

03/30/17
12:39:45

CITY OF SHELBY
Claims on Hold
For the Accounting Period: 3/17

Page: 14 of 18
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
*** Claim from another period (6/15) ****									
141149		01620 KADRMAS, LEE & JACKSON INC.		276,341.41					
1	10030790	10/12/14 Storm Water-Survey		79,337.67			5720 430246	950 2283	101000
2	10030790	10/12/14 Storm Water-PM & Permitting		59,951.60			5720 430246	950 2283	101000
3	10030790	10/12/14 Storm Water-Design & Plan		116,227.38			5720 430246	950 2283	101000
4	10030790	10/12/14 Storm Water-Environmental		12,439.65			5720 430246	950 2283	101000
5	10030790	10/12/14 Storm Water-Cultural		8,385.11			5720 430246	950 2283	101000
*** Claim from another period (6/15) ****									
141150		01620 KADRMAS, LEE & JACKSON INC.		172,508.29					
1	10034253	11/10/14 Storm Water-Survey		8,944.81			5720 430246	950 2283	101000
2	10034253	11/10/14 Storm Water-PM & Permitting		22,197.75			5720 430246	950 2283	101000
3	10034253	11/10/14 Storm Water-Design & Plan		122,450.28			5720 430246	950 2283	101000
4	10034253	11/10/14 Storm Water-Environmental		1,917.79			5720 430246	950 2283	101000
5	10034253	11/10/14 Storm Water-Cultural		1,847.66			5720 430246	950 2283	101000
6	10034253	11/10/14 Storm Water-Geotechnical		15,150.00			5720 430246	950 2283	101000
*** Claim from another period (6/15) ****									
141151		01620 KADRMAS, LEE & JACKSON INC.		41,139.92					
1	10036953	12/08/14 Storm Water-PM & Permitting		26,237.41			5720 430246	950 2283	101000
2	10036953	12/08/14 Storm Water-Design & Plan		13,362.39			5720 430246	950 2283	101000
3	10036953	12/08/14 Storm Water-Construction Adm		1,540.12			5720 430246	950 2283	101000
*** Claim from another period (6/15) ****									
141152		01620 KADRMAS, LEE & JACKSON INC.		43,194.63					
1	10041641	01/30/15 Storm Water-Survey		5,262.44			5720 430246	950 2283	101000
2	10041641	01/30/15 Storm Water-PM & Permitting		28,567.44			5720 430246	950 2283	101000
3	10041641	01/30/15 Storm Water-Design & Plan		1,456.80			5720 430246	950 2283	101000
4	10041641	01/30/15 Storm Water-Environmental		4,766.23			5720 430246	950 2283	101000
5	10041641	01/30/15 Storm Water-Cultural		945.01			5720 430246	950 2283	101000
6	10041641	01/30/15 Storm Water-Construction Adm		2,196.71			5720 430246	950 2283	101000
*** Claim from another period (6/15) ****									
141153		01620 KADRMAS, LEE & JACKSON INC.		10,270.74					
1	10043505	02/17/15 Storm Water-Survey		622.40			5720 430246	950 2283	101000
3	10043505	02/17/15 Storm Water-Design & Plan		223.79			5720 430246	950 2283	101000
4	10043505	02/17/15 Storm Water-Environmental		3,202.29			5720 430246	950 2283	101000
5	10043505	02/17/15 Storm Water-Cultural		78.03			5720 430246	950 2283	101000
6	10043505	02/17/15 Storm Water-Construction Adm		6,144.23			5720 430246	950 2283	101000
*** Claim from another period (6/15) ****									
141154		01620 KADRMAS, LEE & JACKSON INC.		7,703.15					
1	10044452	03/06/15 Storm Water-Design & Plan		532.98			5720 430246	950 2283	101000
2	10044452	03/06/15 Storm Water-Environmental		1,642.18			5720 430246	950 2283	101000
3	10044452	03/06/15 Storm Water-Construction Adm		4,479.70			5720 430246	950 2283	101000
4	10044452	03/06/15 Storm Water-RPR		1,048.29			5720 430246	950 2283	101000

03/30/17
12:39:45

CITY OF SHELBY
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Page: 15 of 18
Report ID: AP100

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*** Claim from another period (6/15) ****									
141155		01620 KADRMAS, LEE & JACKSON INC.		6,600.71					
1	10046318	04/06/15 Storm Water-Design & Plan		692.85			5720 430246	950 2283	101000
2	10046318	04/06/15 Storm Water-Environmental		297.96			5720 430246	950 2283	101000
3	10046318	04/06/15 Storm Water-Construction Adm		5,518.75			5720 430246	950 2283	101000
4	10046318	04/06/15 Storm Water-RPR		91.15			5720 430246	950 2283	101000
*** Claim from another period (6/15) ****									
141156		01620 KADRMAS, LEE & JACKSON INC.		10,694.14					
1	10048536	05/06/15 Storm Water-Design & Plan		213.18			5720 430246	950 2283	101000
2	10048536	05/06/15 Storm Water-Environmental		280.32			5720 430246	950 2283	101000
3	10048536	05/06/15 Storm Water-Construction Adm		10,018.33			5720 430246	950 2283	101000
4	10048536	05/06/15 Storm Water-RPR		182.31			5720 430246	950 2283	101000
*** Claim from another period (6/15) ****									
141157		01620 KADRMAS, LEE & JACKSON INC.		3,390.51					
1	10050976	06/08/15 Storm Water-Design & Plan		171.63			5720 430246	950 2283	101000
2	10050976	06/08/15 Storm Water-Environmental		141.88			5720 430246	950 2283	101000
3	10050976	06/08/15 Storm Water-Construction Adm		3,077.00			5720 430246	950 2283	101000
*** Claim from another period (6/15) ****									
141158		01620 KADRMAS, LEE & JACKSON INC.		17,749.68					
1	10015698	04/21/14 Wastewater PER Preparation		17,749.68			5310 430601	950 2282	101000
*** Claim from another period (6/15) ****									
141159		01620 KADRMAS, LEE & JACKSON INC.		6,399.54					
1	10017369	05/14/14 Wastewater PER Preparation		6,399.54			5310 430601	950 2282	101000
*** Claim from another period (6/15) ****									
141160		01620 KADRMAS, LEE & JACKSON INC.		5,850.78					
1	10020717	06/16/14 Wastewater PER Preparation		5,850.78			5310 430601	950 2282	101000
*** Claim from another period (6/15) ****									
141163		01620 KADRMAS, LEE & JACKSON INC.		3,135.65					
1	10030936	10/14/14 WW Treatment Design		3,135.65			5310 430601	950 2282	101000
*** Claim from another period (6/15) ****									
141164		01620 KADRMAS, LEE & JACKSON INC.		2,428.53					
1	10030937	10/14/14 WW Treatment Design		2,428.53			5310 430601	950 2282	101000
*** Claim from another period (6/15) ****									
141165		01620 KADRMAS, LEE & JACKSON INC.		16,227.63					
1	10035227	11/17/14 WW Treatment Design		16,196.18			5310 430601	950 2282	101000
2	10035227	11/17/14 WW-Bidding/Construction/RPR		31.45			5310 430601	950 2282	101000
*** Claim from another period (6/15) ****									
141166		01620 KADRMAS, LEE & JACKSON INC.		21,003.84					
1	10037423	12/08/14 WW Treatment Design		21,003.84			5310 430601	950 2282	101000
*** Claim from another period (6/15) ****									
141167		01620 KADRMAS, LEE & JACKSON INC.		84,776.99					
1	10041640	01/30/15 WW Treatment Design		84,776.99			5310 430601	950 2282	101000

03/30/17
12:39:45

CITY OF SHELBY
Claims on Hold
For the Accounting Period: 3/17

Page: 16 of 18
Report ID: AP100

* ... Over spent expenditure

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*** Claim from another period (6/15) ****									
141168		01620 KADRMAS, LEE & JACKSON INC.		51,331.17					
1	10043592	02/18/15 WW Treatment Design		51,331.17			5310 430601	950 2282	101000
*** Claim from another period (6/15) ****									
141169		01620 KADRMAS, LEE & JACKSON INC.		40,849.24					
1	10044903	03/10/15 WW Treatment Design		33,315.81			5310 430601	950 2282	101000
2	10044903	03/10/15 WW-Bidding/Construction/RPR		7,533.43			5310 430601	950 2282	101000
*** Claim from another period (6/15) ****									
141170		01620 KADRMAS, LEE & JACKSON INC.		13,599.89					
1	10047335	04/15/15 WW Treatment Design		1,053.39			5310 430601	950 2282	101000
2	10047335	04/15/15 WW-Bidding/Construction/RPR		12,546.50			5310 430601	950 2282	101000
*** Claim from another period (6/15) ****									
141171		01620 KADRMAS, LEE & JACKSON INC.		5,874.87					
1	10048620	05/07/15 WW Treatment Design		36.11			5310 430601	950 2282	101000
2	10048620	05/07/15 WW-Bidding/Construction/RPR		5,838.76			5310 430601	950 2282	101000
*** Claim from another period (8/15) ****									
150140		01620 KADRMAS, LEE & JACKSON INC.		6,827.67					
1	10052239	07/07/15 Storm Water-Construction Adm		6,827.67			5720 430246	950 2283	101000
*** Claim from another period (8/15) ****									
150141		01620 KADRMAS, LEE & JACKSON INC.		1,671.27					
1	10054827	08/12/15 Storm Water-Environmental		255.85			5720 430246	950 2283	101000
2	10054827	08/12/15 Storm Water-Construction Adm		1,661.58			5720 430246	950 2283	101000
3	10054826	08/12/15 Storm Water-Construction Adm		-246.16			5720 430246	950 2283	101000
*** Claim from another period (9/15) ****									
150225		01620 KADRMAS, LEE & JACKSON INC.		1,442.14					
1	10056501	09/08/15 Storm Water-Construction Adm		1,442.14			5720 430246	950 2283	101000
*** Claim from another period (9/15) ****									
150248		01620 KADRMAS, LEE & JACKSON INC.		950.77					
1	10056686	09/10/15 WW Treatment Design		950.77			5310 430601	950 2282	101000
*** Claim from another period (5/16) ****									
150956		01620 KADRMAS, LEE & JACKSON INC.		18,700.25					
1	10068069	04/20/16 Humic Water Main Extension		18,700.25			5210 430500	950 2284	101000
*** Claim from another period (5/16) ****									
150957		01620 KADRMAS, LEE & JACKSON INC.		6,058.57					
1	10068070	04/20/16 Humic Water Main Extension		6,058.57			5210 430500	950 2284	101000
*** Claim from another period (5/16) ****									
150958		01620 KADRMAS, LEE & JACKSON INC.		7,935.90					
1	10068071	04/20/16 Humic Water Main Extension		7,935.90			5210 430500	950 2284	101000
*** Claim from another period (5/16) ****									
150965		01620 KADRMAS, LEE & JACKSON INC.		540.33					
1	10069189	05/13/16 Humic Water Main Extension		540.33			5210 430500	950 2284	101000

03/30/17
12:39:46

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Claims on Hold
For the Accounting Period: 3/17

Page: 17 of 18
Report ID: AP100

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*** Claim from another period (5/16) ****										
150966		01620 KADRMAS, LEE & JACKSON INC.		3,294.50						
1	10069190	05/13/16 Humic Water Main Extension		3,294.50			5210 430500	950	2284	101000
*** Claim from another period (5/16) ****										
150967		01620 KADRMAS, LEE & JACKSON INC.		1,555.29						
1	10069191	05/13/16 Humic Water Main Extension		1,555.29			5210 430500	950	2284	101000
*** Claim from another period (6/16) ****										
151055		01620 KADRMAS, LEE & JACKSON INC.		4,561.75						
1	10071000	06/27/16 Humic Water Main Extension		4,561.75			5210 430500	950	2284	101000
*** Claim from another period (10/16) ****										
160318		02302 BARNES & THORNBURG LLP		33,000.00						
1	10/24/16	Legal Services-Storm Drainage		33,000.00			5720 430246	950	2283	101000
*** Claim from another period (12/16) ****										
160450		01620 KADRMAS, LEE & JACKSON INC.		23,234.62						
1	10076995	11/09/16 Storm Water-Design & Plan		63.68			5720 430246	950	2283	101000
2	10076995	11/09/16 Storm Water-Environmental		254.18			5720 430246	950	2283	101000
3	10076995	11/09/16 Storm Water-Construction Adm		22,916.76			5720 430246	950	2283	101000
*** Claim from another period (12/16) ****										
160451		01620 KADRMAS, LEE & JACKSON INC.		594.11						
1	10078377	12/08/16 Storm Water-Construction Adm		594.11			5720 430246	950	2283	101000
*** Claim from another period (1/17) ****										
160514		01620 KADRMAS, LEE & JACKSON INC.		1,987.13						
1	10079542	01/10/17 Humic Water Main Extension		1,987.13			5210 430501	950	2284	101000
			# of Claims	76	Total:	953,425.61				

MINUTES OF THE PARK & RECREATION COMMITTEE
Held at City Hall
March 27, 2017

In attendance: Larry Bonderud, Deb Clark, Cindy Florez, Lyle Kimmet and Eric Tokerud.

Forestry/Tree Board

Tree City Celebration: A conference call was held with DNRC –Forestry Division officials to coordinate the 2017 Montana Tree City celebration. The Governor will visit Shelby on Friday, May 12th. He will be here from 11:00 to 11:45.

Lorette asked if the schools could be involved in order for students to meet our Governor. The school district was very responsive and a meeting was held to plan the day. The celebration will take place at the Shelby Football Field (weather permitting) ~ SHS Gym otherwise. The agenda of events is attached. The city crew will need to order 2 additional trees for tree planting that morning which DNRC will pay for. The Toole County Conservation District and DNRC will also provide seedlings for students and community members as part of the celebration.

Champions Park: We received 2 bids for tree purchases. The 2 nurseries were Forde Nursery and Transa-Tree of Great Falls. Forde Nursery was the low bidder. The tree numbers and species will be determined after we have a budget established for planting supplies. We have also asked for prices for shrubs, grasses and perennials that will also be planted as part of the landscaping. Crossroads Correctional Center generously donated to the purchase of these for Champions Park. The city crew will transport the trees, supplies and other landscaping materials for planting.

Main Street: Three trees will be replaced on Main Street. These funds will come from Arbor Day grant funding.

Shelby Swimming Pool: I am very grateful to Kari Hoover and Mayor Bonderud for allowing the class winners of the recycling challenge and Bike to School Day to receive pool parties the last week of school.

RECREATION DIRECTOR REPORT, 3/27/2017

1. The light fixture in the storage room was replaced. The chain on the door in the toddler room was replaced and the TV's were changed out. The bench in the weight room was repaired. Thank you city crew!!
2. We started our 7pm classes Mondays is yoga and Wednesdays is spinning.
3. The next Blood Draw is Thursday April 13th from noon through 6pm.
4. The Pinewood Derby will be using the old Middle School gym on Saturday April 29th from 8am to 3:30pm.
5. I will be doing 6am classes again this summer starting in June. Last day of school is Thursday June 1st.
6. What day will the pool open? Will the splash park open sooner?

Submitted by:

Tammy Pederson

ORDINANCE NO. 831

AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION),
CHAPTER 12 (SCHEDULE OF FEES), SECTION 1 (BUSINESS
LICENSE FEES) (1-12-1) OF THE SHELBY MUNICIPAL CODE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SHELBY, MONTANA that
Title 1, Chapter 12, Section 1 of the Shelby Municipal Code shall be amended as follows:

1-12-1: BUSINESS LICENSE FEES

- C. Itinerant Vendors: For itinerant vendors the fee is \$25.00 for a period of 90 days from the date the license is issued.
- D. Transient Retail Merchants: For transient retail merchants the fee is \$25.00 for a period of one week.

FIRST, passed and approved by the Council of the City of Shelby, Montana this
21st day of February, 2017.

Larry J. Bonderud, Mayor

Attest:

Jade Goroski, City Finance Officer

*FINALLY, passed and approved by the Council of the City of Shelby, Montana this 6th
day of March, 2017.*

Larry J. Bonderud, Mayor

Attest:

Jade Goroski, City Finance Officer

RESOLUTION NO. 1952

A RESOLUTION ANNEXING PROPERTY INTO THE
MUNICIPAL LIMITS OF THE CITY OF SHELBY

WHEREAS, the City of Shelby, Montana, is the owner in fee simple absolute of certain real property located in Toole County, Montana, to wit:

13th Street South (remaining portion not annexed as shown on Certificate of Survey No. 2014-4, recorded as Document 370785 on 12/05/2014

and further described in Exhibit B, attached to this Resolution

WHEREAS, that certain real property hereinabove described is contiguous to, but outside of the exterior boundaries of the City of Shelby; and

WHEREAS, pursuant to Section 7-2-4403, Mont. Code Ann (2015), the duly elected Mayor of the City of Shelby requests annexation of that certain real property hereinabove described (attached as Exhibit A).

FURTHER, this resolution shall be incorporated into the minutes of the city council of the City of Shelby.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA;

That certain real property hereinabove described, owned by the City of Shelby, is hereby annexed into the municipal limits of the City of Shelby.

1. The boundaries of the City of Shelby are extended to include that certain real property hereinabove described; and
2. This tract shall be zoned the same as the north adjoining property owners and included in Ward 1 for voting purposes.

PASSED AND ADOPTED by the city council of the City of Shelby, Montana, this 3rd day of April, 2017.

LARRY J. BONDERUD, MAYOR

ATTEST:

JADE GOROSKI, FINANCE OFFICER

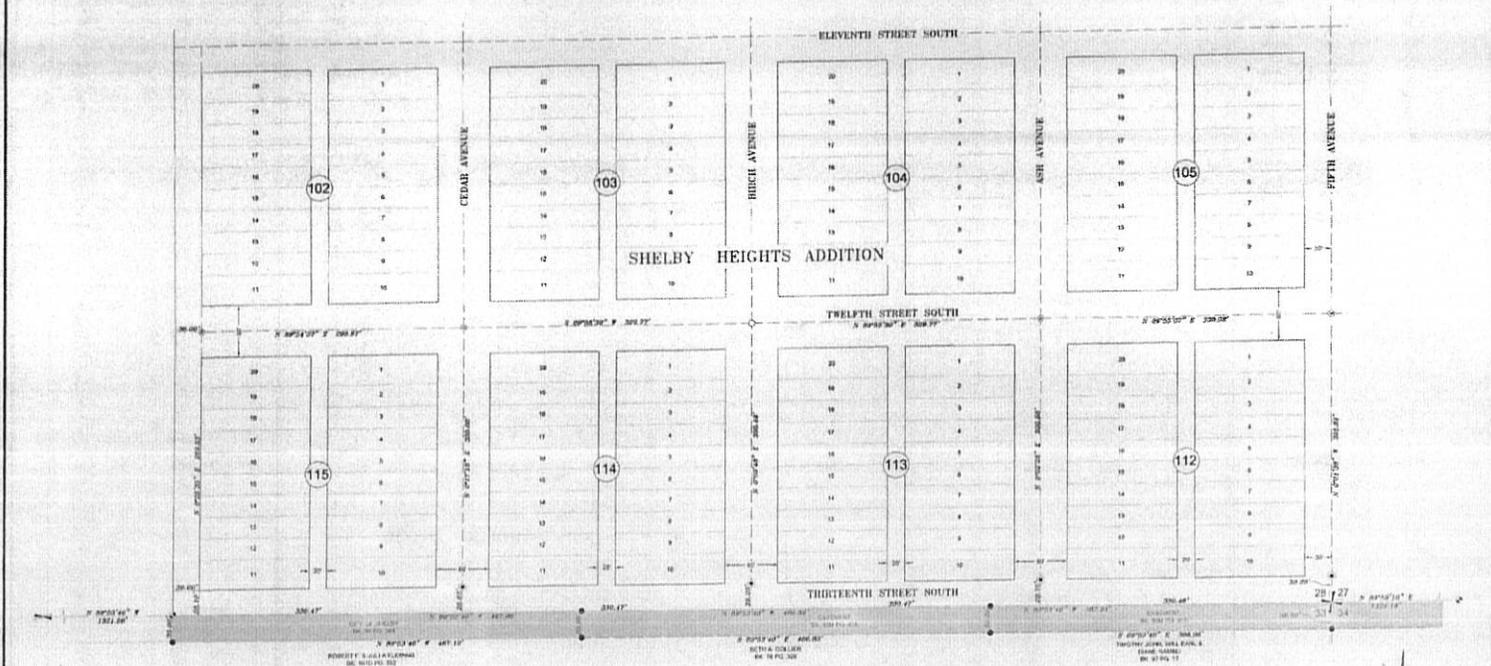
CERTIFICATE OF SURVEY

LOCATED IN: SW 1/4 OF SEC. 27, SW 1/4 SEC. 28, NE 1/4 SEC. 33, & NW 1/4

SEC. 34, T. 32 N., R. 2 W., P. 4 MONTANA, TOOLE COUNTY

PURPOSE: RE-SETTING DISTURBED CORNERS AFTER THE CONSTRUCTION OF 13TH STREET (SEE NOTATION BELOW)

COMMISSIONED BY: CITY OF SHELBY



LEGEND

- 1 CORNER, 2x4" BEAR, DEPOSED DURING CONSTRUCTION BY 13TH STREET, NO-IMP 2"x4" BEAR W/ 8" ALUMINUM CAP (TYPICAL FOR CORNER MARKS)
- 2 CORNER, 2x4" BEAR
- 3 4x4 CORNER WITH ORIGINAL STONE CORNER MARKER WITH "C", DEPOSED DURING CONSTRUCTION OF 13TH STREET, RE-SET WITH 2"x4" BEAR W/ 8" ALUMINUM CAP (TYPICAL FOR CORNER MARKS)
- 4 4x4 ORIGINAL STONE CORNER MARKER WITH "A", SET BEAR DIRECTLY EAST OF STONE
- 5 ORIGINAL STONE, DEPOSED DURING CONSTRUCTION OF 13TH STREET, SET 2' x 2" x 24" BEAR W/ YELLOW PLASTIC CAP (TYPICAL)
- 6 2" x 4" BEAR, DEPOSED DURING CONSTRUCTION OF 13TH STREET, RE-SET 2' x 2" x 24" BEAR W/ YELLOW PLASTIC CAP (TYPICAL)
- 7 4x4'S POSITION, SETTING WOULD BE SET

NOTATIONS

1. ALL DISTURBED CORNER PRESERVATION: (1) A PUBLIC OR PRIVATE ENTITY OR PERSON SHALL WITHIN THIRTY (30) DAYS OF THE DATE OF THIS SURVEY OR THE DATE OF THE COMMENCEMENT OF ANY ACTIVITY THAT WILL OR IS LIKELY TO DISTURB OR DESTROY A MONUMENT OR THE ACCESSORIES TO A MONUMENT, REQUIRE THE FOLLOWING ACTS TO BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR AS DEFINED IN 7-02-110, UNLESS A QUALIFIED PERSON UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL LAND SURVEYOR (A) LOCATE AND REFERENCE THE MONUMENT OR THE ACCESSORIES TO THE MONUMENT; AND (B) FILE A CORNER RECORD SHOWING THE LOCATION OF THE REFERENCE TO THE MONUMENT OR TO THE ACCESSORIES TO THE MONUMENT AS REQUIRED BY 70-22-104 AND 70-22-105.

2. IF A PUBLIC OR PRIVATE ENTITY OR PERSON SHALL WITHIN THIRTY (30) DAYS OF THE DATE OF THIS SURVEY OR THE DATE OF THE COMMENCEMENT OF ANY ACTIVITY THAT WILL OR IS LIKELY TO DISTURB OR DESTROY A MONUMENT OR THE ACCESSORIES TO A MONUMENT, REQUIRE THE FOLLOWING ACTS TO BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR AS DEFINED IN 7-02-110, UNLESS A QUALIFIED PERSON UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL LAND SURVEYOR: (A) LOCATE AND REFERENCE THE MONUMENT OR THE ACCESSORIES TO THE MONUMENT, USING THE REFERENCES ESTABLISHED IN SUBSECTION (1)(B) AND (B) FILE A CORNER RECORD OR CERTIFICATE OF SURVEY AS REQUIRED BY 70-22-104 AND 70-22-105.

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF MONTANA, DO HEREBY CERTIFY THAT THIS CERTIFICATE OF SURVEY WAS SURVEYED UNDER MY SUPERVISION AND CONTROL AND ACCORDING TO THE ACCURACY AND PRECISION REQUIRED BY THE MONTANA SURVEYING AND PLATTING ACT, SECTION 7-02-101 THROUGH 7-02-114, MCA, AND THE TOOLE COUNTY SUBDIVISION REGULATIONS.

DATED THIS 12th DAY OF JANUARY, 2014.

BY: *[Signature]*

MICHAEL J. HODGE, P.L.S.
MONTANA REG. NO. 17794LS

CERTIFICATE OF CLERK AND RECORDER

FILED FOR RECORD 3 DAY OF December
2014 at 8:15 a.m.

[Signature]
Toni A. Rader, Deputy

CLERK AND RECORDER, CITY OF SHELBY, MONTANA

BASED ON BEARING
DETERMINED NORTH BASED ON
GPS OBSERVATIONS

ALL DISTANCES MEASURED
ON-GROUND UNLESS OTHERWISE STATED



KL 10/16/14



2700 Airport Road,
Suite 10, Helena,
MT 59601
(406) 448-7784
www.klmg.com

NO.	DATE	REVISION
1	11/06/2014	ISSUED FOR RECORD

NO.	DATE	REVISION
1	11/06/2014	ISSUED FOR RECORD

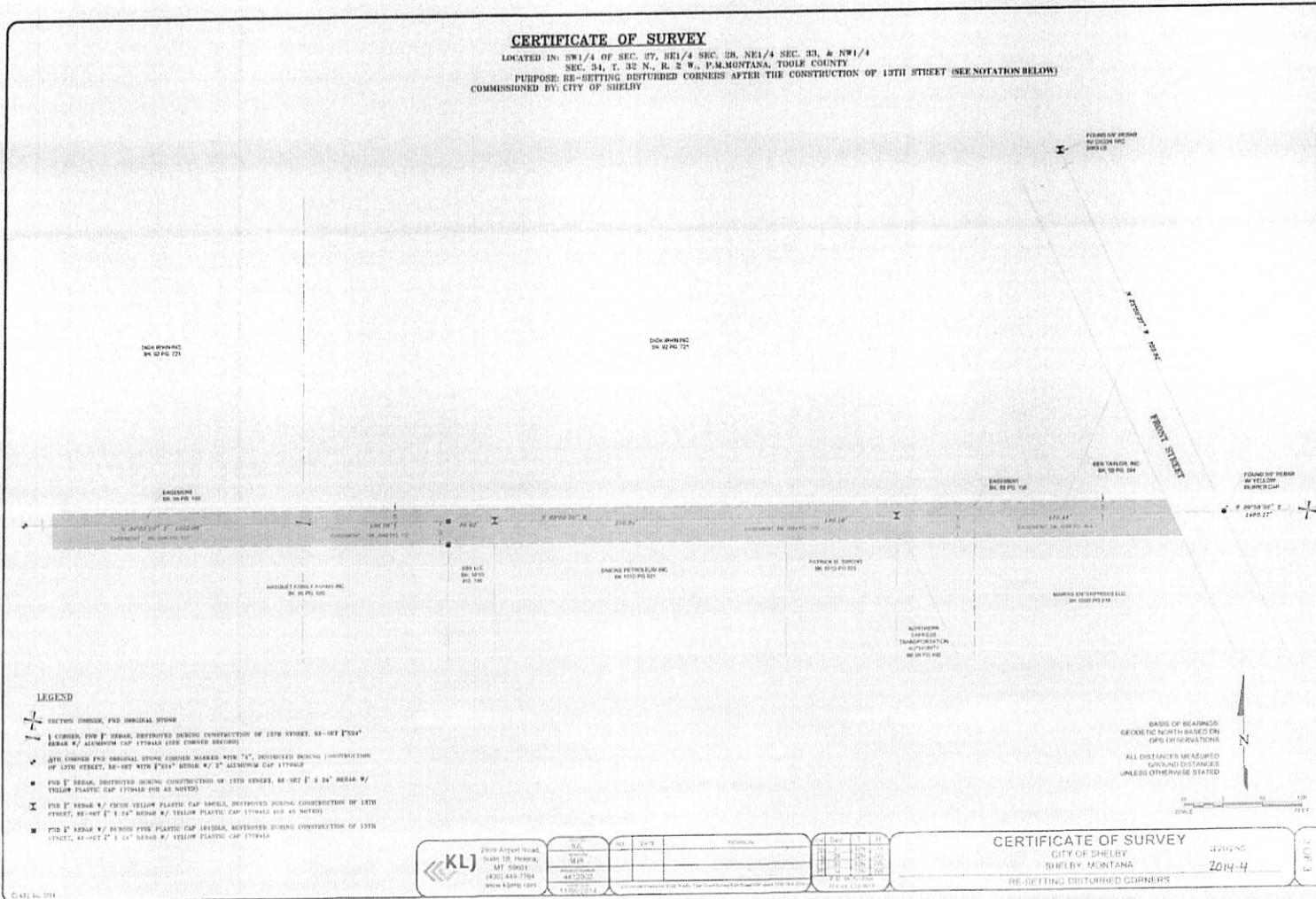
CERTIFICATE OF SURVEY

CITY OF SHELBY
SHELBY, MONTANA

370245
2014-4

RE-SETTING DISTURBED CORNERS

P. 2 OF 3



AMENDMENT NO. 17

CITY OF SHELBY LANDFILL ENGINEERING CONSULTING SERVICES

The Original Consultant Agreement for Professional Services (Agreement) between the City of Shelby, (Owner) and Barry Damschen Consulting, LLC (Consultant) for the period of January 1, 2003 through December 31, 2003 shall be amended to provide the same consulting services for the period of January 1, 2017 through December 31, 2017.

FEE

The Consultant shall conduct the work for the Lump Sum Fee of \$7,900.00. The Consultant shall invoice the Owner one fourth of the total fee on a quarterly basis.

This Owner and Consultant hereby agree to this Amendment.

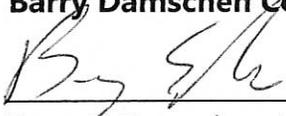
City of Shelby, Montana

Mayor

Attest

Date

Barry Damschen Consulting, LLC



Barry E. Damschen, P.E.
Owner

3-8-17

Date

BUY - SELL AGREEMENT

1. RECITALS

- 1.1. CITY OF SHELBY, of 112 1st St. South, Shelby, Montana 59474, (hereinafter called "Seller") agrees to sell, and CAROUSEL REST AREA OF SHELBY, INC., of P. O. Box _____ Shelby, Montana 59474 (hereinafter called "Buyer") agrees to buy the following described real property (hereinafter referred to as "Property") located in Toole County, Montana, to wit:

Lots 16, 17, and 18, Block 3, Johnson's Second Addition
to the City of Shelby

(3 lots adjacent to Champions Park)

1.2. **Included in the sale are:**

- 1.2.1. All interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, and all improvements thereon.
- 1.2.2. **REAL PROPERTY:** All existing permanently installed buildings, fixtures, and fittings that are attached to the Property are included in the purchase price.

2. PURCHASE PRICE AND TERMS

- 2.1 Total purchase price is Twenty-Two Thousand Five Hundred U.S. Dollars and No/100 (\$22,500 USD).
- 2.2 payable as follows: \$22,500.00 USD by cash at the time of closing.
- 2.3 **CLOSING COSTS:** _____ shall pay all closing costs including attorney fees, recording fees, and title insurance.
- 2.4 **PROPERTY TAXES AND ASSESSMENTS:** _____ will pay any Montana real property taxes now due and owing.
- 2.5 **CLOSING DATE:** The date of closing shall be at the convenience of Buyer. Seller need not be present at the closing, if he has executed this Agreement and Warranty Deed.
- 2.6 **POSSESSION:**
- 2.6.1 Seller shall deliver to Buyer possession of the property when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase.
- 2.6.2 Buyer may occupy and begin improvements on the property upon execution of this Agreement.

3. PROPERTY DISCLAIMER

- 3.1 The subject real property and any buildings, structures and improvements thereon is/are being sold on an "AS IS" and "WHERE IS" basis and condition as of the date hereof. Except as specifically set forth in this Agreement, no representations or

Commented [BH1]: Legal description may change once I receive the vesting deeds and/or title commitment. The title company is over loaded with work and there's some delay. But, it'll be Lots 16, 17, and 18.

Commented [BH2]: No buildings. This is boiler plate.

Commented [BH3]: Closing costs should only be the title insurance and recording fees. Probably around \$250. But, if for some reason, there's a separate commitment for one or more of the lots, the cost will increase.

Commented [BH4]: Should be no taxes due since this property is currently owned by a local gov't. Carousel, as the owner, will have property taxes in the future.

Commented [BH5]: Closing date will be once I get the title commitment from the title company AND any defects in the title have been removed. I'm unaware of any defects. It should be clear.

Commented [BH6]: I understand that Carousel wants to begin work immediately. There's always a risk that the title commitment will show a problem which could delay or prevent conveyance of the property to Carousel. This could put any improvements at risk. I think the risk is very small, but be aware. See 5.6.4.

Seller initials

Page 1 of 5

Buyers initials

warranties of any kind, either express or implied (including without limitation no warranty as to fitness or merchantability) have been made or are made, and no responsibility has been or is assumed by Seller as to the condition or repair of the subject real property, or the value, expense or operation or income potential thereof. Buyer has examined the subject real property and all buildings, structures and improvements thereon, if familiar with the physical condition thereof, and is accepting said real property in "AS IS" and "WHERE IS" condition.

- 3.2 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.
- 3.3 **CITY OF SHELBY WEED ORDINANCE:** The City of Shelby requires owners of property located within the limits of Shelby to control weeds. The City's notice that a property is out of compliance with excessive weeds is by posting a sign on the property and does not require notice by mail or telephone. The property owner has five days from posting to mow. After five days, the City may enter the property to mow. In extreme circumstances, the City may not notice whatsoever and enter immediately the property to mow. The City will bill for mowing and bills are generally very expensive. If the owner fails to pay the mowing bill, the City will place a lien on the property.
- 3.4 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the area.

4. CONTINGENCIES: NONE

5. ADDITIONAL PROVISIONS

- 5.1. **CONVEYANCE:** The Seller shall convey the Property by Warranty Deed to Buyer. Seller does warrant that the title to this property is free from liens (including past due utilities), judgments, delinquent property taxes, and encumbrances.
- 5.2. **WATER and SEWER:** The Property is served by City water and sewer. Seller does not warrant the condition of the water and sewer lines.
- 5.3. **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.
- 5.4. **SPECIAL IMPROVEMENT DISTRICTS:** All Special Improvement Districts (including rural SIDs), including those that have been noticed to Seller by City/County but not yet spread or currently assessed shall be assumed by Buyer.

Commented [BH7]: I assume that a carousel, etc. meets the zoning restrictions. I haven't checked. And Larry would have mentioned it on Tuesday, if there was a problem. Building permits, state and federal laws and regulations are also a consideration- especially since it's right off of HWY 2. My guess is that DOT won't have a problem with the access, but it's in the back of my mind (i.e. Flying J trying to locate where Shopko is now). The City can't guarantee that some state or federal restriction won't be a problem.

Commented [BH8]: Again, there's a small risk that something in the title commitment may cause a delay in conveyance.

5.5. **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any non-governmental association, including those that have been approved but not yet billed or assessed, will be paid off by Seller at closing; assumed by Buyer at closing; OR

5.6 **MISCELLANEOUS**

5.6.1 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

5.6.2 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides that a Buyer of a U.S. real property interest may be required to withhold tax if the Seller is a foreign person. Seller acknowledge and agree that unless the purchase price of the Property does not exceed \$300,000 and Buyer is purchasing the Property for use by Buyer as a personal residence, Seller shall deliver to Buyer a certificate of non-foreign status and any other certificate, affidavit, or statement as may be necessary to meet the requirements of Section 1445 of the Internal Revenue Code, in a form reasonably acceptable to Buyer and/or Buyer's attorney. In the event Seller do not deliver said documents to Buyer at or before closing, Seller acknowledge and agree that Buyer or the closing agent may withhold ten percent (10%) of the Purchase Price and submit this amount to the Internal Revenue Service, pursuant to Section 1445 of the Internal Revenue Code.

5.6.3 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and Salespersons and their attorneys, agent, and other parties, if applicable, having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this property or underlying obligations pertaining thereto.

5.6.4 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property to any cause is assumed by Seller through the time of closing unless otherwise specified.

5.6.5 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

5.6.6 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express written consent.

5.6.7 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine just.

5.6.8 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement to Sell and Purchase contains the parties' signatures may be used as the original.

5.6.9 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

5.6.10 **COUNTERPARTS:** A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete Agreement between the parties.

5.6.11 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he has examined the subject real and personal Property; has entered into this Agreement in full reliance upon his/her independent investigation and judgments; and has read and understood this entire Agreement.

5.6.12 **ELECTRONIC MEANS:** The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

6. **ATTORNEY RESPONSIBILITY:** Both parties understand and accept that Hunt Law Firm, PLLC is the closing agent responsible for:

6.1 preparation of the following documents

- this Buy-Sell Agreement
- Warranty Deed, if a warranty deed is specified in the terms
- Quit Claim Deed
- Contract for Deed, if this is such a sale
- Notice of Purchaser's Interest, if this sale is by contract for deed
- Escrow Agreement, if this sale is by contract for deed and the parties wish to use an escrow agent
- Prepare the Realty Transfer Certificate
- Other: Prepare W-7 for Buyer

6.2 Additionally, Hunt Law Firm, PLLC will take the following actions:

- Order the preliminary title commitment, if requested by the parties
- Order the title insurance, if this sale is by warranty deed
- Disburse the monies
- Record the Warranty Deed, if applicable
- Record the Quit Claim Deed, if applicable

Seller initials

Page 4 of 5

Buyers initials

Record the Notice of Purchaser's Interest, if applicable

Record the Realty Transfer Certificate

Other:

6.3 The Parties understand and agree that Hunt Law Firm, PLLC, does not warrant that the condition of the title is free from liens, other encumbrances, easements, unpaid taxes, not subject to Special Improvement Districts, and not restricted by zoning regulations and/or other laws and statutes. Further, the parties understand and agree that Hunt Law Firm, PLLC does not guarantee or make representations as to the condition of the real property, buildings, fixtures, and appurtenances including the as to their structural soundness, safety, access to waters or minerals, and the presence of hazardous materials. Hunt Law Firm, PLLC relies solely on the information the parties provide.

I HEREBY ACKNOWLEDGE receipt of a copy of this Agreement bearing my signature.

Dated this ____ day of _____, 2017.

BUYER:

_____, CAROUSEL REST AREA OF SHELBY, INC., BUYER

SELLER'S COMMITMENT: I agree to sell and convey to Buyer the above-described Property on the terms and conditions herein above stated. We acknowledge receipt of a copy of this Agreement bearing our signatures and that of the Buyers named above.

Dated this ____ day of _____, 2017.

LARRY BONDERUD, MAYOR
CITY OF SHELBY, SELLER

ACTION TAKEN, IF OTHER THAN ACCEPTANCE:

Seller initials

Page 5 of 5

Buyers initials

2017 POOL SEASON

3/28/2017

**LIFEGUARDING/
FIRST AID/CPR/AED**

(Red Cross training requires that employees must be at least 15 years old)

	Employee	Age (as of 6/16)	Job Title	Paperwork Done	Wage	Date Completed	Expires (2yrs)
1	Anderson, Jarod	18	lifeguard		10.29	6/5/2016	6/5/2018
2	Anderson, Kendall	16	lifeguard		10.29	6/5/2016	6/5/2018
3	Blevins, Chloe	20	lifeguard		10.29	6/8/2015	6/7/2017
4	Buck, Allisa	18	lifeguard		10.29	6/5/2016	6/5/2018
5	Hoover, Avery		lifeguard		10.29		#VALUE!
6	Martin, Skyler	16	lifeguard		10.29	6/5/2016	6/5/2018
7	Sanchez, Sarah	19	lifeguard		10.29		#VALUE!
8	Skiera, Rachael	18	lifeguard		10.29	6/5/2016	6/5/2018
9	White, Brodey	18	lifeguard		10.29	6/8/2015	6/7/2017
10	Whitted, Reese		lifeguard		10.29		#VALUE!
11	Hoover, Kari	---	pool mgr		13.92	---	---
12							
13							
14							

11 employees

Montana Water Court
PO Box 1389
Bozeman, MT 59771-1389
1-800-624-3270 (In-state only)
(406) 586-4364
FAX: (406) 522-4131

FILED

MAR 16 2017

Montana Water Court

IN THE WATER COURT OF THE STATE OF MONTANA
UPPER MISSOURI DIVISION
MARIAS RIVER - BASIN 41P

CLAIMANTS: Gary A. Buffington; Gay Buffington; Jess Leach;
Stefanie B. Leach

CASE 41P-188
41P 156361-00

OBJECTORS: City of Shelby; United States of America (Bureau of
Reclamation)

NOTICE OF INTENT TO APPEAR: Pondera County Canal &
Reservoir Co

**ORDER CONSOLIDATING CLAIM AND
SETTING STATUS CONFERENCE**

Claim 41P 156361-00 was included in the Preliminary Decree for the Marias River (Basin 41P) issued on April 23, 2015. This claim was decreed with ownership, place of use, and point of diversion issue remarks. The City of Shelby and the United States objected, and Pondera County Canal and Reservoir Company appeared.

The Court is required to resolve the issue remarks and objections. An initial status conference will be held through the Water Court to determine how the parties wish to proceed.

Therefore, it is

ORDERED that the above captioned claim is consolidated into Water Court **Case 41P-188.**

ORDERED that a status conference shall be held by telephone conference call conducted through the Montana Water Court on **Wednesday, April 19, 2017 at 10:00am.**

ORDERED that all the parties to this case, or their representative(s), appear at the status conference.

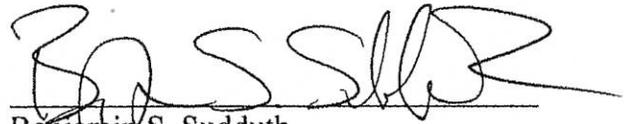
The procedures for appearing at the status conference are as follows:

1. At the designated conference time, dial **1-866-479-6576** on a touchtone phone.
2. At the prompt, enter pin code **1694545** then # key.

Individuals who experience problems placing this call shall contact the Water Court at (406) 586-4364 or 1-800-624-3270. If anyone other than those named above wants to be included in the conference call, they must contact the Water Court no less than two business days prior to the conference call.

Failure to comply with this Order may result in sanctions, including modification or termination of a water right claim or dismissal of an objection. Rule 22, W.R.Adj.R.

DATED this *16th* day of *March*, 2017.



Benjamin S. Sudduth
Water Master

Gary A. Buffington
Gay Buffington
5441 Broadhurst Rd
Ledger, MT 59456-9037

Jess Leach
Stefanie B. Leach
250 4800 Rd S
Ledger, MT 59456

James J. DuBois, Attorney
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Montana Water Court
PO Box 1389
Bozeman, MT 59771-1389
1-800-624-3270 (In-state only)
(406) 586-4364
FAX: (406) 522-4131

FILED
MAR 16 2017

Montana Water Court

IN THE WATER COURT OF THE STATE OF MONTANA
UPPER MISSOURI DIVISION
MARIAS RIVER - BASIN 41P

CLAIMANTS: K J K Farms Inc; K Wheat Inc; Kari Kammerzell; Kurt
J. Kammerzell

CASE 41P-191
41P 153320-00

OBJECTORS: City of Shelby; United States of America (Bureau of
Reclamation)

NOTICE OF INTENT TO APPEAR: Pondera County Canal &
Reservoir Co

**ORDER CONSOLIDATING CLAIM AND
SETTING STATUS CONFERENCE**

Claim 41P 153320-00 was included in the Preliminary Decree for the Marias River (Basin 41P) issued on April 23, 2015. This claim was decreed with multiple ownership issue remarks, some of which identify potential owners. The State of Montana has already filed a statement of no interest. The United States and the City of Shelby objected, and Pondera County Canal and Reservoir Company appeared.

The Court is required to resolve the issue remarks and objections. An initial status conference will be held through the Water Court to determine how the parties wish to proceed.

Therefore, it is

ORDERED that the above captioned claim is consolidated into Water Court **Case 41P-191**.

ORDERED that a status conference shall be held by telephone conference call conducted through the Montana Water Court on **Thursday, April 20, 2017 at 8:30am**.

ORDERED that all the parties to this case, or their representative(s), appear at the status conference.

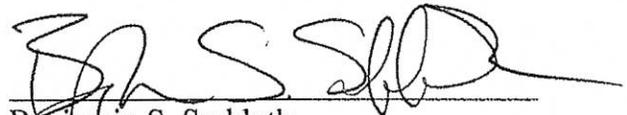
The procedures for appearing at the status conference are as follows:

1. At the designated conference time, dial **1-866-479-6576** on a touchtone phone.
2. At the prompt, enter pin code **1694545** then # key.

Individuals who experience problems placing this call shall contact the Water Court at (406) 586-4364 or 1-800-624-3270. If anyone other than those named above wants to be included in the conference call, they must contact the Water Court no less than two business days prior to the conference call.

Failure to comply with this Order may result in sanctions, including modification or termination of a water right claim or dismissal of an objection, Rule 22, W.R.Adj.R.

DATED this *16* day of *March*, 2017.


Benjamin S. Sudduth
Water Master

K J K Farms Inc
K Wheat Inc
Kari Kammerzell
Kurt J. Kammerzell
PO Box 342
Chester, MT 59522

James J. DuBois, Attorney
US Department of Justice
999 18th Street, South Terrace Suite 370
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Abigail St. Lawrence
John E. Bloomquist
Richard C. Tappan Jr.
Bloomquist Law Firm PC
3355 Colton Dr Ste A
Helena, MT 59602-0252
(406) 502-1244
blf@helenalaw.com

Potential Owners:

Chris & Vicki Kolstad
PO Box 49
Ledger, MT 59456

Robert & Machele Beede
550 Old Yellowstone Trl
PO Box 30
Gardiner, MT 59030

Montana Water Court
PO Box 1389
Bozeman, MT 59771-1389
1-800-624-3270 (In-state only)
(406) 586-4364
FAX: (406) 522-4131

FILED

MAR 07 2017

Montana Water Court

IN THE WATER COURT OF THE STATE OF MONTANA
UPPER MISSOURI DIVISION
MARIAS RIVER - BASIN 41P

CLAIMANTS: Dorothy I. Seifert; Henry T. Seifert

NOTICE OF INTENT TO APPEAR: City of Shelby

CASE 41P-328
41P 161598-00
41P 161599-00
41P 161600-00

**ORDER CONSOLIDATING CASE
AND
ORDER SETTING FILING DEADLINE**

All water right claims that were included in the Preliminary Decree for the Marias River Basin (Basin 41P) were subject to issue remarks resulting from pre-decree examination by the DNRC, as well as objections and counterobjections. Claims 41P 161598-00, 41P 161599-00 and 41P 161600-00 appeared in the decree with issue remarks. To address the issue remarks, it is

ORDERED that claims 41P 161598-00, 41P 161599-00 and 41P 161600-00 are consolidated into **Water Court Case 41P-328**.

Claims 41P 161598-00, 41P 161599-00 and 41P 161600-00 currently appear in the DNRC database as owned by Henry Seifert and Dorothy Seifert. The claims received various ownership issue remarks. Claims 41P 161598-00 and 41P 161599-00 have ownership issue remarks stating the water rights appear to be owned by Dan and Dawn Seifert. Claim 41P 161600-00 has an ownership remark stating the water right appears to be owned by Dan Seifert.

The Legislature has directed the Water Court to resolve issue remarks using the procedures set forth in § 85-2-248, MCA. To address these issue remarks, ownership of the claims must be determined.

Accordingly, it is

ORDERED that Dan and Dawn Seifert are hereby on notice of their potential ownership interest in claims 41P 161598-00 and 41P 161599-00 and Dan Seifert is on notice of his potential ownership in claim 41P 161600-00.

ORDERED that if either Dan or Dawn Seifert determine they have an ownership interest in any of the claims, they shall contact the Havre DNRC to update the ownership by **April 7, 2017**.

ORDERED that Dan and Dawn Seifert shall file a statement with the Court by **April 7, 2017** indicating whether they intend to pursue ownership of any of the claims through an ownership update with the DNRC. If an ownership update is filed with the DNRC, a copy should be sent to the Court.

If no ownership update is filed with the DNRC, the Court will conclude that the current ownership reflected in the DNRC database is correct and will remove the ownership issue remarks from the claims.

Henry Seifert and Dorothy Seifert will remain the record owner of the claims until an ownership update is filed with the DNRC.

The DNRC may be contacted at the following:

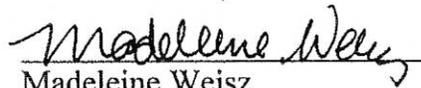
<p style="text-align: center;"><u>Contact Information</u> Havre Regional Office, DNRC 210 Sixth Avenue P.O. Box 1828 Havre, MT 59501-1828 Phone: (406) 265-5516 Fax: (406) 265-2225</p>
--

Claims 41P 161599-00 and 41P 161600-00 received Notices of Intent to Appear (NOIA) from the City of Shelby. A party may file an NOIA when a party intends to appear and participate in a Water Court proceeding for any claims or issues included on the objection list. Rule 9, W.R.Adj.R. The only element that appeared at issue on the Basin 41P objection list for claims 41P 161599-00 and 41P 161600-00 is ownership. Accordingly, the City of Shelby may participate in this Case but is limited to the element of ownership for claims 41P 161599-00 and 41P 161600-00. If the City of Shelby would like to participate, it is ORDERED to file comments by **April 7, 2016**.

The parties may download copies of the abstract from the DNRC's Water Right Query System, <http://nris.mt.gov/dnrc/waterrights/default.aspx>.

Failure to comply with the terms of this Order may result in sanctions, up to and including entry of default and termination of a water right claim or dismissal of objections. Rule 22, W.R.Adj.R.

DATED this 7th day of March, 2017.


Madeleine Weisz
Water Master

Dorothy I. Seifert
Henry T. Seifert
735 5th St S
Shelby, MT 59474

Abigail St. Lawrence
Bloomquist Law Firm, PC
3355 Colton Drive, Suite A
Helena, MT 59602
(406) 502-1244
blf@helenalaw.com

Potential Owners:
Dan & Dawn Seifert
404 Silver Bow Street
Shelby, MT 59474

Alternate Address:
Dan E. & Dawn Seifert
13951 US Highway 2 E
Essex, MT 59916-9702

Alternate Address:
Dan E. Seifert
PO Box 233
Ethridge, MT 59435-0233