

AGENDA
CITY COUNCIL MEETING
CITY OF SHELBY
October 5, 2020
6:30 P.M.

ROLL CALL OF MEMBERS
PLEDGE OF ALLEGIANCE

OPEN PUBLIC HEARING

- Conditional Use Permit – Dabuchas’ Outdoors, 501 Glacier Ave

APPROVAL OF MINUTES

- Regular Council Meeting, 09/21/20 (pgs. 5-7)

APPEARANCE REQUESTS

- Agenda Items
- Non-Agenda Items

CLAIMS REPORT 09/30/20 (pgs. 8-19)

BUILDING INSPECTOR

- Building Inspector Report, September 2020 (pg. 20)

COMMITTEE REPORTS

- Park & Rec Committee Meeting Minutes, 9/28/20 (pgs 21-22)

CITY ATTORNEY

-

CITY FINANCE OFFICER

-

CITY SUPERINTENDENT

-

COMMUNITY DEVELOPMENT DIRECTOR

OTHER MATTERS

- Dump Truck Purchase (pg.23)
- Structural Evaluation (pgs. 24-25)
- Storm Water Change Order #8 – Quantity Adjustment (pgs. 26-29)
- SK Geotechnical – 4th Cell (pgs. 30-36)
- Meter Purchase
- Computer Purchase
- Landfill & Civic Center Security Cameras (pgs. 37-58)
- Wellfield Project

ADJOURN

CITY OF SHELBY MEETING SCHEDULE

October 5, 2020

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

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

October 13, 2020 (due to Columbus Day)

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

October 19, 2020

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

October 26, 2020

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

CITY COUNCIL PACKET LISTING

A. Agenda

B. Agenda Items

1. Minutes of Regular Council Meeting, 9/21/20
2. Claims Report, 09/30/20
3. Building Inspector Report, 09/30/20
4. Park & Rec Committee Meeting Minutes, 9/28/20
5. 9/23/20 Bouma Truck Sales Purchase Order for Dump Truck
6. Task Order No. 2 - Scope of Services, O'Haire Sign & Rainbow Hotel Structural Evaluation
7. KLJ Change Order No. 8 - Quantity Adjustment
8. 9/30/2020 Paperwork from SK Geotechnical re: 4th Cell
9. Security Cameral Proposals for Landfill & Civic Center

C. Correspondence

1. 10/01/2020 Summary of Port of Northern Montana board meeting
2. 9/30/20 Letter to Mountain Bike Trail Specialists re: Bid Solicitation
3. 9/22/20 Email from Jade Goroski re: Trick or Treat in Shelby
4. 9/17/20 Letter to Kent Haab, Education Specialist with MT Dept of Revenue re: Toole County Responsible Alcohol Sales & Service
5. Information re: Tapping Fees & TIFD

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
September 21, 2020

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

Other citizens present: Tyler Padilla.

PLEDGE OF ALLEGIANCE

REGULAR MEETING MINUTES 9/8/20

HEATON MADE A MOTION TO APPROVE THE 9/8/2020 MINUTES. SECONDED BY MORITZ. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCH. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

APPEARANCE REQUESTS

- Agenda Items - None
- Non-Agenda Items - None

COMMITTEE REPORTS

- Law Enforcement Report - Tyler Padilla
- City-County Planning Board Minutes, 9/14/2020

BUILDING INSPECTOR

- Annual Review of Conditional Use Permits

CITY ATTORNEY

- NCMRWA - Water Transmission Agreement:
MORITZ MADE A MOTION TO APPROVE THE WATER TRANSMISSION AGREEMENT WITH NOTED CHANGES. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCH. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.
- NCMRWA - OM&R Agreement
MORITZ MADE A MOTION TO THE OM&R AGREEMENT. SECONDED BY HEATON. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCH. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

CITY FINANCE OFFICER

1. City Judge's Report, August 2020

2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, 8/31/20
KIMMET MADE A MOTION TO APPROVE THE REPORTS. SECONDED BY HEATON. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESC. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.
3. City of Shelby Delinquent Taxes, 8/31/20
 - Civic Center Equipment Purchase
MORITZ MADE A MOTION TO APPROVE THE WEIGHT ROOM EQUIPMENT PURCHASE FOR \$11,077. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESC. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

CITY SUPERINTENDENT

Luis provided an update on what the crew has been working on for the past couple weeks.

COMMUNITY DEVELOPMENT DIRECTOR

Lorette provided notes has a handout

OTHER MATTERS

- Arbor Day Proclamation
- Skate Park
HEATON MADE A MOTION TO APPROVE THE SKATE PARK LOCATION AT THE OLD TENNIS COURTS NEAR THE FIREHALL. SECONDED BY FRYDENLUND. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESC. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

ADJOURN

AT 8:20 P.M. HEATON MADE A MOTION TO ADJOURN THE MEETING. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESC. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

GARY MCDERMOTT, MAYOR

ATTEST:

JADE GOROSKI, FINANCE OFFICER

10/01/20
11:19:53

CITY OF SHELBY
Claim Details
For the Accounting Period: 9/20

Page: 1 of 12
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
200161	00343 ENERGY LABORATORIES INC	760.00						
1	342920 09/15/20 Lagoon Effluent	212.00		32939	5310 430600	300	101000	
2	341535 09/10/20 Lagoon Effluent	137.00		32939	5310 430600	300	101000	
3	340083 09/03/20 Lagoon Effluent	137.00		32939	5310 430600	300	101000	
4	345747 09/28/20 Lagoon Effluent	137.00		32950	5310 430600	300	101000	
5	346746 09/30/20 Lagoon Effluent	137.00		32950	5310 430600	300	101000	
200162	00088 CARQUEST AUTO PARTS	29.97						
1	2567314181 08/28/20 CFD-Fuses	9.98		32859	1000 420400	200	101000	
2	2567313992 08/22/20 CFD-Starter Sol	19.99		32859	1000 420400	200	101000	
200163	01137 AQUA TECH LABORATORY	80.00						
1	33384 09/09/20 Monthly Coliform Water Testing	80.00		32937	5210 430500	300	101000	
200164	27070S 01426 NORTHERN FORD	33,468.00						
	Council Approved 6/1/20							
	#1FT7W2B63LEE22197							
1	09/10/20 2020 Ford F250 XL Crew Pickup	16,734.00			1000 430200	900	101000	
2	09/10/20 2020 Ford F250 XL Crew Pickup	16,734.00			5310 430601	900	101000	
200165	-98438E 01486 USDA RURAL DEVELOPMENT	1,603.00						
1	09/08/20 Fire Hall Improvement Loan	1,371.47			1000 490527	610	101000	
2	09/08/20 Fire Hall Improvement Loan-Int	231.53			1000 490527	620	101000	
200166	-98439E 00111 FIRST STATE BANK	140.80						
1	09/02/20 Monthly Bank Service Charge	35.20			1000 410550	300	101000	
2	09/02/20 Monthly Bank Service Charge	35.20			5210 430570	300	101000	
3	09/02/20 Monthly Bank Service Charge	35.20			5310 430670	300	101000	
4	09/02/20 Monthly Bank Service Charge	35.20			5410 430870	300	101000	
200167	27075S 00144 POSTMASTER	303.59						
1	09/23/20 9/20 UB Postage	101.20			5210 430570	310	101000	
2	09/23/20 9/20 UB Postage	101.20			5310 430670	310	101000	
3	09/23/20 9/20 UB Postage	101.19			5410 430870	310	101000	
200168	00309 PREFERRED OFFICE EQUIPMENT	11,212.24						
	Council Approved 9/8/20							
1	34575 09/15/20 9/20 Maintenance & Copies	192.01			1000 411050	300	101000	
2	34575 09/15/20 9/20 Maintenance & Copies	63.02			1000 410550	300	101000	
3	34575 09/15/20 9/20 Maintenance & Copies	63.02			5210 430570	300	101000	
4	34575 09/15/20 9/20 Maintenance & Copies	63.02			5310 430670	300	101000	
5	34575 09/15/20 9/20 Maintenance & Copies	63.03			5410 430870	300	101000	
6	34574 09/15/20 9/20 Maintenance & Copies-Shop	31.57		32938	1000 430200	300	101000	
7	34574 09/15/20 9/20 Maintenance & Copies-Shop	31.57		32938	1000 420500	300	101000	

10/01/20
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Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
8	34666 09/22/20 Sharp MX-5071 Digital Copier	2,676.25*			1000 410550	900	101000	
9	34666 09/22/20 Sharp MX-5071 Digital Copier	2,676.25*			5210 430571	900	101000	
10	34666 09/22/20 Sharp MX-5071 Digital Copier	2,676.25*			5310 430671	900	101000	
11	34666 09/22/20 Sharp MX-5071 Digital Copier	2,676.25*			5410 430871	900	101000	
200169	01137 AQUA TECH LABORATORY	20.00						
1	33386 09/09/20 NCMRWA Monthly Water Test	20.00		32937	5210 430500	300	101000	
200170	00048 TOOLE COUNTY CLERK & RECORDER	2,924.32						
1	08/31/20 City Judge & Sec-Wages	2,096.02			1000 410360	100	101000	
2	08/31/20 City Judge&Sec-Social Security	129.44			1000 410360	141	101000	
3	08/31/20 City Judge & Sec-Medicare	30.27			1000 410360	142	101000	
4	08/31/20 City Judge & Sec-PERS	183.82			1000 410360	143	101000	
5	08/31/20 City Judge&Sec-UnemploymentIns	2.52			1000 410360	145	101000	
6	08/31/20 City Judge & Sec-Worker's Comp	15.90			1000 410360	146	101000	
7	08/31/20 City Judge-Health Insurance	438.63			1000 410360	147	101000	
8	08/31/20 City Judge-Supplies	8.00			1000 410360	200	101000	
9	08/31/20 City Judge-Phone	19.72			1000 410360	344	101000	
200171	01285 HUNT, WILLIAM E JR	5,833.33						
1	09/29/20 9/20 Legal Services	1,458.34			1000 411100	350	101000	
2	09/29/20 9/20 Legal Services	1,458.33			5210 430513	350	101000	
3	09/29/20 9/20 Legal Services	1,458.33			5310 430613	350	101000	
4	09/29/20 9/20 Legal Services	1,458.33			5410 430813	350	101000	
200172	-98437E 02499 DISH	87.04						
1	09/11/20 Monthly TV at Civic Center	87.04			1000 460442	300	101000	
200173	01862 KENCO SECURITY AND TECHNOLOGY	35.00						
1	2203102 10/01/20 10/20 Fire Alarm Monitoring	35.00			1000 420401	300	101000	
200174	01388 3 RIVERS COMMUNICATIONS INC	939.21						
1	09/01/20 9/20 Phone Bill	19.82			1000 420500	344	101000	
2	09/01/20 9/20 Phone Bill	40.53			1000 410550	344	101000	
3	09/01/20 9/20 Phone Bill	40.53			5210 430570	344	101000	
4	09/01/20 9/20 Phone Bill	40.54			5310 430670	344	101000	
5	09/01/20 9/20 Phone Bill	40.54			5410 430870	344	101000	
6	09/01/20 9/20 Phone Bill	17.63			1000 430200	344	101000	
7	09/01/20 9/20 Phone Bill	17.63			5210 430500	344	101000	
8	09/01/20 9/20 Phone Bill	17.63			5310 430600	344	101000	
9	09/01/20 9/20 Phone Bill	17.63			5410 430830	344	101000	
10	09/01/20 9/20 Phone Bill	104.51			1000 460465	300	101000	
11	09/01/20 9/20 Phone Bill	171.71			1000 460442	344	101000	
12	09/01/20 9/20 Phone Bill	68.53			1000 420400	344	101000	
13	09/01/20 9/20 Phone Bill	68.53			1000 420401	344	101000	

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Claim Line #	Check	Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
14	09/01/20	9/20 Phone Bill	5.91*			1000	410200 344	101000
15	09/01/20	9/20 Phone Bill	5.91*			5210	430512 344	101000
16	09/01/20	9/20 Phone Bill	5.91*			5310	430612 344	101000
17	09/01/20	9/20 Phone Bill	5.91*			5410	430812 344	101000
18	09/01/20	9/20 Phone Bill	46.15			1000	460445 344	101000
19	09/01/20	9/20 Phone Bill	136.70			5310	430600 344	101000
20	09/01/20	9/20 Phone Bill	33.48			5210	430500 344	101000
21	09/01/20	9/20 Phone Bill	33.48			5210	430500 344	101000
200175	27074S	02468 T-MOBILE	249.45					
1	09/10/20	Mobile Charge 8/10-9/9/20	26.10			1000	420500 344	101000
2	09/10/20	Mobile Charge 8/10-9/9/20	47.60			1000	411050 344	101000
3	09/10/20	Mobile Charge 8/10-9/9/20	47.60			1000	440600 344	101000
4	09/10/20	Mobile Charge 8/10-9/9/20	19.57			1000	430200 344	101000
5	09/10/20	Mobile Charge 8/10-9/9/20	19.58			5210	430500 344	101000
6	09/10/20	Mobile Charge 8/10-9/9/20	19.58			5310	430600 344	101000
7	09/10/20	Mobile Charge 8/10-9/9/20	19.57			5410	430840 344	101000
8	09/10/20	Mobile Charge 8/10-9/9/20	12.46			1000	410550 344	101000
9	09/10/20	Mobile Charge 8/10-9/9/20	12.46			5210	430570 344	101000
10	09/10/20	Mobile Charge 8/10-9/9/20	12.47			5310	430670 344	101000
11	09/10/20	Mobile Charge 8/10-9/9/20	12.46			5410	430870 344	101000
200176		00043 SHELBY GAS ASSOCIATION	570.90					
1	09/25/20	9/20 Gas Bill	19.50			1000	411200 343	101000
2	09/25/20	9/20 Gas Bill	21.65			1000	420400 343	101000
3	09/25/20	9/20 Gas Bill	21.65			1000	420401 343	101000
4	09/25/20	9/20 Gas Bill	225.30			1000	460445 343	101000
5	09/25/20	9/20 Gas Bill	32.80			1000	460442 343	101000
6	09/25/20	9/20 Gas Bill	25.80			5410	430840 343	101000
7	09/25/20	9/20 Gas Bill	40.03			1000	430200 343	101000
8	09/25/20	9/20 Gas Bill	40.03			5210	430500 343	101000
9	09/25/20	9/20 Gas Bill	40.03			5310	430600 343	101000
10	09/25/20	9/20 Gas Bill	40.01			5410	430830 343	101000
11	09/25/20	9/20 Gas Bill	5.23			1000	411202 343	101000
12	09/25/20	9/20 Gas Bill	5.23			5210	430520 343	101000
13	09/25/20	9/20 Gas Bill	5.23			5310	430620 343	101000
14	09/25/20	9/20 Gas Bill	5.21			5410	430820 343	101000
15	09/25/20	9/20 Gas Bill	12.50			5210	430500 343	101000
16	09/25/20	9/20 Gas Bill	30.70			1000	460465 343	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$				Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account
200177	00026 MARIAS RIVER ELECTRIC COOP INC	14,059.86					
1	09/25/20 9/20 Electric Bill	74.10			1000 411200	342	101000
2	09/25/20 9/20 Electric Bill	85.46			1000 420400	342	101000
3	09/25/20 9/20 Electric Bill	85.45			1000 420401	342	101000
4	09/25/20 9/20 Electric Bill	56.79			1000 411202	342	101000
5	09/25/20 9/20 Electric Bill	56.79			5210 430520	342	101000
6	09/25/20 9/20 Electric Bill	56.79			5310 430620	342	101000
7	09/25/20 9/20 Electric Bill	56.79			5410 430820	342	101000
8	09/25/20 9/20 Electric Bill	106.16			1000 430200	342	101000
9	09/25/20 9/20 Electric Bill	106.16			5210 430500	342	101000
10	09/25/20 9/20 Electric Bill	106.16			5310 430600	342	101000
11	09/25/20 9/20 Electric Bill	106.17			5410 430830	342	101000
12	09/25/20 9/20 Electric Bill	47.66			1000 440600	342	101000
13	09/25/20 9/20 Electric Bill	47.66			1000 460430	342	101000
14	09/25/20 9/20 Electric Bill	39.96			1000 460465	342	101000
15	09/25/20 9/20 Electric Bill	324.69			1000 460439	342	101000
16	09/25/20 9/20 Electric Bill	581.82			1000 460442	342	101000
17	09/25/20 9/20 Electric Bill	995.88			1000 460445	342	101000
18	09/25/20 9/20 Electric Bill	3,881.08			2400 430263	342	101000
19	09/25/20 9/20 Electric Bill	6,812.53			5210 430500	342	101000
20	09/25/20 9/20 Electric Bill	400.02			5310 430600	342	101000
21	09/25/20 9/20 Electric Bill	31.74			5410 430840	342	101000
200178	01851 CT CLEANING	1,200.00					
1	09/25/20 9/20 Janitorial Service	75.00			1000 411202	390	101000
2	09/25/20 9/20 Janitorial Service	75.00			5210 430520	390	101000
3	09/25/20 9/20 Janitorial Service	75.00			5310 430620	390	101000
4	09/25/20 9/20 Janitorial Service	75.00			5410 430820	390	101000
5	09/25/20 9/20 CC Janitorial Service	900.00			1000 460442	300	101000
200179	02368 OPTUM	25.50					
1	9510063838 09/15/20 HSA Service Fee	6.38			1000 410550	300	101000
2	9510063838 09/15/20 HSA Service Fee	6.38			5210 430570	300	101000
3	9510063838 09/15/20 HSA Service Fee	6.37			5310 430670	300	101000
4	9510063838 09/15/20 HSA Service Fee	6.37			5410 430870	300	101000
200180	02535 CUSHING TERRELL	4,287.50					
1	154034 08/31/20 Historic Preservation Plan	4,287.50			1000 510302	350	101000

10/01/20
11:19:53

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
200181		01125 MT DEQ/PERMITTING & COMPLIANCE	2,432.00					
		PWS ID#: MT0000328						
1	5I2100785	08/26/20 2021 Community Connection F	2,432.00			5210 430500	300	101000
200182		01805 SYSTEMS	2,160.00					
1	38192	09/04/20 BarracudaBackupStorage/Support	240.00			1000 410550	300	101000
2	38192	09/04/20 BarracudaBackupStorage/Support	240.00			5210 430570	300	101000
3	38192	09/04/20 BarracudaBackupStorage/Support	240.00			5310 430670	300	101000
4	38192	09/04/20 BarracudaBackupStorage/Support	240.00			5410 430870	300	101000
5	38192	09/04/20 BarracudaBackupStorage/Support	240.00			1000 411050	300	101000
6	38192	09/04/20 BarracudaBackupStorage/Support	240.00			1000 430200	300	101000
7	38192	09/04/20 BarracudaBackupStorage/Support	240.00			5210 430500	300	101000
8	38192	09/04/20 BarracudaBackupStorage/Support	240.00			5310 430600	300	101000
9	38192	09/04/20 BarracudaBackupStorage/Support	240.00			5410 430840	300	101000
200183		02045 NAPA AUTO PARTS	215.42					
1	138800	08/26/20 RFD-Filters	122.82		32858	1000 420401	200	101000
2	138798	08/26/20 RFD-Filters	92.60		32858	1000 420401	200	101000
200184		00048 TOOLE COUNTY CLERK & RECORDER	49,100.00					
1		08/31/20 Law Enforcement	34,370.00			1000 420000	300	101000
2		08/31/20 Law Enforcement	4,910.00			5210 420100	300	101000
3		08/31/20 Law Enforcement	4,910.00			5310 420100	300	101000
4		08/31/20 Law Enforcement	4,910.00			5410 420100	300	101000
200185	-98436E	00144 POSTMASTER	12.80					
1	063	09/09/20 CDBG Application Postage	12.80			1000 411050	300	101000
200186		01345 STERLING CODIFIERS	386.00					
1	2395	08/19/20 S-2 Supplement Ord 840-842	96.50			1000 410550	300	101000
2	2395	08/19/20 S-2 Supplement Ord 840-842	96.50			5210 430570	300	101000
3	2395	08/19/20 S-2 Supplement Ord 840-842	96.50			5310 430670	300	101000
4	2395	08/19/20 S-2 Supplement Ord 840-842	96.50			5410 430870	300	101000
200187		00113 DNRC	30.00					
		Shelby Chamber of Commerce - Township 32N Range 2W Section 36 Legal Description						
		All						
1	SULS210041	09/03/20 LUL-8451 Annual Lease	30.00			1000 411201	300	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
200188	01180 CULLIGAN	97.00						
1	109429 08/14/20 CFD-Service Call	97.00		32860	1000 420400	300	101000	
200189	27071S 01857 MT DEQ/WWOC	280.00						
	Water and Wastewater Operator Certification							
1	09/16/20 Water Operator App-James	70.00			5210 430500	300	101000	
2	09/16/20 Wastewater Operator App-James	70.00			5310 430600	300	101000	
3	09/16/20 Water Examination Fee	70.00			5210 430500	370	101000	
4	09/16/20 Wastewater Examination Fee	70.00			5310 430600	370	101000	
200190	27072S 01857 MT DEQ/WWOC	280.00						
	Water and Wastewater Operator Certification							
1	09/16/20 Water Operator App-Anderson	70.00			5210 430500	300	101000	
2	09/16/20 Wastewater Operator App-Anders	70.00			5310 430600	300	101000	
3	09/16/20 Water Examination Fee	70.00			5210 430500	370	101000	
4	09/16/20 Wastewater Examination Fee	70.00			5310 430600	370	101000	
200191	00117 QUILL CORPORATION	465.77						
1	10391394 09/11/20 Clorox Disinfecting Wipes	4.16		32485	1000 410550	200	101000	
2	10391394 09/11/20 Clorox Disinfecting Wipes	4.16		32485	5210 430570	200	101000	
3	10391394 09/11/20 Clorox Disinfecting Wipes	4.15		32485	5310 430670	200	101000	
4	10391394 09/11/20 Clorox Disinfecting Wipes	4.15		32485	5410 430870	200	101000	
5	10439486 09/14/20 Binder/Sanitizer/Planner/Pap	19.51		32485	1000 410550	200	101000	
6	10439486 09/14/20 Binder/Sanitizer/Planner/Pap	19.51		32485	5210 430570	200	101000	
7	10439486 09/14/20 Binder/Sanitizer/Planner/Pap	19.52		32485	5310 430670	200	101000	
8	10439486 09/14/20 Binder/Sanitizer/Planner/Pap	19.52		32485	5410 430870	200	101000	
9	10443560 09/14/20 Organizer	4.18		32485	1000 410550	200	101000	
10	10443560 09/14/20 Organizer	4.18		32485	5210 430570	200	101000	
11	10443560 09/14/20 Organizer	4.17		32485	5310 430670	200	101000	
12	10443560 09/14/20 Organizer	4.18		32485	5410 430870	200	101000	
13	10709715 09/21/20 6x4 Board/Mesh Organizer	81.82		32486	1000 410550	200	101000	
14	10709715 09/21/20 6x4 Board/Mesh Organizer	81.83		32486	5210 430570	200	101000	
15	10709715 09/21/20 6x4 Board/Mesh Organizer	81.83		32486	5310 430670	200	101000	
16	10709715 09/21/20 6x4 Board/Mesh Organizer	81.83		32486	5410 430870	200	101000	
17	10663341 09/21/20 Glass Board Markers	2.71		32486	1000 410550	200	101000	
18	10663341 09/21/20 Glass Board Markers	2.71		32486	5210 430570	200	101000	
19	10663341 09/21/20 Glass Board Markers	2.71		32486	5310 430670	200	101000	
20	10663341 09/21/20 Glass Board Markers	2.71		32486	5410 430870	200	101000	
21	10827492 09/25/20 Clorox Wipes	4.06		32488	1000 410550	200	101000	
22	10827492 09/25/20 Clorox Wipes	4.06		32488	5210 430570	200	101000	
23	10827492 09/25/20 Clorox Wipes	4.06		32488	5310 430670	200	101000	
24	10827492 09/25/20 Clorox Wipes	4.06		32488	5410 430870	200	101000	

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
200192	27073S	00076 MT LEAGUE OF CITIES & TOWNS	75.00					
1	09/16/20	MTLC Annual Conference-Carter	75.00			1000 411050	370	101000
200193		02517 VALLI INFORMATION SYSTEMS INC	45.00					
1	61220 09/01/20	Express Pay Online Monthly Fee	15.00			5210 430570	300	101000
2	61220 09/01/20	Express Pay Online Monthly Fee	15.00			5310 430670	300	101000
3	61220 09/01/20	Express Pay Online Monthly Fee	15.00			5410 430870	300	101000
200194	-98435E	01230 ALBERTSONS	22.57					
1	09/15/20	Water/Snacks Re-Imagining Meet	22.57			1000 411050	200	101000
200195		01780 MONTANA BROOM & BRUSH	142.94					
1	1451375 09/16/20	Cleaner/Facial Tissue	72.94		32629	1000 460442	200	101000
2	1452743 09/23/20	Hand Sanitizer	70.00		32630	1000 460442	200	101000
200196		00213 HIGHLINE COMMUNICATIONS	485.00					
1	81379 09/16/20	CFD-Batteries	485.00		32861	1000 420400	200	101000
200197		00119 SHELBY VOLUNTEER FIRE DEPT	22,030.00					
		proved at 2/5/18 Council Meeting						
1	3 09/21/20	Air Pack Purchase Payment #3	22,030.00			1000 420400	900	101000
200198		01215 SCHOOL DISTRICT #14	500.00					
1	09/23/20	THID-Football Team Travel	500.00			7199 212500		101000
200199		01095 PETTY CASHIER-PUBLIC WORKS	39.99					
1	2840 08/05/20	Postage	8.70			5210 430500	300	101000
2	2841 08/13/20	Postage	7.50			5310 430600	300	101000
3	2842 08/18/20	Postage	6.39			5210 430500	300	101000
4	2843 08/24/20	Postage	8.70			5210 430500	300	101000
5	2844 09/09/20	Postage	8.70			5210 430500	300	101000
200200	-98434E	01994 BEST BUY	44.98					
1	8063214907 09/17/20	Netgear Switch/Cable	44.98		32487	1000 460442	200	101000
200201		00049 TRACTOR & EQUIPMENT CO	1,210.79					
1	393306 09/17/20	Hose A/Seal-O-Ring	338.81		32936	5410 430840	200	101000
2	393447 09/22/20	Cutting Edges/Bolt/Nut	333.30		32936	1000 430200	200	101000
3	393506 09/23/20	Cutting Edges	538.68		32949	1000 430200	200	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
200202	02069 NATIONAL LAUNDRY CO	9.49						
1	8896 09/02/20 Red Shop Towels	37.82		32945	1000 430200	300	101000	
2	1672 08/05/20 Credit-Red Shop Towels	-28.33		32945	1000 430200	300	101000	
200203	02412 CORE & MAIN	7,731.08						
1	M945365 09/02/20 3" Clay Valve Prv	2,934.00		32944	5210 430500	200	101000	
2	N036226 09/21/20 3"Pilot Sys/Repair Kit/8"Pilo	4,787.50		32944	5210 430500	200	101000	
3	N038735 09/24/20 Gaskets	9.58		32944	5210 430500	200	101000	
200204	00300 AMERICAN PIPE & SUPPLY CO	113.25						
1	105229 09/03/20 Gasket Material	113.25		32943	5210 430500	200	101000	
200205	00025 HILINE REDI-MIX LLC	586.25						
1	32992 09/02/20 Concrete for Welcome Signs	586.25		32942	1000 460430	200	101000	
200206	00037 NORTHWEST PIPE FITTINGS INC	5,248.05						
1	2384801 09/08/20 (4)6" Hymax Couplers	910.84		32940	5210 430500	200	101000	
2	2388806 09/21/20 Flange/Bolt Set/Check Valve/S	1,550.63		32948	5210 430500	200	101000	
3	2387968 09/21/20 (3)1" E-Coder Gal Meter	1,151.94		32948	5210 430500	200	101000	
4	2387968 09/21/20 (2)2" Reg Gal Inside	438.90		32948	5210 430500	200	101000	
5	2387968 09/21/20 (3)1" E-Coder Gallon Meter	1,195.74		32948	5210 430500	200	101000	
200207	01866 SHELBY PAINT AND HARDWARE	342.39						
1	69354 08/20/20 Brown Mulch	179.70*		32935	1000 411200	200	101000	
2	69360 08/25/20 Clamps	49.92		32935	1000 420500	200	101000	
3	69389 08/31/20 Box/Cord End	12.98		32935	5410 430840	200	101000	
4	69408 09/01/20 Float	22.99		32935	1000 420500	200	101000	
5	69453 09/02/20 Cone Strainer	4.98		32935	1000 430200	200	101000	
6	69501 09/14/20 RV Antifreeze	71.82		32935	1000 460430	200	101000	
200208	01321 GLACIER MOTOR SALES & SERVICE	18.50						
1	116659 09/23/20 Relay-Solenoid	18.50		32934	1000 430200	200	101000	
200209	-98433E 02540 HARBOR FREIGHT TOOLS	65.92						
1	429594 09/05/20 Tools for Shop	65.92			1000 430200	200	101000	
200210	01620 KIJ ENGINEERING LLC	2,625.45						
NCMRWA Grant								
1	10143208 09/25/20 Wellfield Improvements	2,625.45			5210 430501	950 2285	101000	

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
200211		01620 KLJ ENGINEERING LLC	3,761.46					
1	10143207	09/25/20 Storm Water-Construction Adm	2,669.21			5720 430246	950 2283	101000
2	10143207	09/25/20 Storm Water-RPR	459.00			5720 430246	950 2283	101000
3	10143207	09/25/20 Storm Water-Survey	633.25			5720 430246	950 2283	101000
200212		01620 KLJ ENGINEERING LLC	552.97					
1	10143117	09/25/20 Rail Safety-Bidding	552.97			1000 470120	790	101000
200213	-98432E	01752 NORTHTOWN DRUG	14.37					
1	81549	09/23/20 UPS-Ethridge Samples	14.37		32933	5210 430500	300	101000
200214		02541 PRAIRIE OASIS ANIMAL SHELTER	169.88					
1	6156	09/10/20 (4)4FT LED Lights	169.88		32931	1000 440600	200	101000
200215		00713 CENTURY COMPANIES INC	7,300.00					
1	15153	09/08/20 ADA Curb/Sidewalk Replacement	7,300.00*		32941	5720 430246	300	101000
200216	-98431E	02542 FITNESS SUPERSTORE	11,076.26					
		Council Approved 9/21/20						
1	18754	09/23/20 8 Stack Multi Gym Equipment	11,076.26			1000 460442	900	101000
200217		00039 PETTY CASHIER	240.75					
1	2888	09/21/20 TC C&R 9/20 Legal Filings	15.75			1000 410550	300	101000
2	2888	09/21/20 TC C&R 9/20 Legal Filings	15.75			5210 430570	300	101000
3	2888	09/21/20 TC C&R 9/20 Legal Filings	15.75			5310 430670	300	101000
4	2888	09/21/20 TC C&R 9/20 Legal Filings	15.75			5410 430870	300	101000
5	2889	09/21/20 TC Treasurer 2020 F250 Plate	42.75			5310 430600	300	101000
6	2890	09/22/20 Shelby High Choir 60" Wreath	33.75			1000 410550	200	101000
7	2890	09/22/20 Shelby High Choir 60" Wreath	33.75			5210 430570	200	101000
8	2890	09/22/20 Shelby High Choir 60" Wreath	33.75			5310 430670	200	101000
9	2890	09/22/20 Shelby High Choir 60" Wreath	33.75			5410 430870	200	101000
200218	27076S	01857 MT DEQ/WWOC	140.00					
		Wastewater Operator Certification						
1		09/28/20 Wastewater Operator App-Anders	70.00			5310 430600	300	101000
2		09/28/20 Wastewater Examination Fee	70.00			5310 430600	370	101000
200219		01438 BARRY DAMSCHEN CONSULTING LLC	2,125.00					
1	2	09/28/20 4/20-6/20 Consult & Monitor	2,125.00			5410 430840	350	101000

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Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
200220	-98430E 01230 ALBERTSONS	19.96						
1	195810 09/28/20 Antibacterial Wipes	19.96		32631	1000 460442	200	101000	
200221	-98429E 01230 ALBERTSONS	17.00						
1	202939 09/28/20 Snacks Re-Imagining Meeting	17.00			1000 411050	200	101000	
200222	01866 SHELBY PAINT AND HARDWARE	36.99						
1	14511 09/24/20 RFD-Cooler	36.99		32863	1000 420401	200	101000	
200223	01736 MUNICIPAL EMERGENCY SERVICES INC	364.94						
1	1499122 09/17/20 CFD-Boots	364.94		32862	1000 420400	200	101000	
200224	-98428E 01545 AMAZON.COM	82.49						
1	6628245 09/21/20 Dog Catching Pole	82.49		32947	1000 440600	200	101000	
200225	02334 BEN TAYLOR INC.	1,409.25						
1	707206 09/14/20 Diesel	1,409.25		32928	5410 430830	230	101000	
200226	00312 HELENA SAND & GRAVEL INC	111,056.34						
1	14 09/29/20 Storm Water App #14	111,056.34			5720 430246	950 2283	101000	
200227	00001 DEPARTMENT OF REVENUE	1,121.78						
1	14 09/29/20 App #14 Helena Sand & Gravel	1,121.78			5720 430246	950 2283	101000	
200228	00088 CARQUEST AUTO PARTS	117.99						
1	2567315422 09/28/20 Hitch/Pin/Mount	78.82		32952	1000 430200	200	101000	
2	2567315026 09/18/20 Door Latch Cable	35.66		32952	1000 460430	200	101000	
3	2567315536 09/30/20 Air Freshener	3.51		32952	1000 430200	200	101000	
200229	02045 NAPA AUTO PARTS	214.07						
1	139849 09/14/20 Disp Gloves	48.16		32951	1000 430200	200	101000	
2	139587 09/09/20 Battery Cables	9.69		32951	5410 430840	200	101000	
3	139290 09/03/20 Brush Long Handle/Pb Ds Penet	15.47		32951	5210 430500	200	101000	
4	139180 09/02/20 Hose Clamp	6.40		32951	1000 430200	200	101000	
5	139365 09/04/20 Sprayer	61.49		32951	1000 430200	200	101000	
6	139556 09/09/20 Filter	3.97		32951	1000 430200	200	101000	
7	139651 09/10/20 Ind/Lock/Air Freshener	98.71		32951	1000 430200	200	101000	
8	139972 09/16/20 Toggle On-Off/Air Freshener	9.41		32951	5410 430830	200	101000	
9	140393 09/23/20 Credit-Sprayer	-61.49		32951	1000 430200	200	101000	
10	140677 09/29/20 Disp Gloves	22.26		32951	1000 430200	200	101000	

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
200230		00001 DEPARTMENT OF REVENUE	257.83					
1	09/30/20	Accom Tax Shel-oolle Campground	257.83			7110 212500		101000
200231		00001 DEPARTMENT OF REVENUE	25.64					
1	09/30/20	Accom Tax Williamson Park	25.64			7110 212500		101000
200232		00041 SHELBY PROMOTER	24.00					
1	SL204001	09/30/20 Conditional Use Dabucha's	24.00			1000 420500	300	101000
200233		00105 SHELBY FLORAL & GIFT	54.00					
1	6999 09/03/20	Sympathy Arrangement-Hoover	13.50			1000 410100	200	101000
2	6999 09/03/20	Sympathy Arrangement-Hoover	13.50*			5210 430511	200	101000
3	6999 09/03/20	Sympathy Arrangement-Hoover	13.50			5310 430611	200	101000
4	6999 09/03/20	Sympathy Arrangement-Hoover	13.50			5410 430811	200	101000
200234		00027 MARKS TIRE & ALIGNMENT	235.00					
1	62182 09/08/20	Service Call/Flat Repair	175.00			5410 430840	300	101000
2	62361 09/22/20	Flat Repair	40.00			5410 430830	300	101000
3	62328 09/18/20	Flat Repair	20.00			1000 430200	300	101000
235	-98427E	02543 ARLO TECHNOLOGIES	9.99					
1	09/24/20	Subscription Sec Camera Shop	9.99			1000 430200	300	101000
200236		00119 SHELBY VOLUNTEER FIRE DEPT	3,057.00					
1	09/30/20	RFD-Officer/Men 7/20-9/20	1,702.00			1000 420401	300	101000
2	09/30/20	CFD-Officer/Men 7/20-9/20	755.00			1000 420400	300	101000
3	09/30/20	CFD-Treasurer Wage 7/20-9/20	300.00			1000 420400	300	101000
4	09/30/20	CFD-Secretary Wage 7/20-9/20	300.00			1000 420400	300	101000
200237		01969 GREAT FALLS SAND & GRAVEL INC	175,786.35					
Council Approved 6/6/20								
1	39933 09/17/20	Asphalt	904.40			2500 430200	400	101000
2	39967 09/24/20	Asphalt	1,808.80			2500 430200	400	101000
3	39979 09/25/20	Pave Cedar & 7th	18,033.60			2500 430200	900	101000
4	39980 09/25/20	Pave 9th St S 9th Ave to Ash	69,120.00			2500 430200	900	101000
5	39981 09/25/20	2"A/C Overlay Basketball Court	13,452.00			2600 460400	900	101000
6	39986 09/28/20	Aphalt Patch Cedar & 7th	2,925.00			2500 430200	900	101000
7	39982 09/25/20	Paving Golf Course Hill	67,554.05			2500 430200	900	101000
8	39988 09/28/20	Mobilization	1,988.50			2500 430200	900	101000
# of Claims 77			Total: 493,896.66					
Total Electronic Claims			13,197.18	Total Non-Electronic Claims	480699.48			

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Fund/Account	Amount
1000 GENERAL	
101000 Cash-Operating	\$110,841.47
2400 STREET LIGHTING DISTRICT NO. 35	
101000 Cash-Operating	\$3,881.08
2500 STREET MAINTENANCE DISTRICT NO. 1	
101000 Cash-Operating	\$162,334.35
2600 PARK MAINTENANCE DISTRICT #1	
101000 Cash-Operating	\$13,452.00
5210 WATER UTILITY	
101000 Cash-Operating	\$35,884.80
5310 SEWER UTILITY	
101000 Cash-Operating	\$28,901.62
5410 SOLID WASTE UTILITY	
101000 Cash-Operating	\$14,578.29
5720 STORM DRAINAGE	
101000 Cash-Operating	\$123,239.58
7110 ACCOMMODATIONS TAX	
101000 Cash-Operating	\$283.47
7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID)	
101000 Cash-Operating	\$500.00
Total:	\$493,896.66

Building Inspector Report September 2020

10/1/2020

Permit	Date	Zone	Name	Addition	Block	Lot	Address	Permit For	Evaluation	FEE
4419	9/28/2020	CB	MT Highline Leasing	Shelby 2nd	11	24	402 Front St	remodel office building	90,000.00	924.00
1 Permits issued this Month									\$ 90,000.00	\$ 924.00
									Job Evaluation Totals	TOTALS

FISCAL YTD TOTALS	
Number of Permits	7
Permit Fees	\$ 2,174.00
Total Job Values	\$ 179,000.00

MINUTES OF THE PARK & RECREATION COMMITTEE

September 28, 2020

In attendance: Gary McDermott, Lyle Kimmet, Pat Frydenlund, Jade Goroski, Jessi LaTray, Eric Tokerud, Lorette Carter and guests Dalton Howell and new High School Committee representative, Jaci Johannes.

Civic Center Facility Manager Report:

Jessi reported the circuit workout station has been ordered. There is a 6-week turn around, so we expect the equipment around mid-November. The plan is to post the old multi-station, cable machine and leg press for sale on our City Facebook page and on KSEN with a minimum bid and deadline. Jessi noted several new families have purchased monthly passes. Mayor McDermott asked she share those names with Lorette to send welcome letters and offer a welcome packet available at City Hall.

Jessi asked about shutting down the showers. The committee felt posting a sign about using the facility at their own risk was appropriate.

Fall classes: Tai Chi has a few new participants that read about classes in the Shelby Promoter. High Fit gets good crowds weekly. Tressa hopes to begin classes in October. The dance instructor from Cut Bank has postponed offering dance classes at this time. Roller skating is offered Mondays and Thursdays from 3:30 to 5:30 pm. The next newspaper article will be about the teen room.

Staffing: The City has received two applications for a weekend attendant. Jade will work with Jessi on filling the position. Jessi hopes to be able to offer weekend movies and events for kids.

City Facilities:

Lake Shelby: Lorette reported the welcome signage for the north entrance into Shelby at Lake Shelby Campground is complete. The east entrance masonry will be completed this week. The hope is to begin replacing park signs next spring with the same branded look.

Roadrunner Recreation Trail: Donato has suggested shade structures for some of the benches along the trail. Lorette googled some ideas which Eric Tokerud took to see if Mr. Thad White or the JMG classes might take on this project as part of their community service requirements.

Lorette and Jade continue work on the single-track bike trail system. Lorette has been in contact with the Southwest Montana Mountain Bike Association who developed Copper City near Three Forks for resources.

The City will also look into the potential cost for lighting along the trail.

A resident asked about repainting the distance markers along the trail. Luis and Randi have checked and cannot find the stencils. They will look into re-ordering the numbers.

Champions Park: Lorette has ordered the monument sign from Montana Sign Company. The cost will include the installation. The homesteader rocks have been delivered to Glacier Monuments for engraving. Jason Gray is working in his free time to locate the pathway for the electrical conduit in an effort to install the bollard lighting and spotlight.

Tree Board:

Lorette has applied for Tree City USA status. This will be the City's 19th year. She will also apply for the Growth Award recognition.

The Toole County Extension Office will be hosting a Fall Tree Care Workshop in City Hall on Thursday, October 8th during the lunch hour.

The City will begin planning Arbor Day and Urban Forestry Development Grant applications. The City is due for an updated tree inventory.

New Business:

Mac McDermott thanked the City for use of the Historic Shelby High gym to provide a meal for the visiting St. Regis/Mullan football team. The Fire Dept. provided the barbeque with Shannon and Darcy McAllister cooking. The Shelby TBID provided \$500.00 to the School District to help defray lodging costs for the team and the Comfort Inn gave them a great rate. Mac noted the gym still has work to be completed including the completion of sheetrock and painting. Trey Nation and Dennis Knickerbocker will complete the work. The mats purchased by the TBID will then be installed and the volunteer group will work on re-finishing the gym floor.

Dalton Howell, representing the Jobs for Montana's Graduates (JMG) group spoke on community service projects the group would like to complete. They would like to borrow the city's sprayer to stripe the school district parking lots. Luis will work with Dalton on use of the equipment.

Skatepark: The City has been notified that Jeff Ament, through his charitable foundation will be building a skate park on the former tennis courts. Evergreen Skateparks of Spokane will be doing the work October 12-November 20th.

With no further business, the next meeting is scheduled for Monday, October 26, 2020



BOUMA TRUCK SALES, INC.
3500 Vaughn Rd; Great Falls, MT 59404
Phone: (406)771-8200 FAX: (406)771-8300
Email: jeff@boumatrucks.com
www.yellowiron.com

MOTOR VEHICLE PURCHASE ORDER

Date 9/23/2020

Salesman Jeff Huffman

Purchaser City of Shelby Luis Correa

Mobile 406-750-2952

Email luis@3rivers.net

Physical Address 112 1st ave S

City Shelby

State Mt

Zip 59474

Mailing Address _____

City _____

State _____

Zip _____

Lic:ense or FEIN _____

County to Submit Title Toole

New	Quantity	Year	Make	Series Name	Body Style	Stock No.
	1	2000	Sterling	A9500	Dump Truck	BTS9012
Used	Color	Mileage at Delivery		Serial or Engine No.		
1	Yellow			2FZNEMCBOYAG79012		
A C C E S S O R Y	2000 STERLING A9500 DUMP TRUCK, CUMMINS ISM, 10 SPD TRANS, LOCKERS					34,500.00
I E S	100% OF RENT TO BE APPLIED TO LIST PRICE IF PURCHASED WITHIN 30 DAYS.					
	IF PURCHASED AFTER THE FIRST 30 DAYS 70% OF RENT PAID IS APPLIED TO PURCHASE PRICE					
As Is No Warranty -- All Deposits are Nonrefundable						
DESCRIPTION OF TRADE-IN			CREDITS		Price of Vehicle	34,500.00
Year	Make	Payoff to		Sales Tax		
Series Name	Body Style	Trade-In		Lic. Trans., Reg & Other Fees		
Serial or Engine No.	Less Payoff		Cash Price		34,500.00	
		Net Trade-In	0.00	Total Down Payment	0.00	
Extra Equipment	Cash Down Payment		Unpaid Balance of Cash Price		34,500.00	
Mileage	TOTAL DOWNPAYMENT		0.00	TOTAL CASH PRICE	34,500.00	

WARNING- Unless a charge is expressly included in this Agreement for public liability or property damage insurance, payment for such coverage is not provided by this Agreement.

Notice to the Purchaser: (1) Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this Agreement. (3) If you default in the performance of your obligations under this Agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement. Purchaser agrees in the event of actions to enforce or collect this agreement Bouma Truck Sales, Inc will be entitled as a cost collection or suit to its reasonable attorney fees and collection expenses. Venue for any proceedings will be in Teton County, Montana and jurisdiction will be in the district court of Teton County, Montana.

The front and back of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order and the same as if it were printed above my signature.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT
IS HEREBY ACKNOWLEDGED BY PURCHASER

I have read, understand and accept all provisions of the
Manufacturer's Warranty Statement covering this used vehicles that I am ordering.

Dealers Name: **BOUMA TRUCK SALES, INC.**

Purchaser's Signature _____

Purchaser's Signature _____

This order is not valid until accepted by DEALER OR SALES MANAGER

ATTACHMENT "A"
TASK ORDER NO. 2 -- SCOPE OF SERVICES
O'HAIRE SIGN AND RAINBOW HOTEL STRUCTURAL EVALUATION

GENERAL

The objective of this agreement is to provide engineering services that include structural evaluations of the O'Haire Manor Sign on 204 2nd St. S and the Rainbow Hotel on 402 Front St. to assess the existing integrity of each structure. Each evaluation will be addressed separately and are considered as separate phases. All structural analysis supporting the evaluations will be done in accordance with current building codes.

The following is a detailed scope of services for the described project with our understanding and the key elements of each task outlined.

PHASE 1 O'HAIRE SIGN EVALUATION

It is our understanding that the evaluation of the O'Haire Manor Sign will be done to verify its current condition, assess its structural integrity, and provide recommendations on any corrective measures. The scope will entail the following:

- Site inspection to determine its overall condition and obtain field measurements for structural analysis. The City of Shelby will assist in the inspection and provide means of access via lift or extension ladder as needed.
- Structural analysis to verify the existing members and base supports for the sign are adequate to withstand design loads governed by current building codes.
- All findings and recommendations will be summarized in a memo including the findings in the evaluation, if any additional support will be required, and highlight the feasibility of added support versus sign removal.
- Additional analysis and design for strengthening or construction plans, if desired, would be under a separate contract.

PHASE 2 RAINBOW HOTEL EVALUATION

It is our understanding that the evaluation of the Rainbow Hotel will be done to determine the feasibility of renovating the structure. An original assessment was provided by KLJ Engineering in 2014, and the goal the new evaluation will be to provide an updated assessment based on proposed building renovations. The desire is to use the basement as a storage area, first floor as the city hall building, and a conference area on the second floor. The third-floor use is unknown at this time. No plans have been provided showing the anticipated renovations at this time, and additional analysis may be required once those are determined. The scope will entail the following:

- Site inspection to assess the current condition of the structural aspects of the building and obtain as-built measurements and structural members.
- Determine the extent of structural retrofitting that may be required to restore the building to the intent of building codes that were in place when the hotel was originally constructed. Develop exhibits displaying these areas and provide recommended courses of action, as necessary.
- Determine if retrofits would be extensive enough to require restoring the building up to the standards of current building codes.
- Include all findings and recommendations in a report that will be submitted following the assessment.
- Any as-built structural plans, meetings, or additional site visits would be under a separate scope.

Because of the unknown building alterations, engineering cost estimates will not be provided.

COMPENSATION

The lump sum amount for each task is as indicated below:

<u>TASK</u>	<u>LUMP SUM COST</u>
1. O'Haire Sign Evaluation	\$ 3,800
2. Rainbow Hotel Evaluation	<u>\$ 5,500</u>
Total Amount	\$ 9,300

Change Order No. 8

Date of Issuance: September 29, 2020

Effective Date: October 5, 2020

Project: Shelby Storm Water Improvements	Owner: City of Shelby	Owner's Contract No.:
Contract: Shelby Storm Water Improvements		Date of Contract: June 28, 2016
Contractor: Helena Sand and Gravel		Engineer's Project No.: 4413021

The Contract Documents are modified as follows upon execution of this Change Order:

	Description	Decrease	Increase
		(In Contract Price)	(In Contract Price)
1	Fill and Abandon Pipe	\$4,575.00	\$0.00
2	Water Main Adjustment	\$0.00	\$4,200.00
3	Relocate Water Valve	\$3,000.00	\$0.00
4	Main Street Detention Pond	\$5,000.00	\$0.00
5	Exploratory Excavation	\$0.00	\$1,505.00
6	Irrigation System Repair	\$10,500.00	\$0.00
7	Crushed Aggregate Course	\$15,250.00	\$0.00
8	Emulsified Asphalt CRS-2P	\$9,108.00	\$0.00
9	Cover-Type 2	\$4,176.00	\$0.00
10	Final Sweep and Broom	\$900.00	\$0.00
11	36" RCP IRR. CL 2	\$2,850.00	\$0.00
12	Bedding	\$0.00	\$9,048.00
13	Type I Drop Inlet	\$5,500.00	\$0.00
14	72" Comb. Type I Field Inlet/Type 3 Manhole	\$0.00	\$6,500.00
15	Sodding	\$6,800.00	\$0.00

16	Class II Riprap	\$6,875.00	\$0.00
17	Striping - White Pain	\$3,000.00	\$0.00
18	Striping - Yellow Paint	\$3,000.00	\$0.00
19	Striping - White Epoxy	\$1,700.00	\$0.00
20	Striping - Yellow Epoxy	\$1,800.00	\$0.00
21	Yellow Curb Epoxy	\$4,800.00	\$0.00
22	Erosion Control Geotextile	\$732.00	\$0.00
23	Flowable Fill	\$8,640.00	\$0.00
24	Curb and Gutter - BNSF Shift	\$0.00	12,600.00
TOTALS		\$98,206.00	\$33,853.00
NET CHANGE IN PRICE			\$64,353.00

Attachments/Justification (list documents supporting change):

1. **Fill and Abandon Pipe:** The quantity of fill and abandon pipe performed during the project underran the bid amount. The unit price was used to calculate the decrease. $-15 \text{ CY}(\$305/\text{CY}) = -\$4,575.00$
2. **Water Main Adjustment:** The quantity of water main adjustments performed during the project exceeded the bid quantity. The unit price was used to calculate the increase. $1 \text{ EA}(\$4,200/\text{EA}) = \$4,200.00$
3. **Relocate Water Valve:** The quantity of water valves relocated during the project underran the bid amount. The unit price was used to calculate the decrease. $1 \text{ EA}(\$3,000/\text{EA}) = -\$3,000$
4. **Main Street Detention Pond:** Main Street Detention Pond Improvements were removed from the project. The unit price was used to calculate the decrease. $1 \text{ LS}(\$5,000/\text{LS}) = -\$5,000.00$
5. **Exploratory Excavation:** The quantity of exploratory excavation performed during the project exceeded the bid quantity. The unit price was used to calculate the increase. $7 \text{ HR}(\$215/\text{HR}) = \$1,505.00$
6. **Irrigation System Repair:** Irrigation system repair was removed from the project. The unit price was used to calculate the decrease. $1 \text{ LS}(\$10,500/\text{LS}) = -\$10,500.$
7. **Crushed Aggregate Course:** The quantity of crushed aggregate course installed during the project underran the bid quantity. The unit price was used to calculate the decrease. $-250 \text{ CY}(\$61/\text{CY}) = -\$15,250.00$
8. **Emulsified Asphalt CRS-2P:** Emulsified Asphalt CRS-2P was not installed as part of this project because MDT has a project planned in the near future that will include installation of emulsified asphalt CRS-2P in areas that overlap this project. The unit price was used to calculate the decrease. $-759 \text{ GAL}(\$12/\text{GAL}) = -\$9,108.00$
9. **Cover-Type 2:** Cover-type 2 was not installed as part of this project because MDT has a project planned in the near future that will include installation of Cover-type 2 in areas that overlap this project. The unit price was used to calculate the decrease. $-1,392 \text{ SY}(\$3/\text{SY}) = -\$4,176.00$

10. **Final Sweep and Broom:** Final sweep and broom was not performed during the project because MDT has a project planned in the near future that will include final sweep and broom in areas that overlap this project. The unit price was used to calculate the decrease. $-0.10 \text{ CM}(\$9000/\text{CM}) = -\900.00
11. **36" RCP IRR. CL 2:** The quantity of 36" RCP installed during the project underran the bid quantity. The unit price was used to calculate the decrease. $-19 \text{ LF}(\$150.00/\text{LF}) = -\$2,850$
12. **Bedding:** The quantity of bedding installed during the project exceeded the bid quantity. The unit price was used to calculate the increase. $156 \text{ CY}(\$58.00/\text{CY}) = \$9,048.00$
13. **Type I Drop Inlet:** The number of Type I drop inlets installed during the project underran the bid quantity. The unit price was used to calculate the decrease. $1 \text{ EA}(\$5,500/\text{EA}) = -\$5,500$
14. **72" Comb. Type I Field Inlet/Type 3 Manhole:** The number of combination Type I field inlets/Type 3 manholes installed during the project exceeded the bid quantity. The unit price was used to calculate the increase. $1 \text{ EA}(\$6,500/\text{EA}) = \$6,500$
15. **Sodding:** Sodding was removed from the project. The unit price was used to calculate the decrease. $-340 \text{ SY}(\$20/\text{SY}) = -\$6,800.00$
16. **Class II Riprap:** The quantity of Class II riprap installed during the project underran the bid quantity. The unit price was used to calculate the decrease. $-55 \text{ CY}(\$125/\text{CY}) = -\$6,875.00$
17. **Striping – White Paint:** Striping – White Paint was not installed as part of this project because MDT has a project planned in the near future that will include installation of white striping in the areas that overlap this project. The unit price was used to calculate the decrease. $-4 \text{ GAL}(\$750/\text{GAL}) = -\$3,000.00$
18. **Striping – Yellow Paint:** Striping – Yellow Paint was not installed as part of this project because MDT has a project planned in the near future that will include installation of yellow striping in the areas that overlap this project. The unit price was used to calculate the decrease. $-4 \text{ GAL}(\$750/\text{GAL}) = -\$3,000.00$
19. **Striping – White Epoxy:** Striping – White Epoxy was not installed as part of this project because MDT has a project planned in the near future that will include installation of white epoxy in the areas that overlap this project. The unit price was used to calculate the decrease. $-2 \text{ GAL}(\$850/\text{GAL}) = -\$1,700.00$
20. **Striping – Yellow Epoxy:** Striping – Yellow Epoxy was not installed as part of this project because MDT has a project planned in the near future that will include installation of yellow epoxy in the areas that overlap this project. The unit price was used to calculate the decrease. $-2 \text{ GAL}(\$900/\text{GAL}) = -\$1,800.00$
21. **Yellow Curb Epoxy:** Yellow Curb Epoxy was not installed as part of this project because MDT has a project planned in the near future that will include installation of yellow curb epoxy in the areas that overlap this project. The unit price was used to calculate the decrease. $-4 \text{ GAL}(\$1,200/\text{GAL}) = -\$4,800.00$
22. **Erosion Control Geotextile:** Erosion Control Geotextile was removed from this project. The unit price was used to calculate the decrease. $-122 \text{ SY}(\$6/\text{SY}) = -\732.00
23. **Flowable Fill:** Flowable fill was added to this project through a previous change order. The quantity of flowable fill installed during construction underran the quantity previously added to the contract. The unit price was used to calculate the decrease. $-72 \text{ CY}(\$120/\text{CY}) = -\$8,640.00$
24. **Curb and Gutter:** Curb and gutter was added to this project thorough a previous change. The quantity installed during construction exceed the quantity previously added to the contract. The unit price was used to calculate the increase. $224 \text{ LF}(\$56.25/\text{LF}) = \$12,600.00$

CHANGE IN PRICE:**CHANGE IN TIMES:**

Original Price:

Base Bid - \$5,630,669.00Alternate E - \$2,640,927.00Increase/Decrease from previously approved
Change Orders No. 0 to No. 7:Base Bid - Decrease \$2,162,911.46Alternate E - NA

Price prior to this Change Order:

Base Bid - \$3,467,757.54Alternate E - NA

Increase of this Change Order:

Base Bid - Decrease \$64,353.00Alternate E - N/A

Price incorporating this Change Order:

Base Bid - \$3,403,404.54Alternate E - NA

Original Times:

☐

Working days

☐

Calendar days

Substantial completion (days or date): October 31st, 2016Ready for final payment (days or date): December 31st, 2016Increase/Decrease from previously approved Change Orders
No. 0 to No. 7:Substantial completion (days or date): August 31st, 2020Ready for final payment (days or date): September 30th, 2020

Times prior to this Change Order:

Substantial completion (days or date): August 31st, 2020Ready for final payment (days or date): September 30th, 2020

Increase of this Change Order:

Substantial completion (days or date): August 31st, 2020Ready for final payment (days or date): September 30th, 2020

Times with all approved Change Orders:

Substantial completion (days or date): August 31st, 2020Ready for final payment (days or date): September 30th, 2020

RECOMMENDED:

By: [Signature]

Engineer (Authorized Signature)

ACCEPTED:

By: _____

Owner (Authorized Signature)

ACCEPTED:

By: [Signature]

Contractor (Authorized Signature)

Date: 9/29/2020

Date: _____

Date: 9-29-2020

Approved by Funding Agency (if applicable): _____

Date: _____

Jade Goroski

From: Brett Warren <bwarren@skgeotechnical.com>
Sent: Wednesday, September 30, 2020 11:19 AM
To: garym@3rivers.net
Cc: Jade Goroski; luke.laliberty@kljeng.com; Logan.Tweet@kljeng.com; jessica.wagner@kljeng.com
Subject: Shelby WWTP Piezometer Installation
Attachments: P-20113R1 Piezometer Proposal.pdf

Gary and others,

Attached is our revised proposal for the piezometer installation at the Shelby WWTF. I have included the vibrating wire piezometer with data loggers at each location. The software and process of collecting the is pretty straight forward, and I can talk whoever will be downloading the data through the process.

If you have any questions please feel free to give me a call.

Thanks,

Brett M. Warren, PE / Geotechnical Engineer

SK Geotechnical Corporation

P.O. Box 80190
Billings, Montana 59108-0190
Office: (406) 652-3930
Mobile: (406) 539-0508
Fax: (406) 652-3944

www.skgeotechnical.com

This transmission is CONFIDENTIAL. If you have received this in error, please contact SK Geotechnical Corporation immediately.



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September 30, 2020

Proposal P-20113R1

Gary McDermott
Mayor of Shelby
1121 1st Street South
Shelby, Montana 59474
Via email: garym@3rivers.net

Dear Gary:

Re: Proposal for Contract Drilling Services, Piezometer Installation, Shelby Waste Water Lagoon,
Shelby, Montana

As you requested on September 9th, we are pleased to provide this proposal for the above-referenced project. Following is a brief discussion of the project and the services we propose to provide.

Description of Project

As we discussed, we will install five monitoring wells across the site at the locations indicated on the attached sketch. The monitoring wells will consist of 2-inch PVC monitoring well casing with a man-hole cover at the ground surface. We propose to furnish our truck-mounted drill rig from our Billings office to perform the proposed fieldwork. Our rig will be equipped to drill with a 4 1/4-inch hollow-stem auger. At this time, we are not proposing to obtain any soil samples from the boreholes, or perform a geotechnical evaluation of the existing lagoon.

The piezometers will be installed at the top of the lagoon dike and will extend to depth of 20, or about 10 feet below existing lagoon floor elevation. Our current schedule would permit us to perform the fieldwork four to five weeks after authorization to proceed. We anticipate the piezometer installation will take about two days.

Estimated Cost for Services

We propose to install the five monitoring wells for a lump sum of \$14,550 in accordance with this proposal and attached General Conditions. This cost includes a vibrating wire water level meter with data loggers at each location. The vibrating wire data loggers will record the water level automatically (typically one or two times a day). The data must then be downloaded from the data logger by a person on-site with a laptop and free software. We have assumed this data collection will be performed by others. Alternately, the water level can be measured by on-site personnel using a water level meter or weighted tape measure.

The above cost is based upon the following assumptions:

- The site is truck-accessible and no towing or snow removal services will be required.
- Work will be performed Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m.
- The borings will be performed, weather permitting, and generally require 20 degrees and rising for auger drilling

Utility Clearance

SK Geotechnical will contact the local utilities one-call number to notify the local telephone, electric, gas, sewer, water, and cable TV companies to determine the location of underground utilities. We request that you or your authorized representative notify the SK Geotechnical project manager immediately of the presence and location of any underground objects on private property which are not the responsibility of public utilities. Our services do not include subcontracting a private utility locator or conducting additional research to identify other utilities. SK Geotechnical will take reasonable precautions to avoid underground objects. In authorizing this contract, you agree to waive any claim against SK Geotechnical and will indemnify and hold SK Geotechnical harmless from any claim of liability, injury, or loss allegedly arising from our damaging of underground objects that were not called to our attention prior to beginning the work.

General

We appreciate the opportunity to present this proposal. If you find it acceptable, a signed copy should be returned to us prior to our beginning work on the project. If you have any questions, or would like to discuss our costs and services, please contact us at your convenience.

Sincerely,



Brett Warren, PE

Attachments:
Signature Page
General Conditions
Piezometer Location Sketch

Signature Page

Re: Proposal for Contract Drilling Services, Piezometer Installation, Shelby Waste Water Lagoon,
Shelby, Montana

We appreciate the opportunity to present this proposed contract to you. If it is acceptable to you, a copy should be signed and returned to us as written authorization to proceed. We will begin the project, in accordance with our schedule, upon receipt of your written authorization.

Costs presented in this proposal are based on the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule. If the project is not authorized within 30 days, we may need to modify the cost estimate. If the project cannot be completed within the proposed schedule due to circumstances beyond our control, revising the cost estimate may be required for completion of the remaining tasks.

Terms on payment for services are net within 30 days after invoicing with interest added to unpaid balances in accordance with the attached General Conditions, which are a part of this proposed contract.

Authorization to Proceed:

Please proceed according to the described scope of services and attached General Conditions. By authorizing this proposal, you are accepting responsibility for payment of SK Geotechnical's services.

Authorizer's Name (PLEASE PRINT)

Authorizer's Signature

Title (PLEASE PRINT)

Date

If this proposal is signed by anyone other than who it is addressed to, please complete the following:

Company Name (PLEASE PRINT)

Telephone Number

Fax Number

Billing Address (PLEASE PRINT)

Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1. Our Responsibilities

1.1. We will provide the services specifically described in our agreement with you. You agree that we are not responsible for services that were not included in our proposed scope of services, or brought to our attention prior to preparing our proposal. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing and in detail drawings. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2. In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from all claims, damages, and expenses arising out of your direction.

1.3. We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time and can vary across the site.

1.4. Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of your contractors' work. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5. We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety.

1.6. We agree to retain split-spoon samples collected from borings performed by our personnel for no longer than 60 days after the report has been submitted. We do not retain samples that are tested unless otherwise directed.

Section 2. Your Responsibilities

2.1. You will provide access to the site. In the course of our work, some site damage is normal even when due care is exercised. We will use reasonable care to reduce damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.2. You agree to provide us any site safety measures necessary for us to perform our work. Our employees can refuse to work under conditions that may be unsafe.

2.3. You agree to provide us, in a timely manner, with information that you have regarding buried objects located at the site, and we have the right to rely on such information. Until we have completed our fieldwork, you agree to provide us with all your plans, changes in plans, and new information that refer to site conditions. You agree to hold us harmless from all claims, damages, losses, and related expenses involving buried objects of which you had knowledge, but did not timely call to our attention or correctly show on the plans furnished to us.

2.4. You agree to notify us of any permits necessary for us to access the boring locations. All costs associated with completing and submitting the permits will be paid by you. We agree to include these costs in our proposal provided we have been notified. Not having the necessary permits in place can cause delays and additional costs.

2.5. You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. If we observe or suspect the presence of contaminants not anticipated in our agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.6. Neither this agreement nor the providing of services will make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the

Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.7. Soil borings and monitoring well installation may involve risk of cross-contamination of previously uncontaminated air, soil, and water. If you are requesting that we provide services that include this risk, you agree to hold us harmless and indemnify us from cross-contamination claims and damages, unless the loss is caused by our negligence. Monitoring wells are your property and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.8. You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3. Reports and Records

3.1. We will furnish reports and drawings to you as described in our scope of work or proposal. We will retain paper records for seven years and financial data for three years.

3.2. Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property, but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.

3.3. Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document

occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4. If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

3.5. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are to be your property. They will be returned to you, unless within 15 days of the report date you give written direction to transfer the materials to a licensed facility, at your expense.

Section 4. Compensation

4.1. You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price.

4.2. You will notify us of billing disputes within 15 days. You will pay all undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1 1/2% per month, or at the maximum rate allowed by law.

4.3. If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our agreement and we extend credit to that person and to release you.

4.4. You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5. If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change and result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6. If you fail to pay us within 60 days following invoice date, we may consider the

default a total breach of our agreement and, at our option, terminate all of our duties without liability to you or to others.

4.7. In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5. Disputes, Damage and Risk Allocation

5.1. Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2. Neither of us will be liable for special, incidental, consequential, or punitive damages, including, but not limited to, those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3. We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4. For you to obtain the benefit of a fee which includes reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5. If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including, but not limited to, attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6. The State of Montana will govern all disputes. No employee acting within the scope of employment shall have individual liability for his or her acts or opinions, and you agree not to make a claim against individual employees.

Section 6. General Indemnification

6.1. We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2. To the extent it may be necessary to indemnify either of us under section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

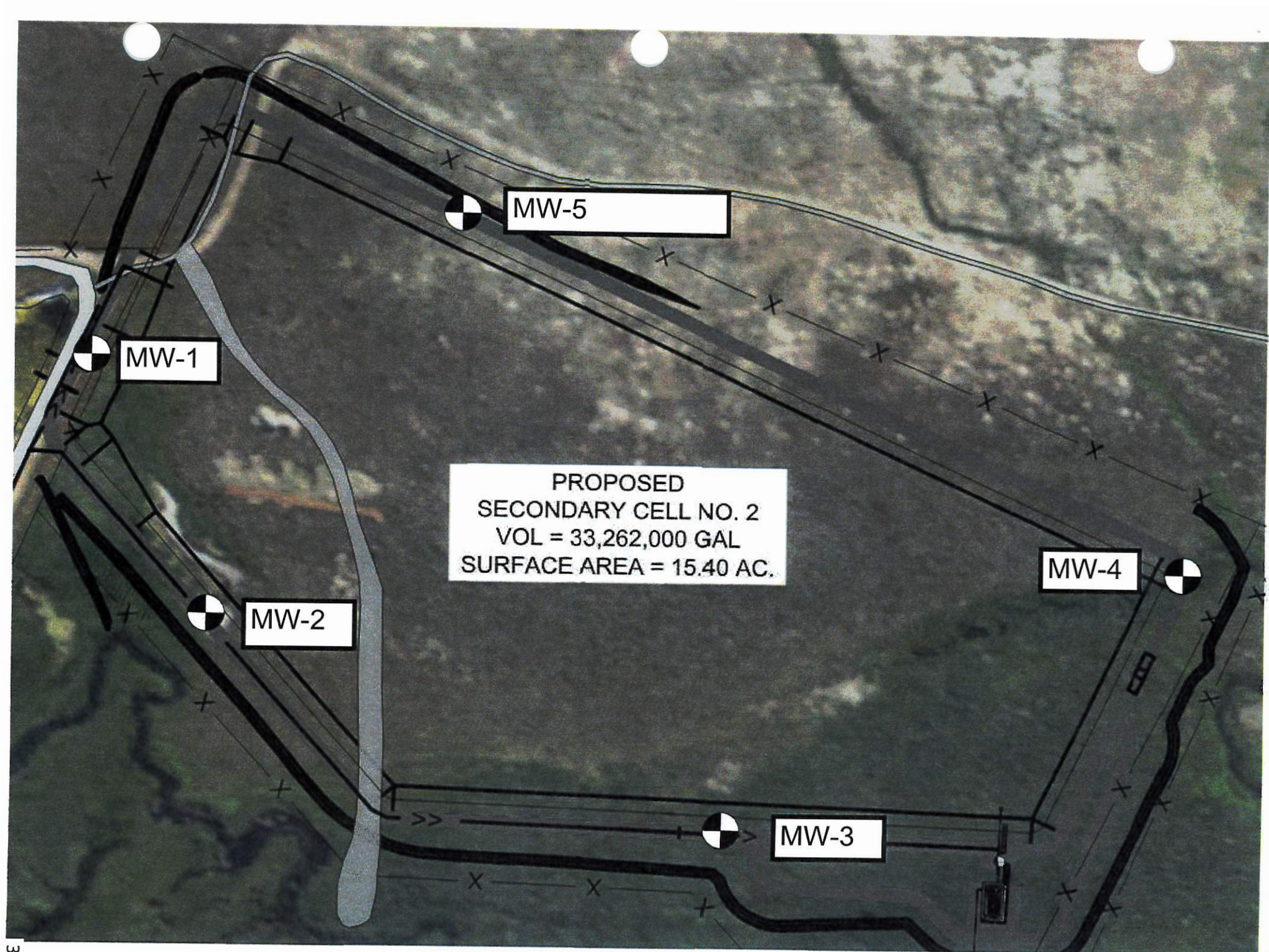
Section 7. Miscellaneous Provisions

7.1. We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2. This agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3. Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4. Our agreement may be terminated by either party for any reason, but must be done so in writing. We will receive an equitable adjustment of our compensation in the event of early termination by you.





Prepared By:

Old-Great Falls
Debra Burns
Branch Manager
1601 2nd Ave N, Ste #118
Great Falls, MT, 59401-
406-771-1974
406-771-1577
debrab@kencosecurity.com

proposal

Shelby Landfill cctv
50 City Shop Road
Shelby, MT, 59474

Submitted: 9/28/2020

Shelby Landfill cctv
Jessi
406-434-5114
jessi@shelbymt.com

KENCO AT A GLANCE

OUR STORY

Kenco was founded in January of 1973 by Ken and Karen Brown and incorporated in 1974 as Kenco Enterprises, Inc. with Kennen R. Brown as President. Ken had a strong desire to own his own company and to treat customers the way he felt they should be treated. With Navy electronics training and 10 years of experience as an IBM service technician, Ken started Kenco Security and Technology and served as CEO through decades of steady growth.

In 2014, Kenco was acquired by its parent company, Fire Protection Service Inc., in the business of protecting customers through fire and security solutions since 1952. Today, we are still family owned and operated. Kenco continues to be locally operated through our six branches across Montana and Wyoming, led by Eric Garner, President; and Dirk Bauwens, Vice President of Business Development.

Kenco designs, sells, installs, and services commercial and residential burglar and fire alarm systems. Kenco's central station monitoring centers are among the few elite providers that have two 100% redundant, geographically diverse monitoring facilities. The Central Station monitoring facilities are UL listed, 5 Diamond Certified and IQ Certified.

In addition to alarm systems, Kenco designs, sells and installs access control systems, intercom systems, closed circuit television (CCTV) systems, central vacuum systems, whole house audio, home theater and structured wiring. Kenco's present position in the market place is very strong. By volume of monitored accounts, it is approximately three times the size of its nearest competitor. Kenco Security and Technology has offices in Billings, Bozeman, Helena, Great Falls, Kalispell and Cody, WY.

Kenco has earned a respected name in its region by installing quality solutions and providing excellent customer service.

OUR EXPERTISE

From design and installation to monitoring and maintenance, our team represents the most experienced fire and security professionals in the region. We provide a wealth of experience capable of providing expertise on residential and commercial projects of any scale. At each location we employ full-time, licensed, factory-trained technicians. Kenco works with the best manufacturers in the industry to provide you with the most reliable and easy-to-use products available. Our product lines provide the end-user with innovative, yet to easy-to use panels, sensors, and other critical devices. Our 24/7 security and fire alarm monitoring sets the standard in the industry. Above all, Kenco takes pride in protecting our customers, their families, businesses, and property while providing unparalleled customer service.

- Hundreds of years of collective experience across all of our locations
- Technicians certified in many products including Qolsys, 2GIG, Open Options, Vigilant, Bosch, Stanley Pac, Keri, Silent Knight, Honeywell, DMP, Fire Lite, FCI, Gamewell and Pelco.
- NICET-certified Technicians
- Guaranteed service 24/7

SCOPE OF WORK

Upgrade Camera System
Upgrade Recorder
Upgrade 6 Outdoor Cameras
Upgrade Monitor

INVESTMENT

cctv

QTY	Part #	Description
6	PC140	Cap, Pendant 140mm
6	WMS	Mount, Wall Short
1	21VGAHDMI	21 Led Monitor Hdmi/Vga
1	DS-7208HUHI-F2/N-4TB	Tri Dvr 8ch H264+ 3mp 4tb
6	DS-2CE56F7T-AVPIT3Z	Out Dom 3mp Tvi Ir 2.8-12 Vp
6	PM	Bracket, Pole Mount

System Investment

Total Proposal Amount \$5,679.12

ACCEPTANCE OF PROPOSAL

SYSTEM TOTAL

\$5,679.12

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted (subject to credit approval.) You are authorized to do the work as specified.

Progress Billing will be applied to this proposal.

Shelby Landfill cctv

Company

Date

Authorized Signature

Printed Name

Title

406-434-5114

Phone

Fax

jessi@shelbysmt.com

Email

Old-Great Falls

Company

Date

Authorized Signature

Printed Name

Title

406-771-1974

Phone

406-771-1577

Fax

debrab@kencosecurity.com

Email

TERMS AND CONDITIONS

1. The information given is warranted to be true and given for the purpose of obtaining credit. The applicant consents to the opening of an account. I / We authorize Fire Protection Service Corporation to review the company credit history and/or personal information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the undersigned to any credit reporting agency or to any person with whom the undersigned has or proposes to have financial relations.
2. In the event credit privileges are extended, I / We agree that Fire Protection Service Corporation may, in its discretion, increase the credit limit from time to time on this account without notice. I / We agree and understand that I / We are liable for the full amount of all invoices, regardless of whether they exceed the credit limits on this account.
3. In the event credit privileges are extended I/We hereby give authorization to Fire Protection Service Corporation and its subsidiaries to obtain my (our) Credit Report Information/Duns & Bradstreet (credit report) through a credit reporting company chosen by Fire Protection Service Corporation. Credit report information will be retained on file at Fire Protection Service Corporation and that information will not be disclosed to anyone without my prior written consent.
4. In the event credit privileges are extended, I / We agree to pay Fire Protection Service Corporation within seven days of My / Our receipt of payment from the owner, general contractor, sub-contractor, or other party from whom payment is received. This payment term suspends My / Our duty to pay for a reasonable period of time to allow Me / Us to receive payment. This payment term does not create a condition precedent to payment and does not shift the risk of non-payment to Fire Protection Service Corporation.
5. I / We understand that in the event I/We receive discounted system equipment and wish to cancel services prior to agreement month term expiration that I/We are responsible for the balance of the contract due in full. In addition, I/We understand that a one-time installation/down payment must be collected prior to commencing installation and monitoring payments must be set up for automatic withdrawal and will be automatically deducted from the preferred payment method following installation.
6. All invoices are due and payable at **P.O. Box 12487 Ogden, Utah 84403.**

ACCEPTANCE OF PROPOSAL

7. I / We agree to pay interest charges on overdue accounts at the rate of 1.5% per month.
8. Merchandise will not be accepted for return unless authorized by Fire Protection Service Corporation by obtaining an "RMA" number from the branch.
9. **PROOF OF PURCHASE IS REQUIRED FOR ALL RETURNS**
10. Purchaser agrees to pay all costs of collection including state approved fees for all unpaid checks, substitute image documents, and/or credit or debit card transactions that are returned unpaid.
11. Should these terms not be honored on demand, and the matter placed in the hands of an attorney or collection agency, the undersigned shall pay all costs of collection, including reasonable attorney fees.
12. Pricing is valid for 60 days from the date listed in the signature block.
13. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
14. **I / WE AGREE THIS ACCOUNT WILL BE LITIGATED IN WEBER COUNTY, UTAH IF NEEDED.**

Certificate Of Completion

Envelope Id: ADA208CFDB5D41948DA88860E74FD155	Status: Sent
Subject: "Mountain Alarm" - Request for review - 56918-1-0, Shelby Landfill cctv	
Source Envelope:	
Document Pages: 6	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	eSign
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	4155 Harrison Blvd
	Ogden, UT 84403
	esign@mountainalarm.com
	IP Address: 207.173.153.4

Record Tracking

Status: Original	Holder: eSign	Location: DocuSign
9/28/2020 1:06:09 PM	esign@mountainalarm.com	

Signer Events

Signature

Timestamp

Jessi	Sent: 9/28/2020 1:06:11 PM
jessi@shelbymt.com	Viewed: 9/28/2020 3:39:45 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 9/28/2020 2:15:06 PM
ID: 943ee8a8-14a7-41e1-81c2-69d6ceb0979d

Debra Burns

debrab@kencosecurity.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Office Reviewer

kbdocs@kencosecurity.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bonnie Thornock

bthornock@mountainalarm.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Scott Sessions

ssessions@mountainalarm.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/20/2017 6:47:31 AM
ID: b780a94a-5151-4f31-8970-e47c6c94c599

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Contracts Team

contracts@mountainalarm.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/29/2019 2:14:22 PM

ID: 7e847f4d-a7eb-4b67-9876-790dcc2ab231

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/28/2020 1:06:11 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Fire Protection Service Corp (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Fire Protection Service Corp:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aallen@mountainalarm.com

To advise Fire Protection Service Corp of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at aallen@mountainalarm.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Fire Protection Service Corp

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fire Protection Service Corp

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I Agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Fire Protection Service Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Fire Protection Service Corp during the course of my relationship with you.



Prepared By:

Old-Great Falls
Debra Burns
Branch Manager
1601 2nd Ave N, Ste #118
Great Falls, MT, 59401-
406-771-1974
406-771-1577
debrab@kencosecurity.com

proposal

Shelby Civic Center
669 Park Drive
Shelby, MT, 59474

Submitted: 9/28/2020

Shelby Civic Center
Jessi LaTray
406-434-5114
jessi@shelbymt.com

SUPERIOR SOLUTIONS SINCE 1952

KENCO AT A GLANCE

OUR STORY

Kenco was founded in January of 1973 by Ken and Karen Brown and incorporated in 1974 as Kenco Enterprises, Inc. with Kennen R. Brown as President. Ken had a strong desire to own his own company and to treat customers the way he felt they should be treated. With Navy electronics training and 10 years of experience as an IBM service technician, Ken started Kenco Security and Technology and served as CEO through decades of steady growth.

In 2014, Kenco was acquired by its parent company, Fire Protection Service Inc., in the business of protecting customers through fire and security solutions since 1952. Today, we are still family owned and operated. Kenco continues to be locally operated through our six branches across Montana and Wyoming, led by Eric Garner, President; and Dirk Bauwens, Vice President of Business Development.

Kenco designs, sells, installs, and services commercial and residential burglar and fire alarm systems. Kenco's central station monitoring centers are among the few elite providers that have two 100% redundant, geographically diverse monitoring facilities. The Central Station monitoring facilities are UL listed, 5 Diamond Certified and IQ Certified.

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OUR EXPERTISE

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- Hundreds of years of collective experience across all of our locations
- Technicians certified in many products including Qolsys, 2GIG, Open Options, Vigilant, Bosch, Stanley Pac, Keri, Silent Knight, Honeywell, DMP, Fire Lite, FCI, Gamewell and Pelco.
- NICET-certified Technicians
- Guaranteed service 24/7

SCOPE OF WORK

- Upgrade Recorder
- Upgrade UPS
- Upgrade Monitor
- Upgrade Front Camera
- Add 2 Cameras (raquetball court)
- Add 1 Camera in Gym
- Add 1 Camera in Hallway

INVESTMENT

cctv

QTY	Part #	Description
1	HAN-HRD-1641-6TB	16CH AHD, TVI, CVI, CVBS
1	EN900LCD	Ups 900va 5-Bat/5-Surge Lcd
1	19VGA	Led Monitor, 19 Inch With Vga
5	HAN-SCD-6013	AHD Dome Wisenet HD+ 2MP,
2	RG59/18-2 100ft	Wire, Rg59 18/2 Cl2 Siamese/Zip

System Investment

Total Proposal Amount **\$5,873.28**

ACCEPTANCE OF PROPOSAL

SYSTEM TOTAL

\$5,873.28

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted (subject to credit approval.) You are authorized to do the work as specified.

Progress Billing will be applied to this proposal.

Shelby Civic Center

Company	Date
---------	------

Authorized Signature

Printed Name	Title
--------------	-------

406-434-5114

Phone	Fax
-------	-----

jessi@shelbysmt.com

Email

Old-Great Falls

Company	Date
---------	------

Authorized Signature

Printed Name	Title
--------------	-------

406-771-1974

406-771-1577

Phone	Fax
-------	-----

debrab@kencosecurity.com

Email

TERMS AND CONDITIONS

1. The information given is warranted to be true and given for the purpose of obtaining credit. The applicant consents to the opening of an account. I / We authorize Fire Protection Service Corporation to review the company credit history and/or personal information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the undersigned to any credit reporting agency or to any person with whom the undersigned has or proposes to have financial relations.
2. In the event credit privileges are extended, I / We agree that Fire Protection Service Corporation may, in its discretion, increase the credit limit from time to time on this account without notice. I / We agree and understand that I / We are liable for the full amount of all invoices, regardless of whether they exceed the credit limits on this account.
3. In the event credit privileges are extended I/We hereby give authorization to Fire Protection Service Corporation and its subsidiaries to obtain my (our) Credit Report Information/Duns & Bradstreet (credit report) through a credit reporting company chosen by Fire Protection Service Corporation. Credit report information will be retained on file at Fire Protection Service Corporation and that information will not be disclosed to anyone without my prior written consent.
4. In the event credit privileges are extended, I / We agree to pay Fire Protection Service Corporation within seven days of My / Our receipt of payment from the owner, general contractor, sub-contractor, or other party from whom payment is received. This payment term suspends My / Our duty to pay for a reasonable period of time to allow Me / Us to receive payment. This payment term does not create a condition precedent to payment and does not shift the risk of non-payment to Fire Protection Service Corporation.
5. I / We understand that in the event I/We receive discounted system equipment and wish to cancel services prior to agreement month term expiration that I/We are responsible for the balance of the contract due in full. In addition, I/We understand that a one-time installation/down payment must be collected prior to commencing installation and monitoring payments must be set up for automatic withdrawal and will be automatically deducted from the preferred payment method following installation.
6. All invoices are due and payable at **P.O. Box 12487 Ogden, Utah 84403.**

ACCEPTANCE OF PROPOSAL

7. I / We agree to pay interest charges on overdue accounts at the rate of 1.5% per month.
8. Merchandise will not be accepted for return unless authorized by Fire Protection Service Corporation by obtaining an "RMA" number from the branch.
9. **PROOF OF PURCHASE IS REQUIRED FOR ALL RETURNS**
10. Purchaser agrees to pay all costs of collection including state approved fees for all unpaid checks, substitute image documents, and/or credit or debit card transactions that are returned unpaid.
11. Should these terms not be honored on demand, and the matter placed in the hands of an attorney or collection agency, the undersigned shall pay all costs of collection, including reasonable attorney fees.
12. Pricing is valid for 60 days from the date listed in the signature block.
13. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
14. **I / WE AGREE THIS ACCOUNT WILL BE LITIGATED IN WEBER COUNTY, UTAH IF NEEDED.**

Certificate Of Completion

Envelope Id: 0285991EB5FE45A5B6B753AEA4B56B35

Status: Sent

Subject: "Mountain Alarm" - Request for review - 64844-1-0, Shelby Civic Center

Source Envelope:

Document Pages: 6

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

eSign

AutoNav: Enabled

4155 Harrison Blvd

EnvelopeId Stamping: Enabled

Ogden, UT 84403

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

esign@mountainalarm.com

IP Address: 207.173.153.4

Record Tracking

Status: Original

Holder: eSign

Location: DocuSign

9/28/2020 2:10:44 PM

esign@mountainalarm.com

Signer Events

Signature

Timestamp

Jessi LaTray

Sent: 9/28/2020 2:10:46 PM

jessi@shelbymt.com

Viewed: 9/28/2020 2:15:06 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 9/28/2020 2:15:06 PM

ID: 943ee8a8-14a7-41e1-81c2-69d6ceb0979d

Debra Burns

debrab@kencosecurity.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Office Reviewer

kbdocs@kencosecurity.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Bonnie Thornock

bthornock@mountainalarm.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Scott Sessions

ssessions@mountainalarm.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/20/2017 6:47:31 AM

ID: b780a94a-5151-4f31-8970-e47c6c94c599

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Contracts Team

contracts@mountainalarm.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/29/2019 2:14:22 PM

ID: 7e847f4d-a7eb-4b67-9876-790dcc2ab231

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/28/2020 2:10:46 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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CONSUMER DISCLOSURE

From time to time, Fire Protection Service Corp (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Fire Protection Service Corp:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aallen@mountainalarm.com

To advise Fire Protection Service Corp of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at aallen@mountainalarm.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Fire Protection Service Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Fire Protection Service Corp during the course of my relationship with you.

**Summary of Port of Northern Montana board meeting
October 1, 2020
Lorette Carter**

- 1. Calumet Lubricants, Co.:** Calumet continues to move and store cars within the facility. Calumet is working in partnership with Savage to complete their transloading and switching operations.
- 2. Hinrich's Trading Company:** The company is behind on monthly payments to the Port Authority. They are still working to sell the facility.
- 3. Pat's Off-Road, Inc.:** No new information.
- 4. Savage Services Inc.:** The master lease for multi-modal operations is still in negotiation.
- 5. Pacific Steel & Recycling:** They are working on a buffering area on their property.
- 6. Dick Irvin Inc.:** No new information.
- 7. Data Center Feasibility:** The demand for siting facilities has tapered off at this time.
- 8. Bridge Agri Partners:** Bridge Agri is proceeding with their expansion plans with the potential to purchase Hinrich's holding tanks.
- 9. Tauber Petrochemical Canada:** They continue working with Savage. They continue work with Savage to purchase a steaming unit to heat cars to move liquids.
- 10. Mountainview Reload:** No new information.

Other business:

There is interest in the Port from a company looking to transload propane and another looking to move concrete specialty products into Canada.

Discussed was establishing a revolving loan fund for assistance to area businesses looking to make business improvements. NETA would consider working with the Toole County Forward loan committee in reviewing funding applications for consideration. They have asked the City to follow up on the guidelines of an RLF and present additional information.

NETA Golf Tournament is Thursday, October 8th.

CITY OF SHELBY

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



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

September 30, 2020

To: Mountain Bike Trail Specialists
From: City of Shelby
Re: Bid solicitation

The City of Shelby is soliciting bids for the design and potential build of a single-track mountain bike trail system to tie into the community's Roadrunner Recreation Trail. A portion of the Roadrunner Trail is a shared-use path along Oilfield Avenue where it leaves Oilfield at North Lake Shel-oolle Drive and circumvents Lake Shel-oolle for approximately 2.6 miles. At the north-east corner of the trail, approximately .5 miles from the North Lake Shel-oolle Drive gate is an archery range that would not be included in design. The trail offers varying degrees of difficulty as it crosses multiple elevations to join the City Shop Road where it becomes part of the road system into Shelby. A mid-way loop joins North Park Drive about .50 miles from the City Shop Road. (Please see Roadrunner Trail map.)

The City would like an overview of the potential for the City-owned property around the rural section of the Roadrunner Recreation Trail to include the following items: possible track miles; potential loops; levels of difficulty; and estimated cost to design (per mile) and estimated cost to rough cut and/or build (per foot). (Please see Montana cadastral map.)

The deadline to receive bids is **Friday, October 16, 2020 at 5:00pm**. Please send to:

Jade Goroski, Finance Office
City of Shelby
112 1st St. So.
Shelby, MT 59474
(406) 434-5222

If you have additional questions, please contact Jade Goroski at (406) 434-5222 or jade@shelbymt.com.

Thank you,

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

Lorette Carter, Community Development

Cc: Gary McDermott, Mayor
Shelby City Council

Jade Goroski

From: William E. Hunt, Jr. <huntlaw@3rivers.net>
Sent: Wednesday, September 23, 2020 2:21 PM
To: shbcdc@3rivers.net; garym@3rivers.net; 'Sanna Clark'; 'Lyle Kimmet';
nwfarmflesch@hotmail.com; aaronheaton@gmail.com; 'Bill Moritz'; 'Patrick Frydenlund';
Jade Goroski
Cc: Gary McDermott
Subject: RE: Trick or Treat in Shelby

Hi Lorette and All-

I was sort of wondering about Halloween- mostly in other larger towns. It's better to have this discussion at council on the record rather than thru email so please save any comments until council. I'll give a quick analysis, though.

OK- legally speaking, the only authority the City has at the time is to encourage safe Halloween events and safe trick-or-treating. We don't have any ordinances restricting Halloween events other than the State building and fire codes we adopted which should have restrictions for haunted house attractions. Those are more fire safety and not COVID. If the council and Mayor are inclined to adopt an ordinance restricting Halloween events, we practically couldn't do it by the time Halloween rolls around (think of how long we took to get a cell phone ordinance to a public vote).

The other option is for the council to pass an ordinance giving the mayor emergency powers like we did when COVID broke out in March / April, if the number of local COVID cases supports it. Then, he could declare emergency restrictions on Halloween. I just don't see this happening. But, if the council and mayor want to go in that direction, I'll make sure it's all legal and will support it. We could put that into place by Halloween.

If we do anything, I think we encourage common sense based on CDC and State guidelines / mandates. Concerned citizens can choose to not participate in trick or treating (turn off the lights), etc. I think the Baptist Church is on the right track with gloves, masks, etc. I personally dislike the concept of trunk-or-treat because it's non-traditional, but it's a great option for some.

The County Health Department may also weigh in which may affect Halloween in Shelby, but we don't have any control over the CHD other than to make sure it's following guidelines and the law.

Thanks,

Bill

From: shbcdc@3rivers.net <shbcdc@3rivers.net>
Sent: Tuesday, September 22, 2020 2:54 PM
To: garym@3rivers.net; Sanna Clark <sanna.clark@gmail.com>; Lyle Kimmet <kimmetlyle@gmail.com>;
nwfarmflesch@hotmail.com; aaronheaton@gmail.com; Bill Moritz <bjmoritz@3rivers.net>; Patrick Frydenlund
<patward2@3rivers.net>; Jade Goroski <jade@shelbymt.com>; huntlaw@3rivers.net
Subject: Trick or Treat in Shelby
Importance: High

Hello All,

I just visited with a citizen who is concerned about Trick or Treating this year and opening his door to lots of kids. I reached out to Pastor Chad Scarborough at the First Baptist Church. Their church council approved the Trunk or Treat

Program this year with restrictions. They will not have any indoor activities (bouncy house/games) and all people handing out candy will need to do so with masks and gloves and all candy must be individually wrapped.

I told the citizen, the City has never made a directive on Trick or Treating, but will relay his concern on to you all. Would this be a matter you would like to discuss at the October 5th Council meeting? I did invite the citizen to attend the meeting, but he wasn't sure about that. I also said we could encourage those interesting in handing out candy to join First Baptist Church with their Trunk or Treat event.

Please advise.

Thanks,

Lorette

Lorette Carter
City of Shelby
112 1st St. So.
Shelby, MT 59474
(406) 434-5222
shbedc@3rivers.net
www.shelbymt.com

**SHELBY ~ TOOLE COUNTY COMMUNITY TRANSPORTATION
SAFETY COMMITTEE/ DUI TASK FORCE**

112 1ST ST. SO. SHELBY, MT 59474

9/17/2020

Kent Haab, Education Specialist
MT Department of Revenue
Alcohol Division
P.O. Box 6577
Helena, MT 59604-6577

Re: Toole County Responsible Alcohol Sales & Service

Kent,

The Shelby/Toole Transportation Safety Committee~ DUI Task Force is working in partnership with Alliance for Youth in seeking a solution to the lack of a RASS trainer within our county. We support Mary Miller, Alliance for Youth in her offer to facilitate on-line training and testing for employees in retail alcohol sales and service outlets in our county. Mary will coordinate a time and location for on-line training and testing with area establishments. She will provide the necessary technology and serve as a testing proxy to ensure protocols are followed. She will not personally conduct any training or answer questions, but simply serve as a facilitator for those people who do not have access to a computer or place in which to take the training.

We believe this is a very workable solution to the difficulty in securing a RASS trainer within Toole County and feel it will help our local establishments in abiding by the rules/regulations in selling and serving. We look forward to hearing from you.

Sincerely,



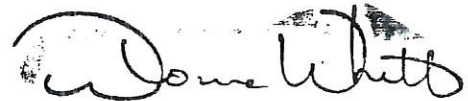
Lorette Carter
Transportation Safety

Sincerely,



Robyn Kimmet
DUI Task Force

Sincerely,



Donna Whitt
Toole County Sheriff

Cc: Shelby City Council
Toole County Commissioners

ORDINANCE NO. 811

**AN ORDINANCE AMENDING SHELBY MUNICIPAL CODE SECTION 1-12-11 A.
AND ADDING A SECTION E. RE WATER AND SEWER TAPPING FEES**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY,
MONTANA:

*That Title 1-Administration, Chapter 12-Schedule of Rates,
Section 11-Water and Sewer Tapping Fees, Subsection A. and E. be
as follows:*

1-12-11: WATER AND SEWER TAPPING FEES

- A. Generally: The cost therefor shall be three hundred dollars (\$300.00) plus labor and materials for tapping into municipal water or sewer mains. (Ord. 811, 3-4-2013)
- E. Tax Increment Financing District (TIFD): Tapping fees for water and/or sewer extensions on all property located in the current and future Tax Increment Financing District (see map attachment to Ordinance No. 792) pertain to all extensions from the city's current water and/or sewer lines. The following tapping fees are in addition to those fees required pursuant to Subsection A of this section:

Water Tapping Fees	\$ 8,316.67
Sewer Tapping Fees	\$ 7,160.00

(Ord. 811, 3-4-2013)

READ AND PROVISIONALLY ADOPTED BY THE CITY COUNCIL OF THE
CITY OF SHELBY, MONTANA ON THE FIRST READING ON THE 19TH DAY OF
FEBRUARY, 2013.

Larry J. Bonderud, Mayor

ATTEST:

Teri Ruff, Finance Officer

FINALLY READ AND FINALLY ADOPTED BY THE CITY COUNCIL OF THE
CITY OF SHELBY, MONTANA ON SECOND READING AND APPROVED BY THE
MAYOR ON THE 4TH DAY OF MARCH, 2013.

Larry J. Bonderud, Mayor

ATTEST:

Teri Ruff, City Finance Officer

I, Teri Ruff, City Finance Officer for the City of Shelby, Montana, hereby certify that the above Ordinance was posted on February 20, 2013 on the public bulletin boards located at: (1) the Shelby City Hall, (2) the Toole County Courthouse, and (3) Lobby of Public Safety Facility.

Teri Ruff, City Finance Officer

CERTIFICATE AS TO ORDINANCE AND ADOPTING VOTE

I the undersigned, being the duly qualified and acting recording officer of the City of Shelby, Montana (the "City"), hereby certify that the attached ordinance is a true copy of an Ordinance entitled: "AN ORDINANCE CREATING AND ESTABLISHING THE SHELBY INDUSTRIAL TAX INCREMENT FINANCING DISTRICT; ESTABLISHING THE BOUNDARIES OF THE DISTRICT; AND ESTABLISHING JANUARY 1, 2008 AS THE BASE TAXABLE YEAR FOR THE DISTRICT" (the "Ordinance"), on file in the original records of the City in my legal custody; that the first reading of the Ordinance was held by the City Council of the City at a regular meeting on November 3, 2008; that the second reading of the Ordinance was held by the City Council of the City at a regular meeting on November 17, 2008; that the Ordinance was approved by the City Council of the City at a regular meeting on November 17, 2008; that each of the meetings were duly held by the City Council of the City and were attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Ordinance at said meeting, the following Council members voted in favor thereof:

DOANE, KIMMET, LEE, HAROLDSON, HAWBAKER AND MILLER

the following voted against the same:

NONE

the following abstained from voting thereon:

NONE

or were absent:

NONE

WITNESS my hand officially this 3rd day of November, 2008.

Teri Ruff, Finance Officer

ORDINANCE NO. 792

AN ORDINANCE CREATING AND ESTABLISHING THE SHELBY INDUSTRIAL TAX INCREMENT FINANCING DISTRICT; ESTABLISHING THE BOUNDARIES OF THE INDUSTRIAL DISTRICT; AND ESTABLISHING JANUARY 1, 2008 AS THE BASE TAXABLE YEAR FOR THE INDUSTRIAL DISTRICT

WHEREAS, the City of Shelby, Montana (the "City") is defined as a "municipality" under Montana Code Annotated, Section 7-15-4283, for the purpose of creating and operating an Industrial Tax Increment Financing District pursuant to Montana Code Annotated, Sections 7-15-4282 through 7-15-4299, and Montana Code Annotated, Title 7, Part 15, Chapter 43, as amended (collectively, the "Act"); and

WHEREAS, pursuant the Act, the City Council (the "City Council") of the City may create an Industrial Tax Increment Financing District for the purpose of developing infrastructure to encourage the growth and retention of secondary, value-adding industries in the City; and

WHEREAS, the City Council wishes to develop infrastructure in the City's industrial park to encourage the growth and retention of secondary, value-adding industries in the City; and

WHEREAS, secondary value-adding industries require expensive infrastructure improvements which are beyond the available resources of the City to provide; and

WHEREAS, the City has identified necessary infrastructure improvements required for the growth and retention of secondary, value-adding industries in the City, as provided in the City's Growth Policy, adopted February 2007 (the "Growth Policy") and the City's Capital Improvements Plan, revised April 2008 (the "Capital Plan"); and

WHEREAS, pursuant to the Act, the City Council has determined, after a duly noticed public hearing and receipt of public input, that there is a need for this Ordinance to create and establish the Shelby Industrial Park-Fairgrounds Area Tax Increment Financing District (the "Industrial District").

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL OF THE CITY OF SHELBY, MONTANA that the following Ordinance shall be in full force and effect in the CITY OF SHELBY, MONTANA:

Section 1. Definitions. In this Ordinance the following terms have the meanings indicated below.

(a) "Act" means Montana Code Annotated, Sections 7-15-4282 through 7-15-4299, and Title 7, Part 15, Chapter 43, as amended.

(b) "Actual Taxable Value" means the taxable value of all taxable property within the Industrial District at any time, as calculated from the assessment roll last equalized.

(c) "Base Taxable Value" means the actual taxable value of all taxable property within the Industrial District prior to the effective date of a tax increment financing provision. Base Taxable Value may be adjusted as provided in Section 7-15-4287 or 7-15-4293 of the Act.

(d) "Capital Plan" means the City's Capital Improvements Plan, revised April 2008.

(e) "Growth Policy" means the City's Growth Policy, as adopted in February 2007.

(f) "Incremental Taxable Value" means the amount, if any, by which the Actual Taxable Value at any time exceeds the Base Taxable Value of all property within the Industrial District subject to taxation.

(g) "Industrial District" means the Shelby Industrial Park-Fairgrounds Area Tax Increment Financing District, as created and established pursuant to the Act and this Ordinance.

(h) "Industrial Infrastructure Development Project" means a project undertaken within or for the Industrial District that consists of any or all of the activities authorized by Section 7-15-4288 of the Act.

(i) "Infrastructure" means the acquisition, construction, and improvement of streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and offstreet parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunication lines, rail lines, rail spurs, bridges, publicly owned buildings, any public improvements authorized by Montana Code Annotated, Title 7, (i) Parts 41 through 45 of Chapter 12, (ii) Parts 42 and 43 of Chapter 13, and (iii) Part 47 of Chapter 14, and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred.

(j) "Site Plan" means the City of Shelby, Port of Northern Montana, Energy Park Preliminary Site Master Plan, prepared by the engineering firm of Kadrmas Lee & Jackson, dated January 24, 2006.

(k) "Tax Increment" means the collections realized from extending the tax levies, expressed in mills, of all taxing bodies in which the Industrial District or a part thereof is located, against the Incremental Taxable Value.

Section 2. Purpose. The purpose of this Ordinance is to (i) create the Industrial District, (ii) encourage the growth and retention of secondary, value-adding industries in the City, and (iii) provide a financial mechanism for the installation and construction of Infrastructure necessary for industrial development in the Industrial District.

Section 3. Findings, Determinations, and Declarations. Based on the recommendations of City staff and consultants, the City Council, by this Ordinance, hereby makes the findings, determinations, and declarations set forth in (a) through (g) below:

(a) this Ordinance and the creation and establishment of the Industrial District, as proposed, will facilitate the development of the necessary Infrastructure to support industrial growth within the Industrial District:

(i) According to Chapter V of the Growth Policy, the City has a relatively small amount of land in industrial use, due to a lack of manufacturing and secondary industries in the City. The Growth Policy concludes that a sound industrial base should be developed to stabilize the City's economic and physical growth; and

(ii) Chapter XIV of the Growth Policy identifies the approximate area of the Industrial District as an area for future industrial development; and

(iii) The Site Plan specifically provides for the development of an industrial energy park to serve businesses located within the Industrial District. The Site Plan proposes the extension of 13th Street South and Front Street into the Industrial District, as well as the construction of (A) three railroad spurs, (B) an 18-inch watermain, (C) an 8-inch gravity sewer line, (D) storm water improvements, and (E) electrical line relocation; and

(b) the Industrial District consists of a continuous area with an accurately described boundary, as shown on Exhibit A hereto;

(c) the Industrial District is zoned for light or heavy industrial use in accordance with the City's master planning documents;

(d) the Industrial District does not include any property located within an existing urban renewal area district created pursuant to the Act;

(e) the land in the Industrial District is currently deficient in Infrastructure necessary for industrial development:

(i) According to the Capital Plan, a new watermain is needed to provide water to the area within the proposed Industrial District and the fairgrounds area;

(ii) The Capital Plan and the Growth Policy anticipate an expansive wastewater project to reduce the amount of inflow and infiltration occurring in the City's sewer mains, the placement of an interceptor sewer to serve the area within the proposed Industrial District, as well as further operation and maintenance of the City's wastewater treatment ponds, which are located within the boundaries of the proposed Industrial District;

(iii) The Site Plan proposes a large Infrastructure project consisting of road extensions and improvements, the construction of a new access road, railroad connections and spurs, and facilities for drinking water, wastewater, storm water, and energy improvements; and

(f) the purpose of the Industrial District, as stated by this Ordinance, is the development of Infrastructure to encourage the growth and retention of secondary, value-adding industries in the City.

Section 4. Costs which may be paid by the City from Tax Increment. Any Tax Increment received by the City from the Industrial District may be used to pay any costs or obligations incurred for an Industrial Infrastructure Development Project (located in the Industrial District) including those costs listed in subparts (a) through (n) below.

The costs that may be paid with Tax Increment are:

- (a) land acquisition;
- (b) demolition and removal of structures;
- (c) relocation of occupants;
- (d) Infrastructure;
- (e) costs incurred in connection with the redevelopment activities allowed under Montana Code Annotated, Section 7-15-4233;
- (f) acquisition of Infrastructure-deficient areas or portions thereof;
- (g) administrative costs associated with the management of the Industrial District;
- (h) assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the City at its fair value;
- (i) compilation and analysis of pertinent information required to adequately determine the infrastructure needs of secondary, value-adding industries in the Industrial District;

(j) connection of property within the Industrial District to existing infrastructure outside the Industrial District;

(k) provision of direct assistance to secondary, value-adding industries to assist in meeting their infrastructure and land needs within the Industrial District;

(l) acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution;

(m) pursuant to Section 7-15-4290 of the Act, for the payment of the principal of, premium, if any, and interest on revenue bonds issued for Industrial Infrastructure Development Projects, general obligation bonds, revenue bonds, or special assessment bonds issued to pay Industrial District costs described in Section 7-15-4288 of the Act, including (i) the items listed in (a) through (m) above or (ii) any other costs otherwise authorized to be paid under the terms of the Act.

Section 4. Boundaries. The boundaries of the Industrial District are (i) shown on the map attached hereto as Exhibit A, and (ii) legally described in Exhibit B attached hereto.

Section 5. Base Year. For the purpose of calculating the Incremental Taxable Value each year for the life of the Industrial District, the Base Taxable Value shall be calculated as the taxable value of all property within the district as of January 1, 2008.

Section 6. Term of the Industrial District. The Industrial District will terminate upon the later of:

(a) the fifteenth (15th) year following the creation of the Industrial District; or

(b) the payment or provision for payment in full or discharge of all bonds (including special assessment bonds) for which Tax Increment has been pledged, and the interest thereon.

After termination of the tax increment financing provision contained in this Ordinance, all taxes shall be levied upon the actual taxable value of the taxable property located within the Industrial District and shall be paid into the respective funds of the taxing bodies levying taxes within the Industrial District.

Section 7. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final adoption by the City Council.

Section 8. Conflict with other Ordinances and Resolutions. All parts of Ordinances and Resolutions in conflict with this Ordinance are hereby repealed.

ADOPTED by the City Council of the City of Shelby, Montana, as of the 17th day of November, 2008.

LARRY J. BONDERUD, MAYOR

ATTEST:

TERI RUFF, CITY FINANCE OFFICER

I, Teri Ruff, City Finance Officer for the City of Shelby, Montana, hereby certify that the above Ordinance was posted on November 17, 2008 on the public bulletin boards located at: (1) the Shelby City Hall, (2) the Toole County Courthouse, and (3) Lobby of Public Safety Facility.

Teri Ruff, City Finance Officer

1st Reading: November 3, 2008
2nd Reading: November 17, 2008
Public Hearing: November 17, 2008

EXHIBIT A TO ORDINANCE NO. 792
MAP OF THE INDUSTRIAL DISTRICT

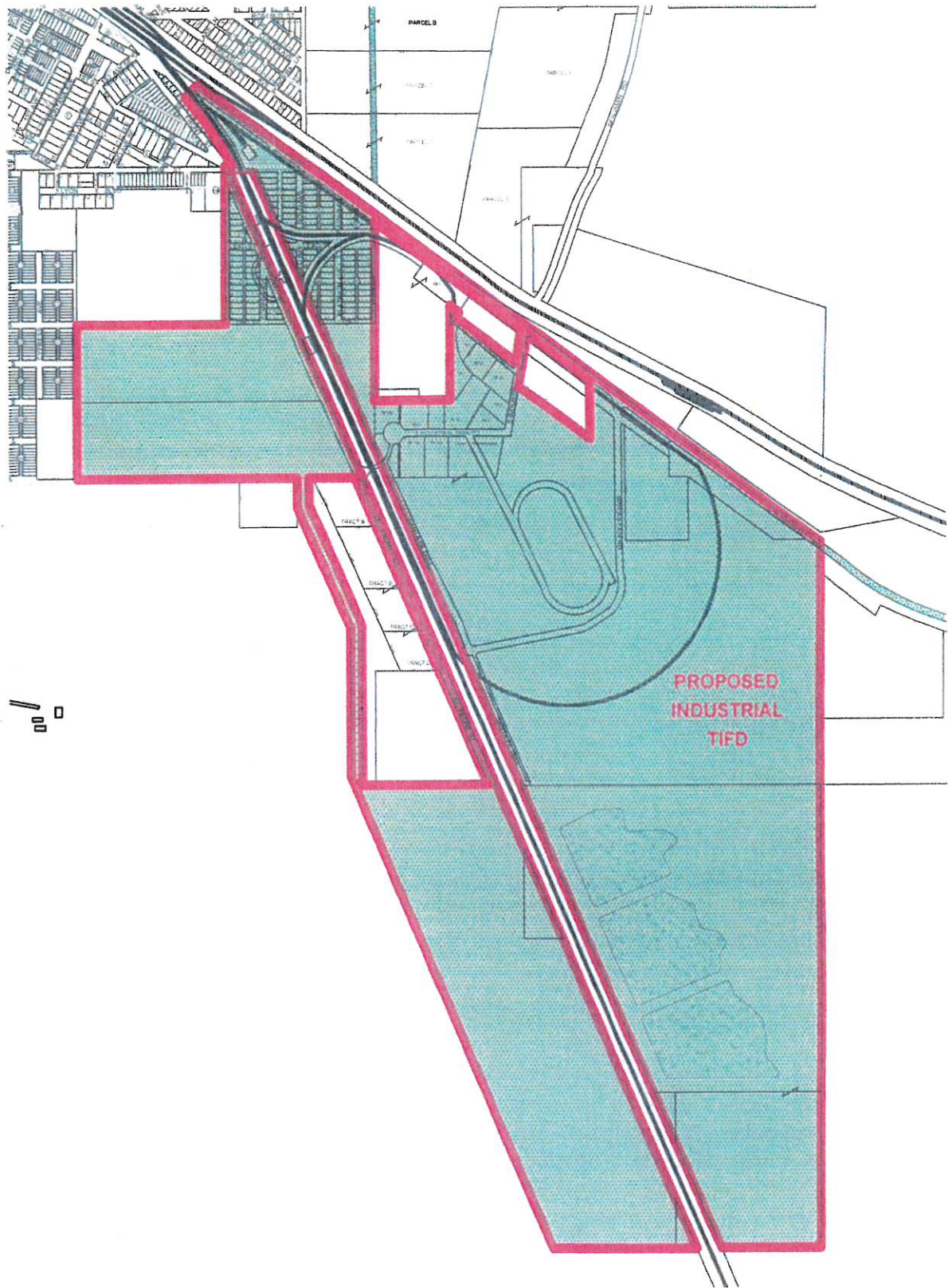


EXHIBIT B TO ORDINANCE NO. 792
LEGAL DESCRIPTION OF INDUSTRIAL DISTRICT AREA

TIFD DESCRIPTION

BEGINNING AT THE SOUTH EAST CORNER OF LOT 1, BLOCK 1, BOUTELL'S FIRST ADDITION									
TO THE CITY OF SHELBY; THENCE N 89°20'25" W 58.63 FEET; THENCE S 00°01'02" E 1355.9 FEET;									
THENCE N 89°58'30" W 1323.1 FEET; THENCE S 00°01'02" E 1320 FEET; THENCE N 89°58'30" E 1952.64									
FEET; THENCE S 00°02'07" W 251 FEET; THENCE S 23°48'38" E 1134.76 FEET; THENCE S 00° 03'21" E									
1279.52 FEET; THENCE S 23°49'03" E 4410.21 FEET; THENCE S 89°56'25" E 1280.76 FEET; THENCE									
N 23°03'29" W 10,100.4 FEET; THENCE N 89°39'48" E 214.08 FEET; THENCE S 24°06'26" E 10,100.3									
FEET; THENCE N 89°58'30" E 889.9 FEET; THENCE N 00°17'22" E 6040.29 FEET; THENCE N 54°38'51" W									
6606.53 FEET; THENCE N 54°49'44" W 1180.56 FEET; THENCE S 39°54'55" W 150.24 FEET; THENCE									
S 39°58' 00" E 50.08 FEET; THENCE S 39°55' 41" E 76.89 FEET; THENCE S 38°03'06" E 155.14 FEET;									
THENCE S 33°39'33" E 299.99 FEET; THENCE S 28°05'41" E 119.32 FEET; THENCE S 89°20'25" W 58.63									
FEET TO THE POINT OF BEGINNING									
CONTAINING 717.61 ACRES +/-									