. If you concur with this recommendation, please sign the attached Notice of Award. I will then start the contracting process with Jones Z Electric, Inc.

If you have any guestions, please do not hesitate to contact me at 406-495-6160.

Sincerely,

Great West Engineering, Inc.

Amy Deitchler, PE Project Manager

Encl.: Certified Bid Tabulations

Notice of Award - Jones Z Electric, LLC

cc: Matt Blank, MCEP; Mia Belting, DNRC-RRGL

Y:\Shared\Helena Projects\1-19332-Shelby On-Call Engineering Services\TO7 - Wastewater\Project\Construction Management\Award\Shelby Generators Recommendation to Award.docx

Shelby Wastewater-Backup Generators (#9697015)

Owner: City of Shelby Solicitor: Great West Engineering 06/10/2025 02:00 PM MDT



Item Code	Item Description	UofM	Quantity	Engineer	r Estimate	Jones Z I	Electric LLC	Northern P	lains Electric		Controls and ectric
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
101	Mobilization	LS	1	\$35,000.00	\$35,000.00	\$11,000.00	\$11,000.00	\$20,000.00	\$20,000.00	\$8,500.00	\$8,500.00
102	Exploratory Excavation	HR	10	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$160.00	\$1,600.00	\$350.00	\$3,500.00
103	Backup Generator Pamida Lift Station	LS	1	\$85,000.00	\$85,000.00	\$44,602.00	\$44,602.00	\$55,000.00	\$55,000.00	\$66,481.07	\$66,481.07
104	Backup Generator Dixie Inn Lift Station	LS	1	\$75,000.00	\$75,000.00	\$41,581.00	\$41,581.00	\$50,000.00	\$50,000.00	\$63,171.37	\$63,171.37
105	Backup Generator Prison Lift Station	LS	1	\$110,000.00	\$110,000.00	\$58,567.00	\$58,567.00	\$65,000.00	\$65,000.00	\$85,807.87	\$85,807.87
106	Electrical	LS	1	\$55,000.00	\$55,000.00	\$56,300.00	\$56,300.00	\$31,225.19	\$31,225.19	\$59,345.83	
107	Type B Surface Restoration	LS	1	\$25,000.00	\$25,000.00	\$4,800.00	\$4,800.00	\$1,500.00		\$67.00	\$67.00
Base Bid To	etal:				\$387,500.00		\$218,850.00		\$224,325.19		\$286,873.14

I, Amy Deitchler, PE, hereby certify that this tabulation of bids is a true representation of the bids received on June 10, 2025.



### **NOTICE OF AWARD**

Date of Issuand	æ:		
Owner:	City of Shelby	Owner's Project No.:	
Engineer:	Great West Engineering, Inc.	. Engineer's Project No.:	1-19332 TO7
Project:	City of Shelby Wastewater S	ystem Backup Power	
Contract Name	: City of Shelby Wastewater S	ystem Backup Power	
Bidder:	Jones Z Electric.		
Bidder's Addres	ss: 807 1st Ave NW, Conrad, MT	59425	
You are notified to	that Owner has accepted your Bio essful Bidder and are awarded a C	d dated June 10, 2025 for the above Cor Contract for:	ntract, and that
New per Lift Statio	manent backup generator for the on.	e Pamida Lift Station, Prison Lift Station	n, and Dixie Inr
on the provisions	e of the awarded Contract is \$216 of the Contract, including but no med on a cost-plus-fee basis, as a	8,850. Contract Price is subject to adjust It limited to those governing changes, U pplicable.	tment based nit Price Work,
6 unexecuted cou Contract Docume Bidder electronica	ents accompanies this Notice of A	mpany this Notice of Award, and one coward, or has been transmitted or made	opy of the available to
☐ Drawin	ngs will be delivered separately fr	om the other Contract Documents.	
You must comply Notice of Award:	with the following conditions pre	ecedent within 15 days of the date of re	ceipt of this
1. Deliver to	Owner <u>6</u> counterparts of the Agr	reement, signed by Bidder (as Contracto	or).
<ol><li>Deliver wi payment l</li></ol>	ith the signed Agreement(s) the C	Contract security (such as required perfortion, as specified in the Instructions to	ormance and
3. Other con	ditions precedent (if any):		
Failure to comply default, annul this	with these conditions within the t Notice of Award, and declare you	time specified will entitle Owner to con ur Bid security forfeited.	sider you in
counterpart of the	er you comply with the above con Agreement, together with any ac raph 2.02 of the General Conditio	nditions, Owner will return to you one f dditional copies of the Contract Docum ons.	fully signed ents as
Owner:			
By (signature):			
Name (printed):	Gary McDermott	***************************************	
Title:	Mayor		
Copy: Engineer			

EJCDC® C-510, Notice of Award.

### **MEMORANDUM**

TO: City Council

FROM: Logan Fehler, City Attorney

RE: Notice of Award on Agenda for July 7, 2025, City Council Meeting

DATE: June 25, 2025

This memorandum is intended to inform the City Council of an inconsistency of form with the lowest bid application for the waste water lift station backup generators and advise the City Council as to how to address the inconsistency with regards to awarding a contract for the project.

The lowest bid application for the project, which was submitted by Jones Z Electric LLC, lacked a signature on the bid form where one was required pursuant to the bid instructions.

Otherwise, Jones Z Electric LLC's bid form conforms with the bid instructions.

The portions of the bid instructions relevant here are as follows:

12.01 The Bid Form is included with the Bidding Documents. A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink.

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days

thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

Under the Fifth and Fourteenth Amendments to the U.S. Constitution, individuals or business entities may be entitled to due process of law before they are deprived of a benefit provided to them by the government if they are found to have a property interest in such benefit. "To have a property interest in a benefit, a person clearly must have more than an abstract need or desire for it. He must have more than a unilateral expectation of it. He must, instead, have a legitimate claim of entitlement to it." *Ahktar v. Van Der Wetering*, 642 P.2d. 149, 153 (Mont. 1982) (quoting *Board of Regents of State Colleges v. Roth*, 408 U.S. 564, 577 (1972)). "...[A] property right will not exist where there is broad discretion involved in the award of a benefit..." *ISC Distributors, Inc. v. Trevor*, 903 P.2d. 170, 175 (Mont. 1995). Due process-triggering property interests are typically based on specific statutory or contractual provisions, but can also be based on rules or mutually explicit understandings between an individual person or entity and the government. *Id.* at 173-74.

Title 7, Part 5, Chapter 43 of the Montana Code provides for the statutory regulation of the competitive bidding process for municipalities. It provides that "[A] contract for the purchase of any automobile, truck, other vehicle, road machinery, other machinery, apparatus, appliances, equipment, or materials or supplies or for construction, repair, or maintenance in excess of \$80,000 must be let to the lowest responsible bidder after advertisement for bids." Montana Code Annotated § 7-5-4302(1). It also provides that "The council may: (a) postpone awarding a contract until the next regular meeting after bids are received in response to the advertisement; (b) reject any or all bids; and (c) readvertise as provided in this section." § 7-5-4302(3).

Both the statutory provision allowing city councils to "reject any and all bids" and clause 18.01 in the bid instructions give the City significant discretion in its ability to reject bids or waive minor informalities in bids. Based on the standards for determining due process-triggering property interests established by Montana case law, this level of discretion regarding the City's ability to reject bids or waive immaterial informalities in bids strongly indicates that there is not sufficient entitlement to the benefit of receiving the award for any of the bid applicants to have a due process-triggering property interest in the award.

Clause 20.01 in the bid instructions mandates that a written contract be signed by both parties after a bid is awarded and nullifies an awarded bid if such written contract is not signed by the bidder within a fifteen-day time frame. The fact that awarded bids are conditional on the bidder's future signature on a written contract makes the lack of signature on the bid form immaterial or, as stated in the criteria for waiver provided in clause 18.01 of the bid instructions, a minor informality "not involving price, time, or changes in the Work."

Therefore, the City Council has the discretion to either: 1. reject the Jones Z Electric LLC's bid for being nonconforming due to lack of a required signature; 2. Waive the informality and accept Jones Z Electric LLC's bid as the lowest responsible bid, on the basis that the requirement of a future executed contract following award of the bid provided in clause 20.01 of the bid instructions makes the signature on the bid form immaterial; or 3. Reject all bids pursuant to MCA § 7-5-4302(3) and readvertise. Given the fiscal benefit of the City awarding bids to the lowest bidder, my advice as City Attorney is to waive the informality in Jones Z Electric LLC's bid and award them the bid as lowest bidder, so long as the City Council finds Jones Z Electric LLC to be a responsible bidder.

Sincerely,

8D

Logan Fehler

City Attorney

### CONTRACT FOR JANITORIAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2025, by and between the CITY OF SHELBY, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, 112 1<sup>ST</sup> St S, Shelby, MT 59474, hereinafter referred to as "City," and Justice Moore, dba Fresh Start Cleaning Mt, LLC, 110 4<sup>th</sup> St, Sunburst, MT 59482, hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Purpose</u>: City agrees to hire Contractor as an independent contractor to perform for City the services described in the Scope of Services attached hereto as Exhibit A and by this reference made a part hereof.
- 2. Effective Date: This Agreement is effective upon the date of its execution and will terminate on the 30th day of June, 2028. The parties may extend this agreement in writing prior to its termination.
- 3. <u>Scope of Work</u>: Contractor will perform the work and provide the services in accordance with the specifications and requirements of the Scope of Services.
- 4. Payment: City agrees to pay Contractor \$25.00/HR UP TO A MAXIMUM OF \$2166.00 PER MONTH for the work described in the Scope of Services. The contractor shall submit a bill monthly. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.
- 5. <u>Independent Contractor Status</u>: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

- 6. <u>Indemnity and Insurance</u>: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. For this purpose, Contractor shall provide City with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million per occurrence. The insurance must be in a form suitable to City.
- 7. <u>Warranty</u>: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser of a period of one (1) year from the time services are completed or any warranty described in the Scope of Services.

- **8.** Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.
- 9. <u>Contractors' Gross Receipts Tax</u>: Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.
- 10. <u>Nondiscrimination</u>: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.	of
12. <u>Liaison</u> : City's designated liaison with Contractor is Finance Officer Jade Goroski, and Contractor's designated liaison with City is Justice Moore.	
13. <u>Applicability</u> : This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.	
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.	
Fresh Start Cleaning Mt, LLC	
Justice Moore	
CITY OF SHELBY	
Gary McDermott, Mayor	
ATTEST:	
Jade Goroski, Finance Officer	
	4

### EXHIBIT A

### SCOPE OF SERVICE

neral Purpose

Janitorial care and maintenance for 20 hours/week up to a maximum of 86 hours/month.

### 1. CITY HALL, 112 1st St S - maximum of 3 hours per week

Janitorial care and maintenance of City Hall to keep facilities clean.

### 2. CIVIC CENTER, 669 Park Ave – maximum of 17 hours per week

Gym Floor, Workout Room, Raquet Ball Court, Bathrooms, Shower Gym Floor Buffed two times a month, more if needed Bathrooms Cleaned four times a week, as needed

### **Essential Duties and Responsibilities**

Cleans and polishes lighting fixtures and trim.

Cleans rooms, hallways, lobbies, restrooms, corridors, and other work areas.

Sweeps, scrubs, waxes, and polishes floor.

Cleans and vacuums rugs, carpets, upholstered furniture, and draperies.

Dusts furniture and equipment.

Washes walls, ceiling, and woodwork. Washes windows, door panels, and sills.

Typties wastebaskets.

insports trash and waste to disposal area.

Replenishes bathroom supplies. Replaces light bulbs.

Inspects and maintains assigned custodial equipment and small tools for proper operating condition.

Opens and closes, locks and unlocks facilities as needed.

### Tools and Equipment Used

Floor buffers, steam cleaners, carpet cleaners, washers, vacuum, mops, broom, dusting equipment.



# SWS Equipment, LLC.

Four Locations Serving Washington, Idaho, Montana, Oregon All Correspondence Remit: PO Box 13040, Spokane, WA 99213

800-892-7831 ~ Fax 509-533-1050 ~ alanl@swsequipment.com

www.SWSequipment.com

-			_	
O	 7 t	2	$\Gamma \sim$	

City of Shelby Luis Correa

Phone:

Cell: (406) 750-2952

Ship To:

112 1st St.South

Shelby, MT 59474

Bill To:

112 1st St.South Shelby, MT 59474

Description

Quote #:

2304.1

Date: Sales Rep:

07/01/2025 Alan Larson

FOB:

Shelby

Ship Via:

Bestway

Est. Ship Date: Term:

45 Days from Order Net on Delivery

Qty

25

1

Enterprise 3 yard Side Load Container

Vendor Supplied Freight Direct to Shelby

Unit Price

Ext. Price

\$ 976.00

\$ 24,400.00

\$ 2,585.00

\$ 2,585.00

Subtotal \$3,561.00

\$ 26,985.00

#947.62 cach lustyew

**Grand Total** 

\$ 26,985.00

### **QUOTE VALID FOR 30 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 THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

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

	1 <u>2</u> 17	
Signature:	Printed Name:	Date:

### **RESOLUTION NO. 2105**

# A RESOLUTION APPOINTING CITIZENS TO THE BOARD OF ADJUSTMENT AND ZONING COMMISSION

BE IT RESOLVED, that the following citizens shall be appointed to the Board of Adjustment for the City of Shelby, Montana, and the Zoning Commission for the City of Shelby, Montana:

- 1. Aaron Heaton, residing at 609 3rd St S
- 2. Robert Tasker, residing at 826 6th St S
- 3. Robert Longcake, residing at 301 Valley St
- 4. Lyle Kimmet, residing at 846 Hill Ave
- 5. Bill Moritz, residing at 807 7th St S
- 6. Jayce Yarn, residing at 350 O'Haire Blvd

Each of these individuals shall be appointed to both the Board of Adjustment and the Zoning Commission for a term of three (3) years.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA, AND APPROVED BY THE MAYOR ON THIS  $7^{\rm th}$  DAY OF JULY, 2025.

:	GARY MCDERMOTT, MAYOR
ATTEST:	
	<u> </u>
JADE GOROSKI, FINANCE OFFICER	

### **RESOLUTION NO. 2106**

# A RESOLUTION APPROVING MODIFACTION OF REAL ESTATE PURCHASE AGREEMENT RE: 634 GRANITE AVE

BE IT RESOLVED, that the City Council of Shelby, Montana, in its capacity as governing body of the City of Shelby, Montana, approves and adopts the modification to the Real Estate Purchase Agreement between the City of Shelby and Ron and Sandra Hubbard, attached to this Resolution as an Exhibit.

PASSED AND ADOPTED BY THE CITY COUNC MONTANA, AND APPROVED BY THE MAYOR	
	GARY MCDERMOTT, MAYOR
ATTEST:	
JADE GOROSKI, FINANCE OFFICER	

### MODIFICATION OF REAL ESTATE PURCHASE AGREEMENT

COMES NOW, the **CITY OF SHELBY** a Municipal Corporation organized and existing under and pursuant to the laws of the State of Montana, 112 1<sup>st</sup> Street South, Shelby, MT 59474, hereinafter referred to as "SELLER", and **RONALD L. HUBBARD and SANDRA HUBBARD**, a married couple residing at 1374 N 550 W, Clinton, UT 84015, hereinafter collectively referred to as "BUYER," and hereby mutually assent to the following modifications to the previously executed and agreed upon Real Estate Purchase Agreement (hereinafter "the Original Agreement") pertaining to a property commonly referred to as 634 Granite Ave in Shelby, Montana:

- 1. Closing shall occur on July 15, 2025 at Flying S Title and Escrow in Shelby, Montana. All terms and conditions in the Original Agreement shall be construed with the understanding that July 15, 2025, is the agreed upon Closing date and that July 15, 2025 is before the expiration of the Closing deadline.
- 2. BUYER acknowledges that they have received the title commitment, has no objections to the condition of the title to the property, and hereby waives all rights conferred upon them by Paragraphs 7 and 8 or the Original Agreement, other than its right to title insurance paid for by SELLER.
- 3. The completion date for construction provided in Paragraph 10 of the Original Agreement shall be changed to July 15, 2025.
- 4. BUYER acknowledges that they have had a licensed home inspector inspect the property, have reviewed the report produced the such inspector, have no objections to the condition of the property within the scope of the inspection, and hereby waive all rights conferred upon them by Paragraph 15 of the Original Agreement.
- 5. Paragraph 6 of the Original Agreement shall be nullified. There shall be no option for unilateral movement of the July 15, 2025, Closing date by either party.
- 6. Both parties hereby waive and agree not to pursue any and all claims for breach of contract stemming from the Original Agreement which may or may not have occurred prior to the date of execution of the modification.
- 7. Pursuant to Montana law, the modification must be approved by the City Council of Shelby, Montana. The modification shall be placed on the agenda at the July 7, 2025, City Council meeting. Approval of the Modification shall be a condition precedent to its execution.
- 8. Unless expressly stated hereinbefore, all terms and conditions of the Original Agreement remain in full force and effect notwithstanding the execution of this modification agreement.

DATED this	day of	, 2025

Ronald L. Hubbard
BUYER
Sandra Hubbard
<b>BUYER</b>
Gary McDermott
Mayor, Representative of SELLER

## 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: Logan Fehlers City Supt.: Eric Kary

Animal Control: Anthony Botts Finance Officer: Jade Goroski

Judge: Donna Whitt

5/21/2025

Sons of Norway Normont Lodge 507 320 8<sup>th</sup> Ave SE Cut Bank, MT 59427

Dear Sons of Norway,

Thank you so much for your \$500 donation. As per your request, this donation will be used for the swimming pool. It will go towards the window replacement we have planned.

Thank you again.

Sincerely,

Jade Goroski