

**AGENDA**  
**CITY COUNCIL MEETING**  
**CITY OF SHELBY**

March 19, 2018  
7:30 P.M.

**ROLL CALL OF MEMBERS**

**PLEDGE OF ALLEGIENCE**

**APPROVAL OF MINUTES**

- Regular Council Meeting, 03/05/18 (pg 5-7)

**APPEARANCE REQUESTS**

- Agenda Items
- Non-Agenda Items
  - Curtis Shuck, Port of Northern Montana

**COMMITTEE REPORTS**

- Law Enforcement Report
- City-County Planning Board, 03/12/18 (pg 8)

**CITY ATTORNEY**

- MOU Water line (Border Patrol to Airport) (pgs. 9-10)
- Park Maintenance Agreement – O’Haires Inc/Albertson’s (pgs. 11-20)

**CITY FINANCE OFFICER**

- City Judge’s Report, February 2018 (pgs. 21-38)
- Bank Account Report (pg. 39), Budget Year to Date (pg. 40), Vendor Summary (pgs. 41-42), Enterprise Funds (pg. 43-46), Statement of Expenditures (pgs. 47-71), Revenues (pgs. 72-81), Budget Variance (pg. 82), Cash Flow Report (pg. 83), Investments Report (pg. 84), Project Budgets (pg. 85), February 2018
- City of Shelby Delinquent Taxes, 2/28/18 (pg. 86)
- Water Rates (pgs. 87-89)

**CITY SUPERINTENDENT**

- Motor Vehicle Graveyard Agreement (pgs. 90-92)
- Amendment No. 19 – City of Shelby Landfill Engineering Consulting Services (pg. 93)

**COMMITTEE DEVELOPMENT DIRECTOR**

- Opportunity, Inc Youth Program
- MT Dept of Commerce Opportunity Zone

**OTHER MATTERS**

- Ward 1 Vacancy
- 5/31/18 Local Government Center Training with Dan Clark TBD (pg. 94)

**ADJOURN**

## CITY OF SHELBY MEETING SCHEDULE

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### March 19, 2018

7:30 p.m. Regular City Council Meeting

### March 26, 2018

6:30 p.m. Park & Recreation Meeting  
(Mayor, Superintendent, Rec Director,  
Aikins, Clark, Kimmet)

### April 2, 2018

7:00 p.m. Audit Committee  
(Mayor, Finance Officer, Clark, Tustian,  
Moritz)

7:30 p.m. Regular City Council Meeting

### April 9, 2018

7:30 p.m. City-County Planning Board  
(Mayor, Deputy City Clerk, City Planner,  
Casey, Clark)

### May 31, 2018

TBD Local Government Center Training with Dan  
Clark TBD

## CITY COUNCIL PACKET LISTING

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A. Agenda

B. Agenda Items

1. Minutes of Regular Council Meeting, 3/05/18
2. Minutes of City-County Planning Board Meeting, 3/12/18
3. MOU Water Line (Border Patrol to Airport)
4. Park Maintenance Agreement with O'Haires, Inc/Albertson's
5. City Judge's Report, February 2018
6. Bank Account Report, February 2018
7. Budget Year to Date, February 2018
8. Vendor Summary, February 2018
9. Enterprise Funds Report, February 2018
10. Statement of Expenditures, February 2018
11. Statement of Revenues, February 2018
12. Budget Variance, February 2018
13. Cash Flow Report, February 2018
14. Investments Report, February 2018
15. Project Budgets, February 2018
16. City of Shelby Delinquent Taxes, 2/28/18
17. Water Rates
18. Motor Vehicle Graveyard Agreement
19. Amendment No. 19 - City of Shelby Landfill Engineering Consulting Services
20. 3/14/18 Email from Daniel Clark re: Training

C. Correspondence

1. 3/12/18 Letter from MT Dept of Environmental Quality re: Shelby Wastewater Treatment Facility Improvements & UV Disinfection

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  
March 5, 2018

Mayor McDermott called the meeting to order at 7:30 p.m.  
Present were: Debra Clark, Lyle Kimmet, Chip Miller, Trent  
Tustian, and Bill Moritz, Council Members; Jade Goroski, Finance  
Officer; Loren Skartved, City Superintendent; and Rob Tasker,  
Building Inspector. Absent and Excused: Luke Casey

Other citizens present: Andy Evenson, Luke LaLiberty, Jim  
Yeagley, and Jennifer Van Heel.

PLEDGE OF ALLEGIANCE

REGULAR MEETING MINUTES 2/20/2018

- MORITZ MADE A MOTION TO APPROVE THE 2/20/2018 MINUTES.  
SECONDED BY TUSTIAN. VOTE AYES - CLARK, MORITZ, KIMMET,  
TUSTIAN. NOES - NONE. ABSENT - CASEY. ABSTAIN - NONE.

APPEARANCE REQUESTS

- Andy Evenson of KLJ Engineering reviewed the 4<sup>th</sup> Cell bid  
and made a recommendation to approve the Helena Sand &  
Gravel bid.
- Recreation Passes - Darcy McAllister  
MORITZ MADE A MOTION TO APPROVE 10 ½ PRICE MONTHLY PASSES  
FOR INDIVIDUALS TRANSITIONING FROM REHABILITATION AND 10  
ANNUAL WALKING PASSES TO THE CIVIC CENTER. SECONDED BY  
TUSTIAN. VOTE AYES - CLARK, MORITZ, KIMMET, TUSTIAN. NOES  
- NONE. ABSENT - CASEY. ABSTAIN - NONE.

CLAIMS REPORT 2/28/2018

- MORITZ MADE A MOTION TO APPROVE THE 2/28/2018 CLAIMS  
REPORT. SECONDED BY KIMMET. VOTE AYES - CLARK, MORITZ,  
KIMMET, TUSTIAN. NOES - NONE. ABSENT - CASEY. ABSTAIN -  
NONE.

BUILDING INSPECTOR

- Rob Tasker reported he issued a temporary occupancy permit  
for New Life Church and has been working on maintenance  
items at the Civic Center.

COMMITTEE REPORTS

- Minutes of Safety Committee Meeting & Employee Quarterly Meeting 2/21/2018
- Minutes of Park & Recreation Meeting 2/26/2018

CITY ATTORNEY

- Ordinance No. 833 (2<sup>nd</sup> Reading)  
MORITZ MADE A MOTION TO APPROVE THE SECOND READING OF ORDINANCE 833. SECONDED BY TUSTIAN. VOTE AYES - CLARK, MORITZ, KIMMET, TUSTIAN. NOES - NONE. ABSENT - CASEY. ABSTAIN - NONE.

CITY FINANCE OFFICER

- Annual Landfill Trust Deposit  
MORITZ MADE A MOTION TO APPROVE THE TRUST DEPOSIT. SECONDED BY CLARK. VOTE AYES - CLARK, MORITZ, KIMMET, TUSTIAN. NOES - NONE. ABSENT - CASEY. ABSTAIN - NONE.
- Payroll Expense by Department 2/2018

CITY SUPERINTENDENT

Loren Skartved presented a street maintenance plan for the upcoming budget years. He reported the crew has been busy plowing snow, sanding streets and working on sewer lifts.

OTHER MATTERS

- Justin Aikins Ward 1 resignation  
MORITZ MADE A MOTION TO APPROVE THE RESIGNATION. SECONDED BY KIMMET. VOTE AYES - CLARK, MORITZ, KIMMET, TUSTIAN. NOES - NONE. ABSENT - CASEY. ABSTAIN - NONE.
- Declare Ward 1 Vacancy  
TUSTIAN MADE A MOTION TO DECLARE WARD 1 VACANCY. SECONDED BY KIMMET. VOTE AYES - CLARK, MORITZ, KIMMET, TUSTIAN. NOES - NONE. ABSENT - CASEY. ABSTAIN - NONE.
- TSEP Continuation Letter  
NO ACTION TAKEN
- 4<sup>TH</sup> CELL NOTICE OF AWARD  
TUSTIAN MADE A MOTION TO APPROVE THE NOTICE OF AWARD CONTINGENT UPON APPROVAL OF FINANCING. SECONDED BY MORITZ. VOTE AYES - CLARK, MORITZ, KIMMET, TUSTIAN. NOES - NONE. ABSENT - CASEY. ABSTAIN - NONE.
- COMMITTEE LISTING  
CLARK WAS REMOVED FROM THE PARK AND RECREATION COMMITTEE, CASEY WAS ADDED. MATT CLARK WAS ADDED TO THE NON CITY

COUNCIL MEMBER FOR THE PARK AND RECREATION COMMITTEE. LYLE  
KIMMET WAS ADDED TO THE FIRE COMMITTEE.

ADJOURN

AT 9:30 P.M. CLARK MADE A MOTION TO ADJOURN THE MEETING.  
SECONDED BY KIMMET. VOTE AYES - CLARK, MORITZ, KIMMET, TUSTIAN.  
NOES - NONE. ABSENT - CASEY. ABSTAIN - NONE.

\_\_\_\_\_  
GARY MCDERMOTT, MAYOR

ATTEST:

\_\_\_\_\_  
JADE GOROSKI, FINANCE OFFICER

# MINUTES OF THE CITY-COUNTY PLANNING BOARD

Held at Shelby City Hall

March 12, 2018

7:30 p.m.

Present were: Gary McDermott, mayor; Debra Clark, council member; Gary Sulenes, planning board member; Tammy Pederson, secretary and Jim Yeagley, city planner.

## **Growth Policy**

Yeagley presented an Implementation Strategy for the Growth Policy.

## **Board Reappointments**

Chairman Gary Sulenes term expires 4/01/2018. He would like to remain on the board but not as chairman.

**MAYOR MCDERMOTT REAPPOINTED GARY SULENES TO ANOTHER 2 YEAR TERM TO EXPIRE 4/01/2020 AND APPOINTED DEBRA CLARK AS THE NEW CHAIRMAN.**

**MEETING ADJOURNED AT 8:00 P.M.**

Reported by:

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Tammy Pederson, Secretary

**MEMORANDUM OF UNDERSTANDING  
REGARDING TOOLE COUNTY / CITY OF SHELBY AIRPORT WATER LINE**

This Memorandum of Understanding (MOU) is made and entered into this 1<sup>st</sup> day of March, 2018 by and between the City of Shelby, Montana, a municipal corporation organized under the laws of the State of Montana ("Shelby"), and Toole County, a political subdivision of the State of Montana ("Toole County"),

**RECITALS**

WHEREAS, Toole County desires to install a waterline from the Shelby water tower located near the Border Patrol station to the airport ("Airport Waterline");

WHEREAS, Shelby desires to replace an existing waterline from a point located near the Lewis & Clark RV Park to the water tower located near the Border Patrol station ("Water Tower Waterline");

WHEREAS, Shelby has equipment used to install waterlines as well as personnel with training and experience installing waterlines;

WHEREAS, Toole County has a trackhoe excavator and an operator for the trackhoe excavator;

WHEREAS, Toole County is contemplating installing a diesel-engine-powered water booster station on the Airport Waterline;

WHEREAS, Toole County and Shelby will benefit mutually by combining their resources to complete the Airport Waterline and Water Tower Waterline.

THEREFORE, Toole County and Shelby agree as follows:

1. The County shall:
  - A. Provide the necessary engineering for the Airport Waterline;
  - B. Provide the pipe and other materials for the Airport Waterline;
  - C. Provide any booster station for the Airport Waterline;
  - D. Provide the use of its trackhoe excavator and operator to assist Shelby with the Water Tower Waterline project;
  - E. Make any repairs, replacement, and maintenance to the Airport Waterline for a period of one (1) year after completion of the Airport Waterline;
  - F. Regularly pressure test the Airport Waterline to test for leaks and other defects for one (1) year after completion of the Airport Waterline;
  - G. Maintain the booster station, if installed, including replenishing diesel fuel for as long as it shall exist;

H. Ensure that the Airport Waterline meets all applicable federal and State of Montana laws and regulations;

I. Pay for the use of water at applicable water usage rates.

2. The City shall:

A. As needed, provide the County the use of Shelby equipment, equipment operators, and other personnel to assist the County to install the Airport Waterline;

B. Provide engineering and materials for the Water Tower Waterline;

C. Ensure that the Airport Waterline meets all applicable federal and State of Montana laws and regulations;

D. Deliver potable water to the Airport Waterline;

E. Make any repairs, replacement, and maintenance to the Water Tower Waterline;

F. Make any repairs, replacement, and maintenance to the Airport Waterline after Toole County's one (1) year period of responsibility, as described above, expires;

G. Take and submit any water samples from points along the Water Tower Waterline and Airport Waterline as required by appropriate government agencies.

IT IS FURTHER UNDERSTOOD by Toole County and Shelby that Shelby shall own the Airport Waterline as part of its infrastructure.

DATED this 1<sup>st</sup> day of March, 2018.

FOR TOOLE COUNTY:

CITY OF SHELBY

Deb Brandon  
Commissioner, Toole County

\_\_\_\_\_  
Gary McDermott

Joe Pehan  
Commissioner, Toole County

Attest:

\_\_\_\_\_  
Jade Garoski

Mary Ann Harwood  
Commissioner, Toole County

Anna Nelson

# O'HAIRES, INC.

P.O. Box 159  
Vaughn, MT 59487

March 10, 2018

**RECEIVED**

**MAR 12 2018**

**CITY OF SHELBY  
Montana**

City of Shelby  
112 1<sup>st</sup> Street South  
Shelby, MT 59474

Re: O'Haires, Inc. – Park Maintenance Agreement

To whom it may concern:

This letter is to notify you of O'Haires Inc.'s ("O'Haires") desire to terminate the Maintenance Agreement ("Agreement") dated September 25, 2015, by and between O'Haires and the City of Shelby, Montana ("City"). A copy of the Agreement is attached hereto as Exhibit A. The Agreement relates to the use and maintenance of the greenbelt park ("Park") by the City and the public. The Park is located in the parking lot of the Albertson's store at the corner of Front St. and 5<sup>th</sup> Ave. Although the Agreement specifies that 60 days' notice be given to terminate, for the reasons noted below, I am requesting that the Agreement be terminated immediately.

The reason O'Haires desires to terminate the Agreement now is that it is selling the property on which the Park is located to ABS MT-O, LLC (referred to herein as Albertsons). In order to close that transaction, Albertson's is requiring that the Agreement be terminated. I understand that Albertsons desires to enter into its own license agreement with the City instead. Enclosed a copy of Albertson's proposed agreement as Exhibit B to this letter.

I am sure that if you have questions or comments regarding the proposed agreement, Albertsons will be happy to discuss them directly with you. Our contact at Albertsons is Mr. Joe Langfield, whose contact information is as follows:

Office phone: (208) 395-6866  
Cell phone (208) 841-2080  
e-mail: [Joe.Langfield@Albertsons.com](mailto:Joe.Langfield@Albertsons.com)

Although I cannot speak for Albertsons, I believe they expect to continue to be a good neighbor in Shelby. They simply have their own corporate requirements that the present Maintenance Agreement does not satisfy.

If the proposed termination is acceptable, please have the Mayor or other authorized person counter-sign this Letter Agreement in the space provided below and return it to me at your earliest convenience. If you have any questions, please contact Joe Langfield or my counsel, Steven Potts. Steven can be reached at (406) 452-0065.

Very truly yours,

O'Haires, Inc.

By Edgar L. O'Haire  
Ed O'Haire

The forgoing request for termination of the reference Agreement is hereby approved and accepted immediately as of this \_\_\_ day of March, 2018.

City of Shelby, Montana

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Mayor or other authorized representative

# **Exhibit A**

## MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of Sept, 2015, by and between **O'HAIRE, INC.**, a Montana corporation, whose address is c/o Ed O'Haire, PO Box 159, Vaughn, MT 59487, hereinafter referred to as "**O'HAIRE**" and the City of Shelby, a municipal corporation whose address is 112 1<sup>st</sup> St S, Shelby MT 59474, hereinafter referred to as "**CITY**";

### WITNESSETH:

WHEREAS, O'Haire is the owner of certain real property in Shelby, Montana and believes that beautification of a portion of the property can contribute to the value of the property as a whole; and

WHEREAS, the City is desirous of obtaining a "greenbelt" area on the property subject to this agreement for beautification of the city of Shelby' and

WHEREAS, the parties hereto have previously agreed that the City of Shelby would be allowed to construct a greenbelt area on the property which is the subject of this agreement and agree to maintain the same, said maintenance to be without cost to O'Haire;

NOW THEREFORE, in consideration of the following promises and agreements to be kept and performed by the parties and in consideration of the mutual benefits to be derived therefrom, it is agreed as follows:

- 1) 1. O'Haire agrees that the triangle tract of Lots 10-13 of Block 11, Shelby 2<sup>nd</sup> Addition to the townsite of Shelby, shall be used and kept as a "greenbelt" area on an annual basis. Either party may terminate this Lease by giving a 60 day's written notice.
2. City agrees to improve the "greenbelt" area described herein above, by planting trees, shrubs and grass on the same and installing an underground watering service all at the expense of the City of Shelby.
3. City further agrees to maintain the "greenbelt" area by providing water service to the same, mowing the same, clearing debris from the same, painting the same and providing general maintenance as necessary on an annual basis to keep the property in good visual condition.
4. O'Haire agrees that in exchange for the City agreeing to improve and maintain the "greenbelt" area as set forth above, O'Haire will allow the above described property to stay in a "greenbelt" condition on an annual basis and shall not use the premises for any other purposes, nor shall it interfere, remove or cause any damage to any improvements placed thereon by the City including, but not limited to, grass, trees and shrubs.

5. The parties hereto specifically agree that this agreement is not a transfer of the property from O'Haire to the City, nor is it a gift for income tax purposes but rather, is an agreement whereby O'Haire can have the property improved in an visual manner and the City can be guaranteed that its costs of such improvements will not be removed in the near future but will rather be allowed to remain on the property, undisturbed by O'Haire. This agreement is not to be construed as a transfer of property and O'Haire shall still remain responsible for taxes concerning the property.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year written herein above.

**O'HAIRE, INC.**

  
ED O'HAIRE, President

**CITY OF SHELBY**

  
LARRY J. BONDERUD, Mayor

**ATTEST:**

  
JADE GOROSKI, Finance Officer

# **Exhibit B**

## LICENSE AND INDEMNITY AGREEMENT

**THIS LICENSE AND INDEMNITY AGREEMENT** ("License") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **ABS MT-O LLC**, a Delaware limited liability company ("**Licensor**"), and the **City of Shelby**, a municipal corporation ("**Licensee**").

**WHEREAS**, Licensor owns a retail building and parking lot at 130 5<sup>th</sup> Avenue North, Shelby, Montana (the "**Store Premises**"); and

**WHEREAS**, Licensee desires to enter into a portion of the parking lot of the Store Premises shown as the "**Licensed Premises**" on **Exhibit "A"** attached hereto and incorporated herein for the sole purpose of providing and maintaining the existing greenbelt area and improvements thereon for the general use by the public;

**NOW, THEREFORE**, Licensor and Licensee agree as follows:

1. In consideration of the covenants herein made by Licensee, Licensor does hereby grant to Licensee the privilege and license to use the Licensed Premises for a period commencing on the date hereof and continuing until such time as this License is terminated pursuant to Section 6 below. Licensee may use the Licensed Premises for the sole purpose of (i) providing a greenbelt area e of the public and (ii) maintaining the Licensed Premises and the improvements thereon by providing water service thereto, mowing the same, clearing debris from the same, painting the same, and providing general maintenance as necessary to keep the Licensed Premises in good visual condition. Licensor agrees to waive a License Fee.
2. Licensee shall at all times during the term of this License (i) keep the Licensed Premises in a clean, neat and safe condition, (ii) prescribe and cause to be observed by all those using the Licensed Premises reasonable rules and regulations which Licensee may deem prudent (as approved by Licensor) for the protection of the public, including but not limited to safety rules and provisions prohibiting smoking and nuisances. Notwithstanding anything to the contrary herein, Licensee, and not Licensor, shall be obligated to provide all security services and measures necessary or appropriate for the safe and secure use of the Licensed Premises as contemplated by this License by the public. Licensor shall have no responsibility or obligations in connection with such safety or security. In addition, Licensee agrees that no sale, service, or consumption of alcoholic beverages will be permitted on or about the Licensed Premises.
3. Licensee shall indemnify and hold Licensor and its affiliates and subsidiaries harmless from and against any and all loss, damage, liability or claims (including, without limitation, costs and expense of litigation and reasonable attorneys' fees) (collectively, "Claims") arising from, or connected with this License or the use by anyone

of the Licensed Premises. Licensee hereby indemnifies, holds harmless and agrees to defend Licensor, its affiliates and subsidiaries from and against all claims, damages and expenses (including without limitation, reasonable attorney's fees and investigative and discovery costs) liabilities and judgments on account of damage to or theft of property occurring on the Licensed Premises arising out of the failure to provide any such security services or the failure to repair any such damages. Licensee's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this License, as to claims arising or accruing prior to the expiration or termination of this License.

4. Licensee shall maintain at its sole cost and expense at least the following insurance covering its obligations under this License and naming Licensor as an additional insured:

Commercial General Liability for injury to person and damage to property in an amount not less than Two Million Dollars (\$2,000,000) for each occurrence;

Comprehensive Commercial Automobile Liability for owned vehicles and for hired and non-owned vehicles in an amount not less than Two Million Dollars (\$2,000,000) for each accident; and

Workers' Compensation at statutory limits and Employer's Liability at limits not less than One Million Dollars (\$1,000,000).

Such insurance shall be issued by one or more responsible insurance carriers acceptable to Licensor and licensed to do business in Montana. Upon execution of this License, Licensee shall provide Licensor with a Certificate of Insurance which shall indicate all insurance coverage required by the provisions herein and which shall provide that Licensor shall be provided with thirty (30) days written notice prior to cancellation or modification of such policy.

5. This License may be terminated by either party for any reason in its sole and absolute discretion upon thirty (30) days written notice to the other party or (ii) immediately by Licensor in the event Licensee breaches this License. Licensee shall not be entitled to, and hereby waives, any claim of damages against Licensor for revocation or termination of this License, with or without cause.

6. Upon termination of this License, Licensee shall immediately, in a good, careful and workmanlike manner remove its property from the Licensed Premises, and return the Licensed Premises to Licensor in as good a condition as when received.

7. Licensee may not assign its rights under this License to any party without the prior express, written permission of Licensor.

8. All notices given pursuant to this License shall be in writing and shall be given by certified United States mail, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party as set forth below:

Licensor: ABS MT-O LLC  
Attn: Real Estate Law  
250 Parkcenter Blvd.  
Boise, ID 83726

Licensee: City of Shelby  
112 1<sup>st</sup> Street S  
Shelby, MT 59474

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

9. Licensee warrants and affirms to Licensor that any and all persons signing this License for Licensee are authorized and empowered to so sign and such signing by such person or persons does bind Licensee to all the terms, covenants and conditions of this License.

10. This License may be executed in counterparts and the parties agree that facsimile signatures will have the same force and effect as original signatures.

City of Shelby  
a municipal corporation

ABS MT-O LLC  
a Delaware limited liability company

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name: Bradley R. Beckstrom  
Title: Authorized Signatory

Exhibit A



Date: 2/28/2018

Time: 04:42 PM

Page 1 of 1

**Shelby City Court**  
Cases by Filing Date  
City  
All Case Types  
From 2/1/2018 to 2/28/2018  
All Judges

User: BALEXANDER

**Judge: Rapkoch, Peter**

Case	Filed	Entered	Party	Status
CV-865-2018-0000001-CA	2/8/2018	2/8/2018		Closed
TK-865-2018-0000016	2/2/2018	2/2/2018	Lelievre, Eric Joseph, Defendant	Pending
TK-865-2018-0000017	2/6/2018	2/6/2018	Burlison, Jenifer C, Defendant	Disposed
TK-865-2018-0000018	2/6/2018	2/6/2018	Bennett, Noble Anthony, Defendant	Pending
TK-865-2018-0000019	2/15/2018	2/15/2018	Stumpf, Roberta Goulet, Defendant	Closed
TK-865-2018-0000020	2/15/2018	2/15/2018	Sonju, Robert James, Defendant	Closed
TK-865-2018-0000021	2/15/2018	2/15/2018	Metha, Brenda, Defendant	Closed
TK-865-2018-0000022	2/21/2018	2/21/2018	Rivera, Ronald Heriberto, Defendant	Pending
TK-865-2018-0000023	2/23/2018	2/23/2018	Russell, Trinity Alexia, Defendant	Pending
TK-865-2018-0000024	2/23/2018	2/23/2018	Lamere, Nathan Rae, Defendant	Pending
TK-865-2018-0000025	2/28/2018	2/28/2018	Dubois, Shirley Carroll, Defendant	Pending
TK-865-2018-0000026	2/28/2018	2/28/2018	Seymour, Ashley Beth, Defendant	Pending
TK-865-2018-0000027	2/28/2018	2/28/2018	Cooper, Margaret Beth, Defendant	Pending

**Total cases for Rapkoch, Peter : 13**

**Total cases for report: 13**





























**Shelby City Court**  
 Receipts by Date  
 City  
 All Case Types  
 From 2/1/2018 to 2/28/2018

## All Judges

**2/26/2018**

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5151	01:06 PM	Criminal Payment Payor: Morris, Lance Bryan	.00	.00	.00	.00	.00	25.00	.00	.00	.00	.00
		TK-865-2017-0000075 Morris, Lance Bryan		61-5-102(1) [1]								
		25.00 Fine										
		<b>25.00</b>						Check Number: 23840470967				
5152	01:19 PM	Miscellaneous Payor: Court Diligence	.00	.00	.00	15.00	.00	.00	.00	.00	.00	.00
		15.00 Search Fee										
		<b>15.00</b>						Check Number: 7771				
5153	01:20 PM	Miscellaneous Payor: Court Diligence	.00	.00	.00	15.00	.00	.00	.00	.00	.00	.00
		15.00 Search Fee										
		<b>15.00</b>						Check Number: 7772				
5154	01:21 PM	Miscellaneous Payor: Court Diligence	.00	.00	.00	15.00	.00	.00	.00	.00	.00	.00
		15.00 Search Fee										
		<b>15.00</b>						Check Number: 7773				





City of Shelby

All Accounts	Monthly Bank Report -2/28/2018
First State Bank checking	1,753,849.50
Deposits in Transit - WAPA UB Utility Payment	0.00
BPCU resrticted/unrestricted	400,000.00
Payroll Taxes Unredeemed	<b>0.00</b>
BPCU Savings unrestricted	6,727.35
MT Board of Investments STIP - unrestricted & restricted	711,480.55
First State Bank CD Energy Share Fund - restricted	93,364.06
First State Bank CD Disaster Relief Fund - restricted	93,364.06
Security State Bank Trust - Landfill - restricted	386,576.14
US Bank Debt Service MultiModal-Water-restricted	0.00
US Bank Capital Interest MultiModal-Sewer-restricted	0.00
Petty Cash	1,350.00
<b>TOTAL</b>	<b>3,446,711.66</b>

City of Shelby  
2/28/2018

Fund #	Name	YTD Revenues	YTD Expenditures	YTD Over/(Under)
1000	General	947,467.27	860,466.31	87,000.96
2190	Comp Liability	8,182.50	13,130.75	-4,948.25
2260	Disaster-Flood Wlmsn Park	3,784.94	0.00	3,784.94
2310	Tax Increment Financing District	69,455.81	173,147.12	-103,691.31
2320	Economic Development	19,800.00	19,800.00	0.00
2370	PERS	8,539.70	0.00	8,539.70
2371	Health Insurance	16,462.07	0.00	16,462.07
2372	Permissive Levy	272.87	0.00	272.87
2395	Marias Valley Golf & Country Club	1,200.00	0.00	1,200.00
2396	Municipal Rec Pass Fund	0.00	0.00	0.00
2399	Revolving Loan Fund	19,885.45	0.00	19,885.45
2400	Street Lighting District	57,044.64	36,564.01	20,480.63
2500	Street Maintanance District	155,689.52	10,835.98	144,853.54
2550	2012 Sidewalk SID	28,349.68	5,463.75	22,885.93
2600	Park Maintanance District	23,516.99	2,616.25	20,900.74
2810	Police Pension & Training	0.00	0.00	0.00
2920	Trails Grant	15,000.00	0.00	15,000.00
2936	Williamson Bldg	28,500.00	10,445.05	18,054.95
3015	1991 Swimming Pool Bath House GOB	0.00	0.00	0.00
3035	Firehall Bond	58,874.02	7,442.50	51,431.52
3510	1992 Curb, Gutter, Side SID	0.00	0.00	0.00
4000	Capital Projects Fund	0.00	0.00	0.00
5210	Water	679,274.95	976,333.34	-297,058.39
5310	Sewer	1,217,757.19	891,967.26	325,789.93
5410	Solid Waste	550,016.51	508,987.14	41,029.37
5720	Storm Drainage	185,807.26	119,065.90	66,741.36
7060	Energy Share	739.57	170.00	569.57
7061	Disaster Relief	739.57	0.00	739.57
7110	Accommodations Tax	0.00	0.00	0.00
7120	Fire Relief Agency Fund	0.00	0.00	0.00
7199	Tourism Business Imp District (TBID)	39,751.00	0.00	39,751.00
7427	Specialty License Plate Fee	2,460.00	400.00	2,060.00
		\$ 4,138,571.51	\$ 3,636,835.36	501,736.15

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CITY OF SHELBY  
Vendor Summary Query by Date  
For claims processed from: 2/18 to 2/18

Page: 1 of 2  
Report ID: AP200S

Vendor #/Name	Amount	Last Paid Date
01388 3 RIVERS COMMUNICATIONS INC	1,147.62	03/06/18
02336 360 OFFICE SOLUTIONS	545.00	03/06/18
01806 ALARM SERVICE INC	35.00	03/06/18
01545 AMAZON.COM	545.09	03/07/18
01137 AQUA TECH LABORATORY	80.00	03/06/18
01438 BARRY DAMSCHEN CONSULTING LLC	1,975.00	03/06/18
00047 BEN TAYLOR INC	4,083.62	03/06/18
01549 BEST WESTERN HERITAGE INN	507.90	02/26/18
00088 CARQUEST AUTO PARTS	147.99	03/06/18
01601 CHEMSEARCH	267.08	03/06/18
01759 CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	1,380.06	03/06/18
01851 CT CLEANING	1,200.00	03/06/18
02306 DC FROST ASSOCIATES INC	3,800.00	03/06/18
01376 ESTOP BUSINESS LICENSES	280.00	03/06/18
01988 FIELDSTONE OFFICE SUPPLY	259.90	03/06/18
01124 FIRST INTERSTATE BANK	15,884.00	03/06/18
00111 FIRST STATE BANK	109.75	03/02/18
02339 GREATLAND CRANE INSPECTION INC	750.00	03/06/18
00213 HIGHLINE COMMUNICATIONS	210.25	03/06/18
01285 HUNT, WILLIAM E JR	5,000.00	03/06/18
01593 I-STATE TRUCK CENTER	149.47	02/26/18
01010 JERRYS RADIATOR SERVICE INC	85.00	03/06/18
01620 KADRMAS, LEE & JACKSON INC.	12,529.37	03/06/18
02179 KOHLES, SCOTT	179.99	03/06/18
00705 KOIS BROTHERS EQUIPMENT CO	299.00	03/06/18
01870 KUSTOM SERVICES	400.00	03/06/18
999998 LOREN D SKARTVED	87.00	03/06/18
01766 MAPS INC	395.00	03/06/18
00026 MARIAS RIVER ELECTRIC COOP INC	12,660.52	03/06/18
00027 MARKS TIRE & ALIGNMENT	151.16	03/06/18
01972 MELISSA LEWIS & ASSOCIATES LLC	3,000.00	03/06/18
01780 MONTANA BROOM & BRUSH	56.00	03/06/18
00512 MT DEPARTMENT OF ADMINISTRATION	145.00	03/06/18
01803 MT.GOV	103.25	02/27/18
02045 NAPA AUTO PARTS	1,483.46	03/06/18
02069 NATIONAL LAUNDRY CO	33.13	03/06/18
00037 NORTHWEST PIPE FITTINGS INC	850.00	03/06/18
02368 OPTUM	12.75	03/06/18
01700 ORKIN, INC	1,189.40	03/06/18
02109 PAYPAL	124.88	02/02/18
00039 PETTY CASHIER	47.00	03/06/18
01095 PETTY CASHIER-PUBLIC WORKS	61.69	03/06/18
00144 POSTMASTER	636.31	03/02/18
00309 PREFERRED OFFICE EQUIPMENT	987.56	03/06/18
01153 RAY'S REPAIR	175.50	03/06/18
00442 SHELBY AREA CHAMBER OF COMMERCE	6,000.00	03/06/18
00043 SHELBY GAS ASSOCIATION	7,023.60	03/06/18
02345 SHELBY HIGH SCHOOL WRESTLING	1,675.00	03/06/18
01866 SHELBY PAINT AND HARDWARE	376.81	03/06/18
00041 SHELBY PROMOTER	44.00	03/06/18
02424 STORAGE SENTER	186.62	03/06/18
01483 SWS EQUIPMENT	34,538.00	03/06/18

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CITY OF SHELBY  
Vendor Summary Query by Date  
For claims processed from: 2/18 to 2/18

Page: 2 of 2  
Report ID: AP2008

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Vendor #/Name	Amount	Last Paid Date
01805 SYSTEMS	413.64	03/06/18
01876 TITAN MACHINERY	118.52	03/06/18
00048 TOOLE COUNTY CLERK & RECORDER	52,723.13	03/06/18
00049 TRACTOR & EQUIPMENT CO	2,209.11	03/06/18
00276 TRI-CITY INTERLOCAL EQUIPMENT POOL	1,390.00	03/06/18
01486 USDA RURAL DEVELOPMENT	1,603.00	03/05/18
00400 UTILITIES UNDERGROUND LOCATION CENTER	10.92	03/06/18
02389 WELLS FARGO VENDOR FIN SERV	127.70	03/06/18
00539 YEAGLEY, JAMES H	800.00	03/06/18
01968 ZOMER TRUCK COMPANY	4,935.10	03/06/18
<b>Grand Total:</b>	<b>188,225.85</b>	

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2017-18  
Enterprise Funds Income, Expense

3/15/2018								
	Jan-18	notes		Feb-18	notes		Mar-18	notes
<b>Water</b>			<b>Water</b>			<b>Water</b>		
Income	89,452		Income	73,375		Income	0	
Expenses	-139,907	USDA semi annual debt payment 93629	Expenses	-48,636		Expenses	0	
<i>rev over/under</i>	<i>-50,454</i>		<i>rev over/under</i>	<i>24,740</i>		<i>rev over/under</i>	<i>0</i>	
<b>Sewer</b>			<b>Sewer</b>			<b>Sewer</b>		
Income	101,500	semi annual note receivable from general 44224	Income	53,485		Income	0	
Expenses	-73,951	USDA semi annual debt payment 40212	Expenses	-41,616		Expenses	0	
<i>rev over/under</i>	<i>27,550</i>		<i>rev over/under</i>	<i>11,869</i>		<i>rev over/under</i>	<i>0</i>	
<b>Solid Waste</b>			<b>Solid Waste</b>			<b>Solid Waste</b>		
Income	60,999		Income	70,952		Income	0	
Expenses	-49,825	0	Expenses	-99,858		Expenses	0	
<i>rev over/under</i>	<i>11,174</i>		<i>rev over/under</i>	<i>-28,905</i>		<i>rev over/under</i>	<i>0</i>	
<b>Storm Water</b>			<b>Storm Water</b>			<b>Storm Water</b>		
Income	30,246		Income	19,514		Income	0	
Expenses	-4,537		Expenses	-5,956		Expenses	0	
<i>rev over/under</i>	<i>25,710</i>		<i>rev over/under</i>	<i>13,558</i>		<i>rev over/under</i>	<i>0</i>	
	Oct-17			Nov-17			Dec-17	
<b>Water</b>		notes	<b>Water</b>		notes	<b>Water</b>		notes
Income	77,670		Income	77,189		Income	75,375	
Expenses	-46,689		Expenses	-242,222	semi annual debt payments	Expenses	-46,234	
<i>rev over/under</i>	<i>30,982</i>		<i>rev over/under</i>	<i>-165,033</i>		<i>rev over/under</i>	<i>29,140</i>	
<b>Sewer</b>			<b>Sewer</b>			<b>Sewer</b>		
Income	339,667		Income	427,283	bond proceeds	Income	56,178	
Expenses	-444,383	4th cell land acquisition/engineering/wetlands have received add'l bond proceeds in November	Expenses	-90,439	semi annual debt payments	Expenses	-41,669	
<i>rev over/under</i>	<i>-104,716</i>		<i>rev over/under</i>	<i>336,844</i>		<i>rev over/under</i>	<i>14,509</i>	
<b>Solid Waste</b>			<b>Solid Waste</b>			<b>Solid Waste</b>		
Income	85,512		Income	64,611		Income	66,002	
Expenses	-49,950		Expenses	-84,468	semi annual debt payments	Expenses	-49,869	
<i>rev over/under</i>	<i>35,562</i>		<i>rev over/under</i>	<i>-19,857</i>		<i>rev over/under</i>	<i>16,133</i>	
<b>Storm Water</b>			<b>Storm Water</b>			<b>Storm Water</b>		
Income	18,338		Income	20,814		Income	41,874	
Expenses	-85,841	wetlands and eng should be receiving proceeds in Dec	Expenses	-2,425		Expenses	-5,312	
<i>rev over/under</i>	<i>-67,503</i>		<i>rev over/under</i>	<i>18,388</i>		<i>rev over/under</i>	<i>36,562</i>	

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		<b>Water Fund</b>			
		<b>Feb-18</b>			
		<b>Current</b>	<b>YTD</b>	<b>Budget</b>	<b>Budget Avail</b>
<b>Revenue:</b>					
Charges for services		73,287.96	670,562.76	1,309,875.00	639,312.24
Misc		87.50	8,712.19	21,840.00	13,127.81
Investment ROI		0.00	0.00	100.00	100.00
Total Revenue		<b>73,375.46</b>	<b>679,274.95</b>	<b>1,331,815.00</b>	<b>652,540.05</b>
<b>Expenses</b>					
Audit		0.00	4,362.50	11,000.00	6,637.50
Community Development		1,838.29	14,607.49	23,848.00	9,240.51
Public Safety		4,910.00	36,808.77	60,000.00	23,191.23
Public Works		29,469.19	264,338.06	447,815.00	183,476.94
Admin Council		2,659.53	19,072.83	39,631.00	20,558.17
Admin Mayor		22.16	4,975.78	11,596.00	6,620.22
Legal		1,250.00	9,959.19	15,000.00	5,040.81
Newsletter		84.30	416.65	1,000.00	583.35
City Hall		271.65	2,037.04	4,598.00	2,560.96
Accounting & Coll		8,130.74	71,015.54	117,802.00	46,786.46
Interlocal Joint Venture		0.00	7,500.00	7,500.00	0.00
Liability Ins		0.00	13,130.75	14,135.00	1,004.25
Total Operating Exp		<b>48,635.86</b>	<b>448,224.60</b>	<b>753,925.00</b>	<b>305,700.40</b>
Net Before Debt Service		<b>24,739.60</b>	<b>231,050.35</b>	<b>577,890.00</b>	<b>346,839.65</b>
<b>Debt Service</b>					
Principal & Interest		0.00	518,102.75	518,105.00	2.25
Net After Debt		<b>24,739.60</b>	<b>-287,052.40</b>	<b>59,785.00</b>	
<b>Other Revenue</b>					
TSEP Grant		0.00	0.00	750,000.00	750,000.00
Humic/Devon		0.00	0.00	275,000.00	275,000.00
CDBG/EDA		0.00	0.00	1,072,000.00	1,072,000.00
Loans		0.00	0.00	750,000.00	750,000.00
Total					
Capital Expenditures		0.00	10,005.99	2,877,000.00	2,866,994.01
Net After Capital Expenditures			<b>-297,058.39</b>		

		<b>Sewer Fund</b>			
		<b>Feb-18</b>			
		<b>Current</b>	<b>YTD</b>	<b>Budget</b>	<b>Budget Avail</b>
<b>Revenue:</b>					
Charges for services		53,397.47	477,612.89	730,643.00	253,030.11
Misc		87.50	3,695.34	1,050.00	-2,645.34
Investment ROI		0.00	0.00	100.00	100.00
Total Revenue		<b>53,484.97</b>	<b>481,308.23</b>	<b>731,793.00</b>	<b>250,484.77</b>
<b>Expenses</b>					
Audit		0.00	4,362.50	11,000.00	6,637.50
Community Development		1,838.29	14,607.53	23,848.00	9,240.47
Public Safety		4,910.00	36,808.77	60,000.00	23,191.23
Public Works		18,207.60	125,450.90	218,099.00	92,648.10
Admin Council		2,659.53	19,072.84	39,631.00	20,558.16
Admin Mayor		22.16	4,975.79	10,846.00	5,870.21
Legal		1,250.00	9,959.21	15,000.00	5,040.79
Newsletter		84.30	416.67	1,000.00	583.33
City Hall		271.65	2,037.05	4,337.00	2,299.95
Accounting & Coll		7,299.54	64,036.34	106,034.00	41,997.66
Interlocal Joint Venture		0.00	7,500.00	7,500.00	0.00
Liability Ins		0.00	13,130.75	14,135.00	1,004.25
Total Operating Exp		<b>36,543.07</b>	<b>302,358.35</b>	<b>511,430.00</b>	<b>209,071.65</b>
Net Before Debt Service		<b>16,941.90</b>	<b>178,949.88</b>	<b>220,363.00</b>	<b>41,413.12</b>
<b>Debt Service</b>					
Principal & Interest		0.00	170,793.62	162,646.00	-8,147.62
Net After Debt		<b>16,941.90</b>	<b>8,156.26</b>	<b>57,717.00</b>	
<b>Other Revenue</b>					
SRF Loan Proceeds		0.00	648,000.00	4,200,000.00	3,552,000.00
Interfund Transfer in		0.00	88,448.96	88,449.00	0.04
Total					
Capital Expenditures		5,072.97	418,815.29	4,225,000.00	3,806,184.71
Net After Capital Expenditures bonds and transf		<b>11,868.93</b>	<b>325,789.93</b>		

		<b>Solid Waste</b>			
		<b>Feb-18</b>			
		<b>Current</b>	<b>YTD</b>	<b>Budget</b>	<b>Budget Avail</b>
<b>Revenue:</b>					
Charges for services		70,264.84	543,986.51	854,057.00	310,070.49
Misc		687.50	6,030.00	5,850.00	-180.00
Investment ROI		0.00	0.00	17,500.00	17,500.00
<b>Total Revenue</b>		<b>70,952.34</b>	<b>550,016.51</b>	<b>877,407.00</b>	<b>327,390.49</b>
<b>Expenses</b>					
Audit		0.00	4,362.50	11,000.00	6,637.50
Community Development		1,837.85	14,601.36	23,848.00	9,246.64
Public Safety		4,910.00	36,808.77	60,000.00	23,191.23
Admin Council		2,659.53	19,072.84	39,631.00	20,558.16
Admin Mayor		22.17	4,975.74	11,896.00	6,920.26
Legal		1,250.00	9,959.21	15,000.00	5,040.79
Newsletter		84.30	416.67	1,000.00	583.33
City Hall		271.64	2,037.03	4,337.00	2,299.97
Garbage Collection		40,934.28	87,786.41	106,117.00	18,330.59
Landfill		39,759.61	199,407.25	327,474.00	128,066.75
Acct & Coll		8,128.44	72,065.30	125,418.00	53,352.70
Liability Ins		0.00	13,130.75	14,135.00	1,004.25
<b>Total Operating Exp</b>		<b>99,857.82</b>	<b>464,623.83</b>	<b>739,856.00</b>	<b>275,232.17</b>
<b>Net Before Debt Service</b>		<b>-28,905.48</b>	<b>85,392.68</b>	<b>137,551.00</b>	<b>52,158.32</b>
<b>Debt Service</b>					
Principal & Interest		0.00	44,363.26	109,291.00	64,927.74
<b>Net After Debt</b>		<b>-28,905.48</b>	<b>41,029.42</b>	<b>28,260.00</b>	
<b>Other Revenue</b>					
Cat Loan		0.00	0.00	345,000.00	345,000.00
Interfund Transfer in		0.00	0.00	0.00	0.00
<b>Total</b>					
<b>Capital Expenditures</b>		<b>0.00</b>	<b>0.00</b>	<b>370,000.00</b>	<b>370,000.00</b>
<b>Net After Capital Expenditures</b>			<b>41,029.42</b>		