

AGENDA
CITY COUNCIL MEETING
CITY OF SHELBY
May 1, 2023
6:30 P.M.

ROLL CALL OF MEMBERS
PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Regular Council Meeting, 04/17/23 (pgs. 5-6)

APPEARANCE REQUESTS

- Agenda Items
- Non-Agenda Items

CLAIMS REPORT 04/30/23 (pgs. 7-20)

BUILDING INSPECTOR

- Building Inspector Report, April 2023 (pg. 21)

COMMITTEE REPORTS

- Park & Rec Meeting, 4/24/23 (pgs. 22-25)

CITY ATTORNEY

- Resolution No. 2065 re: Deleting FMLA from Personnel Policy Manual (pg. 26)
- Resolution No, 2066 re: Updating Employee Grievance Procedure in Personnel Policy Manual (pgs. 27-30)

CITY FINANCE OFFICER

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CITY SUPERINTENDENT

COMMUNITY DEVELOPMENT DIRECTOR

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OTHER MATTERS

- Housing Program (pgs. 31-44)
-

ADJOURN

CITY OF SHELBY MEETING SCHEDULE

May 1, 2023

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

May 8, 2023

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

May 15, 2023

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

May 30, 2023

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

City Council Packet Listing

A. Agenda

B. Agenda Items

1. Minutes of Regular Council Meeting, 4/17/23
2. Claims Report, April 2023
3. Building Inspector Report, April 2023
4. Park & Rec Meeting, 4/24/23
5. Resolution No. 2065 re: Deleting FMLA from Personnel Policy Manual
6. Resolution No, 2066 re: Updating Employee Grievance Procedure in Personnel Policy Manual
7. Housing Program Information

C. Correspondence

- 1.
- 2.
- 3.

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
April 17, 2023

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

Other citizens present: None.

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Regular Council Meeting, 4/3/2023
MORITZ MADE A MOTION TO APPROVE THE MINUTES. SECONDED BY CLARK. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, FLESCH, YARN. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

APPEARANCE REQUESTS

- AGENDA ITEMS -
- NON-AGENDA ITEMS -

COMMITTEE REPORTS

- Law Enforcement - N/A

BUILDING INSPECTOR

Rob provided an update of projects he has been working on.

CITY ATTORNEY

CITY FINANCE OFFICER

1. City Judge's Report, 3/31/2023
 2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, 3/31/2023
- MORITZ MADE A MOTION TO APPROVE THE REPORTS. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, FLESCH, YARN. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

CITY SUPERINTENDENT

Eric provided an update on the projects ongoing and plans for the next couple weeks.

COMMUNITY DEVELOPMENT DIRECTOR

Lorette provided notes as a handout.

OTHER MATTERS

- Notice of Award Jones Z Electric
MORITZ MADE A MOTION TO APPROVE THE NOTICE OF AWARD.
SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FRYDENLUND,
MORITZ, FLESCH, YARN. NOES - NONE. ABSENT - NONE. ABSTAIN -
NONE.
- North Water Line Change Order #1
FRYDENLUND MADE A MOTION TO APPROVE CHANGE ORDER #1 FOR
\$299,700. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET,
FRYDENLUND, MORITZ, FLESCH, YARN. NOES - NONE. ABSENT -
NONE. ABSTAIN - NONE.

ADJOURN

AT 7:15 P.M. FLESCH MADE A MOTION TO ADJOURN THE MEETING.
SECONDED BY FRYDENLUND. VOTE AYES - CLARK, KIMMET, FRYDENLUND,
MORITZ, FLESCH, YARN. NOES - NONE. ABSENT - NONE. ABSTAIN -
NONE.

Gary McDermott, Mayor

ATTEST:

Jade Goroski, Finance Officer

04/27/23
13:55:50

CITY OF SHELBY
Claim Details
For the Accounting Period: 4/23

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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
220686	02630 K&R TOOLS LLC		78.00					
1	0425231432 04/25/23 pentagon sockets (water ca		78.00		34337	5210 430500	200	101000
220687	00400 UTILITIES UNDERGROUND LOCATION		15.70					
1	3035102 03/31/23 10 Locates for 3/23		3.93*		34321	1000 430200	300	101000
2	3035102 03/31/23 10 Locates for 3/23		3.92		34321	5210 430500	300	101000
3	3035102 03/31/23 10 Locates for 3/23		3.93*		34321	5310 430600	300	101000
4	3035102 03/31/23 10 Locates for 3/23		3.92		34321	5410 430830	300	101000
220688	29309S 00144 POSTMASTER		407.69					
1	04/23/23 4/23 UB Postage		135.89*			5210 430570	310	101000
2	04/23/23 4/23 UB Postage		135.90*			5310 430670	310	101000
3	04/23/23 4/23 UB Postage		135.90*			5410 430870	310	101000
220689	29307S 00043 SHELBY GAS ASSOCIATION		5,295.90					
1	04/10/23 4/23 Gas Bill		106.30			1000 411200	343	101000
2	04/10/23 4/23 Gas Bill		602.65			1000 420400	343	101000
3	04/10/23 4/23 Gas Bill		602.65			1000 420401	343	101000
4	04/10/23 4/23 Gas Bill		1,033.10*			1000 460445	343	101000
5	04/10/23 4/23 Gas Bill		225.30			1000 460442	343	101000
6	04/10/23 4/23 Gas Bill		275.70*			5410 430840	343	101000
7	04/10/23 4/23 Gas Bill		335.60*			1000 430200	343	101000
8	04/10/23 4/23 Gas Bill		335.60*			5210 430500	343	101000
9	04/10/23 4/23 Gas Bill		335.60*			5310 430600	343	101000
10	04/10/23 4/23 Gas Bill		335.60*			5410 430830	343	101000
11	04/10/23 4/23 Gas Bill		107.60*			1000 411202	343	101000
12	04/10/23 4/23 Gas Bill		107.60*			5210 430520	343	101000
13	04/10/23 4/23 Gas Bill		107.60*			5310 430620	343	101000
14	04/10/23 4/23 Gas Bill		107.60*			5410 430820	343	101000
15	04/10/23 4/23 Gas Bill		114.00*			5210 430500	343	101000
16	04/10/23 4/23 Gas Bill		563.40*			1000 460465	343	101000
220690	01851 CT CLEANING		1,200.00					
1	04/24/23 4/23 Janitorial Service		75.00			1000 411202	390	101000
2	04/24/23 4/23 Janitorial Service		75.00			5210 430520	390	101000
3	04/24/23 4/23 Janitorial Service		75.00			5310 430620	390	101000
4	04/24/23 4/23 Janitorial Service		75.00			5410 430820	390	101000
5	04/24/23 4/23 CC Janitorial Service		900.00			1000 460442	300	101000

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220691		02368 OPTUM FINANCIAL INC	25.50					
1	1435825 04/15/23 HSA Service Fee		6.38			1000 410550	300	101000
2	1435825 04/15/23 HSA Service Fee		6.38			5210 430570	300	101000
3	1435825 04/15/23 HSA Service Fee		6.37			5310 430670	300	101000
4	1435825 04/15/23 HSA Service Fee		6.37			5410 430870	300	101000
220692		01285 HUNT, WILLIAM E JR	4,294.17					
1	04/27/23 4/23 Legal Services		1,064.88			1000 411100	350	101000
2	04/27/23 4/23 Legal Services		1,064.88			5210 430513	350	101000
3	04/27/23 4/23 Legal Services		1,064.87			5310 430613	350	101000
4	04/27/23 4/23 Legal Services		1,064.87			5410 430813	350	101000
5	04/27/23 4/23 Expenses		8.67			1000 411100	350	101000
6	04/27/23 4/23 Expenses		8.67			5210 430513	350	101000
7	04/27/23 4/23 Expenses		8.66			5310 430613	350	101000
8	04/27/23 4/23 Expenses		8.67			5410 430813	350	101000
220693		01862 MOUNTAIN ALARM	331.00					
1	3522191 05/01/23 5/1-31/23 Fire Alarm Monitor		43.50			1000 420401	300	101000
2	3504977 04/05/23 Tech Service Call		287.50*		34333	5410 430840	300	101000
220694		02563 DPHHS-LABORATORY	24.00					
1	38865 03/31/23 NCMRWA Water Samples		24.00			5210 430500	300	101000
220695		00048 TOOLE COUNTY CLERK & RECORDER	54,898.73					
1	03/31/23 City Judge/Sec Wages		2,166.13			1000 410360	100	101000
2	03/31/23 City Judge/Sec Medicare		30.91			1000 410360	142	101000
3	03/31/23 City Judge/Sec SS		132.16			1000 410360	141	101000
4	03/31/23 City Judge/Sec Unemploy Ins		3.36			1000 410360	145	101000
5	03/31/23 City Judge/Sec Workers Comp		15.90*			1000 410360	146	101000
6	03/31/23 City Judge/Sec PERS		86.05			1000 410360	143	101000
7	03/31/23 City Judge Health Insurance		200.50			1000 410360	147	101000
8	03/31/23 City Judge Supplies		166.05			1000 410360	200	101000
9	03/31/23 City Judge Phone		22.67			1000 410360	344	101000
10	03/31/23 City Judge Travel & Education		75.00			1000 410360	370	101000
11	03/31/23 Law Enforcement		37,270.00			1000 420000	300	101000
12	03/31/23 Law Enforcement		4,910.00			5210 420100	300	101000
13	03/31/23 Law Enforcement		4,910.00			5310 420100	300	101000
14	03/31/23 Law Enforcement		4,910.00			5410 420100	300	101000

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220696	29306S	00026 MARIAS RIVER ELECTRIC COOP INC	12,671.31					
1	04/10/23 4/23 Electric Bill		175.22			1000 411200	342	101000
2	04/10/23 4/23 Electric Bill		237.58			1000 420400	342	101000
3	04/10/23 4/23 Electric Bill		237.57			1000 420401	342	101000
4	04/10/23 4/23 Electric Bill		48.14			1000 411202	342	101000
5	04/25/23 4/23 Electric Bill		48.14			5210 430520	342	101000
6	04/10/23 4/23 Electric Bill		48.14			5310 430620	342	101000
7	04/10/23 4/23 Electric Bill		48.13			5410 430820	342	101000
8	04/10/23 4/23 Electric Bill		141.60*			1000 430200	342	101000
9	04/10/23 4/23 Electric Bill		141.60			5210 430500	342	101000
10	04/10/23 4/23 Electric Bill		141.60			5310 430600	342	101000
11	04/10/23 4/23 Electric Bill		141.61*			5410 430830	342	101000
12	04/10/23 4/23 Electric Bill		74.56*			1000 440600	342	101000
13	04/10/23 4/23 Electric Bill		74.56*			1000 460430	342	101000
14	04/10/23 4/23 Electric Bill		150.22*			1000 460465	342	101000
15	04/10/23 4/23 Electric Bill		52.87			1000 460439	342	101000
16	04/10/23 4/23 Electric Bill		1,098.06			1000 460442	342	101000
17	04/10/23 4/23 Electric Bill		69.39			1000 460445	342	101000
18	04/10/23 4/23 Electric Bill		3,921.24			2400 430263	342	101000
19	04/25/23 4/23 Electric Bill		4,623.52			5210 430500	342	101000
20	04/10/23 4/23 Electric Bill		1,054.01			5310 430600	342	101000
21	04/10/23 4/23 Electric Bill		68.51			5410 430840	342	101000
22	04/10/23 4/23 Electric Bill		44.29*			1000 460430	342	101000
23	04/10/23 4/23 Electric Bill		30.75			1000 470270	300	101000
220697	01388	3 RIVERS COMMUNICATIONS INC	749.19					
1	04/01/23 4/23 Phone Bill		19.82			1000 420500	344	101000
2	04/01/23 4/23 Phone Bill		40.89			1000 410550	344	101000
3	04/01/23 4/23 Phone Bill		40.88			5210 430570	344	101000
4	04/01/23 4/23 Phone Bill		40.89			5310 430670	344	101000
5	04/01/23 4/23 Phone Bill		40.89			5410 430870	344	101000
6	04/01/23 4/23 Phone Bill		18.23			1000 430200	344	101000
7	04/01/23 4/23 Phone Bill		18.23			5210 430500	344	101000
8	04/01/23 4/23 Phone Bill		18.23			5310 430600	344	101000
9	04/01/23 4/23 Phone Bill		18.23			5410 430830	344	101000
10	04/01/23 4/23 Phone Bill		170.67			1000 460442	344	101000
11	04/01/23 4/23 Phone Bill		71.46			1000 420400	344	101000
12	04/01/23 4/23 Phone Bill		71.45			1000 420401	344	101000
13	04/01/23 4/23 Phone Bill		7.21			1000 410200	344	101000
14	04/01/23 4/23 Phone Bill		7.21			5210 430512	344	101000
15	04/01/23 4/23 Phone Bill		7.22			5310 430612	344	101000
16	04/01/23 4/23 Phone Bill		7.22			5410 430812	344	101000
18	04/01/23 4/23 Phone Bill		85.58			5310 430600	344	101000
19	04/01/23 4/23 Phone Bill		32.44			5210 430500	344	101000

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20	04/01/23 4/23 Phone Bill		32.44			5210 430500	344	101000
220698	00309 PREFERRED OFFICE EQUIPMENT		421.36					
1	45575 04/17/23 4/23 Maintenance/Copies		57.15*			1000 411050	300	101000
2	45575 04/17/23 4/23 Maintenance/Copies		57.15			1000 410550	300	101000
3	45575 04/17/23 4/23 Maintenance/Copies		57.14			5210 430570	300	101000
4	45575 04/17/23 4/23 Maintenance/Copies		57.15			5310 430670	300	101000
5	45575 04/17/23 4/23 Maintenance/Copies		57.15			5410 430870	300	101000
6	45573 04/17/23 4/23 Maintenance/Copies Shop		9.51*			1000 430200	300	101000
7	45573 04/17/23 4/23 Maintenance/Copies Shop		9.51			5210 430500	300	101000
8	45573 04/17/23 4/23 Maintenance/Copies Shop		9.51*			5310 430600	300	101000
9	45573 04/17/23 4/23 Maintenance/Copies Shop		9.51*			5410 430840	300	101000
10	45573 04/17/23 4/23 Maintenance/Copies Shop		9.51*			1000 420500	300	101000
11	45574 04/17/23 4/23 Maintenance/Copies CC		88.07			1000 460442	300	101000
220699	E 00111 FIRST STATE BANK		55.00					
1	04/30/23 FSB Billing ACH Origination		18.33			5210 430570	300	101000
2	04/30/23 FSB Billing ACH Origination		18.33			5310 430670	300	101000
3	04/30/23 FSB Billing ACH Origination		18.34			5410 430870	300	101000
220700	02517 VALLI INFORMATION SYSTEMS INC		48.00					
1	87577 03/31/23 Express Pay Online Monthly Fee		15.00			5210 430570	300	101000
2	87577 03/31/23 Express Pay Online Monthly Fee		15.00			5310 430670	300	101000
3	87577 03/31/23 Express Pay Online Monthly Fee		15.00			5410 430870	300	101000
4	87577 03/31/23 IVR Fee		1.00			5210 430570	300	101000
5	87577 03/31/23 IVR Fee		1.00			5310 430670	300	101000
6	87577 03/31/23 IVR Fee		1.00			5410 430870	300	101000
220701	01137 AQUA TECH LABORATORY		100.00					
	PWSID# MT0000328							
1	37942 04/04/23 Monthly Coliform Water Testing		100.00		34326	5210 430500	300	101000
220702	-98157E 01486 USDA RURAL DEVELOPMENT		1,603.00					
1	04/05/23 Fire Hall Improvement Loan		802.01			1000 490527	610	101000
2	04/05/23 Fire Hall Improvement Loan Int		800.99*			1000 490527	620	101000
220703	01137 AQUA TECH LABORATORY		25.00					
	PWSID# MT0000200							
1	37945 04/04/23 DWI Monthly Water Test		25.00		34326	5210 430500	300	101000

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220704	01137 AQUA TECH LABORATORY		25.00					
	PWSID# MT0004936							
1	37944 04/04/23 NCMRW Monthly Water Test		25.00		34326	5210 430500	300	101000
220705	00119 SHELBY VOLUNTEER FIRE DEPT		3,154.48					
1	04/05/23 RFD Officer/Men 1/23-3/23		579.00			1000 420401	300	101000
2	04/05/23 CFD Officer/Men 1/23-3/23		84.00			1000 420400	300	101000
3	04/05/23 CFD Treasurer Wage 1/23-3/23		300.00			1000 420400	300	101000
4	04/05/23 CFD Secretary Wage 1/23-3/23		300.00			1000 420400	300	101000
5	03/08/23 CFD faucet base & foot pedal		274.96*			1000 420400	200	101000
6	7814 03/01/23 RFD batteries purchased		437.85			1000 420401	200	101000
7	03/06/23 CFD water heater install		1,178.67			1000 420400	300	101000
220706	00026 MARIAS RIVER ELECTRIC COOP INC		398.63					
1	2289 03/31/23 electric WO #20224932		398.63			1000 470270	300	101000
220707	01736 MUNICIPAL EMERGENCY SERVICES		977.75					
1	1848085 03/20/23 CFD boots x2		977.75*		33986	1000 420400	200	101000
220708	00117 QUILL CORPORATION		402.41					
1	31686067 03/30/23 coin envelopes		93.99*		34168	1000 460442	200	101000
2	31686067 03/30/23 coin envelopes		23.49*		34168	1000 410550	200	101000
3	31686067 03/30/23 coin envelopes		23.50*		34168	5210 430570	200	101000
4	31686067 03/30/23 coin envelopes		23.50*		34168	5310 430670	200	101000
5	31686067 03/30/23 coin envelopes		23.50*		34168	5410 430870	200	101000
6	31685635 03/30/23 sign here stickers/sharpies		0.75*		34168	1000 410550	200	101000
7	31685635 03/30/23 sign here stickers/sharpies		0.75*		34168	5210 430570	200	101000
8	31685635 03/30/23 sign here stickers/sharpies		0.75*		34168	5310 430670	200	101000
9	31685635 03/30/23 sign here stickers/sharpies		0.75*		34168	5410 430870	200	101000
10	32071805 04/20/23 kcups, calculators, bndr cli		47.94*		34172	1000 410550	200	101000
11	32071805 04/20/23 kcups, calculators, bndr cli		47.95*		34172	5210 430570	200	101000
12	32071805 04/20/23 kcups, calculators, bndr cli		47.95*		34172	5310 430670	200	101000
13	32071805 04/20/23 kcups, calculators, bndr cli		47.95*		34172	5410 430870	200	101000
14	32073984 04/20/23 calculator ribbon		4.91*		34172	1000 410550	200	101000
15	32073984 04/20/23 calculator ribbon		4.91*		34172	5210 430570	200	101000
16	32073984 04/20/23 calculator ribbon		4.91*		34172	5310 430670	200	101000
17	32073984 04/20/23 calculator ribbon		4.91*		34172	5410 430870	200	101000
220709	02335 CINTAS CORPORATION		227.39					
1	5152657984 04/05/23 RX box		31.80*		34169	1000 410550	200	101000
2	5152657984 04/05/23 RX box		31.80*		34169	5210 430570	200	101000
3	5152657984 04/05/23 RX box		31.80*		34169	5310 430670	200	101000
4	5152657984 04/05/23 RX box		31.81*		34169	5410 430870	200	101000
5	5152657985 04/05/23 Med cabinet supply		25.04		34319	1000 430200	200	101000

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CITY OF SHELBY
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6	5152657985 04/05/23 Med cabinet supply		25.04		34319	5210 430500	200	101000
7	5152657985 04/05/23 Med cabinet supply		25.05*		34319	5310 430600	200	101000
8	5152657985 04/05/23 Med cabinet supply		25.05*		34319	5410 430840	200	101000
220710	293058 02586 DIS TECHNOLOGIES		957.00					
1	11289 04/05/23 Monthly Managed Services		126.88			1000 410550	300	101000
2	11289 04/05/23 Monthly Managed Services		126.88			5210 430570	300	101000
3	11289 04/05/23 Monthly Managed Services		126.87			5310 430670	300	101000
4	11289 04/05/23 Monthly Managed Services		126.87			5410 430870	300	101000
5	11289 04/05/23 Monthly Managed Services		72.50*			1000 411050	300	101000
6	11289 04/05/23 Monthly Managed Services		72.50			1000 460442	300	101000
7	11289 04/05/23 Monthly Managed Services		54.37*			1000 430200	300	101000
8	11289 04/05/23 Monthly Managed Services		54.37			5210 430500	300	101000
9	11289 04/05/23 Monthly Managed Services		54.38*			5310 430600	300	101000
10	11289 04/05/23 Monthly Managed Services		54.38			5410 430830	300	101000
11	11289 04/05/23 Monthly Microsoft 365		17.40			1000 410550	300	101000
12	11289 04/05/23 Monthly Microsoft 365		17.40			5210 430570	300	101000
13	11289 04/05/23 Monthly Microsoft 365		17.40			5310 430670	300	101000
14	11289 04/05/23 Monthly Microsoft 365		17.40			5410 430870	300	101000
15	11289 04/05/23 Monthly Microsoft 365		17.40*			1000 411050	300	101000
220711	01161 USA BLUE BOOK		804.39					
1	308499 03/23/23 backpack sprayer x2		352.10		34322	1000 460430	200	101000
2	328406 04/12/23 backpack blower		452.29		34340	1000 460430	200	101000
220712	00049 TRACTOR & EQUIPMENT CO		2,082.53					
1	0427818 03/30/23 filters for landfill CAT		2,037.69*		34315	5410 430840	200	101000
2	0427819 03/30/23 4 filters for CAT		262.04*		34315	5410 430840	200	101000
3	0045739 03/31/23 return of filters		-217.20*		34315	5410 430840	200	101000
220713	01593 I-STATE TRUCK CENTER		98.15					
1	C252148675 04/04/23 nut replacement kit		98.15		34320	1000 430200	200	101000
220714	00703 RECREATION SUPPLY CO		1,363.92					
1	492246 04/01/23 pure white LED underwater ligh		1,363.92*		34318	1000 460445	200	101000
220715	02330 ULINE		495.95					
1	161343803 03/20/23 safety high vis coats		123.99*		34317	1000 430200	220	101000
2	161343803 03/20/23 safety high vis coats		123.99*		34317	5210 430500	220	101000
3	161343803 03/20/23 safety high vis coats		123.98*		34317	5310 430600	220	101000
4	161343803 03/20/23 safety high vis coats		123.99*		34317	5410 430840	220	101000

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220716		00027 MARKS TIRE & ALIGNMENT	1,230.00					
1	71872 03/03/23 4 tires for chevy 2500 blue		1,180.00		34316	5210 430500	200	101000
2	71847 03/01/23 flat repair		25.00*		34316	1000 430200	369	101000
3	72034 03/23/23 flat repair		25.00*		34316	1000 430200	369	101000
220717		00276 TRI-CITY INTERLOCAL EQUIPMENT	527.00					
1	03/21/23 vac truck rental		243.00*		34314	5310 430600	300	101000
2	04/18/23 vac truck rental		249.00*		34335	5310 430600	300	101000
3	04/18/23 camera - sewer rental		35.00*		34335	5310 430600	300	101000
220718		00047 BEN TAYLOR INC	11,687.50					
1	37678 03/31/23 fuel - parks		205.56		34325	1000 460430	230	101000
2	37678 03/31/23 fuel - building inspector		104.21*		34325	1000 420500	230	101000
3	37678 03/31/23 fuel - garbage		763.13		34325	5410 430830	230	101000
4	37678 03/31/23 fuel - streets		1,157.33		34325	1000 430200	230	101000
5	37678 03/31/23 fuel - water		1,157.33		34325	5210 430500	230	101000
6	37678 03/31/23 fuel - sewer		1,157.35		34325	5310 430600	230	101000
7	322984 03/22/23 keys		3.00*		34323	1000 411200	200	101000
8	323428 03/28/23 drywall nails/staples		55.96		34323	1000 460430	200	101000
9	322026 03/06/23 drain opener		9.99*		34323	1000 460442	200	101000
10	323075 03/23/23 air cleaner/furnace filters		121.14*		34323	1000 460442	200	101000
11	322074 03/07/23 screws-box		36.99*		34323	1000 460442	200	101000
12	322045 03/06/23 keys/engraver/lock		52.98		34323	5210 430500	200	101000
13	752146 03/01/23 tools		73.30		34323	5210 430500	200	101000
14	321643 03/01/23 torch kit		67.99		34323	1000 430200	200	101000
15	323496 03/29/23 filters & pool parts		97.65*		34323	1000 460445	200	101000
16	322585 03/15/23 screws/poly coupler		14.30*		34323	1000 460445	200	101000
17	323482 03/29/23 hog ringers/nails/staples		57.98*		34323	5410 430840	200	101000
18	753434 03/09/23 DEF/megaplex fluid		377.28*		34323	5410 430840	200	101000
19	752351 03/28/23 2 ton chair hoists		565.98*		34323	5310 430600	200	101000
20	754035 03/30/23 delvac synthetic		175.01*		34323	5410 430830	200	101000
21	752145 03/01/23 grease hose/coupling/gloves		32.74*		34324	5410 430830	200	101000
22	753928 03/22/23 dyed diesel		1,879.50		34324	5410 430840	230	101000
23	62872 03/01/23 propane		709.04		34324	5210 430500	230	101000
24	323550 03/30/23 chain/hooks		17.88		34324	1000 430200	200	101000
25	323550 03/30/23 chain/hooks		17.88		34324	5210 430500	200	101000
26	323550 03/30/23 chain/hooks		17.88*		34324	5310 430600	200	101000
27	323550 03/30/23 chain/hooks		17.87*		34324	5410 430830	200	101000
28	323336 03/27/23 live trap cage		105.99*		34324	1000 440600	200	101000
29	322080 03/07/23 blue tarp		5.99		34324	1000 430200	200	101000
30	322080 03/07/23 blue tarp		6.00		34324	5210 430500	200	101000
31	322080 03/07/23 blue tarp		6.00*		34324	5310 430600	200	101000
32	322080 03/07/23 blue tarp		6.00*		34324	5410 430840	200	101000
33	322556 03/15/23 welding supplies/grind wheel		4.62		34324	1000 430200	200	101000

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34	322556 03/15/23 welding supplies/grind wheel		4.64		34324	5210 430500	200	101000
35	322556 03/15/23 welding supplies/grind wheel		4.64*		34324	5310 430600	200	101000
36	322556 03/15/23 welding supplies/grind wheel		4.64*		34324	5410 430840	200	101000
37	322545 03/15/23 galv nipple		0.74		34324	1000 430200	200	101000
38	322545 03/15/23 galv nipple		0.75		34324	5210 430500	200	101000
39	322545 03/15/23 galv nipple		0.75*		34324	5310 430600	200	101000
40	322545 03/15/23 galv nipple		0.75*		34324	5410 430840	200	101000
41	322169 03/08/23 welding supplies		0.48		34324	1000 430200	200	101000
42	322169 03/08/23 welding supplies		0.50		34324	5210 430500	200	101000
43	322169 03/08/23 welding supplies		0.50*		34324	5310 430600	200	101000
44	322169 03/08/23 welding supplies		0.50*		34324	5410 430840	200	101000
45	322152 03/08/23 teflon tape/nipple		1.18		34324	1000 430200	200	101000
46	322152 03/08/23 teflon tape/nipple		1.20		34324	5210 430500	200	101000
47	322152 03/08/23 teflon tape/nipple		1.20*		34324	5310 430600	200	101000
48	322152 03/08/23 teflon tape/nipple		1.20*		34324	5410 430840	200	101000
49	753470 03/28/23 powerdrive/kerosene/guardol		2,581.98*		34310	5410 430840	200	101000
220719	00034 NORMONT EQUIPMENT CO		652.21					
1	29161 03/22/23 RFD brace & stand		394.12		33989	1000 420401	200	101000
2	29177 03/23/23 signs		258.09		33989	1000 420401	200	101000
220720	01736 MUNICIPAL EMERGENCY SERVICES		240.00					
1	1851526 03/27/23 CFD black helmet shields		240.00*		33987	1000 420400	200	101000
220721	00047 BEN TAYLOR INC		573.52					
1	322582 03/15/23 CFD blk liners		83.15*		33988	1000 420400	200	101000
2	322060 03/06/23 CFD couplings		38.66*		33988	1000 420400	200	101000
3	321687 03/01/23 RFD ball valve		66.59		33988	1000 420401	200	101000
4	322514 03/14/23 RFD elbow		12.99		33988	1000 420401	200	101000
5	322300 03/10/23 CFD blk liners		43.98*		33988	1000 420400	200	101000
6	322287 03/10/23 CFD screws return		-16.98*		33988	1000 420400	200	101000
7	753700 03/07/23 RFD battery		165.00		33988	1000 420401	200	101000
8	323244 03/25/23 RFD cartridge/filter		31.47		33988	1000 420401	200	101000
9	322463 03/13/23 CFD trash bags		38.38*		33988	1000 420400	200	101000
10	322917 03/20/23 CFD couplings		25.97*		33988	1000 420400	200	101000
11	322914 03/20/23 CFD screws/fasteners		10.15*		33988	1000 420400	200	101000
12	37860 03/31/23 RFD fuel		74.16		33988	1000 420401	230	101000
220722	01780 MONTANA BROOM & BRUSH		883.75					
1	280932 04/07/23 cleaner/tissue/bowl cleaner		278.52		34327	1000 460430	200	101000
2	280456 04/03/23 black garbage sacks		45.79		34327	1000 460430	200	101000
3	280932 04/12/23 comet cleaner		152.39		34332	1000 460430	200	101000
4	282629 04/12/23 deep blue, clario ultra, bounc		171.29*		34076	1000 460442	200	101000
5	281858 04/21/23 roll white towels		135.76*		34338	1000 460445	200	101000
6	281858 04/21/23 roll white towels		100.00		34338	1000 460430	200	101000

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220723	02623	SHELBY PAINT & HARDWARE	691.81					
4	75363 04/25/23	bucket/measuring cap/tide pods	15.11		34339	1000 430200	200	101000
5	75363 04/25/23	bucket/measuring cap/tide pods	15.11		34339	5210 430500	200	101000
6	75363 04/25/23	bucket/measuring cap/tide pods	15.11*		34339	5310 430600	200	101000
7	75363 04/25/23	bucket/measuring cap/tide pods	15.10*		34339	5410 430830	200	101000
8	75308 03/29/23	1/4 needle	2.99		34339	1000 430200	200	101000
9	75308 03/29/23	1/4 needle	3.00		34339	5210 430500	200	101000
10	75308 03/29/23	1/4 needle	3.00*		34339	5310 430600	200	101000
11	75308 03/29/23	1/4 needle	3.00*		34339	5410 430830	200	101000
12	75304 03/28/23	broom/door knob	16.49		34339	1000 430200	200	101000
13	75304 03/28/23	broom/door knob	16.48		34339	5210 430500	200	101000
14	75304 03/28/23	broom/door knob	16.49*		34339	5310 430600	200	101000
15	75304 03/28/23	broom/door knob	16.49*		34339	5410 430830	200	101000
16	75321 04/03/23	coupler/plugs	7.77		34339	5210 430500	200	101000
17	16434 04/06/23	chair tips	21.96*		34339	1000 460442	200	101000
18	75327 04/05/23	light bulbs	9.99*		34339	1000 460445	200	101000
19	75350 04/25/23	caulk gun/keys/gap filler	72.95		34339	1000 460430	200	101000
20	75277 03/22/23	utility knife/gloves//pinesol/	153.39		34339	1000 460430	200	101000
21	75268 03/20/23	trash can/punch set	95.96*		34339	5410 430840	200	101000
22	75268 03/20/23	sledge/tree lopper/towels	149.94		34339	1000 430200	200	101000
23	75373 04/12/23	marker/5 gal can	41.48*		34339	5410 430840	200	101000
220724	00359	BLACK MOUNTAIN SOFTWARE	611.00					
1	29090 04/04/23	cloud hosting prorated 2 month	127.75			1000 410550	300	101000
2	29090 04/04/23	cloud hosting prorated 2 month	127.75			5210 430570	300	101000
3	29090 04/04/23	cloud hosting prorated 2 month	127.75			5310 430670	300	101000
4	29090 04/04/23	cloud hosting prorated 2 month	127.75			5410 430870	300	101000
5	29105 04/17/23	CASS certification	25.00			1000 410550	300	101000
6	29105 04/17/23	CASS certification	25.00			5210 430570	300	101000
7	29105 04/17/23	CASS certification	25.00			5310 430670	300	101000
8	29105 04/17/23	CASS certification	25.00			5410 430870	300	101000
220725	01124	FIRST INTERSTATE BANK	960.07					
1	2303265844 03/26/23	Landfill Trust Qtly LF03CL	497.45			5410 430870	300	101000
2	2303265844 03/26/23	Landfill Trust Qtly LF03PO	462.62			5410 430870	300	101000
220726	02609	DE NORA WATER TECHNOLOGIES LLC	4,270.53					
1	9200072794 04/10/23	flow cell analyzer/uv bulb	4,270.53		34330	5210 430500	200	101000

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220727		01987 MICRO-COMM INC	150.00					
1	17358 04/05/23 online programming/tech serv		150.00		34329	5210 430500	300	101000
220728		01180 CULLIGAN	563.50					
1	293x010254 03/31/23 solar salt ice melt		163.50		34328	1000 430200	200	101000
2	293x010254 03/31/23 solar salt ice melt		300.00		34328	1000 460430	200	101000
3	293x010254 03/31/23 solar salt ice melt		50.00*		34328	1000 460442	200	101000
4	293x010254 03/31/23 solar salt ice melt		50.00		34328	1000 460465	200	101000
220729		02376 MOBILE TWI LLC	255.00					
1	041223D 04/12/23 DOT Breath/Urine Drug Screens		63.75*		34331	1000 430200	300	101000
2	041223D 04/12/23 DOT Breath/Urine Drug Screens		63.75		34331	5210 430500	300	101000
3	041223D 04/12/23 DOT Breath/Urine Drug Screens		63.75*		34331	5310 430600	300	101000
4	041223D 04/12/23 DOT Breath/Urine Drug Screens		63.75		34331	5410 430830	300	101000
220730		01438 BARRY DAMSCHEN CONSULTING LLC	2,350.00					
1	1 04/14/23 1/1-3/31/2023 Consult & Monito		2,350.00*			5410 430840	350	101000
220731		02551 TRIPLE TREE ENGINEERING INC	2,140.00					
1	21-1-020 04/13/23 Rail Safety		2,140.00			1000 470120	790	101000
220732		02551 TRIPLE TREE ENGINEERING INC	4,178.89					
1	23-24-001 04/13/23 bitterroot housing developm		4,178.89			7030 470000	900 2291	101000
220733		999998 LANCE SHANE HOOVER	40.00					
1	04/18/23 CDL reimbursement Hoover		10.00*			1000 430200	300	101000
2	04/18/23 CDL reimbursement Hoover		10.00			5210 430500	300	101000
3	04/18/23 CDL reimbursement Hoover		10.00*			5310 430600	300	101000
4	04/18/23 CDL reimbursement Hoover		10.00*			5410 430840	300	101000
220734		02628 SCOONES LAW PLLC	437.50					
1	21 04/18/23 water court appeal of DNRC		437.50			5210 430500	300	101000
220735		02629 STACY PEHAN	39.98					
1	04/19/23 cleaning rags		10.00			1000 411202	200	101000
2	04/19/23 cleaning rags		9.99			5210 430520	200	101000
3	04/19/23 cleaning rags		9.99			5310 430620	200	101000
4	04/19/23 cleaning rags		10.00			5410 430820	200	101000

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220736	29308S	00702 MONTANA SIGN CO	100.00					
1	9073	04/18/23 TBID golf course sign install	100.00			7199 212500		101000
220737		02069 NATIONAL LAUNDRY CO	76.67					
1	32807	04/12/23 red shop towels/laundry	19.16*		34336	1000 430200	300	101000
2	32807	04/12/23 red shop towels/laundry	19.17		34336	5210 430500	300	101000
3	32807	04/12/23 red shop towels/laundry	19.17*		34336	5310 430600	300	101000
4	32807	04/12/23 red shop towels/laundry	19.17*		34336	5410 430840	300	101000
220738		02569 COLONIAL RESEARCH	4,756.04					
1	150380	04/10/23 yellow & white traffic paint	4,756.04		34334	1000 430200	200	101000
220739		02601 NORTHERN PLAINS ELECTRIC LLC	8,675.50					
		House #1 - 820 10th St S						
1	1384	04/19/23 Electrical Work House #1	8,675.50*			2940 470000	950 2290	101000
220740		02336 360 OFFICE SOLUTIONS	697.08					
1	1273472	04/14/23 Laser Utility Billing Cards	232.36*		34171	5210 430570	200	101000
2	1273472	04/14/23 Laser Utility Billing Cards	232.36*		34171	5310 430670	200	101000
3	1273472	04/14/23 Laser Utility Billing Cards	232.36*		34171	5410 430870	200	101000
220742		00653 GREAT WEST ENGINEERING	4,921.38					
1	29142	04/20/23 Storm Water South Side	4,921.38			5720 430246	950 2288	101000
220743		00653 GREAT WEST ENGINEERING	1,332.00					
1	29145	04/20/23 Wellfield Improvements UEE	1,332.00			5210 430501	950 2285	101000
220744		00653 GREAT WEST ENGINEERING	38,572.00					
1	29143	04/20/23 Airport Tank Transmission Main	38,572.00			5210 430501	950 2286	101000
220745		02486 MARIAS RIVER CONTRACTING LLC	33,500.00					
		House #1 - 820 10th St S						
1	1119	04/23/23 materials and sheetrock	10,000.00*			2940 470000	950 2290	101000
2	1119	04/23/23 labor	11,000.00*			2940 470000	950 2290	101000
3	1120	04/24/23 materials flooring and doors	12,500.00*			2940 470000	950 2290	101000
220746		00091 CLIFF'S TOWING	100.00					
1	7828	04/24/23 tow fifth wheel camper	100.00*		33331	1000 420500	300	101000

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220747	01329 CITY OF SHELBY		23.75					
1	1 04/24/23 mountain of cans copies		23.75			1000 480100	200	101000
220748	00442 SHELBY AREA CHAMBER OF COMMERCE		45.00					
1	04/25/23 TBID banquet ticket		45.00			7199 212500		101000
220749	00039 PETTY CASHIER		60.98					
1	3003 04/03/23 Tasker - plywood		52.98			1000 460430	200	101000
2	3004 04/20/23 TC C&R Legal Filings		2.00			1000 410550	300	101000
3	3004 04/20/23 TC C&R Legal Filings		2.00			5210 430570	300	101000
4	3004 04/20/23 TC C&R Legal Filings		2.00			5310 430670	300	101000
5	3004 04/20/23 TC C&R Legal Filings		2.00			5410 430870	300	101000
220750	00525 CARROT-TOP INDUSTRIES INC		1,070.61					
1	52031460 04/26/23 banner pole sets		1,070.61		34341	1000 430200	200	101000
220751	00088 CARQUEST AUTO PARTS		391.51					
1	353148 04/06/23 vinyl repair/towels		8.15		34342	1000 430200	200	101000
2	353148 04/06/23 vinyl repair/ towels		8.16		34342	5210 430500	200	101000
3	353148 04/06/23 vinyl repair/towels		8.16*		34342	5310 430600	200	101000
4	353148 04/06/23 vinyl repair/towels		8.16*		34342	5410 430830	200	101000
5	352923 03/31/23 cleaning wipes/car wash		12.02		34342	1000 430200	200	101000
6	352923 03/31/23 cleaning wipes/car wash		12.04		34342	5210 430500	200	101000
7	352923 03/31/23 cleaning wipes/car wash		12.04*		34342	5310 430600	200	101000
8	352923 03/31/23 cleaning wipes/car wash		12.04*		34342	5410 430830	200	101000
9	353938 04/25/23 3/8 extension		7.35*		34342	5410 430830	200	101000
10	353661 04/19/23 oil		16.74		34342	1000 460430	200	101000
11	353162 04/06/23 brake pads		65.63		34342	1000 430200	200	101000
12	353117 04/05/23 bearings		21.74		34342	1000 430200	200	101000
13	353309 04/10/23 tape/cleaner/weather stripping		28.47		34342	1000 430200	200	101000
14	353381 04/12/23 control knob/air freshner		17.68		34342	1000 430200	200	101000
15	353382 04/12/23 return control knob/knob assis		1.74		34342	1000 430200	200	101000
16	353438 04/13/23 master disc/ oil/window kit		105.90		34342	1000 430200	200	101000
17	353651 04/18/23 brake pads		45.49		34342	1000 430200	200	101000
220752	02045 NAPA AUTO PARTS		321.96					
1	191830 03/31/23 cleaning wipes/sprayer/brush		4.91		34343	1000 430200	200	101000
2	191830 03/31/23 cleaning wipes/sprayer/brush		4.92		34343	5210 430500	200	101000
3	191830 03/31/23 cleaning wipes/sprayer/brush		4.92*		34343	5310 430600	200	101000
4	191830 03/31/23 cleaning wipes/sprayer/brush		4.92*		34343	5410 430840	200	101000
5	191682 03/29/23 filters/floor fri		27.63		34343	1000 430200	200	101000
6	191682 03/29/23 filters/floor fri		27.64		34343	5210 430500	200	101000
7	191682 03/29/23 filters/floor fri		27.64*		34343	5310 430600	200	101000
8	191682 03/29/23 filters/floor fri		27.64*		34343	5410 430840	200	101000

04/27/23

13:55:50

CITY OF SHELBY

Claim Details

For the Accounting Period: 4/23

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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
9	192054 04/05/23 return of filter pump		-5.34		34343	1000 430200	200	101000
10	192054 04/05/23 return of filter pump		-5.35		34343	5210 430500	200	101000
11	192054 04/05/23 return of filter pump		-5.35*		34343	5310 430600	200	101000
12	192054 04/05/23 return of filter pump		-5.35*		34343	5410 430840	200	101000
13	192489 04/12/23 tape		2.68		34343	1000 430200	200	101000
14	192489 04/12/23 tape		2.67		34343	5210 430500	200	101000
15	192489 04/12/23 tape		2.67*		34343	5310 430600	200	101000
16	192489 04/12/23 tape		2.67*		34343	5410 430840	200	101000
17	192601 04/13/23 tailgate handle		34.19		34343	1000 430200	200	101000
18	192345 04/10/23 hydraulic filter		17.14		34343	1000 430200	200	101000
19	192105 04/05/23 syn gear oil		16.49		34343	1000 430200	200	101000
20	192317 04/10/23 pliers		15.99		34343	1000 460430	200	101000
21	192494 04/12/23 permatax		5.29		34343	1000 460430	200	101000
22	192974 04/19/23 screwdriver set/metric wrenche		84.98*		34343	5410 430830	200	101000
23	192094 04/05/23 glass cleaner/shop towels		28.36*		34343	5410 430830	200	101000
220753	02623 SHELBY PAINT & HARDWARE		34.92					
1	16416 03/25/23 CFD level/tools		28.48*		33990	1000 420400	200	101000
2	75359 04/07/23 CFD squeegee		6.44*		33990	1000 420400	200	101000
220756	29310S 00512 LOCAL GOVERNMENT SERVICES		2,380.00					
1	04/27/23 2022 AFR Filing/Late Fee		595.00			1000 410550	300	101000
2	04/27/23 2022 AFR Filing/Late Fee		595.00			5210 430570	300	101000
3	04/27/23 2022 AFR Filing/Late Fee		595.00			5310 430670	300	101000
4	04/27/23 2022 AFR Filing/Late Fee		595.00			5410 430870	300	101000
# of Claims 68			Total: 222,772.81					
Total Electronic Claims			1,658.00	Total Non-Electronic Claims	221114.81			

04/27/23
13:55:51

CITY OF SHELBY
Fund Summary for Claims
For the Accounting Period: 4/23

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Report ID: AP110

Fund/Account	Amount
1000 GENERAL	
101000 Cash-Operating	\$72,907.20
2400 STREET LIGHTING DISTRICT NO. 35	
101000 Cash-Operating	\$3,921.24
2940 CDBG HOUSING FUND	
101000 Cash-Operating	\$42,175.50
5210 WATER UTILITY	
101000 Cash-Operating	\$61,659.08
5310 SEWER UTILITY	
101000 Cash-Operating	\$12,052.18
5410 SOLID WASTE UTILITY	
101000 Cash-Operating	\$20,812.34
5720 STORM DRAINAGE	
101000 Cash-Operating	\$4,921.38
7030 HOUSING FUND	
101000 Cash-Operating	\$4,178.89
7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID)	
101000 Cash-Operating	\$145.00
Total:	\$222,772.81

Building Inspector Report April 2023

4/27/2023

Permit	Date	Zone	Name	Addition	Block	Lot	Address	Permit For	Evaluation	FEE
4456	4/18/2023	MDR	Jacqueline Cope	Shelby First Add	10	9-12	407 Liberty	Fence		24.00
4457	4/18/2023	MDR	Rod Stirling	Shelby Heights	100	11	726 10th St S	12' x 24' shed	3,000.00	84.00
4458	4/25/2023	LDR	Glacier Cut LLC	Guth First Add	7	5	245 1st Ave SE	New House 33' x 45'	150,000.00	1,274.00
									\$ 153,000.00	\$ 1,382.00

3	Permits issued this Month									
									Job Evaluation Totals	TOTALS

FISCAL YTD TOTALS	
Number of Permits	11
Permit Fees	\$ 4,598.00
Total Job Values	\$ 418,000.00

SHELBY PARKS & REC MEETING
April 24, 2023

In attendance: Gary McDermott, Lyle Kimmet, Pat Frydenlund, Eric Tokerud, Jessi La Tray, Jennifer Hayes, Kristen Russell and Lorette Carter, reporting.

Civic Center:

Jessi reported this is the last weekend for Michelle White, the weekend attendant. The treadmills have been repaired and are working well. The men's restroom has one urinal and one toilet not working properly. (In a follow up, the toilet has been fixed.)

Jessi will take part in the Swim Team parent meeting to allow swim team families to purchase pool passes. The parent meeting is May 1st.

The following is the schedule for summer classes at the Civic Center:

Monday:

*5:30-6:30 p.m. Circuit Training with Christie Rhoden

Tuesday:

*10-11 a.m. Silver Sneakers with Ashley Denno

*1-3p.m. Roller Skating

*5:30-6:30 p.m. High Fitness with Ariel or Brooke Weishaar

Wednesday:

*10-11 a.m. Yoga with Ashley Denno

*5:30-6:30 p.m. Cardio Kickboxing with Christie Rhoden

Thursday:

*10-11 a.m. Silver Sneakers with Ashley Denno

*1-3 p.m. Roller Skating

*5:15-6:15 p.m. Yoga with Ashley Denno

City Facilities:

Roadrunner Recreation Trail/Mountain Bike Trail: The city crew will continue to sweep the trail as needed and address weed issues during the summer months. The city was notified we were not funded for a grant to light the trail.

Krysko Skate Park/Meadowlark Park: Marias River Contracting will begin the build of the single stall restroom in the coming month. Rob Tasker will install a park rules sign near the play structure in the next week. The city will also be purchasing stop signs with flashing lights to encourage drivers to slow down and stop at the intersections near the park. The city has also asked law enforcement to patrol around the park more frequently especially during school bus pick up and drop off hours.

The committee had conversation on locking the restroom after dark. Pat Frydenlund suggested the city purchase a programable lock system for the door. Lorette will follow up with the builder and finance officer.

An anonymous donor has offered the city funding to install standard basketball hoops and stripe the play surface. The hoops and a stencil for the striping will be here April 25th. The small hoops will be placed in another park.

Swimming Pool: Lorette reported the pool is filled and chlorine will be added this week. They will then have All Seasons fire up the new boiler. Jennifer reported the 3rd grade has requested the use of the pool in late May for their annual pool party. Lorette/Shelby Recycling has also offered grade school classes the option of a skating party or pool party as part of the Mountains of Cans Challenge. The grade with the largest volume of cans can opt for one or the other dependent on availability of lifeguards.

Jennifer reported the lifeguard training will begin the last week of May with on-line instruction and the in-person testing set for June 2nd & 3rd. They currently have 4 guards and will need at least 2 more to be able to offer weekend swimming. The pool will be open to the public on Monday, June 5th.

The Shelby Swim Meet is June 10th & 11th. Swim lessons will begin the week of June 12th. Information will go out on the Step Into Swim Program which offers families scholarships for free swim lessons for kids.

Jennifer asked about warm water for the bath house showers. Mayor McDermott asked Lorette to work with Eric and Terry to see about the showers and capacity of the water tank(s) for the bath house.

The splash park components have been newly painted/powder coated and are ready to be installed in the park. Lance Ballantyne still needs to get the bolts out of the pad for one of the components. Jennifer will work with Lorette on installing a sign to let people know how to operate the water system. It was also suggested we paint a footprint near the foot pad.

Jennifer also asked the city crew remove the old fridge that is in the back hallway of the bathhouse.

Historic Shelby High: The gym continues to be used by youth basketball teams and baseball teams during inclement weather.

Lake Shel-ooole Baseball Fields: The Sheriff's Department has once again agreed to clean the ballfields again this year. We have had no luck finding the harrow to drag the infields.

Champions Park: Joel Ruff of Marmot Masonry has completed the monument sign at Champions Park, making the park ready for the July 4th Centennial celebration. The crew will work on the lawn this spring as well.

Bitterroot Park: The committee discussed the Bitterroot Park play structures again. In the next fiscal cycle, the city will work on improving the play structures in the park. Mayor McDermott also suggested the potential of another single stall restroom.

Tennis Courts: Lyle brought up the potential for using one of the tennis courts for a pickleball court. The city does have a net, but would need to improve the poles and restripe the surface for pickleball play. Lorette will work with Eric on this.

TREE BOARD

The Urban and Community Forestry Development Grant Program tree care/maintenance project will be May 3rd. City Park, Splash Park and possibly, Andy Anderson Park will be addressed. The city has 3 trees on reserve from Forde Nursery as part of our Arbor Day Grant funding.

Arbor Day will be celebrated, Friday, April 28th in Shelby. Shelby Elementary will be conducting clean up on Friday. The High School will complete their community service, Wednesday, May 10th. Other groups participating include: Logan Health, Toole County Sheriff's Department, Toole County Medical Auxiliary, and St. William Youth Group.

Arbor Day posters from the kindergarten, 1st & 2nd grade classes are on display at City Hall. Special thanks to teachers - Jennifer Hayes, Kim Hayes and Jessilou Canada! Five students will receive a one-month pool pass for participating and all students will receive a recycle bag.

The city's annual spring cleanup was April 17th through the 28th. The crew did not have very many pickups, but we hope more will call this week.

The Toole County Conservation District has partnered with the city to provide tree saplings to our teaching staff. The saplings will arrive May 2nd. The Toole County Library will also have a special story hour on Arbor Day with a tree theme.

Lorette reminded all of the Community Parks Master Plan and hope committee members will offer suggestions and ideas for our city parks. The city will begin a picnic table replacement in the next fiscal year, replacing a few each year.

Old Business:

Dog Park: The Shelby TBID was very generous in offering financial commitment to construct a dog park at Lake Shelby. The city crew will need to map out the site and purchase fencing. A time frame has not been established.

Frisbee Golf: Lyle mentioned Williamson Park has frisbee golf cages.

With no further business, the next meeting is scheduled for Tuesday, May 30, 2023 as Monday is Memorial Day.

RESOLUTION NO. 2065

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA, DELETING SECTION III, SUBSECTION L, PARAGRAPH 10 "FAMILY & MEDICAL LEAVE ACT (FMLA) FROM THE CITY EMPLOYEE PERSONNEL POLICY MANUAL

WHEREAS, the City of Shelby's Personnel Policy Manual currently contains a provision for the Family & Medical Leave Act (FMLA); and

WHEREAS, the FMLA is a federal requirement only for "covered employers"; and,

WHEREAS, among other criteria, a "covered employer" under the FMLA means an employer with 50 or more employees; and,

WHEREAS, the City has far fewer than 50 employees; and,

WHEREAS, the City's Personnel Policy Manual even states that its employees are eligible for FMLA benefits only if the City has 50 or more employees; and

WHEREAS, the City's insurance carrier, the Montana Municipal Interlocal Authority (MMIA) advises municipalities with fewer than 50 employees to delete the FMLA from their policy manuals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA; that Section III(L)(10) "Family & Medical Leave Act" is not in effect and any reference to it be removed from the City's Personnel Policy Manual.

PASSED UNANIMOUSLY, WITH ALL MEMBERS PRESENT AND VOTING, BY THE CITY COUNCIL OF THE CITY OF SHELBY, AND APPROVED BY THE MAYOR THIS 1st DAY OF MAY, 2023.

GARY McDERMOTT, MAYOR

ATTEST:

JADE GOROSKI, FINANCE OFFICER

RESOLUTION NO. 2066

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA,
UPDATING SECTION IV, SUBSECTION R, PARAGRAPHS 1 THROUGH 6 "GRIEVANCE
PROCEDURE" AS RECOMMENDED BY THE MONTANA
MUNICIPAL INTERLOCAL AUTHORITY

WHEREAS, the City of Shelby's Personnel Policy Manual currently contains Section IV(R) "Grievance Procedure" as set forth in Exhibit A attached to and incorporated within this Resolution; and,

WHEREAS, the current Grievance Procedure is unnecessarily complex and burdensome on the due process rights of the City and grieving employees; and,

WHEREAS, the Montana Municipal Interlocal Authority (MMIA) recommends that the City adopt the MMIA's model grieving policy as set forth in Exhibit B attached to and incorporated within this Resolution; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA; that the policy currently contained in Section IV(R)(1)-(6) be updated by replacing it with the grievance policy contained in the MMIA's model policy handbook as set forth in Exhibit B attached to and incorporated within this Resolution.

PASSED UNANIMOUSLY, WITH ALL MEMBERS PRESENT AND VOTING, BY THE CITY COUNCIL OF THE CITY OF SHELBY, AND APPROVED BY THE MAYOR THIS 1st DAY OF MAY, 2023.

GARY McDERMOTT, MAYOR

ATTEST:

JADE GOROSKI, FINANCE OFFICER

EXHIBIT A to Resolution 2066

SECTION IV R. GRIEVANCE PROCEDURE

1. The City of Shelby has an "open door" policy, which encourages employees with questions or complaints to first have discussions with his/her immediate supervisor. The chain of command shall be followed at all times.
2. However, when the employee has attempted to resolve a problem informally with his/her immediate supervisor, the employee may then utilize the City's grievance procedure.
3. To be valid for consideration under this section, a grievance must involve a specific allegation that a City policy or regulation has been applied inappropriately.
4. The time limits established herein are critical, and should a grievance not be processed or passed to the next level within the time limits, it shall be deemed moot. Should the City designee not respond within the time limits, the grievance shall be deemed processed to the next higher level. Time limits may be extended by written agreement between the parties.
5. All grievances will be filed on the Grievance Reporting Form, attached at the end of this section.
6. Procedure:
 - a. Informal Procedure: Prior to the creation of a formal grievance, within 10 working days of the event creating the alleged violation or within 10 working days from the time that the employee should have gained knowledge of the event, the employee shall contact his/her immediate supervisor in an effort to resolve the matter. The supervisor shall respond to the employee within 10 working days after being contacted by the employee.
 - b. Formal Step 1.: Should the employee and the supervisor fail to resolve the matter, the employee may submit a formal, written grievance on the Grievance Report Form to the supervisor within 10 working days after the ending of the informal process. The supervisor shall have 10 working days from receipt of the formal grievance in which to respond to the grievant on the Grievance Reporting Form.
 - c. Formal Step 2.: Should the grievance not be resolved in Step 1., the grievant may submit the grievance, using the Grievance Reporting Form, to the Mayor by notifying the Mayor within 10 working days of receipt of the supervisor's response at Step 1. The Mayor shall review the grievance and respond using the Grievance Reporting Form within 10 working days after receipt of the grievance.

- d. Formal Step 3.: Should the grievance not be resolved in Step 2., the grievant may submit the grievance, using the Grievance Reporting Form, to the City Council at their next regularly scheduled Council meeting when the matter can be lawfully placed on the agenda. The Council shall at that time hear the grievance, in closed session if such involves anyone's personal privacy rights unless everyone to be discussed waives such rights. The Council shall respond, using the Grievance Reporting Form, at the regularly scheduled Council meeting following the meeting during which it heard the grievance.
- e. Formal Step 4.: Should the grievance not be resolved in Step 2, and only if the grievance alleges that a suspension or discharge of a non-probationary employee was without sufficient cause, the grievant may submit the grievance to final and binding arbitration by notifying the City Finance Officer of such action, using the Grievance Reporting Form, within 10 working days of receipt of the City Council's final decision. Any party to a grievance may be represented at any stage of the process.
- f. An arbitrator shall be chosen from a list of seven names supplied by the Montana Board of Personnel Appeals. The grievant and the Mayor shall meet promptly upon receipt of the list of potential arbitrators and shall alternately cross off names until one individual is left, who shall be the arbitrator. The Board of Personnel Appeals shall be asked to so notify the arbitrator. The arbitrator shall hear the case and issue a written decision as soon as possible, and the parties shall cooperate in order to conduct the hearing and receive the decision as early as possible.
- g. The arbitrator is prohibited from adding to, subtracting from or otherwise modifying any City policies or regulations, and shall have jurisdiction only over the matters of alleged inappropriate suspension or discharge of a non-probationary employee.
- h. This process is the exclusive form of appeal of a contested suspension or discharge.
- i. The arbitrator's expenses and fees shall be the born as determined by the arbitrator, which shall be a part of his/her written decision. The arbitrator shall take whatever measures he/she can to keep costs to a minimum, including the grant of a motion for a summary judgment. All expenses for representation, witnesses, documents, transcripts and all other items and matters, aside from the arbitrator's expenses and fees, shall be the sole responsibility of the party who incurs such expenses.
- j. No action shall be taken by either party against any individual for their participation or lack of participation in this process.

EXHIBIT B to Resolution 2066

SECTION IV R. GRIEVANCE PROCEDURE

1. Employees are allowed to use the grievance procedure without penalty or harassment for doing so.
2. Employees should attempt to resolve all disputes prior to involving the Mayor and/or his designee. Employees are encouraged to discuss disputes with their supervisors informally and in a timely fashion. The City Finance Officer may attend meetings between the supervisor and employee.
3. **Step 1:** In the event a dispute cannot be resolved informally, the employee should file a grievance, in writing, to the Mayor and/or his designee within 10 working days of the occurrence of the disputed issue. If the grievance is against the Mayor, the employee will file with the City Attorney or Council. If the grievance is a personnel matter, then the City Attorney may refer the grievance to a neutral city attorney of another municipality.
4. The written grievance must outline the disputed issue, relevant facts, and requested remedy. Upon receipt of the written grievance, the Mayor and/or his designee will investigate the dispute and respond to the grievance within 20 working days of receipt of the grievance.
5. **Step 2:** If the response is not acceptable to the employee, the employee may forward the written grievance and Mayor's and/or his designee's response directly to the Finance Officer for submission to the City Council for review, within 10 working days from the date of the Mayor's and/or his designee's response. The Mayor and/or his designee will be responsible for forwarding the information on to the President of the City Council.
6. The Council may either accept all or part of the Mayor and/or his designee's recommendations or reject the recommendations and formulate their own resolution to the disputed issue within 20 working days of their receipt of the forwarded written grievance and Mayor and/or his designee's response. The Council's Decision is final and concludes the final appeal process for the employee.
7. Information concerning employee grievances is confidential information and is to be discussed only with individuals involved in the investigation or on a need-to-know basis.
8. Decisions on grievances will not set precedent and are at the discretion of the City.

THE CITY OF SHELBY
a Montana Political Subdivision
P.O. Box 743 , 112 1st Street South

PROMISSORY NOTE SECURED BY REAL PROPERTY ("The Property")

AT

(Legal Description of Property)

(SEE ATTACHED EXHIBIT)

November 10, 2000
Date of signing

\$ 18,822.00
Loan Amount

BORROWER'S PROMISE TO PAY

In return for a loan that I (we) have received (the "Loan"), the undersigned Borrower promises to pay to the order of the CITY OF SHELBY (the "Lender"), a Montana Political Subdivision administering the Shelby Homebuyer's Assistance program funded by the U.S. Dept. of HUD HOME Program, the sum of Eighteen thousand eight hundred twenty two Dollars (\$ 18,822.00) (this amount called the "Principal"), plus a share in the appreciation in the value of the Property (as provided in Paragraphs C3 and C4 herein) and all sums required for maintenance of a property tax and insurance escrow as provided for the the loan documents. The Lender or anyone who takes this Note by transfer is called the "Note Holder." This Note is secured by a "First Subordinate Deed of Trust," a trust indenture under the Montana Small Tract Financing Act, which was signed at the same time as this Note was signed.

A. USE OF FUNDS:

The Loan is being made in order to assist the undersigned in purchasing the Property. The sale price of the property is Sixty thousand and no/100 - - - - - (\$ 60,000.00)

B. INTEREST:

There will be no monthly or annual interest charged on the loan. However, the lender shall share in the appreciation in the value of the Property upon acceleration of the Note in each of the following events:

- 1) a default under the "First Deed of Trust" (defined below), or
- 2) a default under this note, or
- 3) a sale or transfer of the Property except as provided hereafter, or
- 4) the Property ceases to be used for residential housing, or
- 5) the Property is rented in whole or in part for any purpose.

Provided that in any sale or transfer, the Note Holder shall consent to the assumption of this Note if the property is sold to a "qualified" purchaser meaning a purchaser whose annual income does not exceed eighty percent (80%) of the area median income.

C. PAYMENTS

1. The principal amount of this Note, together with a share of the appreciation of the Property as described in paragraphs C3 and C4 below, shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidation, whether voluntary or involuntary, for the undersigned Borrower or for any of its property, or upon the filing of a petition by or against the undersigned Borrower under the provisions of any state involved law or under the provisions of the Bankruptcy Reform Act of 1978 as amended, or upon the making by the undersigned of an assignment for the benefit of its creditors. The Note Holder is also authorized to declare all or any part of the Note immediately due and payable upon the happening of any of the following events:
 - a. Failure to pay any part of the Note when due;
 - b. Non-performance by the undersigned Borrower of any agreement with Note Holder, or any condition imposed by Note Holder with respect to the Note;
 - c. Note Holder's discovery of the undersigned's failure to disclose any fact deemed by the Note Holder to be material in any of the agreement with Note Holder, or in any affidavit or other document submitted in connection with said application or the indebtedness or any misrepresentation by, on behalf of, or for the benefit of the undersigned Borrower;
 - d. The reorganization (other than the reorganization pursuant to any of the provisions of the Bankruptcy Reform Act of 1978, as amended) or merger or consolidation of the undersigned (or making agreement therefor, without the prior written consent of the Note Holder);
 - e. The undersigned Borrower's failure duly to account, to Note Holder's satisfaction, at such time or times as Note Holder may require, for any of the Property, or proceeds thereof, coming into the control of the undersigned Borrower;
 - f. The institution of any suit affecting the undersigned Borrower deemed by the Note Holder to affect adversely its interest hereunder in the Property or otherwise; or
 - g. Upon any of the events described in paragraph C-1 above.

Note Holder's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

2. The indebtedness evidenced by this Note, and any other financial obligation which may hereafter be imposed on the undersigned by the Lender, is subordinate to the indebtedness evidenced by a note payable to Montana Board of Housing First Mortgagee, which note is secured by a First Deed of Trust on the Property (the "First Deed of Trust.")
3. Upon sale of the Property, the undersigned will pay to the Lender the principal amount of the Loan, together with a share of the appreciation in the value of the Property. Such share shall be determined by:
 - a. The percentage which represents the ratio of the original principal amount of the Loan to the original unsubsidized sales price (e.g. the gross purchase price) in connection with the undersigned's purchase of the Property (the "Principal to Original Sales Price Ratio); to

- b. The amount, if any, by which the fair market value upon the transfer of the Property by the undersigned exceeds such original sales price.

The share which the Lender is to receive shall not exceed a sum which equals the maximum interest which could have been charged by Lender on the principal sum identified in this Note. The applicable rate shall be calculated in accordance with Montana law as of the date of this Note.

4. Upon the "non-sale" transfer of the Property (Paragraph B-4 and B-5, or e.g. the Property passes into an estate or becomes other than the principal residence of the Borrower), the undersigned will pay to the Lender the principal amount of the Loan, together with a share of the appreciation in value of the Property. Such share shall be determined by applying:

- a. The Principal to Original Sales Price Ratio to
b. The amount, if any, by which the fair market value of the Property on the date of the non-sale transfer by the undersigned exceeds the original sales price.

The share which the Lender is to receive shall not exceed a sum which equals the maximum interest which could have been charged by the Lender on the principal sum identified in this Note. The applicable rate shall be calculated in accordance with Montana law as of the date of this note. For purposes of determining fair market value of the Property, the Lender shall be entitled to select an appraiser who is an "MAI" member of the American Institute of Real Estate Appraisers or an "SRPA" member of the Society of Real Estate Appraisers (or any such equivalent designations). The undersigned has the option, at the undersigned's sole expense, to select an appraiser to conduct an additional appraisal of the Property. If the two appraisals are not in agreement as to the fair market value of the Property, the amounts determined by the appraisals will be averaged to determine the fair market value of the Property for purposes of determining the appreciation therein.

F. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who takes over these obligations is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of the persons together. This means that any person who signs this Note may be required to pay all the amounts owed under this Note.

The covenants and conditions set forth or referred to in any and all instruments of hypothecation constituting the Property are hereby incorporated in this Note as covenants and conditions of the undersigned Borrower with the same force and effect as though such covenants and conditions were fully set forth herein.

The undersigned Borrower agrees to take all necessary steps to administer, supervise, preserve, and protect the Property; and, regardless of any action taken by Note Holder, there shall be no duty upon Note Holder in this respect. The undersigned Borrower shall pay all expenses of any nature, whether incurred in or out of court, and whether incurred before or after the Note shall become due at its maturity date or otherwise, including but not limited to reasonable attorney's fees and costs, which Note Holder may deem necessary

or proper in connection with the satisfaction of this Note or the administration, supervision, preservation, protection of (including but not limited to the maintenance of adequate insurance) or the realization upon the Property. Note Holder is authorized to pay at any time and from time to time any or all such expenses, and add the amount of such payment to the amount of the Note.

The security rights of the Note Holder and its assigns hereunder shall not be impaired by the Note Holder's sale, hypothecation or re-hypothecation of any note of the undersigned Borrower or any item of the Property, or by indulgence, including but not limited to:

- 1) any renewal, extension, or modification which Note Holder may grant with respect to the Note or any part thereof, or
- 2) any surrender, compromise, release, renewal, extension, exchange, or substitution which Note Holder may grant in respect of the Property, or
- 3) any indulgence granted to borrower.

The purchaser, assignee, transferee, or pledgee of the Note, the Property and guaranty, and any other document (or any of them), sold, assigned, transferred, pledged, repledged, shall forthwith become vested with and entitled to exercise all the powers and rights given this Note, and all application of the undersigned Borrower to Note Holder, as if said purchaser, assignee, transferee, or pledgee were originally named as Payee in this Note and in said application or applications.

G. ADDITIONAL ELEMENT OF DEFAULT

The undersigned Borrower, agrees that if, at any time during the term of this Note, the Lender in its sole opinion determines that the undersigned Borrower has significantly misrepresented his or her financial position, falsified or misrepresented any of the information provided to the Lender in connection with the application to acquire the real property, purchase the property or in obtaining this financing, the Lender is entitled to accelerate the entire remaining balance then due under the terms of the Note herein involved, together with all interest as accrued and demand that the same be paid within thirty (30) days. In the event that the undersigned Borrower fails to pay the balance of principal and interest as accrued to date of payment plus any costs and expenses connected with the demand, within the time frame specified, it is agreed that the undersigned Borrower has defaulted on the terms of the Note, and that the Lender is entitled to foreclose the Trust Indenture.

H. WAIVERS

All undersigned, and any other person who has obligations under this Note, waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment amounts when due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

This Promissory Note is given to secure a loan which the Note Holder is making.

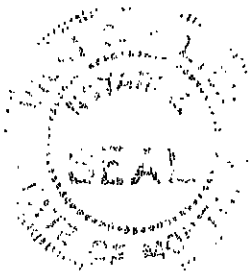
Name _____	Title (Homeowner) _____	November 10, 2000 Date _____
Name _____	Title _____	2000 Date _____

STATE OF MONTANA)

County of Toole)

On this 10th day of November, 2000, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person ~~(s)~~ whose name ~~(s)~~ is ~~(s)~~ subscribed to the within instrument, and acknowledged to me that ~~(he)~~ ~~(she)~~ ~~(they)~~ executed the same.

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



Debbie A. Palmer
Notary Public for the State of Montana
Residing at Valier, Montana
My Commission expires February 28, 2001

32925-5H

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MONTANA FIRST SUBORDINATE DEED OF TRUST

THIS TRUST INDENTURE, made this 10th day of November, 2000, between Jane M. _____, whose mailing address is _____,
Shelby, Montana 59474, as GRANTOR, and First American Title _____,
with principal office at 325 1st Ave. N. Great Falls, Montana, as
TRUSTEE, and the City of Shelby, with principal office at City Hall, 112 First Street South, Shelby, MT, as
BENEFICIARY.

WITNESSETH: That the Grantor hereby irrevocably GRANTS, BARGAINS, CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, nevertheless, WITH POWER OF SALE, that certain real property, which does not exceed fifteen (15) acres in area, situated in the County of Toole, State of Montana, particularly described as follows, to-wit:

(SEE EXHIBIT, ATTACHED)
Lots _____, Block _____, of the _____
Addition (Or Original Townsite) of the City of Shelby, Toole County, Montana

TOGETHER WITH: (1) All buildings, fixtures and improvements thereon and all water rights, rights of way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said premises or belonging to the same; (2) All right, title and interest hereafter acquired in or to any of said premises, hereby also releasing, relinquishing and waiving all exemptions, rights of dower and homestead, in or to said premises, vested or inchoate; (3) All heating, air conditioning, plumbing and lighting facilities, equipment and fixtures now or hereafter installed upon or within said premises, used or proper or necessary to constitute the said premises a habitable, usable or operating unit- all of said property being designated and deemed for the purposes of this instrument a part of the realty; and (4) All of the rents, issues and profits of said premises, SUBJECT, HOWEVER, to the right, power, and authority hereinafter conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) Payment of the principal sum of Eighteen thousand eight hundred twenty two & no Dollars, (\$18,822.00) with interest thereon according to the terms of a promissory note, dated November 10, 2000, (and any extensions and/or renewals or modifications thereof), made by Grantor payable on See Promissory Note; (2) Payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided; (3) Performance of each agreement of Grantor herein and said not contained; and (4) Payment of any future advances, in no event exceeding See Promissory Note Dollars, now in contemplation of the parties, if the Beneficiary at its sole options elects to make any advances whatsoever.

TO PROTECT THE SECURITY OF THIS TRUST INDENTURE, AND FOR OTHER PURPOSES, GRANTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete and restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, covenants and restrictions affecting said property' not to commit or permit waste thereof; not commit, suffer or permit any act upon said property in

344154

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violation of the law ; to do all other acts which from character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

- a) To commence construction promptly and to pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to the Beneficiary, and
- b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided in this instrument, and as allowed by law.

2. To provide, maintain and deliver to Beneficiary, insurance of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by the Beneficiary with loss payable clause in favor of and in form acceptable to Beneficiary. In the event of loss, Grantor shall give immediate notice to Beneficiary, who may make proof of loss and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.
3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of Title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
4. To pay before delinquent all taxes and assessments, including interest and penalties, affecting said premises and improvements; to promptly pay and discharge all encumbrances, charges and liens on said property which at any time are, or appear to be, prior or superior hereto. In addition to the payments due in accordance with the terms of the note hereby secured, Grantor shall, at the option and demand of the Beneficiary, pay to the Beneficiary monthly and concurrently with payment of principal and interest, a sum equal to one-twelfth (1/12th) of the annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, as estimated by the Beneficiary, in trust nevertheless for Grantor's use and benefit and for payment by Beneficiary of any such items when due. The failure of Grantor to make any of such payments shall constitute a default under this trust.
5. Except as otherwise expressly provided herein, to pay all costs, fees and expenses of this trust, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustee's and attorney's fees as allowed by law.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without any obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes.
7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee,

with interest from date of expenditure at the rate of eight per cent (8%) per annum until paid, and the payment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Without affecting the liability of any person, including Grantor, for the payment of any indebtedness secured hereby, or the lien of this Trust Indenture on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows: Beneficiary may from time to time and without notice:

- (a) Release any person liable for payment of any of the indebtedness,
- (b) Extend the time or otherwise alter the terms of payment of any of the indebtedness,
- (c) Alter, substitute or release any property securing indebtedness;

Trustee may, at any time and from time to time, upon written request of Beneficiary:

- (a) Consent to the making of any map or plat of the property,
- (b) Join in granting any easement or creating any restriction thereon,
- (c) Join in any subordination or other agreement affecting this Trust Indenture or lien or charge thereof,
- (d) Reconvey, without warranty, all or any part of the property.

9. (a) Both parties agree that Beneficiary may, if Beneficiary so elects, procure and thereafter continue during the term of this Indenture, for as long as Beneficiary desires, a form of insurance acceptable to Beneficiary insuring Beneficiary against any loss sustained by Beneficiary by reason of any default in payment by Grantor of the secured indebtedness. If Beneficiary elects to procure such insurance, Grantor shall promptly reimburse Beneficiary the full amount of the initial premium for such insurance. During the term of this Indenture, Grantor shall each month deposit in escrow with Beneficiary 1/12th of the next following anticipated annual premium for such insurance, said deposit to be made at the same time and place as Grantor makes monthly payments on the aforementioned promissory note. Beneficiary may thereafter pay all annual renewal premiums from such escrow. Should the amount deposited in escrow be insufficient to pay any renewal premium in full as the same become due, Grantor shall immediately upon demand deposit with or pay to Beneficiary such additional amount as may be sufficient to pay the renewal premium in full. Failure of Grantor to pay or deposit any of the amount referred to herein shall constitute a default of the terms of this Indenture. Mortgagor further agrees to deposit in escrow with Beneficiary 1/12th of the annual premium for hazard insurance coverage and annual taxes and assessments each month. Failure of the Grantor to deposit any of the above amounts in the escrow account shall constitute a default of the terms of this indenture.

9. (b) Upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Trust Indenture and said not to Trustee for cancellation and retention and upon payment by Beneficiary of its fees, Trustee shall reconvey too Grantor, without warranty, the property then held hereunder.

10. As additional security, Grantor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Indenture and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby

or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Grantor shall default as aforesaid, Grantor's right to collect any of such monies shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor subordination of the lien or charge of this Trust Indenture to any such tenancy, lease or option.

11. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Grantor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire or other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. Time is of the essence hereof. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause such property to be sold to satisfy the obligations hereof, and Trustee or Beneficiary shall file such notice for record, in each county wherein said property or some part thereof is situated. Beneficiary shall also deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

14. After the lapse of such time as may then be required by law following the recording of such notice of default and of election to cause said property to be sold, and notice of default and notice of sale having been given as then required by law, Trustee, or its attorney, without demand on Grantor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in cash in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale for a period not to exceed fifteen (15) days by public proclamation by such person at the time and place fixed in the notice of sale, and no other notice of the postponed sale need be given. Trustee shall execute and deliver to the purchaser its deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary (but excluding Trustee) may bid at the sale. After deducting all costs and expenses of exercising the power of sale and of the sale, including cost of search and evidence of title, advertising and recording expenses, documentary taxes and Trustee's and attorney's fees, Trustee shall apply the proceeds of sale to payment of all amounts secured hereby and due hereunder, including all sums expended by the Trustee and

Beneficiary, or either of them, with accrued interest thereon at the rate of eight per cent (8%) per annum from the date of expenditure thereof, and the surplus, if any, to the person or persons legally entitled thereto; provided that the Trustee, in its discretion, may deposit such surplus with the County Clerk and Recorder of the County in which the sale took place.

15. Grantor agrees to surrender possession of the hereinabove described trust property to the purchaser at the aforesaid sale on the tenth (10th) day following sale, in the event such possession has not previously been delivered by Grantor.

16. Each abstract of title, title insurance policy and all other evidences of title, and all hazard insurance policies placed or deposited with the Beneficiary shall be deemed an incident to the title to the trust property and upon foreclosure by exercise of power of sale, or otherwise, shall pass to the purchaser and the same are hereby pledged as additional security for payment of the indebtedness secured hereby.

17. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Indenture in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the Court.

18. Except as may be otherwise provided herein, Grantor agrees to pay to Beneficiary or Trustee the costs and expenses, including a reasonable attorney's fee, incurred by either of them in instituting, prosecuting or defending any Court action in which Grantor does not prevail, if such action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereof by a party hereto, including but not limited to an action to obtain possession of the above property after exercise of the power of sale granted hereunder.

19. This Trust Indenture shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Indenture, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Trustee accepts this Trust when this Trust Indenture, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other trust indenture or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

21. This Trust Indenture is made within the State of Montana pursuant to the Small Tract Financing Act of Montana, and is not made or taken in substitution for any mortgage in existence on the effective date of said Act.

22. Grantor requests that a copy of any notice of default and of any notice of sale hereunder by mailed to him at the address hereinabove set forth.

IN WITNESS WHEREOF, the Grantor (has) ~~(have)~~ hereunto ~~(his)~~ (her) ~~(their)~~ hand (s) the day and year first hereinabove written.



STATE OF MONTANA)

County of Toole)

On this 10th day of November, 2000, before me, a Notary Public for the State of Montana, personally appeared _____ known to me to be the person ~~(s)~~ whose name ~~(s)~~ is ~~(are)~~ subscribed to the within instrument, and acknowledged to me that ~~(he)~~ (she) ~~(they)~~ executed the same.

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

Vicki G. Pulver
Notary Public for the State of Montana
Residing at Valier, Montana
My Commission expires February 28, 2001

STATE OF MONTANA)

County of _____)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared _____ known to me to be the _____ and the _____ of _____, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my name and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana
Residing at _____
My Commission expires _____

REQUEST FOR FULL RECONVEYANCE

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Indenture. Said note, together with all other indebtedness secured by said Trust Indenture, has been fully paid and satisfied and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Trust Indenture, to cancel said note above mentioned and all other evidences of indebtedness secured by said Trust Indenture delivered to you herewith, together with said Trust Indenture, and to reconvey, without warranty, to the parties designated by the terms of said Trust Indenture, all the estate now held by you thereunder.

Mail Reconveyance to : _____

WILLIAM E. HUNT, JR.

PO Box 569
201 Main Street
Shelby MT 59474

Attorney at Law

406-434-3900 Phone
866-434-3900 Toll Free
406-434-3898 Fax
huntlaw@3rivers.net

April 24, 2023

Hon. Gary W. McDermott
City of Shelby Mayor
112 1st Street South
Shelby MT 59474

RE: HUD Loan Promissory Note Repayment

Dear Mayor McDermott:

You have requested my opinion regarding the Promissory Note between a Borrower and the City of Shelby as Lender executed on November 10, 2000. The Borrower borrowed \$18,822.00 from the Shelby Homebuyer's Assistance funded by USRDA HUD which the City administered. The Borrower used the funds as part of a large down payment on the home the Borrower still resides in. The City still has a lien on the loan.

A client of your accounting firm contacted you to assist him or her in paying off the Note on behalf of the Borrower. Consequently, you have the appearance of a conflict of interest between your professional relationship with your client and your capacity as Mayor.

You specifically request my opinion on the amount that Borrower should repay and the best method of approving the repayment.

To summarize my opinion- First, the City has the range of completely forgiving the principal and interest (\$0.00) to the upper limit of the Note (which would be determined by a formula as explained below).

Second, my opinion is that the City Council should review and approve any change to the Note.

My recommendation to the Council is to approve a settlement for the principal of \$18,822.00 and forgive the interest.

Background

The HUD program was funded to help Shelby residents with modest means purchase homes and/or improve their current homes with things such as more efficient furnaces. Over the years, the Program changed requirements. A few years after Borrower's Note,

PAGE TWO

City Loan Repayment Opinion Letter

April 24, 2023

the Program's requirement changed to reduce the required repayment over a period of 10 years. If the borrower owned the home as a primary residence for 10 years, then the note was completely forgiven.

In this instance, Borrower's Note is an earlier version that contractually requires her to repay the principal of \$18,822.00 as well as interest determined by the sales price less the purchase price (\$60,000) multiplied by the ratio of the loan amount and purchase price (0.3137) plus the loan amount. Or,

$\$18,822 + [(\text{Sales Price} - \$60,000) \times 0.3137] = \text{Amount of Note Repayment}$

The Note contemplates that Note will be paid upon her selling her home, no longer using it as her primary residence, or upon her death which will trigger a sale or "as appreciation of value" (probably determined by an appraisal).

Legal Analysis

I find no federal or state laws or regulations requiring the City to follow the above formula. The Note is a part of a contractual obligation between the Parties. Montana Law allows parties to a contract to modify it. The City may legally modify the Note "downward" or reduce the amount to be repaid. The City may, in fact, completely forgive the principal and interest.

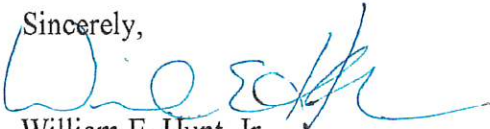
Reason for Recommendation

In the same year that Borrower acquired her loan, another borrower also acquired City administered HUD loan under the same terms. In 2017, she sold her home. She repaid the principal amount, but the City waived her interest. The rationale at that time was that her note appeared somewhat unjust given that future program requirements forgave interest and principal over time. Had she acquired the loan the following year, all of the note (principal and interest) would have been forgiven in 10 years. Additionally, she was counting on the proceeds of that home sale to fund the purchase of her next home.

Because you have the appearance of a conflict of interest, my recommendation is that this transaction should be arms-length with an independent review. The Council should review this matter and make a determination as to the appropriate course of action.

If you require any further opinion or have any questions, please contact me.

Sincerely,



William E. Hunt, Jr.

Attorney for the City of Shelby

WEH/s