

# CITY OF SHELBY

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



**Mayor:** Gary McDermott  
**Council:** Joe Flesch, Deb Clark, Aaron Heaton,  
Lyle Kimmet, Bill Moritz, Trent Tustian  
**Animal Control:** Mark Warila  
**Attorney:** William E. Hunt, Jr.  
**Building Inspector:** Rob Tasker  
**Community Development:** Lorette Carter  
**Finance Officer:** Jade Goroski  
**Judge:** Joe Rapkoch

## "NOTICE OF SHOW CAUSE HEARING"

June 12, 2019

TEDDY MIERZWINSKI  
P.O. Box 770  
SHELBY, MT 59474

RE: 735 Teton Ave. (Community Decay)  
Block 2, lots S12'6" of 12 all of 13 & 14, Wilcox 1st Addition to Shelby

You are hereby notified to appear at a hearing to be held on July 1, 2019, 6:30pm, City Hall, 112 1st Street South, City of Shelby, Toole County, Montana, to show cause why the above described property, which has been reported to be a community decay violation in accordance with the building inspector's notice, dated April 15<sup>th</sup>, 2019 a copy of which is attached hereto.

This hearing shall be held pursuant to Title 4, Chapter 6 of the Shelby Municipal Code. A copy of the code is available for your review at the Shelby City Hall. If requested from Bill Hunt, City Attorney, 201 Main Street, Shelby, Montana, a copy of all relevant code sections will be provided to you for your review prior to said hearing. At this hearing, you are free to testify or bring other persons to testify on your behalf. At the conclusion of the hearing, the City of Shelby City Council will make its determination, based on the evidence, whether said property is in fact in a Condition of Community Decay and should or should not be abated in accordance with the statement of particulars hereinabove referenced to. You are, of course, entitled to an attorney, at your expense, to represent you at said hearing. You may appeal any unfavorable decision to District Court. Your failure to appear may cause a decision unfavorable to you. An unfavorable decision to you could lead to a lien being placed upon the property, if the City of Shelby has the above described property abated as requested in the April 15<sup>th</sup>, 2019 "Notice of Community Decay" hereinabove referred to. Any such lien placed on your property would be in the nature of a tax lien and could lead to a forced sale of the property, in the event the amount of the lien is not paid in full.

DATED THIS 12<sup>th</sup> day of June, 2019

BY ORDER OF THE SHELBY CITY COUNCIL

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William Hunt  
City Attorney

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**Mayor:** Larry J. Bonderud  
**Council:** Cindy Doane, Eugene Haroldson,  
Harvey Hawbaker, Lyle Kimmet,  
Don Lee, John "Chip" Miller, Jr.  
**Animal Control:** Mark Warila  
**Attorney:** William E. Hunt, Jr.  
**Building Inspector:** Rob Tasker  
**City Planner:** Jim Yeagley  
**Community Development:** Lorette Carter  
**Finance Officer:** Teri Ruff  
**Judge:** Sherrie Murphy  
**Recreation Director:** Cindy Florez  
**Superintendent:** Bill Moritz

April 15, 2019

Teddy Mierzwinski  
735 Teton  
Shelby, MT 59474

Dear Mr Mierzwinski:

You are in violation of Title 4, Chapter 6 of the Shelby Municipal Code (S.M.C.), regarding the junk in your yard at 735 Teton Ave.. The S.M.C. defines a "nuisance" as:

11. "Nuisance" means anything which is injurious to health, indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or which unlawfully obstructs to free passage or use, in the customary manner, or any navigable lake, river, bay, stream, canal or basin or any public park, square, street, or highway including but not limited to:

- A. any junk; or,
- B. any junk vehicle; or
- C. dead animal(s); or
- D. animal waste; or
- E. appliances; or
- F. blighted premises; or a mobile home that is not skirted

4-6-5. Abatement and Mitigation. The abatement or mitigation of conditions which constitute a public nuisance prohibited by this Ordinance shall be accomplished under the provisions of this section.

- A. Upon its own initiative, or within thirty (30) days of receiving a written, signed complaint that a condition of community decay exists, the department shall inspect the subject property to determine whether there is a violation of this ordinance.
- B. If it is determined that there is a violation of this Ordinance, the department shall notify the owner, manager or lessee of the property, or other responsible party in writing of the violation by certified mail, return receipt, and order its abatement or mitigation within thirty (30) days of their receipt of the letter. The notice of violation shall:

1. Include a statement specifically describing the violation;
  2. Specify that the owner, manager, or lessee, or other responsible party has thirty (30) days from the receipt of such notice to bring the property into compliance, or to submit a corrective action plan to comply with this ordinance by means of removal, shielding or mitigation of the conditions; and
  3. Advise the owner, manager, or lessee, or other responsible party that if the violation is not resolved, the City of Shelby may undertake abatement or mitigation and assess the costs to the owner.
- C. Upon receipt of a notice of violation, the owner, manager, or lessee, or other responsible party, may submit a plan to the department which shall include.
1. A complete description of the plan to be undertaken.
  2. The date for commencement of the corrective action.
  3. The date for completion of the corrective action. An extension may be granted at the discretion of the department.
- D. The department may accept or reject the plan, accept the plan with modifications, or request additional information before making a final determination.
- E. The owner, manager, or lessee, or other responsible party may appeal the department's final decision according to the procedure set forth in Section 6.

4-6-6. Appeal Process. An alleged violator may appeal a department's decision in writing via certified mail to the Shelby City Council within ten (10) days of the department's final decision regarding:

1. A determination that a community decay violation exists,
2. Rejection of a corrective action plan, or
3. The assessment of a fine for noncompliance.

The City Council shall hold a hearing within forty-five (45) days from the date that the appeal was received. The City Council shall, in writing, affirm, modify or withdraw the department's decision within thirty (30) days after the hearing. Once an appeal for a hearing has been made, the department's decision shall be stayed until the City Council has held the hearing and affirmed, modified or withdrawn the determination of the department. The City Council will issue an order of the City Council's findings signed by the Mayor. The order shall include what, if any, corrective actions are required, the time period for the corrective actions, and that the department or City of Shelby is authorized to remedy the violation and assess costs to the responsible party.

If a violator fails to resolve a violation upon order from the City Council, the department shall be authorized to remedy the violation, and assess costs to the property owner, manager, or lessee, or other responsible party. In the event that a violator does not appeal the department's decision and fails to resolve the violation, the department will bring the matter before the City Council for authorization to complete the corrective action, and assess costs to the property owner, manager, or lessee, or other responsible party. If the assessment is not paid, it shall become a lien upon the property and may be enforced, as is non-payment of property taxes.

4-6-7 Enforcement and Penalties. A violation of this Ordinance, or plan approved under this Ordinance or order issued under this Ordinance shall constitute a misdemeanor. Any person who shall violate any of the provisions of this Chapter shall, upon conviction, thereof, be punishable

as provided in Section 1.08.010 Shelby Municipal Code. Each day the violation is in existence may be considered a separate violation. Any court or judge before whom there may be pending any proceeding for the violation of any of the provisions of this chapter, in addition to any fine or other punishment which it may impose for such violation, may order such nuisance abated.

**You have until May 15, 2019 to comply with this ordinance**

**BY ORDER OF THE CITY OF SHELBY, MONTANA**

cc: City Attorney  
On file



735 TETON AVE.

























**MINUTES OF REGULAR COUNCIL MEETING OF THE SHELBY CITY COUNCIL  
HELD IN COUNCIL CHAMBERS  
June 17, 2019**

Mayor McDermott called the meeting to order at 6:30 p.m. Present were: Debbie Clark, Lyle Kimmet, Joe Flesch, Trent Tustian, Bill Moritz and Aaron Heaton, Council Members; Bill Hunt, City Attorney; Jade Goroski, Finance Officer; Luis Correa, Superintendent; Lorette Carter, Community Development Director. Absent and Excused: None.

Other citizens present: Jim Yeagley

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

MORITZ MADE A MOTION TO APPROVE THE 6/03/2019 MINUTES. SECONDED BY TUSTIAN. VOTE: AYES - CLARK, KIMMET, FLESCH, MORITZ, HEATON. NOES - NONE. ABSENT - TUSTIAN. ABSTAIN - NONE.

**APPEARANCE REQUESTS**

- None

**COMMITTEE REPORTS**

- Law Enforcement Report

**CITY ATTORNEY**

1. Resolution No. 1992 re: Sidewalk Funding Assistance Program  
*Discussion tabled until next meeting.*
2. MOU Marias Care Center  
*City Attorney will have the MOU ready for the July 1, 2019 Meeting.*

**CITY FINANCE OFFICER**

1. City Judge's Report, May 2019
2. Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Cash Flow Report, Project Budgets, 5/31/2019  
KIMMET MADE A MOTION TO APPROVE THE REPORTS. SECONDED BY MORITZ. VOTE: AYES - CLARK, KIMMET, FLESCH, MORITZ, HEATON. NOES - NONE. ABSENT - TUSTIAN. ABSTAIN - NONE.
3. City of Shelby Delinquent Taxes, 5/31/2019
4. FY 19,20,21 Audit Proposals  
HEATON MADE A MOTION TO APPROVE THE JCC&S AUDIT PROPOSAL. SECONDED BY CLARK. VOTE: AYES - CLARK, KIMMET, FLESCH, MORITZ, HEATON. NOES - NONE. ABSENT - TUSTIAN. ABSTAIN - NONE.

### CITY SUPERINTENDENT

#### 1. Concrete Bid - Town Pump Street Repair

TUSTIAN MADE A MOTION TO APPROVE THE \$8,600 BID FROM KEMPF MASONRY. SECONDED BY HEATON. VOTE: AYES - CLARK, KIMMET, FLESCHE, MORITZ, HEATON. NOES - NONE. ABSENT - TUSTIAN. ABSTAIN - NONE.

### COMMUNITY DEVELOPMENT DIRECTOR

#### 1. TBID FY 2020 WORK PLAN

TUSTIAN MADE A MOTION TO APPROVE THE WORK PLAN. SECONDED BY MORITZ. VOTE: AYES - CLARK, KIMMET, FLESCHE, MORITZ, HEATON. NOES - NONE. ABSENT - TUSTIAN. ABSTAIN - NONE.

### OTHER MATTERS

#### 1. Yeagley Planning Service Contract

MORITZ MADE A MOTION TO APPROVE THE CONTRACT. SECONDED BY KIMMET. VOTE: AYES - CLARK, KIMMET, FLESCHE, TUSTIAN, MORITZ, HEATON. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

#### 2. Food Pantry Lease

KIMMET MADE A MOTION TO APPROVE THE 5 YEAR LEASE. SECONDED BY TUSTIAN. VOTE: AYES - CLARK, KIMMET, FLESCHE, TUSTIAN, MORITZ, HEATON. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

#### 3. Service Worker Hire

KIMMET MADE A MOTION TO APPROVE HIRING JACOB ANDERSON. SECONDED BY CLARK. VOTE: AYES - CLARK, KIMMET, FLESCHE, TUSTIAN, MORITZ, HEATON. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

#### 4. Gate Valve - NCMRWA

HEATON MADE A MOTION TO APPROVE SPLITTING THE \$17,000 GATE VALVE COST WITH NCMRWA, THE CITY'S CONTRIBUTION WILL BE \$8,500. SECONDED CLARK. VOTE: AYES - CLARK, KIMMET, FLESCHE, MORITZ, HEATON. NOES - NONE. ABSENT - TUSTIAN. ABSTAIN - NONE.

#### 5. Coyote Hills Street Light

TUSTIAN MADE A MOTION TO APPROVE MOVING AHEAD WITH ADDING LIGHTING TO THE PARK SIDE OF THE COYOTE HILLS SUBDIVISION. SECONDED BY HEATON. VOTE: AYES - CLARK, KIMMET, FLESCHE, MORITZ, HEATON. NOES - NONE. ABSENT - TUSTIAN. ABSTAIN - NONE.

#### 6. City Owned Properties - A listing of City property will be provided for the next council packet.

#### 7. Swimming Pool Roofing Repair



TUSTIAN MADE A MOTION TO APPROVE THE ADDITIONAL \$5,100.  
SECONDED BY HEATON. VOTE: AYES - CLARK, KIMMET, FLESCHE,  
TUSTIAN, MORITZ, HEATON. NOES - NONE. ABSENT - NONE.  
ABSTAIN - NONE.

8. 2<sup>nd</sup> Street S & 5<sup>th</sup> Ave S - Stop Sign

HEATON MADE A MOTION TO APPROVE THE STOP SIGN. SECONDED BY  
KIMMET. VOTE: AYES - CLARK, KIMMET, FLESCHE, TUSTIAN, MORITZ,  
HEATON. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

ADJOURN

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

\_\_\_\_\_  
Gary McDermott, Mayor

ATTEST:

\_\_\_\_\_  
Jade Goroski, Finance Officer

06/27/19  
10:07:52

CITY OF SHELBY  
Claim Details  
For the Accounting Period: 6/19

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Report ID: AP100

\* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
180887	00039 PETTY CASHIER	87.00						
1	2856 06/27/19 TC Treasurer Specialty Plates	80.00			7427 411850	800	101000	
2	2857 06/27/19 TC C&R 6/19 Legal Filings	1.75			1000 410550	300	101000	
3	2857 06/27/19 TC C&R 6/19 Legal Filings	1.75*			5210 430570	300	101000	
4	2857 06/27/19 TC C&R 6/19 Legal Filings	1.75			5310 430670	300	101000	
5	2857 06/27/19 TC C&R 6/19 Legal Filings	1.75*			5410 430870	300	101000	
180888	01806 ALARM SERVICE INC	35.00						
1	R 97527 06/21/19 7/19 Fire Alarm Monitoring	35.00			1000 420401	300	101000	
180889	00343 ENERGY LABORATORIES INC	610.00						
1	237781 06/05/19 Lagoon Effluent/Influent	200.00		32132	5310 430600	300	101000	
2	240251 06/17/19 Lagoon Effluent/Influent	275.00		32141	5310 430600	300	101000	
3	241987 06/21/19 Lagoon Effluent	135.00		32157	5310 430600	300	101000	
180890	00400 UTILITIES UNDERGROUND LOCATION	52.78						
1	9055096 05/31/19 29 Locates for 5/19	52.78		32137	5210 430500	300	101000	
180891	01137 AQUA TECH LABORATORY	80.00						
1	31141 06/03/19 Monthly Coliform Water Testing	80.00		32139	5210 430500	300	101000	
180892	00539 YEAGLEY, JAMES H	600.00						
1	06/26/19 6/19 Planning Services	600.00			1000 411030	350	101000	
180893	02045 NAPA AUTO PARTS	515.38						
1	115791 06/06/19 (6)Nut Driver	38.10*		31026	1000 420500	200	101000	
2	113941 05/06/19 Hubcap Vent Plug	7.08*		32143	5410 430830	200	101000	
3	114050 05/08/19 Acetylene/Hazmat	133.71*		32143	1000 430200	200	101000	
4	114517 05/15/19 Drillpress	45.00*		32143	1000 430200	200	101000	
5	116602 06/19/19 Overcharge Drill Press	-45.00*		32143	1000 430200	200	101000	
6	115318 05/29/19 Air Fresheners/Brush	31.27*		32143	5410 430830	200	101000	
7	116566 06/18/19 Air Freshener	3.49*		32143	1000 430200	200	101000	
8	115671 06/04/19 Purple Power	22.99*		32143	5410 430830	200	101000	
9	115773 06/05/19 Fittings	33.98*		32143	5410 430830	200	101000	
10	115688 06/05/19 Filters/Coolant	127.84*		32143	1000 430200	200	101000	
11	116583 06/18/19 Filter	4.71*		32143	1000 430200	200	101000	
12	114424 05/14/19 Hammer/RTV3 oz/Gasket Material	50.85*		32143	1000 430200	200	101000	
13	301618 05/30/19 Snow Foam	28.54*		32143	1000 430200	200	101000	
14	116339 06/14/19 Trailer Ball/Sand Pad/Tape	40.32		32143	1000 460430	200	101000	
15	116345 06/14/19 Return-Trailer Ball	-21.99		32143	1000 460430	200	101000	
16	116345 06/14/19 Trailer Ball	14.49		32143	1000 460430	200	101000	

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180894	-98621E 01486 USDA RURAL DEVELOPMENT	1,603.00					
1	06/05/19 Fire Hall Improvement Loan	1,371.47*			1000 490527	610	101000
2	06/05/19 Fire Hall Improvement Loan-Int	231.53			1000 490527	620	101000
180895	01285 HUNT, WILLIAM E JR	5,555.99					
1	06/25/19 6/19 Legal Services	1,389.00*			1000 411100	350	101000
2	06/25/19 6/19 Legal Services	1,389.00*			5210 430513	350	101000
3	06/25/19 6/19 Legal Services	1,389.00*			5310 430613	350	101000
4	06/25/19 6/19 Legal Services	1,388.99*			5410 430813	350	101000
180896	-98622E 00111 FIRST STATE BANK	145.90					
1	06/04/19 Monthly Bank Service Charge	36.47			1000 410550	300	101000
2	06/04/19 Monthly Bank Service Charge	36.47*			5210 430570	300	101000
3	06/04/19 Monthly Bank Service Charge	36.48			5310 430670	300	101000
4	06/04/19 Monthly Bank Service Charge	36.48*			5410 430870	300	101000
180897	00043 SHELBY GAS ASSOCIATION	2,547.80					
1	06/25/19 6/19 Gas Bill	24.20			1000 411200	343	101000
2	06/25/19 6/19 Gas Bill	107.70			1000 420400	343	101000
3	06/25/19 6/19 Gas Bill	107.70*			1000 420401	343	101000
4	06/25/19 6/19 Gas Bill	1,709.80			1000 460445	343	101000
5	06/25/19 6/19 Gas Bill	47.40*			1000 460442	343	101000
6	06/25/19 6/19 Gas Bill	29.80			5410 430840	343	101000
7	06/25/19 6/19 Gas Bill	63.70			1000 430200	343	101000
8	06/25/19 6/19 Gas Bill	63.70			5210 430500	343	101000
9	06/25/19 6/19 Gas Bill	63.70			5310 430600	343	101000
10	06/25/19 6/19 Gas Bill	63.70			5410 430830	343	101000
11	06/25/19 6/19 Gas Bill	20.85			1000 411202	343	101000
12	06/25/19 6/19 Gas Bill	20.85			5210 430520	343	101000
13	06/25/19 6/19 Gas Bill	20.85			5310 430620	343	101000
14	06/25/19 6/19 Gas Bill	20.85			5410 430820	343	101000
15	06/25/19 6/19 Gas Bill	31.40			5210 430500	343	101000
16	06/25/19 6/19 Gas Bill	18.00			1000 460465	343	101000
17	06/25/19 6/19 Gas Bill	133.60			2936 460463	343	101000
180898	00026 MARIAS RIVER ELECTRIC COOP INC	11,838.05					
1	06/25/19 6/19 Electric Bill	77.01			1000 411200	342	101000
2	06/25/19 6/19 Electric Bill	124.20			1000 420400	342	101000
3	06/25/19 6/19 Electric Bill	124.20			1000 420401	342	101000
4	06/25/19 6/19 Electric Bill	53.36			1000 411202	342	101000
5	06/25/19 6/19 Electric Bill	53.36			5210 430520	342	101000
6	06/25/19 6/19 Electric Bill	53.36			5310 430620	342	101000
7	06/25/19 6/19 Electric Bill	53.34			5410 430820	342	101000
8	06/25/19 6/19 Electric Bill	111.04			1000 430200	342	101000

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Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
9	06/25/19 6/19 Electric Bill	111.04			5210 430500	342	101000		
10	06/25/19 6/19 Electric Bill	111.04			5310 430600	342	101000		
11	06/25/19 6/19 Electric Bill	111.05			5410 430830	342	101000		
12	06/25/19 6/19 Electric Bill	39.84			1000 440600	342	101000		
13	06/25/19 6/19 Electric Bill	39.84			1000 460430	342	101000		
14	06/25/19 6/19 Electric Bill	115.62*			1000 460465	342	101000		
15	06/25/19 6/19 Electric Bill	121.44			1000 460439	342	101000		
16	06/25/19 6/19 Electric Bill	539.62			1000 460442	342	101000		
17	06/25/19 6/19 Electric Bill	869.98			1000 460445	342	101000		
18	06/25/19 6/19 Electric Bill	3,873.66			2400 430263	342	101000		
19	06/25/19 6/19 Electric Bill	4,410.95			5210 430500	342	101000		
20	06/25/19 6/19 Electric Bill	430.42			5310 430600	342	101000		
21	06/25/19 6/19 Electric Bill	382.67			2936 460463	342	101000		
22	06/25/19 6/19 Electric Bill	31.01*			5410 430840	342	101000		
180899	01851 CT CLEANING	1,200.00							
1	06/25/19 6/19 Janitorial Service	60.00			1000 411202	390	101000		
2	06/25/19 6/19 Janitorial Service	60.00			5210 430520	390	101000		
3	06/25/19 6/19 Janitorial Service	60.00			5310 430620	390	101000		
4	06/25/19 6/19 Janitorial Service	60.00			5410 430820	390	101000		
5	06/25/19 6/19 HCH Park Bathroom	40.00			1000 460430	390	101000		
6	06/25/19 6/19 CC Janitorial Service	800.00			1000 460442	300	101000		
7	06/25/19 6/19 Williamson Bldg Service	120.00*			2936 460463	300	101000		
180900	25929S 00144 POSTMASTER	296.45							
1	06/24/19 6/19 UB Postage	98.82			5210 430570	310	101000		
2	06/24/19 6/19 UB Postage	98.82			5310 430670	310	101000		
3	06/24/19 6/19 UB Postage	98.81			5410 430870	310	101000		
180901	00048 TOOLE COUNTY CLERK & RECORDER	94,877.51							
1	05/31/19 Animal Control-Cell Phone	-17.41*			1000 440600	344	101000		
2	05/31/19 City Judge & Sec-Wages	3,026.68*			1000 410360	100	101000		
3	05/31/19 City Judge&Sec-Social Security	185.72*			1000 410360	141	101000		
4	05/31/19 City Judge & Sec-Medicare	43.44*			1000 410360	142	101000		
5	05/31/19 City Judge & Sec-PERS	259.39*			1000 410360	143	101000		
6	05/31/19 City Judge&Sec-UnemploymentIns	8.96			1000 410360	145	101000		
7	05/31/19 City Judge & Sec-Worker's Comp	22.57			1000 410360	146	101000		
8	05/31/19 City Judge-Health Insurance	356.50*			1000 410360	147	101000		
9	05/31/19 City Judge-Supplies	50.07			1000 410360	200	101000		
10	05/31/19 City Judge-Phone	19.63			1000 410360	344	101000		
11	05/31/19 City Judge-Travel & Education	227.96			1000 410360	370	101000		
12	05/31/19 Law Enforcement	34,370.00*			1000 420000	300	101000		
13	05/31/19 Law Enforcement	4,910.00			5210 420100	300	101000		
14	05/31/19 Law Enforcement	4,910.00			5310 420100	300	101000		
15	05/31/19 Law Enforcement	4,910.00			5410 420100	300	101000		



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Line #	Check Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account
16	05/31/19 Water Department-cell phone	-19.82*			5210 430500	344	101000
17	05/31/19 Past Due FY 17-18	41,613.82*			1000 420000	300	101000
180902	02368 OPTUM	17.00					
1	9510016638 06/15/19 HSA Service Fee	4.25			1000 410550	300	101000
2	9510016638 06/15/19 HSA Service Fee	4.25*			5210 430570	300	101000
3	9510016638 06/15/19 HSA Service Fee	4.25			5310 430670	300	101000
4	9510016638 06/15/19 HSA Service Fee	4.25*			5410 430870	300	101000
180903	02389 WELLS FARGO VENDOR FIN SERV	206.84					
Serial #6507270X							
1	69751854 06/19/19 6/19 Sharp MX-350 Copier-Sho	25.54*			1000 430200	200	101000
2	69751854 06/19/19 6/19 Sharp MX-350 Copier-Sho	25.54			5210 430500	200	101000
3	69751854 06/19/19 6/19 Sharp MX-350 Copier-Sho	25.54			5310 430600	200	101000
4	69751854 06/19/19 6/19 Sharp MX-350 Copier-Sho	25.54*			5410 430840	200	101000
5	69751854 06/19/19 6/19 Sharp MX-350 Copier-Sho	25.54*			1000 420500	200	101000
6	69771283 06/23/19 Sharp MX-350 Copier-Prop Tax	15.83*			1000 430200	200	101000
7	69771283 06/23/19 Sharp MX-350 Copier-Prop Tax	15.83			5210 430500	200	101000
8	69771283 06/23/19 Sharp MX-350 Copier-Prop Tax	15.83			5310 430600	200	101000
9	69771283 06/23/19 Sharp MX-350 Copier-Prop Tax	15.83*			5410 430840	200	101000
10	69771283 06/23/19 Sharp MX-350 Copier-Prop Tax	15.82*			1000 420500	200	101000
180904	00309 PREFERRED OFFICE EQUIPMENT	576.56					
1	29600 06/17/19 6/19 Maintenance & Copies	57.31*			1000 411050	300	101000
2	29600 06/17/19 6/19 Maintenance & Copies	108.54			1000 410550	300	101000
3	29600 06/17/19 6/19 Maintenance & Copies	108.54*			5210 430570	300	101000
4	29600 06/17/19 6/19 Maintenance & Copies	108.54			5310 430670	300	101000
5	29600 06/17/19 6/19 Maintenance & Copies	108.54*			5410 430870	300	101000
6	29599 06/17/19 6/19 Maintenance & Copies-Shop	42.55		32145	1000 430200	300	101000
7	29599 06/17/19 6/19 Maintenance & Copies-Shop	42.54*		32145	1000 420500	300	101000
180905	01388 3 RIVERS COMMUNICATIONS INC	956.45					
1	06/01/19 6/19 Phone Bill	12.39*			1000 420500	344	101000
2	06/01/19 6/19 Phone Bill	33.51			1000 410550	344	101000
3	06/01/19 6/19 Phone Bill	33.51			5210 430570	344	101000
4	06/01/19 6/19 Phone Bill	33.51			5310 430670	344	101000
5	06/01/19 6/19 Phone Bill	33.51			5410 430870	344	101000
6	06/01/19 6/19 Phone Bill	25.11			1000 430200	344	101000
7	06/01/19 6/19 Phone Bill	25.11*			5210 430500	344	101000
8	06/01/19 6/19 Phone Bill	25.11			5310 430600	344	101000
9	06/01/19 6/19 Phone Bill	25.11			5410 430830	344	101000
10	06/01/19 6/19 Phone Bill	96.76			1000 460465	300	101000
11	06/01/19 6/19 Phone Bill	163.96			1000 460442	344	101000
12	06/01/19 6/19 Phone Bill	64.60			1000 420400	344	101000
13	06/01/19 6/19 Phone Bill	64.60			1000 420401	344	101000

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14	06/01/19 6/19 Phone Bill	4.74			1000 410200	344	101000		
15	06/01/19 6/19 Phone Bill	4.74			5210 430512	344	101000		
16	06/01/19 6/19 Phone Bill	4.74			5310 430612	344	101000		
17	06/01/19 6/19 Phone Bill	4.74			5410 430812	344	101000		
18	06/01/19 6/19 Phone Bill	45.93			1000 460445	344	101000		
19	06/01/19 6/19 Phone Bill	136.70			5310 430600	344	101000		
20	06/01/19 6/19 Phone Bill	33.48*			5210 430500	344	101000		
21	06/01/19 6/19 Phone Bill	51.11*			5210 430500	344	101000		
22	06/01/19 6/19 Phone Bill	33.48*			5210 430500	344	101000		
180906	00359 BLACK MOUNTAIN SOFTWARE	20,485.00							
1	24501 06/01/19 FY 19-20 Software Maintenance	7,228.00			1000 410550	300	101000		
2	24501 06/01/19 FY 19-20 Software Maintenance	4,419.01*			5210 430570	300	101000		
3	24501 06/01/19 FY 19-20 Software Maintenance	4,418.99			5310 430670	300	101000		
4	24501 06/01/19 FY 19-20 Software Maintenance	4,419.00*			5410 430870	300	101000		
180907	-98624E 01545 AMAZON.COM	124.80							
1	1144157443 05/29/19 Fasco 115 Volt Pole Motor	124.80		31025	1000 460442	200	101000		
180908	-98623E 02474 LEAF BLOWERS DIRECT	364.99							
1	LBD2141721 05/29/19 Agri-Fab Tow Behind Lawn S	364.99		32119	1000 460430	200	101000		
180909	00047 BEN TAYLOR INC	157.53							
1	199703 05/08/19 RFD-Adhesive/Tee/Screws/PVC	20.98		31872	1000 420401	200	101000		
2	18364 05/28/19 RFD-5/19 Fuel	136.55		31872	1000 420401	230	101000		
180910	01780 MONTANA BROOM & BRUSH	326.25							
1	1359699 05/29/19 Tissue/Toilet Paper/Roll Towe	144.27		31574	1000 460442	200	101000		
2	1362612 06/12/19 Roll Towel/Toilet Paper/Soap	133.22		32011	2936 460463	200	101000		
3	1362613 06/12/19 Toilet Paper	12.19		32011	1000 411202	200	101000		
4	1362613 06/12/19 Toilet Paper	12.19		32011	5210 430520	200	101000		
5	1362613 06/12/19 Toilet Paper	12.19		32011	5310 430620	200	101000		
6	1362613 06/12/19 Toilet Paper	12.19		32011	5410 430820	200	101000		
180911	999998 LUIS M CORREA	15.00							
1	05/31/19 Pesticide Study Manual-Correa	15.00			1000 460430	200	101000		
180912	00041 SHELBY PROMOTER	203.20							
1	1922020 05/29/19 City Service Worker Ad	28.80			1000 430200	300	101000		
2	1922020 05/29/19 City Service Worker Ad	28.80			5210 430500	300	101000		
3	1922020 05/29/19 City Service Worker Ad	28.80			5310 430600	300	101000		
4	1922020 05/29/19 City Service Worker Ad	28.80			5410 430840	300	101000		
5	06/05/19 Yearly Subscription Renewal	10.00			1000 410550	300	101000		
6	06/05/19 Yearly Subscription Renewal	10.00*			5210 430570	300	101000		
7	06/05/19 Yearly Subscription Renewal	10.00			5310 430670	300	101000		

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8	06/05/19 Yearly Subscription Renewal	10.00*			5410 430870	300	101000		
9	SL192502 06/19/19 RFP Janitorial Services	12.00			1000 411202	300	101000		
10	SL192502 06/19/19 RFP Janitorial Services	12.00			1000 460442	300	101000		
11	SL192502 06/19/19 RFP Janitorial Services	12.00*			1000 411200	300	101000		
12	SL192502 06/19/19 RFP Janitorial Services	12.00*			2936 460463	300	101000		
180913	01988 FIELDSTONE OFFICE SUPPLY	137.49							
1	121893 06/06/19 Add Machine Rolls/Labels	15.35		32009	1000 410550	200	101000		
2	121893 06/06/19 Add Machine Rolls/Labels	15.36		32009	5210 430570	200	101000		
3	121893 06/06/19 Add Machine Rolls/Labels	15.36		32009	5310 430670	200	101000		
4	121893 06/06/19 Add Machine Rolls/Labels	15.36		32009	5410 430870	200	101000		
5	121920 06/12/19 Can Air/Notebook/Adhesive Note	5.45		32010	1000 410550	200	101000		
6	121920 06/12/19 Can Air/Notebook/Adhesive Note	5.46		32010	5210 430570	200	101000		
7	121920 06/12/19 Can Air/Notebook/Adhesive Note	5.46		32010	5310 430670	200	101000		
8	121920 06/12/19 Can Air/Notebook/Adhesive Note	5.46		32010	5410 430870	200	101000		
9	121765 05/07/19 Binders/Pens/Tabs/Notebooks	18.23		32131	1000 460445	200	101000		
10	121759 06/06/19 Laminating Sheets	23.50*		32131	1000 430200	200	101000		
11	121938 06/17/19 Brother LC61 Yellow Ink	12.50		31575	1000 460442	200	101000		
180914	01758 ROBERT W HERMANC	3,000.00							
1	9 05/31/19 2019 Annual Service Contract	3,000.00*			1000 411201	300	101000		
180915	02475 ANDERSON ZURMUEHLEN	10,280.79							
1	375015 05/23/19 Forensic Audit	2,570.20			1000 410530	350	101000		
2	375015 05/23/19 Forensic Audit	2,570.20			5210 410530	350	101000		
3	375015 05/23/19 Forensic Audit	2,570.20			5310 410530	350	101000		
4	375015 05/23/19 Forensic Audit	2,570.19			5410 410530	350	101000		
180916	01620 KADRMAS, LEE & JACKSON INC.	3,207.50							
1	10117752 06/05/19 WW Treatment Design	3,207.50			5310 430601	950 2282	101000		
180917	25925S 01946 ALL SEASON HEATING & AIR Council Approved 6/3/19	9,762.50							
1	04/19/19 1/2 Down Pool Exhaust System	9,762.50			2600 460400	900	101000		
180918	00702 MONTANA SIGN CO	499.00							
1	06/10/19 TBID-MVGC Sign	499.00			7199 212500		101000		
180919	00041 SHELBY PROMOTER	106.11							
1	06/10/19 TBID-Brochure Design	106.11			7199 212500		101000		

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180920	01329 CITY OF SHELBY	2,500.00							
1	06/11/19 TBID-Carter Admin Time 19-20	2,500.00			7199 212500		101000		
180921	00442 SHELBY AREA CHAMBER OF COMMERCE	3,096.00							
1	06/12/19 TBID-Chamber Web Fees 18-19	3,096.00			7199 212500		101000		
180922	-98620E 00144 POSTMASTER	1.60							
1	671 06/05/19 Storm Water Draw Postage	1.60			5720 430246	950 2283	101000		
180923	00076 MT LEAGUE OF CITIES & TOWNS	1,142.93							
1	20190630 06/05/19 19-20 League Membership Dues	285.74*			1000 410100	300	101000		
2	20190630 06/05/19 19-20 League Membership Dues	285.73*			5210 430511	300	101000		
3	20190630 06/05/19 19-20 League Membership Dues	285.73*			5310 430611	300	101000		
4	20190630 06/05/19 19-20 League Membership Dues	285.73*			5410 430811	300	101000		
180924	00512 MT DEPARTMENT OF ADMINISTRATION	170.00							
1	8938 06/07/19 Late AFR Filing Fee FY 2018	42.50			1000 410550	300	101000		
2	8938 06/07/19 Late AFR Filing Fee FY 2018	42.50*			5210 430570	300	101000		
3	8938 06/07/19 Late AFR Filing Fee FY 2018	42.50			5310 430670	300	101000		
4	8938 06/07/19 Late AFR Filing Fee FY 2018	42.50*			5410 430870	300	101000		
180925	01620 KADRMAS, LEE & JACKSON INC.	2,671.77							
1	10118206 06/10/19 Rail Safety-Prelim/FinalDesi	2,671.77			1000 470120	790	101000		
180926	01620 KADRMAS, LEE & JACKSON INC.	25,277.61							
1	10117820 06/06/19 Storm Water-Survey	1,905.83			5720 430246	950 2283	101000		
2	10117820 06/06/19 Storm Water-Construction Adm	1,924.07			5720 430246	950 2283	101000		
3	10117820 06/06/19 Storm Water-RPR	20,793.10			5720 430246	950 2283	101000		
4	10117820 06/06/19 Storm Water-Additional Servi	654.61			5720 430246	950 2283	101000		
180927	01620 KADRMAS, LEE & JACKSON INC.	1,296.94							
1	10117819 06/06/19 Storm Water Phase II-Design	866.59			5720 430246	950 2283	101000		
2	10117819 06/06/19 Storm Water Phase II-Bidding	430.35			5720 430246	950 2283	101000		
180928	01620 KADRMAS, LEE & JACKSON INC.	6,626.60							
NCMRWA Grant									
1	10117821 06/06/19 Wellfield Improvements	6,626.60			5210 430501	950 2285	101000		
180929	01620 KADRMAS, LEE & JACKSON INC.	20,109.05							
NCMRWA Grant									
1	10117822 06/06/19 Wellfield Improvements	20,109.05			5210 430501	950 2285	101000		



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180930		999998 JADE M GOROSKI	299.08						
	Budget	Workshop - Butte, MT 6/11/19							
1	06/11/19	Mileage/Meals-Goroski	74.77			1000 410550	370	101000	
2	06/11/19	Mileage/Meals-Goroski	74.77*			5210 430570	370	101000	
3	06/11/19	Mileage/Meals-Goroski	74.77			5310 430670	370	101000	
4	06/11/19	Mileage/Meals-Goroski	74.77			5410 430870	370	101000	
180931		02090 CERTIFIED FOLDER DISPLAY SERVICE	3,658.53						
1	06/14/19	TBID-Distribution of Brochure	3,658.53			7199 212500		101000	
180932		02476 NUTRIEN AG SOLUTIONS INC	1,673.56						
1	39250000 06/06/19	E-2/Espanade/Lecitech/Method	1,673.56		32125	1000 460430	200	101000	
180933		02335 CINTAS CORPORATION	176.04						
1	5014052540 06/13/19	Restock Shop Medicine Cabi	176.04*		32126	1000 430200	200	101000	
180934		02473 JONAS SPRINKLERS & FERTILIZER	230.25						
1	27317 06/07/19	Aeration Meadowlark Park	230.25		32127	1000 460430	300	101000	
180935		02412 CORE & MAIN	1,323.08						
1	K525986 05/28/19	Mech Seal(Booster Pump)	1,323.08		32128	5210 430500	200	101000	
180936		01700 ORKIN, INC	537.12						
1	26179435 05/31/19	Year In Advance-HCH	537.12*		32129	1000 411200	300	101000	
180937		00049 TRACTOR & EQUIPMENT CO	221.40						
1	375938 05/22/19	(4)Links (Scraper)	221.40*		32130	5410 430840	200	101000	
180938		02334 BEN TAYLOR INC.	1,695.66						
1	687861 06/11/19	Diesel	1,315.29		32123	5410 430840	230	101000	
2	657553 06/18/19	Diesel	380.37		32136	5410 430840	230	101000	
180939		00047 BEN TAYLOR INC	5,676.92						
1	45622 05/02/19	UV Plant Propane	653.10			5210 430500	230	101000	
2	45623 05/02/19	Williamson Park Propane	187.25			5210 430500	230	101000	
3	18162 05/28/19 5/19	Fuel	286.71		32133	1000 430200	230	101000	
4	18162 05/28/19 5/19	Fuel	185.59		32133	1000 430200	230	101000	
5	18162 05/28/19 5/19	Fuel	870.56*		32133	5410 430830	230	101000	
6	18162 05/28/19 5/19	Fuel	59.93*		32133	5310 430600	230	101000	
7	18162 05/28/19 5/19	Fuel	221.58*		32133	5310 430600	230	101000	
8	18162 05/28/19 5/19	Fuel	344.24		32133	5410 430840	230	101000	
9	18162 05/28/19 5/19	Fuel	68.04		32133	5210 430500	230	101000	
10	18162 05/28/19 5/19	Fuel	175.27		32133	1000 430200	230	101000	
11	18162 05/28/19 5/19	Fuel	349.26		32133	1000 430200	230	101000	

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12	18162	05/28/19 5/19 Fuel	254.36		32133	5210 430500	230	101000
13	18162	05/28/19 5/19 Fuel	146.65*		32133	1000 420500	230	101000
14	18162	05/28/19 5/19 Fuel	155.29		32133	1000 440600	230	101000
15	18162	05/28/19 5/19 Fuel	33.29		32133	5410 430840	230	101000
16	18162	05/28/19 5/19 Fuel	297.51		32133	1000 430200	230	101000
17	199047	05/01/19 Bulk Iron	61.25*		32082	5410 430840	200	101000
18	200560	05/17/19 Bolts/Nuts	1.94*		32134	5410 430840	200	101000
19	688744	05/06/19 Defoamer/Unison/Curtail	388.75		32134	1000 460430	200	101000
20	688665	05/02/19 Battery	146.95*		32134	1000 430200	200	101000
21	689611	05/04/19 Diesel	74.37		32134	1000 430200	230	101000
22	199381	05/04/19 Rags/10pk Respir Cool	37.48		32134	5210 430500	200	101000
23	199147	05/04/19 25pk Yel Post/T Post Insul	14.27		32134	5210 430500	200	101000
24	200233	05/14/19 Knife/Pail 5qt/Air Duster	26.54		32134	1000 460445	200	101000
25	200147	05/13/19 Vinyl Concr Pa	23.98		32134	1000 460445	200	101000
26	200436	05/16/19 Adapt/Nipple/Alumglas/Deckscru	74.95		32134	1000 460445	200	101000
27	200490	05/16/19 Nut Driver/Hose Clamp	13.07		32134	1000 460445	200	101000
28	200915	05/22/19 Grinding Wheel	11.49*		32134	1000 430200	200	101000
29	200333	05/15/19 Batteries	15.99*		32134	1000 430200	200	101000
30	199164	05/01/19 Marking Paint/Keys	32.48*		32134	1000 430200	200	101000
31	200226	05/14/19 Pipe Cleaner/Adapter	21.97		32134	1000 460438	200	101000
32	199785	05/09/19 Bushing/Coupling	6.08		32135	1000 460439	200	101000
33	198969	05/01/19 Ball Valve	15.99		32135	1000 460439	200	101000
34	198972	05/01/19 Cmfd 8 Fl Oz	5.99		32135	1000 460439	200	101000
35	200910	05/22/19 2 Pk 5/Blade/Torch B	74.60		32135	1000 460430	200	101000
36	200090	05/13/19 Premix Bags Gravel	100.50		32135	1000 460430	200	101000
37	199684	05/08/19 Caps	16.98		32135	1000 460437	200	101000
38	199688	05/08/19 Liqidrx Treat	18.99		32135	1000 460437	200	101000
39	199648	05/08/19 Cutting Wheel Metal	12.70		32135	1000 460430	200	101000
40	199514	05/06/19 Eye Bolt/Turnbuckle	28.56		32135	1000 460430	200	101000
41	199517	05/06/19 Eye Bolt	5.96		32135	1000 460430	200	101000
42	199203	05/02/19 Secure Bit/Torx Bit Set 12pc	42.98*		32135	1000 430200	200	101000
43	200259	05/14/19 Adapter/Metal/Battery/Coupling	113.48		32135	1000 460430	200	101000
180940		00027 MARKS TIRE & ALIGNMENT	15,100.00					
		Council Approved 6/3/19 Scraper Tire Purchase						
1	57202	06/05/19 (2)Titan Scraper Tires	15,000.00*		32124	5410 430840	200	101000
2	56856	05/08/19 Flat Repair	50.00		32124	5410 430830	300	101000
3	57301	06/11/19 Flat Repair	50.00		32124	1000 430200	369	101000
180941	25926S	02442 AMERICAN ROOFING LLC	5,100.00					
		Council Approved 6/17/19						
1	1005	06/17/19 Removal of Mod-Bit Roof	5,100.00			2600 460400	900	101000

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180942	01984 BIG SKY CREATIVE WORKS	300.00						
1	2019-06-02 06/02/19 (2)3x4' White Recycling Si	300.00			1000 480100	200	101000	
180943	25927S 02468 T-MOBILE	167.08						
1	06/10/19 Mobile Charge 5/10-6/9/19	19.51*			1000 420500	344	101000	
2	06/10/19 Mobile Charge 5/10-6/9/19	41.02			1000 411050	344	101000	
3	06/10/19 Mobile Charge 5/10-6/9/19	44.31*			1000 440600	344	101000	
4	06/10/19 Mobile Charge 5/10-6/9/19	10.50			1000 430200	344	101000	
5	06/10/19 Mobile Charge 5/10-6/9/19	10.51*			5210 430500	344	101000	
6	06/10/19 Mobile Charge 5/10-6/9/19	10.51			5310 430600	344	101000	
7	06/10/19 Mobile Charge 5/10-6/9/19	10.51			5410 430840	344	101000	
8	06/10/19 Mobile Internet 5/10-6/9/19	5.05			1000 410550	344	101000	
9	06/10/19 Mobile Internet 5/10-6/9/19	5.05			5210 430570	344	101000	
10	06/10/19 Mobile Internet 5/10-6/9/19	5.05			5310 430670	344	101000	
11	06/10/19 Mobile Internet 5/10-6/9/19	5.06			5410 430870	344	101000	
180944	00644 MONTANA MUNICIPAL CTFO	50.00						
1	06/18/19 MMCT & FOA 2019-20 Dues	12.50			1000 410550	300	101000	
2	06/18/19 MMCT & FOA 2019-20 Dues	12.50*			5210 430570	300	101000	
3	06/18/19 MMCT & FOA 2019-20 Dues	12.50			5310 430670	300	101000	
4	06/18/19 MMCT & FOA 2019-20 Dues	12.50*			5410 430870	300	101000	
180945	25928S 00512 MT DEPARTMENT OF ADMINISTRATION	1,300.00						
1	06/18/19 2018 AFR Filing Fee	325.00			1000 410550	300	101000	
2	06/18/19 2018 AFR Filing Fee	325.00*			5210 430570	300	101000	
3	06/18/19 2018 AFR Filing Fee	325.00			5310 430670	300	101000	
4	06/18/19 2018 AFR Filing Fee	325.00*			5410 430870	300	101000	
180946	00713 CENTURY COMPANIES INC	3,443.64						
1	05/21/19 50% Share Hot Plant Repairs	3,443.64			1000 430200	369	101000	
180947	02300 ADVANCED LITHO PRINTING LLC	1,620.00						
1	06/19/19 TBID-Tourism Brochures	1,620.00			7199 212500		101000	
180948	01947 MONTANA TAXPAYERS ASSOCIATION	60.00						
1	3108 07/15/19 Membership Dues	15.00			1000 410550	300	101000	
2	3108 07/15/19 Membership Dues	15.00*			5210 430570	300	101000	
3	3108 07/15/19 Membership Dues	15.00			5310 430670	300	101000	
4	3108 07/15/19 Membership Dues	15.00*			5410 430870	300	101000	

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CITY OF SHELBY  
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\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
180949	-98619E	02477 DOHENY'S	339.99					
1	1000277199	06/12/19 Aqua Creek Linak Battery	339.99		32152	1000 460445	200	101000
180950		01713 FRONTLINE AG SOLUTIONS LLC	775.51					
1	648565	06/18/19 Blade/V-Belts/Clutch	775.51		32151	1000 460430	200	101000
180951		02301 POWER PRO EQUIPMENT	59.99					
1	65167	06/19/19 Weed Eater Line	59.99		32150	1000 460430	200	101000
180952		00034 NORMONT EQUIPMENT CO	957.30					
1	20273	06/19/19 Emulsion Tote	895.00		32149	2500 430200	400	101000
2	20273	06/19/19 (50)Markers	40.00*		32149	1000 430200	200	101000
3	20275	06/19/19 Probe	22.30		32149	5210 430500	200	101000
180953		01876 TITAN MACHINERY	61.50					
1	12556998	06/19/19 Flex Pin/Cast Tooth Kit	20.50		32147	5210 430500	200	101000
2	12556998	06/19/19 Flex Pin/Cast Tooth Kit	20.50		32147	5310 430600	200	101000
3	12556998	06/19/19 Flex Pin/Cast Tooth Kit	20.50*		32147	1000 430200	200	101000
180954		00357 APPLEY REPAIR	393.40					
1	9290	06/18/19 79 Ford Flatbed Truck Repair	393.40		32146	1000 430200	369	101000
180955		00300 AMERICAN PIPE & SUPPLY CO	72.24					
1	100245	06/07/19 Couplings/Clamps	72.24		32138	5210 430500	200	101000
180956		02069 NATIONAL LAUNDRY CO	119.16					
1	92575	06/12/19 Red Shop Towels	29.79		32142	1000 430200	300	101000
2	92575	06/12/19 Red Shop Towels	29.79		32142	5210 430500	300	101000
3	92575	06/12/19 Red Shop Towels	29.79		32142	5310 430600	300	101000
4	92575	06/12/19 Red Shop Towels	29.79		32142	5410 430840	300	101000
180957		00147 MID AMERICAN RESEARCH CHEMICAL	489.88					
1	667551	06/07/19 Blue/Green/White Paint	244.94		32140	5210 430500	200	101000
2	667551	06/07/19 Blue/Green/White Paint	244.94		32140	5310 430600	200	101000
180958		01137 AQUA TECH LABORATORY	20.00					
1	31143	06/03/19 NCMRWA Monthly Water Test	20.00		32139	5210 430500	300	101000
180959		02362 BARBER ELECTRIC	70.00					
1	1531	06/20/19 Exhaust Fan Repair	70.00		32153	5310 430600	369	101000

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CITY OF SHELBY  
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\* ... Over spent expenditure

Claim	Vendor #/Name/		Document \$/	Disc \$				Cash
Line #	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account
180960		00442 SHELBY AREA CHAMBER OF COMMERCE	500.00					
1	06/22/19	TBID-Street Fair Sponsorship	500.00			7199 212500		101000
180961		01866 SHELBY PAINT AND HARDWARE	990.22					
1	13386 06/18/19	Phone	74.99		31577	1000 460442	200	101000
2	13322 06/17/19	Bleach/Ka-Boom	9.97		31576	1000 460442	200	101000
3	65741 05/21/19	LED Light/Ext Cord	43.48		32154	2936 460463	200	101000
4	65746 05/22/19	Jars/Bubble Wrap	20.48*		32154	5410 430840	200	101000
5	65749 05/22/19	Potting Soil/Key	87.86		32154	1000 460430	200	101000
6	65788 05/28/19	Ballast/Wiregard/Door Closer	40.76		32154	1000 460442	200	101000
7	65781 05/28/19	Gorilla Tape	6.49*		32154	1000 430200	200	101000
8	65865 06/01/19	Keys/Key Tags	29.90		32154	1000 460445	200	101000
9	65956 06/03/19	Phone	34.99		32154	1000 460445	200	101000
10	65901 06/04/19	Sprayer	32.99*		32154	5410 430830	200	101000
11	65911 06/05/19	Sunscreen	11.99		32154	1000 460430	200	101000
12	95970 06/07/19	Elbows/PVC Cement/Primer	12.46		32154	1000 460430	200	101000
13	13314 06/10/19	Flowers	50.00		32154	1000 460445	200	101000
14	65878 06/10/19	Sunscreen/Trim Screw	51.97		32154	1000 460430	200	101000
15	65880 06/11/19	Potting Soil	16.99		32154	1000 460445	200	101000
16	65937 06/10/19	Switch/Lawn Seed/Bags	61.46		32154	1000 460430	200	101000
17	65887 06/14/19	TBID-Eagle Scout Project	371.51		32154	7199 212500		101000
18	66003 06/14/19	Liquid Nails/Broom	17.97		32155	1000 460430	200	101000
19	66204 06/18/19	Ziploc Bags	8.98		32155	5310 430600	200	101000
20	66207 06/18/19	Rivets	4.98		32155	1000 460430	200	101000
180962	-98618E	00144 POSTMASTER	220.00					
1	318 06/20/19	4 Rolls of Stamps	55.00			1000 410550	300	101000
2	318 06/20/19	4 Rolls of Stamps	55.00			5210 430570	310	101000
3	318 06/20/19	4 Rolls of Stamps	55.00			5310 430670	310	101000
4	318 06/20/19	4 Rolls of Stamps	55.00			5410 430870	310	101000
180963		02478 LEAVITT GROUP	860.00					
1	06/19/19	TBID-Liability Insurance	860.00			7199 212500		101000
180964		02478 LEAVITT GROUP	780.00					
1	06/19/19	TBID-D&O Insurance	780.00			7199 212500		101000
180965		00037 NORTHWEST PIPE FITTINGS INC	3,853.44					
1	3153285 06/07/19	2" T-10 E-Coder	840.00		32160	5210 430500	200	101000
2	3153285 06/07/19	(12)5/8" E-Coder Basement Set	3,013.44		32160	5210 430500	200	101000

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CITY OF SHELBY  
Claim Details  
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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
180966		01903 1ST CHOICE PLUMBING LLC	341.25					
1	6516	05/24/19 Jet Main Line Williamson Pk Tr	341.25*		32159	1000 460437	300	101000
180967		01483 SWS EQUIPMENT	3,452.36					
1	0115274	06/20/19 (42)96 Gal Burgandy Carts	3,452.36*		32158	5410 430830	200	101000
180968		00554 TORGERSON'S LLC	119.88					
1	P55215	06/20/19 DEF	59.94*		32156	5410 430830	200	101000
2	P55215	06/20/19 DEF	59.94*		32156	5410 430840	200	101000
180969		00649 LARSON CLOTHING COMPANY	269.00					
1	06/12/19	Clothing Allowance-Barnes	67.25			1000 430200	220	101000
2	06/12/19	Clothing Allowance-Barnes	67.25			5210 430500	220	101000
3	06/12/19	Clothing Allowance-Barnes	67.25			5310 430600	220	101000
4	06/12/19	Clothing Allowance-Barnes	67.25			5410 430840	220	101000
180970		00001 DEPARTMENT OF REVENUE	124.13					
1	06/26/19	Accom Tax Shel-oole Campground	124.13			7110 212500		101000
180971		00001 DEPARTMENT OF REVENUE	7.05					
1	06/26/19	Accom Tax Williamson Park	7.05			7110 212500		101000
# of Claims 85			Total: 290,873.03					
Total Electronic Claims			2,800.28	Total Non-Electronic Claims	288072.75			



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CITY OF SHELBY  
Fund Summary for Claims  
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Fund/Account	Amount
1000 GENERAL	
101000 Cash-Operating	\$119,547.81
2400 STREET LIGHTING DISTRICT NO. 35	
101000 Cash-Operating	\$3,873.66
2500 STREET MAINTENANCE DISTRICT NO. 1	
101000 Cash-Operating	\$895.00
2600 PARK MAINTENANCE DISTRICT #1	
101000 Cash-Operating	\$14,862.50
2936 WILLIAMSON BLDG RENOVATIONS	
101000 Cash-Operating	\$824.97
5210 WATER UTILITY	
101000 Cash-Operating	\$53,126.66
5310 SEWER UTILITY	
101000 Cash-Operating	\$19,957.17
5410 SOLID WASTE UTILITY	
101000 Cash-Operating	\$37,006.78
5720 STORM DRAINAGE	
101000 Cash-Operating	\$26,576.15
7110 ACCOMMODATIONS TAX	
101000 Cash-Operating	\$131.18
7199 TOURISM BUSINESS IMPROVEMENT DIST (TBID)	
101000 Cash-Operating	\$13,991.15
7427 SPECIALTY LICENSE PLATES (SHELBY)	
101000 Cash-Operating	\$80.00
Total:	\$290,873.03

RESOLUTION NO. 1992

A RESOLUTION OF THE CITY OF SHELBY COUNCIL ESTABLISHING A FUNDING ASSISTANCE PROGRAM TO PARTIALLY DEFRAY THE PROPERTY OWNERS' COSTS OF SIDEWALK CONSTRUCTION, MAINTENANCE, AND REPAIR REQUIRED UNDER 10-2-2, ~~9-1-6, AND 9-1-9~~ SHELBY MUNICIPAL CODE

WHEREAS, the City of Shelby, Montana ("City") values accessible, durable, and well-maintained sidewalks, curbs, and gutters to ensure pedestrian safety and convenience as well as improve property values; and,

WHEREAS, the City of Shelby, Montana ("City") requires by ordinance that sidewalks, curbs, and gutters be installed within 180 days of substantial completion of all new construction, new dwelling, or new mobile home park (10-2-2 S.M.C.); and,

~~WHEREAS, the City Council may order sidewalks, curbs, and gutters in front of any lot or parcel without forming a special improvement district (9-1-6 S.M.C.); and,~~

~~WHEREAS, the City requires by ordinance that existing sidewalks be maintained and kept in good repair which may require removing and replacing portions of sidewalks (9-1-9 S.M.C.); and,~~

~~WHEREAS, the City recognizes the substantial cost to property owners for the installation, repair, and maintenance of sidewalks; and,~~

WHEREAS, the City desires to establish a funding assistance program ("Program") during Fiscal Year 2020 to help defray the costs to property owners for material for the installation of new sidewalks ~~or the replacement of existing sidewalks.~~

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA THAT:

1. The City shall transfer \$15,000 from the City's General Fund to fund created specifically for this purpose; the City's Sidewalk, Curb, and Gutter Fund as created by 1-8B-1 S.M.C.;
2. The City Council authorizes the Mayor and Chief Financial Officer to pay to a material supplier up to \$1000 per property for materials for the installation of new sidewalks or the replacement of old sidewalks completed in Fiscal Year 2020;

3. The Program shall provide assistance to property owners on a first-come-first-serve basis until the \$15,000 is exhausted;
4. The property owner is responsible for material costs in excess of \$1000 and all labor costs;
5. The Program funds ~~are not to be applied to sidewalk installations and repairs made prior to Fiscal Year 2020~~ may be applied to sidewalk, curb, and gutter installation required by building permits issued within 2 years prior to Fiscal Year 2020, but not yet completed;
- ~~5-6. Any funds remaining at the end of Fiscal Year 2020 may be rolled over to Fiscal Year 2021.~~
- ~~6. Any Program funds remaining at the end of Fiscal Year 2020 shall be returned to the General Fund.~~

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PASSED UNANIMOUSLY, WITH ALL MEMBERS PRESENT AND VOTING, BY THE CITY COUNCIL OF THE CITY OF SHELBY, AND APPROVED BY THE MAYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
GARY McDERMOTT, MAYOR

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

RESOLUTION NO. 1993

A RESOLUTION TO PLACE A LIEN UPON PROPERTY WITHIN THE MUNICIPAL LIMITS OF THE CITY OF SHELBY, ON WHICH THE CITY HAS PROVIDED CURB STOP REPAIR BUT DESPITE DEMAND, HAS NOT BEEN REIMBURSED FOR SAID SERVICES BY THE RESPECTIVE PROPERTY OWNERS

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

That the Toole County Treasurer shall place a lien upon and against the lots or parcels of land listed below and the Toole County Treasurer shall collect the amounts listed below in the same manner as other taxes; pursuant to M.C.A. 7-13-4309.

<u>PROPERTY OWNER &amp; LEGAL DESCRIPTION</u>	<u>AMOUNT OF LIEN</u>
<u>Owner of Record</u> Jose Castillo Jr PO Box 925 Shelby MT 59474	<u>Legal Description</u> Tax ID #600503 High Plains Addition Lot 11 (1145 Sanders Ave)  \$ 6,153.24
Brent Waters PO Box 1199 Malta MT 59538	Tax ID #503108 Guths 1 <sup>st</sup> , Block 7, W 105' of Lot 1 (102 1 <sup>st</sup> St SE)  3,237.30

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHELBY, MONTANA, AND APPROVED BY THE MAYOR THIS 1<sup>st</sup> DAY OF JULY, 2019.

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

ATTEST:

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

**AGREEMENT FOR THE  
OPERATION and MAINTENANCE OF THE  
MARIAS RIVER COMPONENT (Segment W4-B1) OF THE  
NORTH CENTRAL MONTANA REGIONAL WATER SYSTEM**

**between  
THE CITY of SHELBY  
and  
THE NORTH CENTRAL MONTANA REGIONAL WATER AUTHORITY**

THIS AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE MARIAS RIVER COMPONENT OF THE NORTH CENTRAL MONTANA REGIONAL WATER SYSTEM, is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Shelby and the North Central Montana Regional Water Authority, a not-for-profit entity existing under and by virtue of the laws of the State of Montana with its principal place of business in Havre, Montana.

**RECITALS**

- A. The Rocky Boy's / North Central Montana Regional Water System Act of 2002 (Public Law 107-331) (the "Act") recognizes the need to ensure a safe and adequate rural, municipal and industrial water supply for the residents of the Rocky Boy's Reservation in the State of Montana and to assist the citizens residing in Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties, Montana, but outside the Reservation, in developing safe and adequate rural, municipal and industrial water supplies.
- B. The Parties to this Agreement enter into this Agreement to address matters related to the operation and maintenance of the Marias River Component of the Non-Core System.

NOW, THEREFORE, in consideration of the premises and mutual desires of the Parties, it is agreed as follows:

1. Definitions. When used in this Agreement, the following terms shall have the following meanings:
- 1.1 **Act** shall mean the Rocky Boy's/North Central Montana Regional Water System Act of 2002, Public Law 107-331.
  - 1.2 **Agreement** shall mean and include the introductory paragraph, the Recitals and all Articles of this Agreement, and all attachments to or incorporated by reference into this Agreement
  - 1.3 **Authority** shall mean the North Central Montana Regional Water Authority.
  - 1.4 Marias River **Component also referred to as Segment W4-B1** shall mean that portion of the North Central Montana Regional Water System owned by the Authority and depicted in **Exhibit "A"** (attached) which transports drinking water more particularly described as the connection to the existing Shelby sixteen inch (16") supply line at the 20"X16" cross approximately fifty (50) feet north of the Shelby treatment building and all pipe and appurtenances conveying water from that point to an end point approximately five (5) miles

south to a point east of Interstate 15 approximately 3,250 feet south of the Toole/Pondera county line adjacent to the old Shelby Road on the east side.

- 1.5 **Non-Core System** shall be as defined in section 905(c) of the Act
  - 1.6 Shelby shall mean the City of Shelby.
  - 1.7 **O&M** shall mean the operation and maintenance of the Marias River Component of the Non-Core System.
2. Term. This Agreement shall be effective on the date of execution and shall remain in effect until termination upon the mutual agreement of the Parties.
3. Shelby's Obligations. Shelby shall be responsible for the O&M of the Marias River Component. To keep O&M costs for the Marias River Component within reasonable limits, Shelby shall comply with the following obligations:
- 3.1 deliver water from the Marias River Component to any water taps approved by the Authority;
  - 3.2 operate the Marias River Component at all times in compliance with applicable Local, State, and Federal statutes, laws and regulations, and in the event of a conflict or inconsistency within or between such statutes and regulations, the more stringent requirements shall govern and be applied;
  - 3.3 utilize an appropriately licensed or certified operator;
  - 3.4 develop and submit to the Authority an operations and maintenance regimen and perform routine and scheduled operation and maintenance functions in accordance with any O&M manuals developed for the Marias River Component and any manufacturers' recommendations, purchase and handle required chemicals, provide notification pursuant to Section 9 to the Authority of unscheduled or emergency operation and maintenance functions or activities, coordinate repairs or maintenance on an as needed basis and submit receipts for payment by the Authority;
  - 3.5 prepare and implement monthly and annual O&M budgets for the Marias River Component;
  - 3.6 keep and maintain O&M logs, books, and records of the Marias River Component;
  - 3.7 implement O&M provisions contained in the water conservation plan set forth in the Final Engineering Report (FER) for the North Central Montana Regional Water System;
  - 3.8 provide for independent annual financial and operating audits of Shelby's books, records, financial condition, inventory, operations, and compliance with cost containment measures,
  - 3.9 establish and maintain accounts, books and records pertaining to the administration of the terms and conditions of this Agreement and the O&M of



the Marias River Component, which books and records shall be maintained at Shelby's offices;

- 3.10 allow for the inspection, during normal business hours and upon reasonable prior notice, by the Authority of all books and records related to the Marias River Component;
- 3.11 with Authority's written consent and authorization install connections to the Authority's property. Prior to and during the installation of any connection, Shelby shall comply with the Authority's "Tapping Requirements" set forth attached as **Exhibit B**.
- 3.12 Shelby shall maintain for its employees and require all its subcontractors or agents to have in place workers compensation insurance. Proof of such coverage will be provided to the Authority upon request.
- 3.13 Shelby shall procure and maintain during the term of this agreement general liability insurance or coverage including automobile coverage to cover its activities under this Agreement. The limits of such insurance shall be at a minimum \$750,000 per claim and \$1.5 million per occurrence. Shelby shall have the Authority named as an additional insured or covered party on such policy.
- 3.14 One Call. Shelby will act as Authority's agent for purposes of locating and marking the location of pipelines and other underground facilities of the Marias River Component.

4. Authority's Obligations:

- 4.1 Authority is the owner of the pipes, pumps, and related equipment that comprises the Marias River Component, to which it grants pursuant to this Agreement the right to Shelby to operate and maintain.
- 4.2 Except as provided for in Sections 3.11 and 4.3, Authority grants, pursuant to this Agreement, to Shelby as its agent the right to enter onto any easement or other property interest held by the Authority within the Marias River Component for purposes of carrying out the purpose of this Agreement.
- 4.3 Authority is solely responsible for authorizing any and all connections to the Authority's pipes, equipment, and facilities.
- 4.4 Authority may respond to situations that it considers an emergency. In such situations the Authority will notify Shelby of the emergency and the Authority's response. If necessary, the Authority may suspend Shelby's obligations under this Agreement during the emergency. Authority will require any contractor(s) or subcontractors hired to respond to situations considered an emergency to have workers compensation coverage.
- 4.5 Authority shall procure and maintain a property insurance policy to cover pipes, pumps, and other equipment and property owned by it that is the subject of this

Agreement.

5. Water Quality Testing. Regular testing for water quality shall be performed by Shelby as prescribed by the State of Montana per 17.38.210 of the Administrative Rules of Montana and copies of all testing results and reports shall be made available to the Authority upon request. Water quality shall meet the most stringent applicable regulatory standards and compliance with such standards shall be, unless otherwise required by Federal or State regulation, determined at the point(s) of interconnection between Shelby and the Marias River Component or other systems. Nothing herein shall relieve Shelby of complying with any testing or sampling required by a State or Federal entity for Shelby's system.
6. Payment for Services and Materials. Shelby shall, at no cost or expense to the Authority, perform water quality testing and monitoring of the Marias River Component. In consideration Shelby shall control and maintain the ability for individual user taps or connections to be installed. The City of Shelby shall invoice the Authority its obligations pertaining to repairs for the Marias River Component. Shelby shall not bill or charge for any O&M work done on its own pipes, equipment and facilities to the Authority. Except in the cases of an emergency, repair costs will require the prior written approval of the Authority. Failure to obtain such approval may result in those costs not be paid by the Authority. For those approved costs Shelby shall invoice the Authority on a time and materials basis in accordance with an agreed upon hourly rate schedule and proof of expenses via submittal of receipts for services.
8. Force Majeure. If any party is prevented in whole or in part from performing its obligations under this Agreement by unforeseeable causes beyond its reasonable control and without its fault or negligence ("Affected Party"), then the Affected Party shall be excused from whatever performance is affected by such force majeure condition, but only to the extent the performance is actually affected and provided that the Affected Party provides written notice to the other parties of the force majeure condition(s) within five (5) calendar days from the onset of such force majeure condition. Failure of the Affected Party to provide timely notice shall constitute a waiver of the force majeure condition and claim by the Affected Party.
9. Notices. Any notice, demand, or request authorized or required by this agreement shall be deemed to have been given, when mailed, postage prepaid, faxed or delivered to:
  - 9.1 The Authority: North Central Montana Regional Water Authority  
PO Box 2456  
Havre, Montana 59501
  - with copies to: Steven T. Wade  
Browning, Kaleczyc, Berry & Hoven, P.C.  
P.O. Box 1697  
Helena, Montana 59602

9.2 Shelby : Mayor  
City of Shelby  
112 1st Street South  
Shelby, Montana 59474

with copies to:

City Attorney

The designation of the addressee or the address may be changed by giving notice in the same manner as provided in this article for notices.

10. Dispute Resolution. The following dispute resolution process shall apply to all provisions of this Agreement. The Parties commit themselves to working in a harmonious manner to successfully achieve the objectives set forth in this agreement. When disagreements arise between the parties, they will be resolved according to the following procedures:
  - 10.1 There shall first be an attempt to resolve disagreements among the parties through informal discussions among representatives of the parties.
  - 10.2 If the disagreement cannot be resolved through informal discussion among these parties, the parties shall agree upon a mediator and submit the dispute to mediation. If the parties cannot agree upon a mediator, each party will nominate a mediator. The two mediators nominated will then select a separate mediator who will establish the mediation process and format.
11. Governing Law; Jurisdiction. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Montana.
12. Assignment Limited. The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any right or interest therein, shall be valid until approved in writing by each of the Parties.
13. Amendment. This Agreement may be amended, modified, supplemented, or superseded only by mutual agreement of all Parties hereto exhibited by a written instrument duly signed by all Parties hereto.
14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one and the same instrument.

15. Execution Copies. The Parties shall execute duplicate original documents, one of each original shall be provided to each Party hereto.
16. Indemnification. Shelby agrees to indemnify and defend Authority for any claim or liability arising out of the operation and maintenance of the Marias River Component.
17. Termination. This Agreement may be terminated by either party by giving 60 days written notice to the other party. The Authority may immediately terminate this Agreement by providing Shelby with such notice in writing if in the opinion of the Authority such termination is necessary to protect the Authority's system or prevent or respond to an emergency situation related to the quality of the drinking water being provided by the Authority.

**City of Shelby**

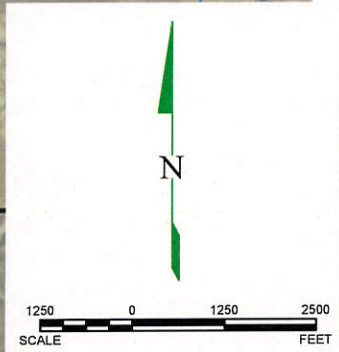
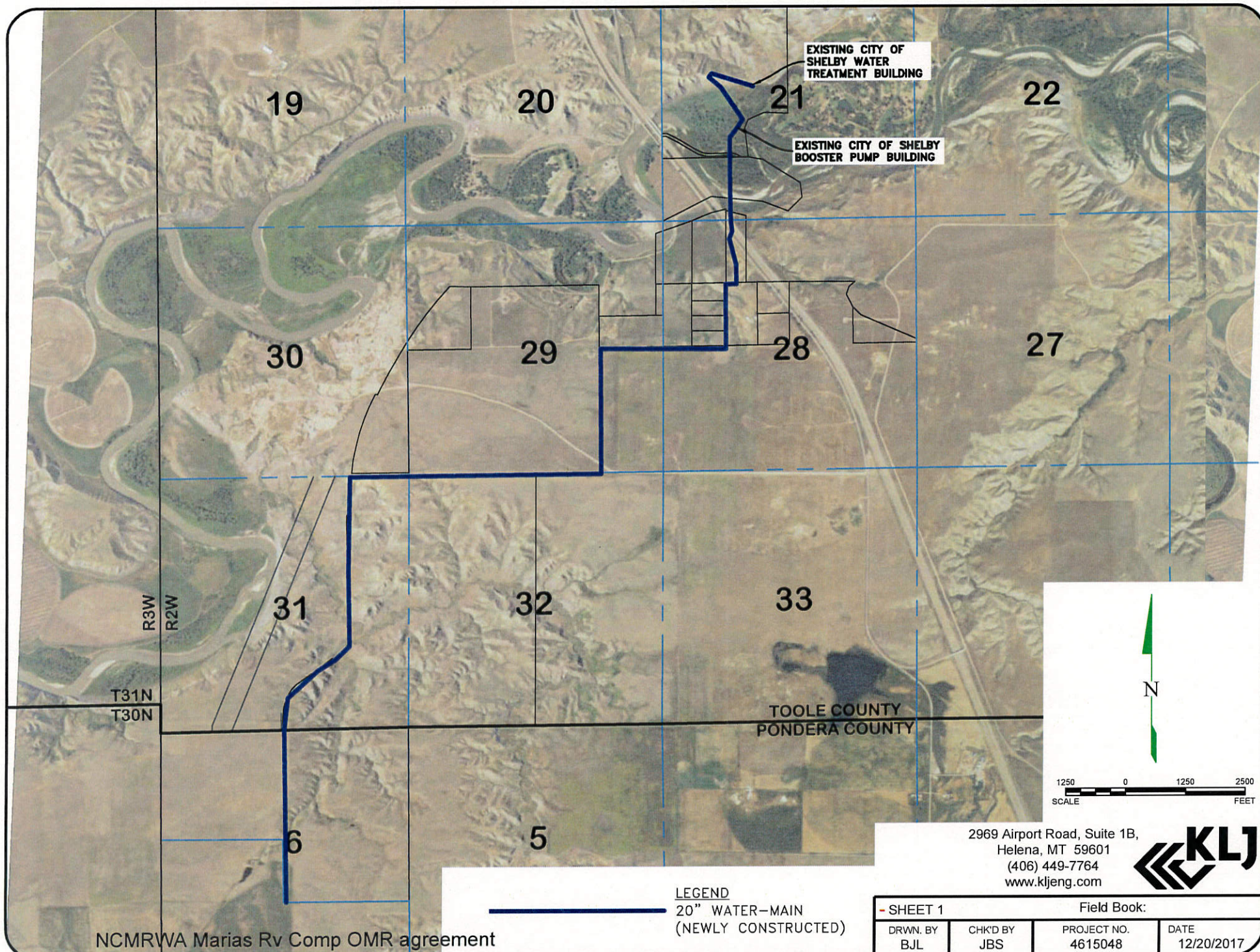
**North Central Montana  
Regional Water Authority**

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A**  
Marias River Component  
(Map/Description)



2969 Airport Road, Suite 1B,  
Helena, MT 59601  
(406) 449-7764  
www.kljeng.com



**LEGEND**  
 20" WATER—MAIN  
 (NEWLY CONSTRUCTED)

- SHEET 1		Field Book:	
DRWN. BY BJL	CHK'D BY JBS	PROJECT NO. 4615048	DATE 12/20/2017



**EXHIBIT B**  
**Tapping/Connection Requirements**

1. Prior to making any connection to the Authority's pipelines or facilities, written application and payment of the costs of connection must be made in advance to the Authority.
2. Connection Fees/Costs: Subject to the following, connection fees shall be as determined by the Authority, and at a minimum:
  - 2.1 Shelby shall be responsible for all costs associated with a connection to the Authority's property, except for those connections that are greater than 2 inches in diameter and expressly planned for by the Authority.
  - 2.2 Authority shall be responsible for the costs associated with installing connections that are greater than 2 inches in diameter and are expressly planned for in advance by the Authority.
  - 2.3 When an application has been granted, Authority, at the applicant's expense, will tap the Authority's pipe and furnish all necessary materials and labor furnished in connection with the tapping of the pipe. All such expenses for connecting and laying and maintaining the service pipes from the Authority's pipe to the edge of the Authority's easement shall be the responsibility of the applicant. In addition, the responsibility for the laying and maintenance of the service pipes from the edge of Authority's easement is the responsibility of the applicant.
3. The service pipe must be laid at a standard depth designated by the Authority to prevent freezing. Any curb stop must be set on or near the property line identifying the edge of Authority's easement.
4. Supervision by Authority: The Authority or its designated agent will supervise the connection to Authority's pipelines or facilities.
5. The type, size, design and material of service lines shall be approved in advance by the Authority.
6. Records: A record shall be kept, in a place provided by the Authority, of a map showing, type, size, and location of the connection, together with supporting data and date of completion.
7. Authority shall not be responsible for service pipes and fixtures. All owners at their own expense must keep service pipes from Authority's pipe and all their apparatus in good working order and properly protected from frost or other dangers. No claim shall be made against the Authority on account of the breaking of any service pipes or apparatus, or for accidental failure in the supply of water.