

AGENDA
CITY COUNCIL MEETING
CITY OF SHELBY
March 3, 2025
6:30 P.M.

ROLL CALL OF MEMBERS

PLEDGE OF ALLEGIANCE

POLICY ON CONDUCT AND MANNER OF ADDRESSING COUNCIL

OPEN PUBLIC HEARING

- Show Cause Hearing re: Dangerous Building, 744 Roosevelt Hwy (pgs. 5-17)

APPROVAL OF MINUTES

- Regular Council Meeting, 2/18/25 (pgs. 18-19)

APPEARANCE REQUESTS

- Agenda Items
- Non-Agenda Items

CLAIMS REPORT 2/28/2025 (pgs. 20-34)

COMMITTEE REPORTS

- Minutes of Park & Rec Committee Meeting, 2/24/25 (pg. 35)

CLOSE PUBLIC HEARING

CITY FINANCE OFFICER

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CITY ATTORNEY

- Roxy Lease (pgs. 36-50)

CITY SUPERINTENDENT

OTHER MATTERS

-
-

ADJOURN

CITY OF SHELBY MEETING SCHEDULE

March 3, 2025

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

March 10, 2025

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

March 17, 2025

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

March 31, 2025

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

City Council Packet Listing

- A. Agenda
- B. Agenda Items
 - 1. Show Cause Hearing re: Dangerous Building, 744 Roosevelt Hwy
 - 2. Minutes of Regular Council Meeting, 2/18/25
 - 3. Claims Report, February 2025
 - 4. Minutes of Park & Rec Committee Meeting, 2/24/25
 - 5. Roxy Lease
- C. Correspondence
 - 1.
 - 2.
- D. Reports
 - 1.
- E. Handouts
 - 1.

Policy on Conduct and Manner of Addressing Council

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

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

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

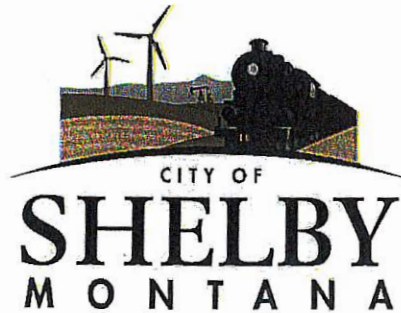
CITY OF SHELBY

112 First Street South

Shelby, MT 59474

Telephone: (406) 434-5222

FAX: (406) 434-2039



Mayor: Gary McDermott

Council: Sanna Clark, Joe Flesch, Pat Frydenlund, Lyle Kimmet, Bill Moritz, Jayce Yarn

Animal Control: Anthony Botts

Attorney: Logan Fehler

Finance Officer: Jade Goroski

Judge: Donna Whitt

Superintendent: Eric Kary

TO: Lawrence James, Owner of the Glacier Motel

FROM: Logan Fehler, Attorney for the City of Shelby

February 24, 2025,

This is written notice that the Shelby City Council will be holding a show cause hearing regarding the Glacier Motel (744 W Roosevelt Hwy, Shelby, MT) on March 3, 2025, at 6:30 pm. The hearing will be held in the Council chambers at the Shelby City Hall located at 112 1st St S, Shelby, MT. The hearing will be open to the public and any interested person may speak at the hearing on behalf of the Glacier Motel. The hearing is being held in regards to an order to vacate the Glacier Motel for violation of the City of Shelby's "Dangerous Buildings" ordinances.

Sincerely,

A handwritten signature in black ink, appearing to be "Logan Fehler", written in a cursive style.

Logan Fehler

Attorney for the City of Shelby

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TO: Manager, Glacier Motel

FROM: Logan Fehler, Attorney for the City of Shelby

February 24, 2025,

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Sincerely,

A handwritten signature in black ink, appearing to be "Logan Fehler", written in a cursive style.

Logan Fehler

Attorney for the City of Shelby

10-5-1: DEFINITION:

All buildings or structures which have any or all of the following defects shall be deemed "dangerous buildings":

A. **Plumb Line:** Those whose interior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle one-third ($\frac{1}{3}$) of its base;

B. **Damage Or Deterioration Of Supporting Members:** Those which, exclusive of the foundation, show thirty three percent (33%) or more of damage or deterioration of the supporting member or members, or fifty percent (50%) of damage or deterioration of the nonsupporting enclosing or outside walls or covering;

C. **Improperly Distributed Loads:** Those which have improperly distributed loads upon the floor or roof or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used;

D. **Damage By Fire, Wind Or Other Causes:** Those which have been damaged by fire, wind or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city;

E. **Dilapidated, Decayed, Unsafe, Or Unsanitary:** Those which have become or are so dilapidated, decayed, unsafe, unsanitary, or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein;

F. **Inadequate Light, Air And Sanitation Facilities:** Those having light, air and sanitation facilities which are inadequate to protect the health, morals, safety or general welfare of human beings who may live therein; (1975 Code § 15.28.010)

G. **Inadequate Egress:** Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes or other means of escape; (1975 Code § 15.28.010; amd. 2008 Code)

H. **Attached Parts That May Fall:** Those which have parts thereof which are so attached that they may fall and injure members of the public or property;

I. **Dangerous:** Those which, because of their condition, are unsafe, unsanitary or dangerous to the health, morals, safety or general welfare of the people of this city;

J. **In Violation Of Building Code:** Those buildings existing in violation of any provision of the building code of the city, or any provision of the fire prevention code, or other ordinances of this city. (1975 Code § 15.28.010)

10-5-2: STANDARDS FOR REPAIR, VACATION OR DEMOLITION:

The following standards shall be followed in substance by the building inspector in ordering repair, vacation or demolition:

A. **Repaired:** If the dangerous building can reasonably be repaired so that it will no longer exist in violation of the terms of this chapter, it shall be ordered repaired.

B. **Vacated:** If the dangerous building is in such condition as to make it dangerous to the health, morals, safety or general welfare of its occupants, it shall be ordered to be vacated.

C. **Demolished:** In any case where a dangerous building is fifty percent (50%) damaged or decayed, or deteriorated from its original value or structure, it shall be demolished, and in all cases where a building cannot be repaired so that it will no longer exist in violation of the terms of this chapter, it shall be demolished. In all cases where a dangerous building is a fire hazard existing or

erected in violation of the terms of this chapter or any ordinance of this city or statute of the state, it shall be demolished. (1975 Code § 15.28.020)

10-5-3: NUISANCES:

All dangerous buildings within the terms of section 10-5-1 of this chapter are declared to be public nuisances and shall be repaired, vacated or demolished as hereinbefore and hereinafter provided. (1975 Code § 15.28.030)

CITY OF SHELBY

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Animal Control: Anthony Botts

Attorney: Logan Fehler

Finance Officer: Jade Goroski

Judge: Donna Whitt

Superintendent: Eric Kary

TO: Manager, Glacier Motel

FROM: Keith Thaut, Building Inspector for the City of Shelby

February 11, 2025,

This serves as notice that the Glacier Motel property located at 744 W Roosevelt Highway in Shelby, Montana, has been found to be a Dangerous Building as defined in § 10-5-1(E) of the Shelby City Code. The Glacier Motel has been deemed a Dangerous Building on the basis that the building does not have running water, which makes it unsanitary and unsafe for people to reside there. All outstanding balances and fees on the Glacier Motel's water account with the City of Shelby must be paid in full before the building may be reconnected with water service.

The Glacier Motel must be reconnected with water service by February 18, 2025, at the latest, or else all current occupants on the premises of the Glacier Motel must vacate the premises by that date.

Sincerely,

A handwritten signature in cursive script that reads "Keith Thaut".

Keith Thaut

Building Inspector for the City of Shelby

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TO: Lawrence James, Owner of the Glacier Motel

FROM: Keith Thaut, Building Inspector for the City of Shelby

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Sincerely,

Keith Thaut

Building Inspector for the City of Shelby

DATE 10/15/2024

WATER LEAK REPORT

LOCATION: 744 West Roosevelt
(street, avenue, intersection, house number)

LEAK NO.: _____

TIME REPORTED: (17:05)(October)(13)(2024)
(time) (month) (date) (year)

BY: _____
(pager, phone, personal)

REPORTED BY: Toole County Sheriff's Office

ADDRESS: 235 Deer Lodge Ave.

REPORT RECEIVED BY: Alex Stratton

DISPOSITION On Call

LEAK SHUT OFF: _____
(time and date) SERVICE RESUMED: _____
(time and date)

LINE HISTORY: _____
(size) (type) (depth of bury) (date laid) (condition of pipe)

LOCATION OF LINE: _____
(ft.-in.) (n-s-e-w) of _____
(curb, property line, etc.)

LOCATION OF LEAK _____
(ft.-in.) (n-s-e-w) of _____
(hydrant, gate valve, etc.)

TYPE OF LEAK: SPLIT _____ BEAM BREAK _____ COLLAR _____ ELECTROLYSIS _____ VALVE _____
BAND _____ SADDLE _____ CORPORATION _____ HYDRANT _____ SERVICE _____

PROXIMITY OF OTHER UTILITIES: _____

PROPERTY DAMAGE NOTED: _____

MATERIAL USED: _____

EQUIPMENT USED: _____ COST \$ _____

NAMES OF CREW: _____ COST \$ _____

MANHOURS: STRAIGHT TIME _____ COST \$ _____
OVER TIME _____ COST \$ _____

TOTAL COST \$ _____

REMARKS: Got called out for a water leak in the building of the glacier motel. I got there and the leak was before the meter on the ball valve itself.
REPORT BY: Alex Stratton
(use other side for additional remarks)

So I attempted to find the curbstop and covenant, so I called Terry and he said he ~~previously~~ looked and couldn't find it. I also learned that they had their water shut off and was told to call city hall when or if it was going to be back on. Yet they had reinstalled their meter without notice or approval.

CITY OF SHELBY

WATER AND/OR GARBAGE WORK ORDER

Billing Code 3 May
Work Order No. 29511

Date 5/10/23 Account No. 109167.0
Time 11:10 am Route-Meter No. 30-100
Requested by Vicky Call taken by lys

Property Location 744 W. Roosevelt Hwy
New Owner's Name PmJB Real Estate LLC % Lawrence James
Mailing Address PO Box 348385
Street or PO Box
Sacramento, CA
City State Zip Code
Phone # _____ E-mail _____

Former Owner's Name _____
Former Renter's Name _____
Mail Final Bill to _____

ALL WORK ORDERS MUST BE REQUESTED

BY THE OWNER, NOT THE RENTER.

WATER WORK ORDER

☒ Turn on

☐ Final Reading-leave on

☒ Final Reading-shut off

☐ Nonpayment-shut off

☐ Repairs (leak) shut off

☐ Change Out

☐ Other

Landfill Fee

☐ 1 yd

☐ 4 yd

☐ 1 yd

☐ 4 yd

18,930
gallons

ER

METER SET

METER REMOVED

No.

No.

No.

Make

Make

Ma

Size

Size

Size

Size

Reading

Reading

Reading

Reading 138456

Comments

Jerry pulled meter 5/10/23.

Date Completed

5-10-23

By

lys

Recorded in Meter Book

By

Updated on Computer

5/10/23

By

8C

Shelby, City Of

Complete Readings Details

Cycle/Route	Account Name	Account Number	Address	MIU ID	Meter Number	Meter Size	Reading	Last Reading Date/Time
SHEL-CITY-0001-0000000025	MEHTA, RAJESH	107070.0000	000230 10TH AVE N	1586746296	1586746296	.625	00734930	05/10/2023
SHEL-CITY-0001-0000000030	PMJB REAL ESTATE LLC	109167.0000	000744 W ROOSEVELT HWY	1550936996	1550936996	.625	13845643	05/10/2023

Report Date: 05/10/2023

Report Date Range: 10/08/2024 to 10/14/2024

Generated On: 10/15/2024 09:25

Shelby, City Of
Active Route Status (Complete)

Order Status	Cycle/Route	Read Seq	Account Name	Account Number	Address	MIU ID	Meter Number	Meter Size	Last Reading	Last Reading Date/Time	Days Since Read	Last Valid Reading	Last Valid Reading Date/Time
Complete	SHEL-CITY-0001-0000000022	220000	BRACKEN, MIKE	109170.5000	000008 HOMESTEAD DR FIEL LN	1850694434	1850694434	.625	02412725	10/15/2024 09:12:29	0		
Complete	SHEL-CITY-0001-0000000022	220000	WEISHAAR, JARED & BROOK	109238.1000	000925 EAGLE DR LAWN METER	1834241007	1834241007	1	14618560	10/15/2024 09:19:23	0		
Complete	SHEL-CITY-0001-0000000022	220000	MYDEAND, DAVE	109175.2100	001426 SE FRONT ST LAWN ME	1542163414	1542163414	1	12976406	10/15/2024 09:19:16	0		
Complete	SHEL-CITY-0001-0000000030	300001	PMJB REAL ESTATE LLC	109167.0000	000744 W ROOSEVELT HWY	1550936996	1550936996	.625	14034938	10/15/2024 09:22:49	0		

Report Date: 10/15/2024

Page 1 of 1

Glacier Motel:

On the 13th of October the On-Call person was dispatched out to the glacier motel property for a reported water leak. Upon arriving he noticed the valve before the meter was leaking, and it appeared someone had reinstalled the meter without the city's approval. The meter was removed for non-payment on a past water bill, and the property owner was told previously, it would not be turned back on until the past bill was paid in full. It appears they ignored the city's decision and attempted to reinstall the meter. When the leak began, they had someone come in and "pinch" over the copper supply line to slow the leak. We had a report the following week of water traveling down the street gutter line at the property, so we followed up with the call. Upon inspection, we found the pipe that was "bent over" to stop the leak was still leaking under the building. We put our city "pipe pincher" on it to stop the leak for the time being. Since then, the city had gone over there on a few occasions, to try and locate the curb stop. This would allow us to turn the water to the building off, as it was still leaking under the crawl space. On October 24th, while over there, we were approached by a person claiming to be the property manager, and she gave me her name (Sherry) and number on card to contact her if needed as well as a name of a person she claimed was a plumber helping them (Hooter). I asked if they currently had water on the property in the rooms, and she stated "No we do not. We take buckets of water to the rooms". We have since found the curb stop, and turned it off to stop the leak below the building. We also removed the meter from the premises so it would not be reinstalled without our consent or knowledge. Currently there is no water supply to any of the rooms at Glacier motel property, and it appears that some of the rooms are being stayed in for long lengths of time, judging by the vehicles that are consistently parked out front of the property rooms.

Eric Kary



City Superintendent

11/12/2024

CITY OF SHELBY**Printed: 02/24/2025****Due: 03/20/2025****Account: 109167.00-00****Web ID:****1356****Customer Name: PMJB REAL ESTATE LLC****Service Address: 744 W ROOSEVELT HWY**

Service	Charges	Past-Due	Balance
----------------	----------------	-----------------	----------------

WATER	0.00	1415.34	1415.34
SEWER	0.00	2154.71	2154.71
GARB COLLECTION	0.00	114.82	114.82
LANDFILL	0.00	136.69	136.69
STORM WATER	0.00	2112.96	2112.96
LATE FEE	0.00	30.00	30.00

Totals:	0.00	5964.52	5964.52
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>>>> PLEASE PAY \$ 5964.52 <<<<

PMJB REAL ESTATE LLC
LAWRENCE JAMES
1004 N 34TH AVE APT 10
YAKIMA WA 98902-1069

Web ID:**1356**

**MINUTES OF REGULAR COUNCIL MEETING OF THE SHELBY CITY COUNCIL
HELD IN COUNCIL CHAMBERS
February 18, 2025**

Mayor McDermott called the meeting to order at 6:30 p.m.
Present were: Sanna Clark, Lyle Kimmet, Joe Flesch, and Bill Moritz, Council Members; Jade Goroski, Finance Officer; Eric Kary, City Superintendent; Logan Fehler, City Attorney. Absent & Excused: Patrick Frydenlund & Jayce Yarn.

Other citizens present: Tom Root & Tyler Foss.

PLEDGE OF ALLEGIANCE

POLICY ON CONDUCT AND MANNER OF ADDRESSING COUNCIL

APPROVAL OF MINUTES

- Regular Council Meeting, 2/3/2025
KIMMET MADE A MOTION TO APPROVE THE 2/3/2025 MINUTES.
SECONDED BY FLESC. VOTE AYES - FLESC, MORITZ, KIMMET,
CLARK. NOES - NONE. ABSENT - FRYDENLUND, YARN.

APPEARANCE REQUESTS

- AGENDA ITEMS -
- NON-AGENDA ITEMS - Tom Root re: A1 Towing.

COMMITTEE REPORTS

- Law Enforcement - Tyler Foss
- Planning Board Minutes, 2/10/2025

CITY FINANCE OFFICER

1. City Judge's Report, 1/31/2025
2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, 1/31/2025
CLARK MADE A MOTION TO APPROVE THE REPORTS. SECONDED BY MORITZ. VOTE AYES - FLESC, MORITZ, KIMMET, CLARK. NOES - NONE. ABSENT - FRYDENLUND, YARN.
3. Wellfield Maintenance
KIMMET MADE A MOTION TO APPROVE THE \$48,400 ESTIMATE. SECONDED BY MORTIZ. VOTE AYES - FLESC, MORITZ, KIMMET, CLARK. NOES - NONE. ABSENT - FRYDENLUND, YARN.

CITY ATTORNEY

CITY SUPERINTENDENT

Eric provided an update on the public works department.

OTHER MATTERS

ADJOURN

AT 7:20 P.M., FLESCH MADE A MOTION TO ADJOURN THE MEETING.
SECONDED BY KIMMET. VOTE AYES - FLESCH, MORITZ, KIMMET, CLARK.
NOES - NONE. ABSENT - FRYDENLUND, YARN.

Gary McDermott, Mayor

ATTEST:

Jade Goroski, Finance Officer

02/27/25

14:46:46

CITY OF SHELBY

Claim Details

For the Accounting Period: 2/25

Page: 1 of 15

Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
240573	00343 ENERGY LABORATORIES INC		454.00					
1	688199 02/05/25 Lagoon Effluent Ecoli/BOD/TSS		227.00		35166	5310 430600	300	101000
2	687537 01/30/25 Lagoon Effluent Ecoli/BOD/TSS		227.00		35166	5310 430600	300	101000
240574	00400 UTILITIES UNDERGROUND LOCATION		14.00					
1	5015109 01/31/25 8 Locates for 1/25		14.00*		35168	5210 430500	300	101000
240575	310288 00144 POSTMASTER		447.38					
1	02/25/25 2/25 UB Postage		149.12			5210 430570	310	101000
2	02/25/25 2/25 UB Postage		149.13			5310 430670	310	101000
3	02/25/25 2/52 UB Postage		149.13			5410 430870	310	101000
240576	310258 00043 SHELBY GAS ASSOCIATION		7,757.15					
1	02/10/25 2/25 Gas Bill		145.00			1000 411200	343	101000
2	02/10/25 2/25 Gas Bill		775.45			1000 420400	343	101000
3	02/10/25 2/25 Gas Bill		775.45			1000 420401	343	101000
4	02/10/25 2/25 Gas Bill		1,052.80			1000 460445	343	101000
5	02/10/25 2/25 Gas Bill		544.50			1000 460442	343	101000
6	02/10/25 2/25 Gas Bill		316.70			5410 430840	343	101000
7	02/10/25 2/25 Gas Bill		400.18			1000 430200	343	101000
8	02/10/25 2/25 Gas Bill		400.18			5210 430500	343	101000
9	02/10/25 2/25 Gas Bill		400.18			5310 430600	343	101000
10	02/10/25 2/25 Gas Bill		400.16			5410 430830	343	101000
11	02/10/25 2/25 Gas Bill		103.83			1000 411202	343	101000
12	02/10/25 2/25 Gas Bill		103.83			5210 430520	343	101000
13	02/10/25 2/25 Gas Bill		103.83			5310 430620	343	101000
14	02/10/25 2/25 Gas Bill		103.81			5410 430820	343	101000
15	02/10/25 2/25 Gas Bill		116.10			5210 430500	343	101000
16	02/10/25 2/25 Gas Bill		1,347.40			1000 460465	343	101000
17	02/10/25 2/25 Gas Bill		667.75*			7030 470000	200	101000
240577	01851 CT CLEANING		300.00					
1	02/18/25 2/25 Janitorial Service		75.00			1000 411202	390	101000
2	02/18/25 2/25 Janitorial Service		75.00			5210 430520	390	101000
3	02/18/25 2/25 Janitorial Service		75.00			5310 430620	390	101000
4	02/18/25 2/25 Janitorial Service		75.00			5410 430820	390	101000
240578	02368 OPTUM FINANCIAL INC		4.25					
1	1708657 02/13/25 HSA Service Fee		1.06			1000 410550	300	101000
2	1708657 02/13/25 HSA Service Fee		1.06			5210 430570	300	101000
3	1708657 02/13/25 HSA Service Fee		1.06			5310 430670	300	101000
4	1708657 02/13/25 HSA Service Fee		1.07			5410 430870	300	101000

02/27/25
14:46:46

CITY OF SHELBY
Claim Details
For the Accounting Period: 2/25

Page: 2 of 15
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
240579	01862 MOUNTAIN ALARM		143.34					
1	5800998 02/01/25 2/25 Fire Alarm Monitoring		58.32			1000 420401	300	101000
2	5795445 02/01/25 access control software		85.02			5410 430840	300	101000
240580	02563 DPHHS-LABORATORY		25.00					
1	53871 01/31/25 NCMRWA Water Samples		25.00*			5210 430500	300	101000
240581	00048 TOOLE COUNTY CLERK & RECORDER		56,326.14					
1	02/01/25 City Judge/Sec Wages		3,343.08			1000 410360	100	101000
2	02/01/25 City Judge/Sec Medicare		47.90*			1000 410360	142	101000
3	02/01/25 City Judge/Sec SS		204.82			1000 410360	141	101000
4	02/01/25 City Judge/Sec Unemploy Ins		4.98			1000 410360	145	101000
5	02/01/25 City Judge/Sec Workers Comp		13.89			1000 410360	146	101000
6	02/01/25 City Judge/Sec PERS		180.74			1000 410360	143	101000
7	02/01/25 City Judge Health Insurance		504.25			1000 410360	147	101000
8	02/01/25 City Judge Supplies		6.00			1000 410360	200	101000
9	02/01/25 City Judge Phone		20.48			1000 410360	344	101000
11	02/01/25 Law Enforcement		37,270.00			1000 420000	300	101000
12	02/01/25 Law Enforcement		4,910.00			5210 420100	300	101000
13	02/01/25 Law Enforcement		4,910.00			5310 420100	300	101000
14	02/01/25 Law Enforcement		4,910.00			5410 420100	300	101000
240582	310265 00026 MARIAS RIVER ELECTRIC COOP INC		15,687.48					
1	02/10/25 2/25 Electric Bill		125.85			1000 411200	342	101000
2	02/10/25 2/25 Electric Bill		333.93			1000 420400	342	101000
3	02/10/25 2/25 Electric Bill		333.92			1000 420401	342	101000
4	02/10/25 2/25 Electric Bill		57.36			1000 411202	342	101000
5	02/10/25 2/25 Electric Bill		57.36			5210 430520	342	101000
6	02/10/25 2/25 Electric Bill		57.36			5310 430620	342	101000
7	02/10/25 2/25 Electric Bill		57.36			5410 430820	342	101000
8	02/10/25 2/25 Electric Bill		183.71*			1000 430200	342	101000
9	02/10/25 2/25 Electric Bill		183.71			5210 430500	342	101000
10	02/10/25 2/25 Electric Bill		183.71			5310 430600	342	101000
11	02/10/25 2/25 Electric Bill		183.69			5410 430830	342	101000
12	02/10/25 2/25 Electric Bill		147.26			1000 440600	342	101000
13	02/10/25 2/25 Electric Bill		381.60*			1000 460430	342	101000
14	02/10/25 2/25 Electric Bill		514.95			1000 460465	342	101000
15	02/10/25 2/25 Electric Bill		92.51			1000 460439	342	101000
16	02/10/25 2/25 Electric Bill		1,043.44			1000 460442	342	101000
17	02/10/25 2/25 Electric Bill		75.35			1000 460445	342	101000
18	02/10/25 2/25 Electric Bill		4,153.98			2400 430263	342	101000
19	02/10/25 2/25 Electric Bill		5,473.33			5210 430500	342	101000
20	02/10/25 2/25 Electric Bill		1,257.01			5310 430600	342	101000
21	02/10/25 2/25 Electric Bill		500.60			5410 430840	342	101000

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22	02/10/25 2/25 Electric Bill		56.43*			1000 460430	342	101000
23	02/10/25 2/25 Electric Bill		66.65			1000 470270	300	101000
24	02/10/25 2/25 Electric Bill		166.41*			7030 470000	200	101000
240583	01388 3 RIVERS COMMUNICATIONS INC		749.19					
1	02/01/25 2/25 Phone Bill		20.66*			1000 420500	344	101000
2	02/01/25 2/25 Phone Bill		39.40			1000 410550	344	101000
3	02/01/25 2/25 Phone Bill		39.39			5210 430570	344	101000
4	02/01/25 2/25 Phone Bill		39.40			5310 430670	344	101000
5	02/01/25 2/25 Phone Bill		39.40			5410 430870	344	101000
6	02/01/25 2/25 Phone Bill		18.02*			1000 430200	344	101000
7	02/01/25 2/25 Phone Bill		18.02			5210 430500	344	101000
8	02/01/25 2/25 Phone Bill		18.02			5310 430600	344	101000
9	02/01/25 2/25 Phone Bill		18.03			5410 430830	344	101000
10	02/01/25 2/25 Phone Bill		177.67			1000 460442	344	101000
11	02/01/25 2/25 Phone Bill		71.46			1000 420400	344	101000
12	02/01/25 2/25 Phone Bill		71.45			1000 420401	344	101000
13	02/01/25 2/25 Phone Bill		6.95			1000 410200	344	101000
14	02/01/25 2/25 Phone Bill		6.95			5210 430512	344	101000
15	02/01/25 2/25 Phone Bill		6.95			5310 430612	344	101000
16	02/01/25 2/25 Phone Bill		6.95			5410 430812	344	101000
18	02/01/25 2/25 Phone Bill		85.58			5310 430600	344	101000
19	02/01/25 2/25 Phone Bill		32.44			5210 430500	344	101000
20	02/01/25 2/25 Phone Bill		32.45			5210 430500	344	101000
240584	00309 PREFERRED OFFICE EQUIPMENT		509.11					
1	53240 02/03/25 2/25 Maintenance/Copies		65.43*			1000 411050	300	101000
2	53240 02/03/25 2/25 Maintenance/Copies		65.43			1000 410550	300	101000
3	53240 02/03/25 2/25 Maintenance/Copies		65.43			5210 430570	300	101000
4	53240 02/03/25 2/25 Maintenance/Copies		65.43			5310 430670	300	101000
5	53240 02/03/25 2/25 Maintenance/Copies		65.43			5410 430870	300	101000
6	53489 02/17/25 2/25 Maintenance/Copies Shop		11.91*			1000 430200	300	101000
7	53489 02/17/25 2/25 Maintenance/Copies Shop		11.91*			5210 430500	300	101000
8	53489 02/17/25 2/25 Maintenance/Copies Shop		11.91			5310 430600	300	101000
9	53489 02/17/25 2/25 Maintenance/Copies Shop		11.91			5410 430840	300	101000
10	53489 02/17/25 2/25 Maintenance/Copies Shop		11.91*			1000 420500	300	101000
11	53241 02/03/25 2/25 Maintenance/Copies CC		29.40			1000 460442	300	101000
12	53453 02/17/25 2/25 Maintenance/Copies		18.60*			1000 411050	300	101000
13	53453 02/17/25 2/25 Maintenance/Copies		18.60			1000 410550	300	101000
14	53453 02/17/25 2/25 Maintenance/Copies		18.60			5210 430570	300	101000
15	53453 02/17/25 2/25 Maintenance/Copies		18.60			5310 430670	300	101000
16	53453 02/17/25 2/25 Maintenance/Copies		18.61			5410 430870	300	101000

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240585	E 00111 FIRST STATE BANK		55.00					
1	02/28/25 FSB Billing ACH Origination		18.33			5210 430570	300	101000
2	02/28/25 FSB Billing ACH Origination		18.33			5310 430670	300	101000
3	02/28/25 FSB Billing ACH Origination		18.34			5410 430870	300	101000
240586	02517 VALLI INFORMATION SYSTEMS INC		45.50					
1	98762 01/31/25 Express Pay Online Monthly Fee		15.00			5210 430570	300	101000
2	98762 01/31/25 Express Pay Online Monthly Fee		15.00			5310 430670	300	101000
3	98762 01/31/25 Express Pay Online Monthly Fee		15.00			5410 430870	300	101000
4	98762 01/31/25 IVR Fee		0.16			5210 430570	300	101000
5	98762 01/31/25 IVR Fee		0.17			5310 430670	300	101000
6	98762 01/31/25 IVR Fee		0.17			5410 430870	300	101000
240587	01137 AQUA TECH LABORATORY		125.00					
	PWSID# MT0000328							
1	41024 02/04/25 Monthly Coliform Water Testing		125.00*		35164	5210 430500	300	101000
240588	01137 AQUA TECH LABORATORY		25.00					
	PWSID# MT0000200							
1	41025 02/04/25 DWI Monthly Water Test		25.00*		35164	5210 430500	300	101000
240589	01137 AQUA TECH LABORATORY		25.00					
	PWSID# MT0004936							
1	41026 02/04/25 NCMRWA Monthly Water Test		25.00*		35164	5210 430500	300	101000
240590	31029S 02584 VISA		8,272.57					
	HSB floor scrubber approved by Mayor McDermott 1/27/25							
1	01/21/25 Roxy-neon signs		469.20*			7030 470000	200	101000
2	01/27/25 zoro-HSB floor scrubber		2,774.09*			1000 460465	200	101000
3	01/30/25 Roxy-popcorn supplies		179.29*			7030 470000	200	101000
4	01/30/25 Roxy-popcorn		161.12*			7030 470000	200	101000
5	01/29/25 CC lights		513.54			1000 460442	200	101000
6	02/03/25 USPS water samples		20.55*			5210 430500	300	101000
7	02/04/25 Fehler-MT state bar licensing		132.61			1000 411100	350	101000
8	02/04/25 Fehler-MT state bar licensing		132.61			5210 430513	350	101000
9	02/04/25 Fehler-MT state bar licensing		132.61			5310 430613	350	101000
10	02/04/25 Fehler-MT state bar licensing		132.61			5410 430813	350	101000
11	02/04/25 Fehler-MT state continuing ed		69.53*			1000 411100	370	101000
12	02/04/25 Fehler-MT state continuing ed		69.53*			5210 430513	370	101000
13	02/04/25 Fehler-MT state continuing ed		69.53*			5310 430613	370	101000
14	02/04/25 Fehler-MT state continuing ed		69.53*			5410 430813	370	101000
15	02/06/25 mobile charge		47.33			1000 440600	344	101000
16	02/06/25 mobile charge		77.22*			1000 430200	344	101000
17	02/06/25 mobile charge		77.22			5210 430500	344	101000

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18	02/06/25 mobile charge		77.22			5310 430600	344	101000
19	02/06/25 mobile charge		77.22*			5410 430840	344	101000
20	02/09/25 CC dish network		148.10			1000 460442	300	101000
21	02/11/25 614 granite house plans		1,525.75			7030 470000	900 2299	101000
22	02/12/25 Dell-Lori's computer		300.18			1000 410550	215	101000
23	02/12/25 Dell-Lori's computer		300.18			5210 430570	215	101000
24	02/12/25 Dell-Lori's computer		300.18			5310 430670	215	101000
25	02/12/25 Dell-Lori's computer		300.18			5410 430870	215	101000
26	02/13/25 Zoro-HSH buffing pads/cleaner		115.44*			1000 460465	200	101000
240591	-98060E 01486 USDA RURAL DEVELOPMENT		1,603.00					
1	02/05/25 Fire Hall Improvement Loan		855.08			1000 490527	610	101000
2	02/05/25 Fire Hall Improvement Loan Int		747.92*			1000 490527	620	101000
240592	31023S 02586 DIS TECHNOLOGIES		963.00					
1	15568 02/05/25 Monthly Managed Services		126.88			1000 410550	300	101000
2	15568 02/05/25 Monthly Managed Services		126.88			5210 430570	300	101000
3	15568 02/05/25 Monthly Managed Services		126.87			5310 430670	300	101000
4	15568 02/05/25 Monthly Managed Services		126.87			5410 430870	300	101000
5	15568 02/05/25 Monthly Managed Services		72.50*			1000 411050	300	101000
6	15568 02/05/25 Monthly Managed Services		72.50			1000 460442	300	101000
7	15568 02/05/25 Monthly Managed Services		54.37*			1000 430200	300	101000
8	15568 02/05/25 Monthly Managed Services		54.37*			5210 430500	300	101000
9	15568 02/05/25 Monthly Managed Services		54.38			5310 430600	300	101000
10	15568 02/05/25 Monthly Managed Services		54.38			5410 430830	300	101000
11	15568 02/05/25 Monthly Microsoft 365		18.60			1000 410550	300	101000
12	15568 02/05/25 Monthly Microsoft 365		18.60			5210 430570	300	101000
13	15568 02/05/25 Monthly Microsoft 365		18.60			5310 430670	300	101000
14	15568 02/05/25 Monthly Microsoft 365		18.60			5410 430870	300	101000
15	15568 02/05/25 Monthly Microsoft 365		18.60*			1000 411050	300	101000
240593	-98061E 02680 CONCESSIONS SUPPLY		420.33					
1	250186 02/04/25 Roxy-heated line, coconut oil,		420.33*			7030 470000	200	101000
240594	00534 IVERSON CONSTRUCTION & CONCRETE		4,965.00					
1	02/24/25 626 Granite materials & labor		4,965.00			7030 470000	900 2298	101000
240595	02335 CINTAS CORPORATION		212.57					
1	5252441803 02/04/25 RX cabinet restock		30.97			1000 410550	300	101000
2	5252441803 02/04/25 RX cabinet restock		30.97			5210 430570	300	101000
3	5252441803 02/04/25 RX cabinet restock		30.97			5310 430670	300	101000
4	5252441803 02/04/25 RX cabinet restock		30.98			5410 430870	300	101000
5	5243940411 12/11/24 restock med cabinet		22.17*		35175	1000 430200	300	101000
6	5243940411 12/11/24 restock med cabinet		22.17*		35175	5210 430500	300	101000
7	5243940411 12/11/24 restock med cabinet		22.17		35175	5310 430600	300	101000

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8	5243940411 12/11/24	restock med cabinet	22.17		35175	5410 430840	300	101000
240596	01677	STAPLES	376.02					
1	6023191455 01/31/25	tissue-bath	59.00		34771	1000 460442	200	101000
2	6023191456 01/31/25	facial flat	27.85		34772	1000 460442	200	101000
3	6023191457 01/31/25	betco cidebett spray foam	289.17		34773	1000 460442	200	101000
240597	31024S 02601	NORTHERN PLAINS ELECTRIC LLC	22,431.64					
	permit, materials and labor (journeyman and apprentice)							
1	1895 12/30/24	Roxy-electrical	22,431.64*			7030 470000	200	101000
240598	01470	RMR AGGREGATE	4,206.38					
1	4940 03/06/25	crushed base	4,206.38*			1000 430200	400	101000
240599	00043	SHELBY GAS ASSOCIATION	990.26					
	material, labor & backhoe							
1	2468 02/06/25	626 Granite Ave	990.26			7030 470000	900 2298	101000
240600	02639	BTI MONTANA	307.98					
1	CL35405 01/31/25	RFD fuel	307.98		34935	1000 420401	230	101000
240601	-98059E 02279	NORTH 40 OUTFITTERS	1,999.75					
1	408476/4 02/12/25	landfill screen paneling dep	1,999.75*			5410 430840	200	101000
240602	01700	ORKIN, INC	28.01					
1	274010651 02/01/25	CFD firehall service	28.01		34936	1000 420400	300	101000
240603	31027S 02631	LETS GO FLOOR IT	6,630.00					
	carpet removal, ramp rebuild, subfloor replacement, floor prep, tile & baseboard installation							
1	11 02/14/25	Roxy labor	6,630.00*			7030 470000	200	101000
240604	02586	DIS TECHNOLOGIES	1,180.00					
1	15760 02/12/25	3yr Sonicwall TZ270 Secure	295.00			1000 410550	300	101000
2	15760 02/12/25	3yr Sonicwall TZ270 Secure	295.00			5210 430570	300	101000
3	15760 02/12/25	3yr Sonicwall TZ270 Secure	295.00			5310 430670	300	101000
4	15760 02/12/25	3yr Sonicwall TZ270 Secure	295.00			5410 430870	300	101000
240605	00442	SHELBY AREA CHAMBER OF COMMERCE	560.00					
	approved at meeting 2/14/25							
1	02/18/25	TBID chamber banquet donation	560.00			7199 212500		101000

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240606	02068 VOICES OF MONTANA TOURISM approved at meeting 2/14/25		3,500.00					
1	02/14/25 TBID support		3,500.00			7199 460301	701	101000
240607	02551 TRIPLE TREE ENGINEERING INC engineer1 6hrs, srv 5 12.5hrs		1,635.00					
1	23-78-012 02/19/25 pnmh west track extension		1,635.00			2310 430000	900 2295	101000
240608	01345 AMERICAN LEGAL PUBLISHING		195.77					
1	40656 02/18/25 S11 supplement order 856		48.94			1000 410550	300	101000
2	40656 02/18/25 S11 supplement order 856		48.94*			5210 430520	300	101000
3	40656 02/18/25 S11 supplement order 856		48.94			5310 430670	300	101000
4	40656 02/18/25 S11 supplement order 856		48.95			5410 430870	300	101000
240609	02682 MCRAE THEATER EQUIPMENT install labor & travel		9,398.00					
1	15186 02/17/25 Roxy-projector/audio		9,398.00*			7030 470000	200	101000
240610	02684 AQUASOURCE DRILLING		74,940.05					
1	3665 01/31/25 well maintenance		74,940.05*			5210 430500	300	101000
240611	00117 QUILL CORPORATION install labor & travel		69.99					
1	42925720 02/19/25 Roxy-microwave		69.99*			7030 470000	200	101000
240612	02689 SHELBY LITTLE GUY WRESTLING approved at meeting 2/14/25		14,000.00					
1	02/14/25 TBID wrestling mat purchase		14,000.00			7199 460301	701	101000
240613	-98058E 02690 ZORO.COM		1,212.29					
1	02/19/25 Roxy countertop freezer		1,212.29*			7030 470000	200	101000
240614	02425 DRY FORK PLUMBING & HEATING INC above ground water lines, waste/vent/fixtures		8,500.00					
1	4308 02/18/25 626 Granite materials & labor		8,500.00			7030 470000	900 2298	101000
240615	02425 DRY FORK PLUMBING & HEATING INC above ground water lines, waste/vent/fixtures		8,500.00					
1	4309 02/18/25 634 Granite materials & labor		8,500.00			7030 470000	900 2291	101000

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240616	00653 GREAT WEST ENGINEERING		1,097.00					
	Preliminary Design							
1	35338 02/20/25 Wastewater PER		1,097.00			5310 430600	350	101000
240617	00653 GREAT WEST ENGINEERING		3,973.55					
	construction							
1	35339 02/20/25 Stormwater South Side		3,973.55			5720 430246	950 2288	101000
240618	00653 GREAT WEST ENGINEERING		10,039.41					
	verification/testing & aquifer yield analysis							
1	35340 02/20/25 wellfield investigation		8,547.00			5210 430501	950 2296	101000
2	35337 02/20/25 wellfield investigation		1,492.41			5210 430501	950 2296	101000
240619	01946 ALL SEASON HEATING & AIR		8,500.00					
	634 Granite Ave							
1	54674-2 02/25/25 furnace/ac/thermostat		8,500.00			7030 470000	900 2291	101000
240620	01946 ALL SEASON HEATING & AIR		8,500.00					
	626 Granite Ave							
1	54628-5 02/25/25 furnace/ac/thermostat		8,500.00			7030 470000	900 2298	101000
240621	02623 SHELBY PAINT & HARDWARE		1,524.34					
1	40119 02/11/25 sewage pump-prison		249.99		35182	5310 430600	200	101000
2	40145 02/11/25 3/4 hp pump UV wastewater		219.99		35182	5310 430600	200	101000
3	40151 02/11/25 1 1/2" adapter		1.69		35182	5310 430600	200	101000
4	40148 02/11/25 milkhouse heater		33.99*		35182	5410 430840	200	101000
5	39522 02/03/25 u bolts		29.94*		35182	5410 430840	200	101000
6	39253 01/30/25 clorox wipes		7.99*		35182	5410 430840	200	101000
7	41136 02/24/25 20v batteries		42.25		35182	1000 430200	200	101000
8	41136 02/24/25 20v batteries		42.25		35182	5210 430500	200	101000
9	41136 02/24/25 20v batteries		42.25		35182	5310 430600	200	101000
10	41136 02/24/25 20v batteries		42.25*		35182	5410 430830	200	101000
11	40308 02/13/25 AA batteries/spotlight		17.23		35182	1000 430200	200	101000
12	40308 02/13/25 AA batteries/spotlight		17.25		35182	5210 430500	200	101000
13	40308 02/13/25 AA batteries/spotlight		17.25		35182	5310 430600	200	101000
14	40308 02/13/25 AA batteries/spotlight		17.25*		35182	5410 430830	200	101000
15	40121 02/11/25 20v osciillating tool		29.49		35182	1000 430200	200	101000
16	40121 02/11/25 20v osciillating tool		29.50		35182	5210 430500	200	101000
17	40121 02/11/25 20v osciillating tool		29.50		35182	5310 430600	200	101000
18	40121 02/11/25 20v osciillating tool		29.50*		35182	5410 430830	200	101000
19	40808 02/19/25 v20 battery/charger		37.50		35182	1000 430200	200	101000
20	40808 02/19/25 v20 battery/charger		37.50		35182	5210 430500	200	101000
21	40808 02/19/25 v20 battery/charger		37.50		35182	5310 430600	200	101000
22	40808 02/19/25 v20 battery/charger		37.50*		35182	5410 430830	200	101000

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23	40723 02/18/25 mag torch		11.49		35182	1000 430200	200	101000
24	40723 02/18/25 mag torch		11.50		35182	5210 430500	200	101000
25	40723 02/18/25 mag torch		11.50		35182	5310 430600	200	101000
26	40723 02/18/25 mag torch		11.50*		35182	5410 430830	200	101000
27	39314 01/31/25 cat food		2.99		35182	1000 430200	200	101000
28	39314 01/31/25 cat food		3.00		35182	5210 430500	200	101000
29	39314 01/31/25 cat food		3.00		35182	5310 430600	200	101000
30	39314 01/31/25 cat food		3.00*		35182	5410 430830	200	101000
31	39325 01/31/25 paint cup/brush		16.40		35182	1000 430200	200	101000
32	39325 01/31/25 paint cup/brush		16.39		35182	5210 430500	200	101000
33	39325 01/31/25 paint cup/brush		16.39		35182	5310 430600	200	101000
34	39325 01/31/25 paint cup/brush		16.39*		35182	5410 430830	200	101000
35	39561 02/03/25 c+k paint		11.99		35182	1000 430200	200	101000
36	39561 02/03/25 c+k paint		12.00		35182	5210 430500	200	101000
37	39561 02/03/25 c+k paint		12.00		35182	5310 430600	200	101000
38	39561 02/03/25 c+k paint		12.00*		35182	5410 430830	200	101000
39	40983 01/21/25 detergent/garbage can		37.98		35181	1000 460442	200	101000
40	40984 01/21/25 brass key		3.99		35181	1000 460442	200	101000
41	40167 01/11/25 epoxy		6.99		35181	1000 460442	200	101000
42	40156 02/11/25 padlock-safety harness		23.98		35181	1000 460442	200	101000
43	40157 02/11/25 blank key		7.98		35181	1000 460442	200	101000
44	40152 02/11/25 padlock/key/harness		27.96		35181	1000 460442	200	101000
45	39199 01/29/25 gorilla tape		8.59		35181	1000 460442	200	101000
46	39206 01/29/25 door sweep		25.98		35181	1000 460442	200	101000
47	39520 02/03/25 hardware		1.36		35181	1000 460442	200	101000
48	39503 02/03/25 utility knife		9.99		35181	1000 460442	200	101000
49	40038 02/10/25 snow shovel		64.99		35181	1000 460430	200	101000
50	39160 01/29/25 ice melt		15.99		35181	1000 460430	200	101000
51	39163 01/29/25 ice melt		31.98		35181	1000 460430	200	101000
52	40985 02/21/25 recip saw blades		27.99		35181	5210 430500	200	101000
53	40892 02/20/25 exterior paint		7.49*		35188	1000 460465	200	101000

240622 02473 JONAS SPRINKLERS & FERTILIZER 5,669.98

Splash, Meadowlark & Champions parks pro four fertilizer, weed control & grub management

Aronow park basic care

1	02/26/25 pre-pay splash park		1,689.84		35180	1000 460430	300	101000
2	02/26/25 pre-pay meadowlark park		597.20		35180	1000 460430	300	101000
3	02/26/25 pre-pay champions park		854.06		35180	1000 460430	300	101000
4	02/26/25 pre-pay aronow park		2,528.88		35180	1000 460430	300	101000

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* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
240623		01718 TORGERSON'S LLC	58,974.74					
1	W33389 12/30/24 parts invoice-backhoe repair		33,374.84*		35179	1000 430200	369	101000
2	W33020 01/29/25 labor/parts invoice-backhoe re		22,189.90*		35179	1000 430200	369	101000
3	R01050 02/07/25 monthly rental		3,410.00*		35179	1000 430200	300	101000
240624		00016 GENERAL DISTRIBUTING CO	140.00					
	oxygen & acetylene tanks							
1	1466506 01/31/25 5 year agreement		35.00*		35167	1000 430200	300	101000
2	1466506 01/31/25 5 year agreement		35.00*		35167	5210 430500	300	101000
3	1466506 01/31/25 5 year agreement		35.00		35167	5310 430600	300	101000
4	1466506 01/31/25 5 year agreement		35.00		35167	5410 430830	300	101000
240625		02412 CORE & MAIN	5,267.00					
1	807400 01/17/25 upper barrel hydrant assembly		5,267.00		35169	5210 430500	200	101000
240626		00027 MARKS TIRE & ALIGNMENT	100.00					
1	78773 01/06/25 flat repair		25.00*		35172	1000 430200	300	101000
2	78742 01/09/25 service call-blade tire		75.00*		35172	1000 430200	300	101000
240627		00037 NORTHWEST PIPE FITTINGS INC	2,987.29					
1	2277480 02/03/25 4" C900 pipe		316.40		35165	5210 430500	200	101000
2	2277470 01/28/25 4" hymax couplers x3		1,003.35		35165	5210 430500	200	101000
3	2290941 02/20/25 4" pvc mj connectors x2		154.80		35165	5210 430500	200	101000
4	2290859 02/20/25 6" X 4" reducer x2		208.88		35165	5210 430500	200	101000
5	2290796 02/20/25 4" pvc mj connector x2/4" val		1,303.86		35165	5210 430500	200	101000
240628		01321 GLACIER MOTOR SALES & SERVICE	61.74					
1	129191 01/20/25 adjust clutch-container truck		61.74*		35171	5410 430830	200	101000
240629		02097 FASTENAL COMPANY	186.08					
1	237788 02/11/25 7/16 nuts & bolts/3/8 bolts		5.32		35170	1000 430200	200	101000
2	237788 02/11/25 7/16 nuts & bolts/3/8 bolts		5.32		35170	5210 430500	200	101000
3	237788 02/11/25 7/16 nuts & bolts/3/8 bolts		5.32		35170	5310 430600	200	101000
4	237788 02/11/25 7/16 nuts & bolts/3/8 bolts		5.32*		35170	5410 430840	200	101000
5	237512 01/23/25 disposable gloves/T190 bits		41.20		35170	1000 430200	200	101000
6	237512 01/23/25 disposable gloves/T190 bits		41.20		35170	5210 430500	200	101000
7	237512 01/23/25 disposable gloves/T190 bits		41.20		35170	5310 430600	200	101000
8	237512 01/23/25 disposable gloves/T190 bits		41.20*		35170	5410 430840	200	101000

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Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
240630		01439 CONRAD BUILDING CENTER INC	423.37					
1	111406 02/13/25 3/4" cdx/torx screws		267.37*		35173	1000 460465	200	101000
2	111979 02/26/25 3/4" sheet plywood/2x4x8		156.00*		35191	1000 460465	200	101000
240631		02069 NATIONAL LAUNDRY CO	62.11					
1	50252 02/12/25 red shop toels-laundry charge		15.52		35174	1000 430200	200	101000
2	50252 02/12/25 red shop toels-laundry charge		15.53		35174	5210 430500	200	101000
3	50252 02/12/25 red shop toels-laundry charge		15.53		35174	5310 430600	200	101000
4	50252 02/12/25 red shop toels-laundry charge		15.53*		35174	5410 430840	200	101000
240632		02485 RDO EQUIPMENT CO	273.86					
1	P8948613 02/19/25 frost teeth & pins		63.52		35176	1000 430200	200	101000
2	P8948613 02/19/25 frost teeth & pins		63.52		35176	5210 430500	200	101000
3	P8948613 02/19/25 frost teeth & pins		63.51		35176	5310 430600	200	101000
4	P8948613 02/19/25 frost teeth & pins		63.51*		35176	5410 430830	200	101000
5	P8948713 02/19/25 air filter		4.95		35176	1000 430200	200	101000
6	P8948713 02/19/25 air filter		4.95		35176	5210 430500	200	101000
7	P8948713 02/19/25 air filter		4.95		35176	5310 430600	200	101000
8	P8948713 02/19/25 air filter		4.95*		35176	5410 430830	200	101000
240633		01180 CULLIGAN	612.50					
1	132050 02/19/25 pallet-solar salt		612.50		35178	1000 430200	200	101000
240634		01863 PURE BLISS CYCLE INC	124.99					
1	63685 02/19/25 exhaust pipe-side by side		124.99		35177	1000 460430	200	101000
240635		0263 STUTZ, JENNIFER	3,500.00					
1	02/28/25 2/25 legal services		875.00			1000 411100	350	101000
2	02/28/25 2/25 legal services		875.00			5210 430513	350	101000
3	02/28/25 2/25 legal services		875.00			5310 430613	350	101000
4	02/28/25 2/25 legal services		875.00			5410 430813	350	101000
240636		310308 00144 POSTMASTER	447.66					
1	02/26/25 3/25 newsletter		111.92			1000 410240	310	101000
2	02/26/25 3/25 newsletter		111.91			5210 430514	310	101000
3	02/26/25 3/25 newsletter		111.91			5310 430614	310	101000
4	02/26/25 3/25 newsletter		111.92			5410 430814	310	101000
240637		00088 CARQUEST AUTO PARTS	210.84					
1	382110 02/10/25 diesel 911 additive		53.58*		35183	5410 430840	200	101000
2	382090 02/10/25 wire ties		6.92*		35183	5410 430830	200	101000
3	382128 02/11/25 battery		150.34		35183	1000 430200	200	101000

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Claim	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
240638		02045 NAPA AUTO PARTS	1,988.62						
1	227914	01/29/25 cross link chains	363.00*		35184	5410 430830	200	101000	
2	228608	02/11/25 cross link chains-2nd set	363.00*		35184	5410 430830	200	101000	
3	229193	02/25/25 hyd hose - tire chain tightene	75.83*		35184	5410 430830	200	101000	
4	228990	02/20/25 hyd hose - fluid	69.86*		35184	5410 430830	200	101000	
5	228639	02/12/25 hyd hose	133.68*		35184	5410 430830	200	101000	
6	228668	02/12/25 HD cable ties	32.99*		35184	5410 430830	200	101000	
7	228282	02/05/25 hyd fittings	108.27*		35184	5410 430830	200	101000	
8	228271	02/05/25 hyd hose/fittings	168.21*		35184	5410 430830	200	101000	
9	228286	02/05/25 oil dry	14.98		35184	1000 430200	200	101000	
10	228286	02/05/25 oil dry	14.99		35184	5210 430500	200	101000	
11	228286	02/05/25 oil dry	14.99		35184	5310 430600	200	101000	
12	228286	02/05/25 oil dry	14.99*		35184	5410 430840	200	101000	
13	227946	01/29/25 filter	1.94		35184	1000 430200	200	101000	
14	227946	01/29/25 filter	1.93		35184	5210 430500	200	101000	
15	227946	01/29/25 filter	1.93		35184	5310 430600	200	101000	
16	227946	01/29/25 filter	1.93*		35184	5410 430840	200	101000	
17	227945	01/29/25 filters	50.61		35184	1000 430200	200	101000	
18	227945	01/29/25 filters	50.63		35184	5210 430500	200	101000	
19	227945	01/29/25 filters	50.63		35184	5310 430600	200	101000	
20	227945	01/29/25 filters	50.63*		35184	5410 430840	200	101000	
21	227941	01/29/25 lamp bulb	6.53		35184	1000 430200	200	101000	
22	227941	01/29/25 lamp bulb	6.52		35184	5210 430500	200	101000	
23	227941	01/29/25 lamp bulb	6.52		35184	5310 430600	200	101000	
24	227941	01/29/25 lamp bulb	6.52*		35184	5410 430840	200	101000	
25	228245	02/04/25 credit-lamp bulb	-6.53		35184	1000 430200	200	101000	
26	228245	02/04/25 credit-lamp bulb	-6.52		35184	5210 430500	200	101000	
27	228245	02/04/25 credit-lamp bulb	-6.52		35184	5310 430600	200	101000	
28	228245	02/04/25 credit-lamp bulb	-6.52*		35184	5410 430840	200	101000	
29	227530	01/21/25 filters	9.15		35184	1000 430200	200	101000	
30	227530	01/21/25 filters	9.15		35184	5210 430500	200	101000	
31	227530	01/21/25 filters	9.15		35184	5310 430600	200	101000	
32	227530	01/21/25 filters	9.15*		35184	5410 430840	200	101000	
33	228232	02/04/25 acetylene gas	50.37		35184	1000 430200	200	101000	
34	228232	02/04/25 acetylene gas	50.37		35184	5210 430500	200	101000	
35	228232	02/04/25 acetylene gas	50.37		35184	5310 430600	200	101000	
36	228232	02/04/25 acetylene gas	50.37*		35184	5410 430840	200	101000	
37	228428	02/07/25 wiper blade	44.98		35185	1000 430200	200	101000	
38	229117	02/24/25 hyd hose/fittings	56.57*		35185	5410 430840	200	101000	
39	228134	02/03/25 striker/welding helmet	63.97*		35185	5410 430840	200	101000	

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Claim	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Invoice #/Inv Date/Description		Line \$		PO #	Fund Org Acct	Object Proj	Account	
240639	02639 BTI MONTANA		6,331.97						
1	CL35265 01/31/25 fuel-garbage truck		529.44		35186	5410 430830	230	101000	
2	CL35265 01/31/25 fuel-animal control		160.55*		35186	1000 440600	230	101000	
3	CL35265 01/31/25 fuel-water		1,000.00		35186	5210 430500	230	101000	
4	CL35265 01/31/25 fuel-streets		1,556.41		35186	1000 430200	230	101000	
5	CL35265 01/31/25 fuel-sewer		400.00		35186	5310 430600	230	101000	
6	825390 01/21/25 DEF/grease		413.72*		35186	5410 430840	200	101000	
7	57111 01/30/25 grinding wheel/cut off		163.08*		35186	5410 430840	200	101000	
8	57999 02/11/25 1 1/2" x 1 1/4" coupler		3.99		35186	5310 430600	200	101000	
9	56851 01/25/25 gloves-tony		25.99*		35186	1000 430200	220	101000	
10	317441 01/24/25 propane-uv building		877.50		35186	5210 430500	200	101000	
11	57034 01/29/25 propane cylinder		6.49		35186	5210 430500	200	101000	
12	58549 02/19/25 propane refill/cylinder		343.95		35186	5210 430500	200	101000	
13	58467 02/18/25 snap spring		38.72		35186	5210 430500	200	101000	
14	58460 02/18/25 propane		43.07		35186	5210 430500	200	101000	
15	58991 02/26/25 iron		229.68		35186	5210 430500	200	101000	
16	57146 01/30/25 nylon twine		1.88		35187	1000 430200	200	101000	
17	57146 01/30/25 nylon twine		1.87		35187	5210 430500	200	101000	
18	57146 01/30/25 nylon twine		1.87		35187	5310 430600	200	101000	
19	57146 01/30/25 nylon twine		1.87*		35187	5410 430830	200	101000	
20	57178 01/31/25 auger bits/adaptor		20.74		35187	1000 430200	200	101000	
21	57178 01/31/25 auger bits/adaptor		20.74		35187	5210 430500	200	101000	
22	57178 01/31/25 auger bits/adaptor		20.74		35187	5310 430600	200	101000	
23	57178 01/31/25 auger bits/adaptor		20.74*		35187	5410 430830	200	101000	
24	57856 02/10/25 cat litter/food		13.48		35187	1000 430200	200	101000	
25	57856 02/10/25 cat litter/food		13.50		35187	5210 430500	200	101000	
26	57856 02/10/25 cat litter/food		13.50		35187	5310 430600	200	101000	
27	57856 02/10/25 cat litter/food		13.50*		35187	5410 430830	200	101000	
28	58525 02/19/25 propane		13.49		35187	1000 430200	200	101000	
29	58525 02/19/25 propane		13.51		35187	5210 430500	200	101000	
30	58525 02/19/25 propane		13.51		35187	5310 430600	200	101000	
31	58525 02/19/25 propane		13.51*		35187	5410 430830	200	101000	
32	831317 02/18/25 propane hose		7.50		35187	1000 430200	200	101000	
33	831317 02/18/25 propane hose		7.50		35187	5210 430500	200	101000	
34	831317 02/18/25 propane hose		7.50		35187	5310 430600	200	101000	
35	831317 02/18/25 propane hose		7.50*		35187	5410 430830	200	101000	
36	57476 02/04/25 sand bags		5.48		35187	1000 430200	200	101000	
37	57476 02/04/25 sand bags		5.50		35187	5210 430500	200	101000	
38	57476 02/04/25 sand bags		5.50		35187	5310 430600	200	101000	
39	57476 02/04/25 sand bags		5.50*		35187	5410 430830	200	101000	
40	826617 01/29/25 ramik-mouse bait/poison		25.00		35187	1000 430200	200	101000	
41	826617 01/29/25 ramik-mouse bait/poison		25.00		35187	5210 430500	200	101000	
42	826617 01/29/25 ramik-mouse bait/poison		25.00		35187	5310 430600	200	101000	
43	826617 01/29/25 ramik-mouse bait/poison		25.00*		35187	5410 430830	200	101000	

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Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44	57848 02/10/25 weed burner		18.74		35187	1000 430200	200	101000
45	57848 02/10/25 weed burner		18.75		35187	5210 430500	200	101000
46	57848 02/10/25 weed burner		18.75		35187	5310 430600	200	101000
47	57848 02/10/25 weed burner		18.75*		35187	5410 430830	200	101000
48	57043 01/29/25 gloves-zach		25.99*		35187	1000 430200	220	101000
49	56544 01/21/25 gloves-alex		25.99*		35187	1000 430200	220	101000
50	57539 02/05/25 gloves-alex		25.99*		35187	1000 430200	220	101000
51	57535 02/05/25 gloves-terry		35.99*		35187	1000 430200	220	101000
240640	02486 MARIAS RIVER CONTRACTING LLC		5,000.00					
1	1183 02/26/25 labor- willett house		5,000.00			7030 470000	900 2291	101000
240641	02090 CERTIFIED FOLDER DISPLAY SERVICE		3,789.00					
	approved at meeting 2/14/25							
1	02/26/25 TBID Brochure Distribution		3,789.00			7199 460301	701	101000
240642	02300 ADVANCED LITHO PRINTING LLC		3,390.00					
	approved at meeting 2/14/25							
1	92125 02/27/25 TBID Brochures		3,390.00			7199 460301	701	101000
240643	01376 ESTOP BUSINESS LICENSES		280.00					
1	UID#30902 02/24/25 2025 Scale License Renewal		280.00		35190	5410 430840	300	101000
240644	01984 BIG SKY CREATIVE WORKS		600.00					
1	20250223 02/23/25 vinyl number decals		150.00		35189	1000 430200	200	101000
2	20250223 02/23/25 vinyl number decals		150.00		35189	5210 430500	200	101000
3	20250223 02/23/25 vinyl number decals		150.00		35189	5310 430600	200	101000
4	20250223 02/23/25 vinyl number decals		150.00*		35189	5410 430840	200	101000
240645	02605 SYSTEMS NORTHWEST LLC		200.00					
1	18355 02/27/25 CC Duress System annual monito		200.00			1000 460442	300	101000

of Claims 73 Total: 394,046.20

Total Electronic Claims 5,290.37 Total Non-Electronic Claims 388755.83

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CITY OF SHELBY
Fund Summary for Claims
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Fund/Account	Amount
1000 GENERAL	
101000 Cash-Operating	132,513.13
2310 TAX INCREMENT FINANCING DISTRICT (TIFD)	
101000 Cash-Operating	1,635.00
2400 STREET LIGHTING DISTRICT NO. 35	
101000 Cash-Operating	4,153.98
5210 WATER UTILITY	
101000 Cash-Operating	110,645.80
5310 SEWER UTILITY	
101000 Cash-Operating	12,725.05
5410 SOLID WASTE UTILITY	
101000 Cash-Operating	14,873.66
5720 STORM DRAINAGE	
101000 Cash-Operating	3,973.55
7030 HOUSING FUND	
101000 Cash-Operating	88,287.03
7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID)	
101000 Cash-Operating	25,239.00
Total:	394,046.20

SHELBY PARKS & REC MEETING

February 24, 2025

In attendance: Lyle Kimmet, Gary McDermott, Eric Tokerud, Shane Adams, Pat Frydenlund, Emily Vetch, Peder Underdahl and Jade Goroski

Pledge of Allegiance

Meeting Minutes 11/25/2024

- FRYDENLUND MADE A MOTION TO APPROVE THE MINUTES. SECONDED BY UNDERDAHL. MOTION CARRIES.

Old Business:

Baseball concessions stand: New roof, epoxy floor, door & window. Shane Rich has been contacted to look at the building.

Civic Center:

Jessi provided a written report of the schedule and happenings at the civic center.

City Facilities:

Roadrunner Recreation Trail:

Krysko Skate Park/Meadowlark Park: Pergola needs to be completed in the spring. Maintenance on the zip line rope.

Historic Shelby High: Floor scrubber is there and ready to use. Lyle is working on floor refinishing product and equipment for the Historic Shelby High and the Civic Center.

Lake Shel-oole Dog Park: Nothing new to report.

Lake Shel-oole Baseball Complex: Need to look into new infield, fencing and backstops.

Swimming Pool/Splash Park: June 7 & 8 is the swim meet in Shelby.

Community Parks Master Plan – Looking for grants to update the Bitterroot School playground, will also look into grants for the baseball complex

Upcoming Events: Job fair March 9 and state wrestling March 15.

New Business: The City crew will add pickleball lines to the tennis court

With no further business, the meeting was adjourned at 7:06. The next meeting is scheduled for Monday, March 24, 2025.

LEASE OF COMMERCIAL REAL PROPERTY
AND PERSONAL PROPERTY

THIS LEASE OF COMMERCIAL REAL PROPERTY AND PERSONAL PROPERTY (hereinafter this "Lease") executed on _____, 2025, but effective for all purposes as of February 20, 2025 (the "Effective Date"), by and between the CITY OF SHELBY, a Montana municipal corporation, whose address is 112 1st St S, Shelby, Montana 59474, ("LESSOR") and the ROXY THEATER GROUP INC., a Montana non-profit corporation, whose address is P.O. Box 173, Shelby, Montana 59474, ("LESSEE").

In consideration of their mutual covenants hereinafter contained, the parties agree as follows:

- 1) **Lease:** LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR, the real property and improvements located at 231 Main St Shelby, MT 59474 (the "Demised Premises") together with the items of personal property described on Schedule "A" attached to and incorporated into the Lease (the "Personal Property"). The Demised Premises is legally described as follows:

Lot 15A of the Amended Subdivision Plat and Boundary Line Agreement, Second Addition to the Townsite of Shelby, being part of lots 14 and 15, Block 12 of the Second Addition to the Townsite of Shelby, Toole County, Montana, together with that certain Mutual Easement depicted on said subjoined plat being part of Lot 14A of the Amended Subdivision Plat and Boundary Line Agreement, Second Addition to the Townsite of Shelby, which said plat was filed for record in the office of the Clerk and Recorder of Toole County, Montana, on the 29th day of March, 1999, at 12:10 PM as Document number 341244.

- 2) **Term and Renewal:** This term of this Lease shall commence on the Effective Date and conclude on December 31, 2044 (the "Lease Term"). Upon the expiration of the Lease Term, this Lease shall automatically renew for successive additional terms of one (1) year each (each, a "Renewal Term") unless either party provides written notice to the other of its intent not to renew the Lease at least 180 days before the expiration of the then-current term. All terms and conditions of this Lease shall remain in full force and effect during each Renewal Term, except as otherwise modified by mutual written agreement of the parties. This automatic renewal shall continue until terminated in accordance with this provision or any other applicable termination provision set forth in this Lease.

- 3) **Rent & Security Deposit:** LESSEE shall pay LESSOR as annual rent for the Demised Premises and the Personal Property \$12.00 per year on or before the last business day of each year. The parties acknowledge and agree that the annual rent of \$12.00, as specified in this Lease, is intentionally set at a nominal amount due to the LESSEE's status as a non-profit organization and the public benefit derived from its use of the Demised Premises. The Demised Premises and Personal Property are leased to the LESSEE to support its mission of presenting motion pictures, performing arts shows, and other community-oriented activities for the benefit of the public. The nominal rent reflects the mutual understanding of the parties that the LESSEE's operations contribute to the cultural and social enrichment of the community and that this Lease is structured to facilitate those activities. The adequacy of the rent and consideration provided by LESSEE is acknowledged by both parties as sufficient to create a binding and enforceable agreement. LESSEE shall not be required to pay a security deposit.
- 4) **Purpose & Restrictions on Use:** LESSEE shall use the Demised Premises as follows:
- a) For the purpose of presenting motion pictures and/or performing arts shows open for general admission to the public and for rent to individuals and organizations for private events.
 - b) Alcohol Service. LESSEE may serve alcohol or allow caterers to serve alcohol for consumption by persons on the Demised Premises so long as any such alcohol sales and consumption strictly comply with all applicable federal, State, and local laws, ordinances, and regulations.
 - c) Other uses shall require the advance written permission of LESSOR.
 - d) LESSEE shall in no event conduct any unlawful or ultra-hazardous activity on the Demised Premises.
- 5) **Carpets:** LESSEE shall be responsible for the expense of a professional cleaning of the Demised Premises before surrendering the Demised Premises in the event of the expiration of the Lease Term or termination of the Lease.
- 6) **Indemnification:** LESSEE shall indemnify, defend, and hold harmless LESSOR, its agents, employees, and representatives, from and against any and all claims, suits,

judgments, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with:

- a) LESSEE's use or occupancy of the Demised Premises or Personal Property;
- b) LESSEE's breach of this Lease or any applicable federal, state, or local law, regulation, or ordinance; and
- c) The negligence or willful misconduct of the LESSEE, its agents, employees, contractors, or invitees.

This indemnification obligation shall not apply to any claims, suits, judgments, liabilities, damages, losses, costs, or expenses arising from the negligence, willful misconduct, or breach of this Lease by the LESSOR, its agents, employees, contractors, or representatives or circumstances or conditions that LESSOR is responsible for repairing or remedying under this Lease, provided that the LESSEE has notified LESSOR in accordance with the terms of this Lease. The Lessee's indemnification obligations shall survive the expiration or termination of this Lease but shall not apply to claims that arise after such expiration or termination.

7) **Insurance:**

- a) General Liability Insurance: From the Effective Date of this Lease, LESSEE shall procure and maintain a policy or policies of general liability insurance in a form generally known as Public Liability or Owner, Landlord, and Tenant insurance. Such policy or policies shall, at minimum:
 - i) Provide general liability coverage with a limit of \$1,000,000 per occurrence for bodily injury or death, along with an umbrella policy in the amount of \$1,000,000;
 - ii) Name LESSOR as an additional insured;
 - iii) Be issued by an insurer authorized to do business in the State of Montana and carrying a rating of at least _____ by A.M. Best; and
 - iv) Include a provision requiring 30 days' written notice to the Lessor prior to cancellation, non-renewal, or material modification of coverage.

LESSEE shall deliver a copy of the policy or a certificate of insurance evidencing such coverage to LESSOR upon execution of this Lease and upon each policy renewal thereafter.

- b) Workers' Compensation Insurance: LESSEE shall maintain workers' compensation insurance covering all employees, volunteers, board members, or other individuals performing work on behalf of the Lessee, as required under applicable state laws.
- c) Annual Review and Adjustment of Coverage Limits: The parties shall jointly review the insurance coverage requirements annually to assess whether coverage limits or types of coverage should be adjusted due to inflation, increased risks, or changes in applicable law. Adjustments to the coverage amounts or policy requirements shall be documented in writing and incorporated into this Lease by mutual agreement. In the event of a dispute regarding adjustments, the parties shall submit the issue to a mutually agreed-upon insurance consultant whose recommendations shall be binding.
- d) Payment of Premiums: LESSEE shall be solely responsible for payment of all premiums associated with the insurance policies required under this Lease. Evidence of premium payment and current policy status shall be provided to LESSOR upon request.
- e) Failure to Maintain Insurance: Failure by LESSEE to maintain the required insurance coverage or to provide evidence thereof as required by this Lease shall constitute a material breach of this Lease, allowing LESSOR to procure the required insurance and charge the cost to LESSEE, or to exercise any other remedies available under this Lease or applicable law.
- f) Lessor's Insurance: LESSOR shall maintain property insurance covering the Demised Premises against risks of physical damage or loss. LESSOR's policy shall not cover LESSEE's personal property, and the LESSEE shall be solely responsible for insuring its own property.
- g) Waiver of Subrogation: To the extent permitted by law, the parties mutually waive any right of recovery against each other for any insured loss or damage to property, and each party shall include a waiver of subrogation endorsement in their respective insurance policies.

8) **Destruction or Damage to the Demised Premises and Personal Property:**

- a) Notification of Damage: In the event the Demised Premises or Personal Property are damaged or destroyed by fire, windstorm, or any other casualty, the Lessee shall notify the Lessor in writing within five (5) business days of the occurrence, providing details of the damage and any immediate actions required to mitigate further loss.
- b) Minor Damage: If the damage does not render the Demised Premises unusable for the purposes specified in this Lease, the Lessor shall repair the damage at its expense within thirty (30) days of receiving notice from the Lessee, or as soon thereafter as reasonably possible, considering factors such as the extent of the damage, availability of materials, and weather conditions.
- c) Major Damage: If the damage is extensive and renders the Demised Premises unusable in whole or in part:
 - i) Lessor shall notify the Lessee within thirty (30) days of the damage whether it intends to repair or rebuild the Demised Premises.
 - ii) If the Lessor elects to repair or rebuild, such work shall commence promptly and be completed within a reasonable timeframe, not to exceed 120 days, unless delays are caused by factors beyond the Lessor's reasonable control (e.g., force majeure events or insurance adjustments).
 - iii) Rent shall abate in proportion to the portion of the Demised Premises rendered unusable during the repair or rebuilding period.
- d) Termination Due to Damage: If Lessor determines that repairing or rebuilding the Demised Premises is not feasible, Lessor may terminate this Lease by providing written notice to Lessee within thirty (30) days of the damage. In such event:
 - i) The termination shall be effective as of the date of the damage;
 - ii) Rent shall be apportioned to the date of termination; and
 - iii) Lessee shall promptly remove its personal property from the Demised Premises, subject to any applicable restoration obligations under this Lease.

- e) **Lessee's Responsibility for Damage:** Lessee shall bear the cost of repairing any damage caused by its negligence, intentional acts, or breach of this Lease, including damage caused by its agents, employees, contractors, or invitees.
- f) **No Liability for Consequential Damages:** Lessor shall not be liable to the Lessee for any consequential damages, such as lost profits, business interruptions, or relocation costs, resulting from damage to or destruction of the Demised Premises, except where such damage is caused by Lessor's gross negligence or willful misconduct.
- g) **Insurance Proceeds:** In the event of damage or destruction, any insurance proceeds received by Lessor for the Demised Premises shall be applied to the cost of repairs or rebuilding. Lessee shall not have any claim to such proceeds except as necessary to reimburse expenses incurred in mitigating damage to the Demised Premises with Lessor's prior approval.
- h) **Restoration of Lessee's Property:** Lessee shall be solely responsible for repairing or replacing its own personal property damaged in any casualty unless otherwise agreed in writing or covered under an insurance policy maintained by the Lessor.
- 9) **Covenant of Quiet Enjoyment:** LESSOR covenants with LESSEE that upon LESSEE paying the rent herein provided and performing the covenants for which it is obligated herein, LESSEE shall have quiet enjoyment of the Demised Premises and the Personal Property during the Lease Term. The scope of this covenant is limited to the LESSEE enjoying the Demised Property and the Personal Property free from acts or omissions on the part of the LESSOR that permanently interfere with the LESSEE's beneficial enjoyment of the Demised Premises and the Personal Property so as to justify the LESSEE's abandonment before the Lease Term has expired.
- 10) **Management of Demised Premises and Demised Personal Property:** All management and operational responsibilities related to any permitted activity or enterprise conducted by LESSEE on the Demised Premises during the Lease Term shall be delegated to LESSEE. Management and operational responsibilities include, but are not limited to, the procurement of motion pictures and concessions, which shall be done at the expense of LESSEE. LESSOR shall not have any role in the decision-making, management, or operational process regarding any permitted activities conducted by LESSEE on the demised premises during the Lease Term. Nothing in this section precludes employees and/or officers of LESSOR from serving on the Board of Trustees, volunteering for LESSEE, or being an employee of LESSEE. Any employees and/or officers of LESSOR who serve on LESSEE's Board of Trustees, volunteer, or be employed by LESSEE shall do so in their own personal capacity independent of their title or role as an officer or employee of LESSOR.

11) **Assignment and Subletting:** LESSEE shall not assign this Lease or any portion thereof or sublet the Demised Premises or any portion thereof without the express written approval and consent of LESSOR.

12) **Maintenance and Repairs to the Demised Premises:**

a) Lessor's Responsibilities: Lessor shall be responsible for all repairs to the Demised Premises necessary to maintain the structural integrity of the building, including but not limited to the roof, foundation, exterior walls, and major building systems such as plumbing, electrical, and HVAC systems. The Lessor shall also be responsible for repairs to the Demised Premises required to correct damage caused by:

- i) Normal wear and tear;
- ii) Events or conditions outside the Lessee's control; or
- iii) Lessor's negligence or failure to comply with its obligations under this Lease.

Lessor shall complete such repairs within a reasonable timeframe after receiving notice from the Lessee, considering the nature and severity of the issue, weather conditions, and the availability of materials or contractors.

b) Lessee's Responsibilities: Lessee shall be responsible for:

- i) Routine maintenance and upkeep of the Demised Premises, including cleaning, minor repairs, and maintaining any fixtures, equipment, or improvements owned by either Lessor or Lessee, including, but not limited to, the Personal Property listed in Schedule "A";
- ii) Repairs necessitated by the negligence, intentional acts, or misuse of the Demised Premises by the Lessee, its agents, employees, or invitees;
- iii) Repairs to any personal property owned by either Lessor or Lessee located within the Demised Premises, including, but not limited to the Personal Property listed in Schedule "A"; and
- iv) Keeping the Demised Premises in compliance with applicable federal, state, and local laws and ordinances, including but not limited to snow removal as specified in this Lease.
- v) All other repairs not expressly assigned to Lessor under this Lease

c) Notification of Repairs: Lessee shall notify the Lessor in writing within five (5) business days of discovering any damage or defect in the Demised Premises that falls under the Lessor's responsibility. Failure to provide such notice in a timely manner may relieve the Lessor of its obligation to make repairs, except in cases where the damage or defect poses an imminent risk to health or safety.

- d) Allocation of Costs: The party held to be “responsible” for a particular repair or maintenance activity under the terms of this Lease shall pay the entire financial cost of that repair, in addition to arranging that the repair occurs.
 - e) Disputes Regarding Repairs: In the event of a disagreement regarding repair responsibilities, the parties shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved within fifteen (15) days, either party may submit the matter to a mutually agreed-upon mediator or arbitrator for resolution.
 - f) Standards for Repairs: All repairs, whether made by the Lessor or the Lessee, shall be performed in a good and workmanlike manner, in compliance with applicable building codes, laws, and industry standards.
- 13) **Leasehold Improvements:** LESSEE shall be responsible for any leasehold improvements involving the installation of new audio and/or visual equipment, including alterations and/or improvements to the Demised Premises necessary to accommodate such equipment. All leasehold improvements shall be approved by LESSOR in writing before the commencement of work. LESSOR reserves complete discretion to deny any request for leasehold improvements or to grant any request for leasehold improvements on the condition that LESSEE shall be responsible for such improvements. Leasehold improvements that constitute fixtures pursuant to Mont. Code Ann. § 70-15-103 shall become part of the Demised Premises. All leasehold improvements involving the installation of new audio and/or visual equipment after the Effective Date which constitute personal property shall be included in Schedule “A” and treated as the Personal Property. LESSOR reserves complete discretion to decide whether or not other personal property leasehold improvements, regardless of source of financing, shall be included in Schedule “A” and treated as Demised Personal Property.
- 14) **Purchase and Ownership of Certain Personal Property, Fixtures, and Improvements:** Ownership of any personal property purchased or obtained by LESSEE for use within the Demised Premises for theater operations shall automatically transfer to LESSOR upon termination of this lease.
- 15) **Snow Removal:** LESSEE shall be responsible for keeping the Demised Premises in compliance with all City Ordinances regarding snow removal from the sidewalks.
- 16) **Utilities:** LESSEE shall be financially responsible for electric, gas, water, sewer, garbage, storm drain, phone, and internet service provided to the Demised Premises .
- 17) **Lessor Access to Demised Premises:** LESSOR reserves the right to access the Demised Premises at reasonable times and upon providing LESSEE with at least 24 hours’ prior written notice, except in the case of an emergency where immediate access is necessary to protect life, property, or public safety. Access shall be limited to purposes related to the inspection, repair, maintenance, or enforcement of the terms of this Lease, or as otherwise required by law. LESSOR shall exercise its right of access in a manner that minimizes

disruption to the LESSEE's use and enjoyment of the Demised Premises. In the event of an emergency requiring immediate access, LESSOR shall notify LESSEE as soon as practicable before or after entry, explaining the nature of the emergency and any actions taken. LESSEE agrees to cooperate reasonably with LESSOR to facilitate access for the purposes specified herein. This provision does not grant LESSOR the right to access areas where LESSEE maintains privileged or confidential information unless required by law or court order.

- 18) **Notices:** All notices given by either party to this Lease shall be either hand delivered to the following addresses:

LESSOR: City Hall, 112 1st St S, Shelby, MT 59474

LESSEE: Hunt Law Firm, 201 Main St, Suite 1, Shelby, MT 59474

OR emailed to the following addresses:

LESSOR: attorney@shelbymt.com

LESSEE: bhunt@3rivers.net

- 19) **Default:** The following events shall be deemed to be events of default by LESSEE under this lease:

- a) The vacation or abandonment of the Demised Premises by LESSEE.
- b) If LESSEE shall fail to pay any installment of rent or to make any other payments required to be made by them hereunder, where such failure continues after the 5th business day of the month in which the rental installment was due.
- c) If LESSEE shall fail to comply with any term, provision, condition, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to LESSEE, provided, however, that if by the nature of such default, same cannot reasonably be cured within such 30-day period, LESSEE shall not be deemed to be in default if it shall within a reasonable period commence to cure such default and thereafter cure such default within a reasonable period.
- d) If LESSEE shall make an assignment for the benefit of creditors, or a trustee or receiver shall be appointed for LESSEE under the laws of any state wherein possession is not restored to LESSEE within thirty (30) days.
- e) If LESSEE shall file a petition under any subsection or chapter of the bankruptcy code, as amended, or under such similar law or statute of the United States or any state thereof; or LESSEES shall be adjudged bankrupt or insolvent in proceedings filed against LESSEE hereunder.
- f) The attachment, execution, or other judicial seizure of substantially all of LESSEE'S assets or LESSEE'S interest in this lease where such seizure is not discharged within thirty (30) days.

- 20) **Remedies:** Upon the occurrence of any event or default by LESSEE, LESSOR shall have the option to pursue any right or remedy available to it under Montana law, and LESSOR

shall have the right to enter the Demised Premises and take full and absolute possession of same, and to remove all persons and property from the Demised Premises without such re-entry working a forfeiture of the rents to be paid or the covenants to be performed by LESSEE hereunder for the full term of this lease or any renewal thereof. In case of a suit by LESSOR or by LESSEE hereunder to enforce or interpret the provisions hereof, the prevailing party shall be awarded reasonable attorney fees, costs, and expenses of such suit.

- 21) **LESSEE'S Inspection of the Demised Premises:** LESSEE acknowledges that it has examined the Demised Premises prior to execution of this Lease and that lessee is satisfied with the condition of the demised premises and has no concerns about its suitability for the intended uses. Further, LESSEE acknowledges that LESSOR has made no representations to it relating to the condition of the Demised Premises and Personal Property except as provided in this Lease. LESSOR is leasing the Demised Premises and Personal Property "AS IS" and "WHERE IS" and LESSEE accepts the Demised Premises and Personal Property in that condition.
- 22) **Waiver & Severability:** No waiver by LESSOR of any provision of this agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach by LESSEE of the same or any other provision. Each of the provisions of this Lease shall be severable, one from the other, and if any part or portion thereof shall be held invalid by any court of competent jurisdiction, the other part and portions hereof shall, nevertheless, for all purposes, remain in full force and effect.
- 23) **Time is of the Essence:** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.
- 24) **Binding Effect:** All of the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors, and permitted assigns.
- 25) **Headings:** Paragraph captions contained in this agreement are for convenience only and shall not be considered in the construction or interpretation of any provisions hereof.
- 26) **Governing Law and Jurisdiction:** This Lease shall be interpreted and enforced in accordance with Montana law, and the Montana Ninth Judicial District Court, in and for Toole County shall have exclusive jurisdiction over the subject matter of this Lease and personal jurisdiction over the parties hereto.
- 27) **Compliance with Applicable Laws:** LESSEE shall conduct its activities on the Demised Premises during the Lease Term in compliance with all applicable federal, state, and local laws, regulations, and ordinances.
- 28) **Further Instruments, Agreements, and Documents:** The parties agree to cooperate with each other in the future to complete, execute, file/record such documents, agreements, and instruments that may be needed in order to effectuate the purposes contained in this Lease.

29) **Subject to Approval:** The Lease shall not be executed and shall not be a binding agreement until it is approved by a two-thirds vote of the Shelby City Council and the board of directors of LESSEE.

30) **Authority to Enter into this Lease:** The individuals signing their names to this Lease represent that they have the authority of their respective entities to enter into this Lease and bind their respective entities to the terms, obligations, and covenants contained herein.

31) **Right of First Refusal Clause:**

- a) Grant of Right of First Refusal: During the Lease Term, and any extensions or renewals thereof, LESSEE shall have a right of first refusal to purchase the Demised Premises and Personal Property, upon the same terms and conditions as any bona fide offer received by LESSOR from a third party.
- b) Notice of Offer: If LESSOR receives a bona fide written offer to purchase the Demised Premises from a third party, which LESSOR intends to accept, LESSOR shall promptly deliver to LESSEE a written notice of the offer (the "Offer Notice"), including all material terms and conditions of the offer, along with a copy of the offer.
- c) Exercise of Right: LESSEE shall have 30 days from receipt of the Offer Notice to exercise its right of first refusal by delivering written notice to LESSOR of LESSEE's intention to match the terms and conditions of the offer (the "Exercise Notice").
- d) Purchase Agreement: Upon delivery of the Exercise Notice, LESSEE and LESSOR shall promptly execute a purchase agreement reflecting the terms and conditions set forth in the Offer Notice, and LESSEE shall complete the purchase of the Demised Premises and Personal Property within the timeline specified in the bona fide offer, or as otherwise agreed upon by the parties in writing.
- e) Failure to Exercise: If LESSEE fails to exercise its right of first refusal within the specified time period, LESSOR shall have the right to sell the Demised Premises and Personal Property to the third party on the same terms and conditions specified in the Offer Notice, free of any further right of first refusal by LESSEE. If the sale to the third party is not consummated on such terms within 120 days, LESSEE's right of first refusal shall remain in effect, and LESSOR must provide a new Offer Notice before selling the Demised Premises and Personal Property.
- f) Exclusions: LESSEE's right of first refusal shall not apply to:
 - i) Transfers to any affiliate or permitted assignee of LESSOR;
 - ii) Transfers as part of a merger, consolidation, or sale of substantially all of LESSOR's assets; or
 - iii) Any foreclosure or deed-in-lieu of foreclosure transaction.
- g) Binding on Successors: This right of first refusal shall be binding upon and inure to the

benefit of the parties hereto and their respective successors and assigns.

- h) Execution and Recording of Abstract of Lease: Within 30 days after the execution of this Lease, the LESSOR and LESSEE agree to execute and acknowledge an abstract or memorandum of this Lease (the "Abstract") in a form mutually acceptable to both parties, which shall summarize the key terms of this Lease, including the existence of the LESSEE's right of first refusal to purchase as provided herein. The Abstract shall be recorded in the official public records of Toole County, Montana, at LESSEE's expense, unless otherwise agreed by the parties. The Abstract is intended solely to provide notice of the Lease and the ROFR and shall not be construed to modify, expand, or otherwise affect the terms and conditions of this Lease. Both parties further agree to cooperate in good faith to complete any documentation necessary to facilitate the recording of the Abstract and to correct any defects in the recorded Abstract, if identified.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LESSOR

CITY OF SHELBY

By: _____

GARY MCDERMOTT, Mayor

LESSEE

ROXY THEATER GROUP, INC.

By: _____

WILLIAM HUNT, PRESIDENT

STATE OF MONTANA)
 :ss
COUNTY OF TOOLE)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for the State of Montana, personally appeared William Hunt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first hereinabove written.

Print Name: _____
Notary for the State of Montana
Residing in: _____
My commission expires: _____

STATE OF MONTANA)
 :ss
COUNTY OF TOOLE)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for the State of Montana, personally appeared Gary McDermott, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first hereinabove written.

Print Name: _____
Notary for the State of Montana
Residing in: _____
My commission expires: _____

Schedule "A"

The following items of personal property shall be included in Schedule "A" for the purposes of the lease executed on _____, 2025, by the City of Shelby, the lessor, and Roxy Theater Group Inc., the lessee:

Roxy Sign LED

Marquee

Projector

Sound System Equipment

1. DOLBY CP950: Cinema processor that supports 7.1 and 5.1 audio processing, Includes an expansion slot for upgradability to Dolby Atmos (quantity 1)
2. channel cinema amplifier. 475 watts/Ch @ 8 ohms, 825 watts/Ch @ 4 ohms, 1200 watts/Ch @ 2 ohms (quantity 2)
3. DCA-1644 = 4 channel digital cinema amplifier, 250 watts/Ch @ 8 Ohms, 400 watts/Ch @ 4 Ohms (quantity 1)
4. Passive or Bi-amp 3-way, 2x15", 6.5" mid-range and 1.4" HF (SC-2150) (quantity 3)
5. QSC SR-1000 Cinema surround loudspeaker (quantity 14)
6. QSC YM-300 Yoke mount kit for SR Series Surrounds (quantity 14)
7. SB-1180 Compact Cinema Subwoofer, Single 18" Transducer, 600 Watts 35.9 × 30 × 11.7 @ 87lbs (quantity 1)

Ice Machine

Popcorn Machine

Refrigerator

Upright Freezer

Blue-Ray Player

Laptop Computer (Asus brand)

Theater Chairs (quantity approx. 300)

Microwave

Countertop Freezer

Schedule "A" shall be modified only by written agreement signed by both the lessor and the lessee.