

AGENDA
CITY COUNCIL MEETING
CITY OF SHELBY
September 21, 2020
6:30 P.M.

ROLL CALL OF MEMBERS
PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Regular Council Meeting, 09/08/20 (pgs. 5-8)

APPEARANCE REQUESTS

- Agenda Items
- Non-Agenda Items

COMMITTEE REPORTS

- Law Enforcement Report
- City-County Planning Board Minutes, 9/14/2020 (pg 9)

BUILDING INSPECTOR

- Conditional Use Permit Annual Review (pgs 10-15)

CITY ATTORNEY

- NCMRWA – Water Transmission Agreement (pgs 16-24)
- NCMRWA – OM&R Agreement (pgs 25-32)

CITY FINANCE OFFICER

- City Judge's Report, August 2020 (pgs. 33-46)
- Bank Account Report (pg. 47), Budget Year to Date (pgs. 48), Vendor Summary (pgs. 49-50), Enterprise Funds (pgs. 51-54), Statement of Expenditures (pgs. 55-78), Revenues (pgs. 79-87), Cash Flow Report (pg 88), August 2020
- City of Shelby Delinquent Taxes, 8/31/2020 (pg. 89)
- Civic Center Purchase (pgs 90-93)
- Cares Act

CITY SUPERINTENDENT

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COMMUNITY DEVELOPMENT DIRECTOR

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OTHER MATTERS

- Arbor Day Proclamation (pg 94)
- Skate Park

ADJOURN

CITY OF SHELBY MEETING SCHEDULE

September 21, 2020

6:30 p.m. Regular City Council Meeting

September 28, 2020

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

October 5, 2020

6:00 p.m. Audit Committee
(Mayor, Finance Officer, Clark, Frydenlund, Moritz)

6:30 p.m. Regular City Council Meeting

October 13, 2020

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

CITY COUNCIL PACKET LISTING

A. Agenda

B. Agenda Items

1. Minutes of Regular Council Meeting, 09/08/2020
2. City-County Planning Board Minutes, 9/14/2020
3. Conditional Use Permits
4. NCMRWA - Water Transmission Agreement
5. NCMRWA - OM&R Agreement
6. City Judge's Report, August 2020
7. Bank Account Report, August 2020
8. Budget Year to Date, August 2020
9. Vendor Summary, August 2020
10. Enterprise Funds, August 2020
11. Statement of Expenditures, August 2020
12. Statement of Revenues, August 2020
13. Cash Flow Report, August 2020
14. City of Shelby Delinquent Taxes, 8/31/2020
15. Civic Center Equipment Purchase Information
16. Arbor Day Proclamation

C. Correspondence

1. 9/15/2020 Toole County LEPC Meeting Minutes
2. 9/17/2020 Shelby-Toole County Transportation Safety/DUI Task Force Committee Meeting

D. Reports

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
September 8, 2020**

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

Other citizens present: Adrian Cotterell, Terrell Cotterell and Rod Stirling.

PLEDGE OF ALLEGIANCE

OPEN PUBLIC HEARING

Mayor McDermott opened the public hearing at 6:30pm.

- Show Cause Hearing - Silver Key, 619 Ash Ave
KIMMET MADE A MOTION TO DELCARE COMMUNITY DECAY. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FLESCHE, HEATON, MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

REGULAR MEETING MINUTES, 8/17/2020

MORITZ MADE A MOTION TO APPROVE THE 8/17/2020 MINUTES. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FLESCHE, HEATON, MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

APPEARANCE REQUESTS

- AGENDA ITEMS - None
- NON-AGENDA ITEMS - Terrell Cotterell re: Dabucha's conditional use permit.

CLOSE PUBLIC HEARING

Mayor McDermott closed the public hearing at 7:30PM.

CLAIMS REPORT, 8/31/2020

MORITZ MADE A MOTION TO APPROVE THE 8/31/2020 CLAIMS REPORT. SECONDED BY FRYDENLUND. VOTE AYES - CLARK, KIMMET, FLESCHE, HEATON, MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

BUILDING INSPECTOR

Rob provided an update on building permits and progress on current projects he is working on.

COMMITTEE REPORTS

- Safety Committee Meeting Minutes, 8/19/2020
- Park & Rec Committee Meeting Minutes, 8/31/2020

CITY ATTORNEY

- Resolution No. 2018 (2nd rdg) re: Assessing FY 21 Lighting Maintenance
KIMMET MADE A MOTION TO APPROVE THE SECOND READING.
SECONDED BY MORITZ. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCHE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.
- Resolution No. 2019 (2nd rdg) re: Assessing FY 21 Street Maintenance
KIMMET MADE A MOTION TO APPROVE THE SECOND READING OF RESOLUTION NO. 2019. SECONDED BY MORITZ. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCHE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.
- Resolution No. 2020 (2nd rdg) re: Assessing FY 21 Park Maintenance
FLESCHE MADE A MOTION TO APPROVE THE SECOND READING OF RESOLUTION NO. 2020. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCHE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.
- Resolution No. 2021 (2nd rdg) re: Assessing 2012 Curb, Gutter & Sidewalk Project.
CLARK MADE A MOTION TO APPROVE THE SECOND READING OF RESOLUTION NO. 2021. SECONDED BY HEATON. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCHE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.
- Resolution No. 2023 re: Setting Tax Levy and Adopting FY 21 Budget
MORITZ MADE A MOTION TO APPROVE RESOLUTION NO. 2023. SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCHE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

- Resolution No. 2024 re: Requesting Distribution of Bridge & Road Safety & Accountability Program Funds
MORITZ MADE A MOTION TO APPROVE RESOLUTION NO. 2024.
SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCHE. NOES - NONE. ABSENT - NONE.
ABSTAIN - NONE.
- Resolution No. 2025 re: Weed Liens
KIMMET MADE A MOTION TO APPROVE RESOLUTION NO. 2025.
SECONDED BY MORITZ. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCHE. NOES - NONE. ABSENT - NONE.
ABSTAIN - NONE.

CITY FINANCE OFFICER

- FY 21 Budget
HEATON MADE A MOTION TO APPROVE THE BUDGET AS AMENDED.
SECONDED BY MORITZ. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCHE. NOES - NONE. ABSENT - NONE.
ABSTAIN - NONE.
- Copier Purchase
MORITZ MADE A MOTION TO APPROVE THE PURCHASE, \$10,705.
SECONDED BY HEATON. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCHE. NOES - NONE. ABSENT - NONE.
ABSTAIN - NONE.

CITY SUPERINTENDENT

Luis 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

- Stirling Alley Closure
FLESCHE MADE A MOTION TO APPROVE RESOLUTION NO. 2026 RE: ALLEY CLOSURE. SECONDED BY HEATON. VOTE AYES - CLARK, KIMMET, FRYDENLUND, MORITZ, HEATON, FLESCHE. NOES - NONE. ABSENT - NONE. ABSTAIN - NONE.

ADJOURN

AT 8:55 P.M. MORITZ MADE A MOTION TO ADJOURN THE MEETING.
SECONDED BY KIMMET. VOTE AYES - CLARK, KIMMET, FLESCHE, HEATON
MORITZ, FRYDENLUND. NOES - NONE. ABSENT - NONE. ABSTAIN -
NONE.

Gary McDermott, Mayor

ATTEST:

Jade Goroski, Finance Officer

MINUTES OF THE CITY-COUNTY PLANNING BOARD

Held at Shelby City Hall

September 14, 2020

6:30 p.m.

Present were: Gary McDermott, mayor; Sanna Clark and Gary Sulenes, planning board members; Tammy Pederson, secretary; Rob Tasker, building inspector and guest Terrell Cottrell

Minutes

MOTION MADE BY MCDERMOTT AND SECONDED BY SULENES TO APPROVE THE 7/13/2020 MINUTES. MOTION CARRIED UNANIMOUSLY.

Conditional Use Permit – Dabuchas Outdoors, 501 Glacier Ave

Terrell Cotterell has been operating Dabuchas Outdoors as a seasonal full custom meat processing shop under a conditional use permit since 2007. The business has received grant funding and wishes to add a 10' x 14' addition to the freezer. The business has also become a year around meat processing shop rather than just seasonal as stated in the original Conditional Use Permit application.

A public notice will be published 9/23/2020 and 9/30/2020 with a public hearing scheduled for the 10/05/2020 council meeting.

UPON MOTION BY MCDERMOTT AND SECOND BY SULENES THE PLANNING BOARD'S RECOMMENDATION TO THE CITY COUNCIL IS TO APPROVE THE NEW REVISED APPLICATION FOR A CONDITIONAL USE PERMIT WITH THE ABOVE CHANGE OF "SEASONAL" BECOMING "YEAR AROUND".

Rezoning or Variance Request – Shelby Heights, Block 74, Lots 16-18

David Jenne purchased three vacant lots on the 800 block of Ash Avenue. He would like to build a garage without a dwelling but Medium Density Residential (MDR) zoning does not allow that. He would like to rezone the lots or ask for a variance. He stated that due to the inability to obtain sewer at those lots he cannot put a dwelling there to build a garage.

In the past the council has reviewed property asked to be rezoned by the block but never by individual lots. The water runs in the street in front of the lots and the sewer runs in the alley behind the houses across the street to the west from his lots.

UPON MOTION BY MCDERMOTT AND SECOND BY SULENES THE PLANNING BOARD'S RECOMMENDATION TO THE CITY COUNCIL IS TO NOT APPROVE THE VARIANCE REQUEST PENDING MORE SPECIFIC INFORMATION.

Meeting adjourned at 7:40 p.m.

Reported by:

Tammy Pederson, Secretary

CONDITIONAL USE PERMIT ANNUAL REVIEW

Year: 2020

ADDRESS	APPLICANT	PURPOSE	APPROVED	CONDITIONS
501 Glacier Ave Shelby 1st Block 8, Lot 10-15	Terrell Cotterell dba Dabuchas Outdoors	Seasonal custom game processing, outdoor specialty products, specialty ceramics, production studio	7/16/2007	<p>Date Reviewed: <u>8/10/20</u> By: <u>RBT.</u></p> <p>Comments: <u>In Compliance</u></p>

				<p>Comments: <u>In Compliance</u></p> <p>Date Reviewed: <u>8/10/20</u> By: <u>RBT.</u></p>
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CONDITIONAL USE PERMIT ANNUAL REVIEW

Year: 2020

CONDITIONAL USE PERMIT ANNUAL REVIEW

Year: 2020

ADDRESS	APPLICANT	PURPOSE	APPROVED	CONDITIONS
330 10 th Ave N Johnson 2 nd Addition Block 8, Lot 1&2	Shelby Gas Assoc	Warehouse in residential zone	11/02/2015	<p>1. No outside storage, 2. Must be in compliance with setback requirements and curb, gutter and sidewalk specs; 3. The site and building plans and specs must be approved by the City Council.</p> <p>Date Reviewed: <u>8/10/20</u> By: <u>RLT</u></p> <p>Comments: <u>In Compliance</u></p>

CONDITIONAL USE PERMIT ANNUAL REVIEW

Year: 2020

ADDRESS	APPLICANT	PURPOSE	APPROVED	CONDITIONS
465 Glacier Ave Shelby 1 st Addition Block 9, Lot 4&5	Lloyd & Ula Omdahl	Operate two lot mobile home park	6/07/2010	<p>1. A signed curb, gutter and sidewalk agreement. 2. Each mobile home must be skirted, entirely enclosing the bottom section within 60 days after placement. Skirting must be of fire resistant material similar to that of which the mobile home exterior is constructed and attached to the mobile home. 3. Each mobile home lot must be provided with anchors and tie downs such as cast in place concrete "dead men" eyelets imbedded in a concrete runway, screw augers, arrowhead anchors or other devices for securing the stability of the mobile home. 4. Each mobile home park shall be provided with a community storage building or an accessory storage building on each lot. 5. All trailers shall be positioned at least 10 feet from any property line boundary. 6. Trailers shall be separated from each other and from other structures by at least 15 feet. Any accessory structure such as attached awnings, carports, or individual storage facilities shall, for the purposes of separation requirement, be considered to be part of the trailer. 7. Exposed ground services in all parts of every parking area shall be paved, oiled or covered with stone screenings or other approved solid material, or protected with vegetative growth that is capable of preventing soil erosion and eliminating objectionable dust.</p> <p>Date Reviewed: <u>8/10/20</u> By: <u>Rob T.</u></p> <p>Comments: <u>Missing one section</u> <u>of Sidewalk</u></p>

CONDITIONAL USE PERMIT ANNUAL REVIEW

Year: 2020

ADDRESS	APPLICANT	PURPOSE	APPROVED	CONDITIONS
704 Marias Ave Wilcox 1 st Block 2 Lots 25, 26, 27(S10')	Cindy Reedy dba Cottage Keep	Floral design studio	5/25/2004	<p>1. There will be very limited retail business conducted at this location and the operation will not be billed as a "gift shop". 2. Any signage will be limited to one 1'x2' sign mounted flush on the building on the property. 3. Expansion of this business will require compliance with the Americans with Disabilities Act (ADA).</p> <p>Date Reviewed: <u>8/10/20</u> By: <u>Bob T.</u></p> <p>Comments: <u>In Compliance</u></p>

CONDITIONAL USE PERMIT ANNUAL REVIEW

Year: 2020

ADDRESS	APPLICANT	PURPOSE	APPROVED	CONDITIONS
730 North Granite Greenup Addition Block 2, Lot 13	Lori Thacker/Ruth Lybbert dba TLC Catering Plus	Remodel house into a commercial kitchen for catering business	9/14/2000	<p>1. This use is the only use allowed. 2. That all building and fire codes be met to the satisfaction of the building inspector and the fire marshal. 3. That all Montana DEQ requirements for a commercial kitchen be met. 4. Any signage cannot be larger than 2' x 3' in size.</p> <p>Date Reviewed: <u>8/10/20</u> By: <u>Rob T</u></p> <p>Comments: <u>In Compliance</u></p>

				<p>Comments: <u>In Compliance</u></p> <p>Date Reviewed: <u>8/10/20</u> By: <u>Rob T</u></p>
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CONDITIONAL USE PERMIT ANNUAL REVIEW

Year: 2020

CONDITIONAL USE PERMIT ANNUAL REVIEW

Year: 2020

ADDRESS	APPLICANT	PURPOSE	APPROVED	CONDITIONS
Shelby Heights Block 98, Lots 11-20	Kaneff Excavating	excavating business (a backhoe and hauling service)	4/04/1996	<p>1. There shall be no accumulation of trash, junked vehicles or machinery allowed. 2. That this use is the only use. 3. That all building and fire codes must be met to the satisfaction of the building inspector and fire marshal. 4. That the property be screened by some type of hedge or other vegetation.</p> <p>Date Reviewed: <u>8/10/20</u> By: <u>Rob T.</u> Comments: <u>In Compliance</u></p>

WATER TRANSMISSION AGREEMENT
Between
THE NORTH CENTRAL MONTANA REGIONAL WATER AUTHORITY
And
THE CITY of SHELBY

This Water Transmission Agreement is entered into this ____ day of _____, 2020, between the North Central Montana Regional Water Authority ("Authority"), and the City of Shelby ("Shelby").

Recitals

WHEREAS Shelby is a Member Entity of the Authority pursuant to the North Central Montana Regional Water Authority Agreement (2006), and Shelby has previously entered into an Operation and Maintenance Agreement with the Authority, and will be the retail water provider to individual land owner water service taps on the Shelby North Component (Segment W5-A1); and

WHEREAS, the Authority was created to participate in the development, design, and construction of the Rocky Boy's / North Central Montana Regional Water System as defined by Public Law 107-331 to ensure a safe and adequate rural, municipal and industrial water supply for its Member Entities; and

WHEREAS, the Authority owns a pipeline in which it transports drinking water the from Shelby to the Oilmont County Water District; and

WHEREAS, in order to serve certain customers along the pipeline route it is necessary for Shelby to utilize the Authority's pipeline to transport drinking water to these customers;

NOW THEREFORE in consideration of the promises and conditions herein, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Definitions.

1.1. "Authority" shall mean the North Central Montana Regional Water Authority.

1.2. "Deliver Point" or "Delivery Points" shall mean that location or locations where the Non-Core System connects and delivers potable water to Shelby for service to its customers along the Authority's pipeline.

1.3. "Force Majeure Events" shall mean any event which wholly or partly prevents or delays the performance by either party of any obligation under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the party affected, (ii) the party affected has taken and is taking all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such party's ability to

Commented [WH1]: Should this agreement also specify anticipated customers such as Swayze, Kevin, Sunburst????

perform its obligations, and (iii) such event is not the direct or indirect result of such party's negligence or the failure of such party to perform any of its obligations. Subject to the conditions set forth in the preceding sentence, the term Force Majeure Event includes, without limitation, flood, lightning, earthquake, fire, explosion, epidemic, quarantine, hurricane, strikes and other labor disputes (including collective bargaining disputes and lockouts), war (including acts of terrorism), blockade, insurrection, revolution, malicious damage, sabotage, nuclear, chemical or biological contamination, expropriation or confiscation, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant, machinery or equipment, and unavailability of fuel, power or raw materials if the cause thereof should qualify as a Force Majeure Event, but specifically excludes economic hardship, changes in market conditions or insufficiency of funds (except as otherwise expressly provided herein).

Section 2. Transmission of Water.

The Authority or its agent, City of Shelby, shall transport potable treated water meeting applicable purity standards of the State of Montana to the Delivery Points. The Authority and Shelby shall coordinate subject to the terms and conditions of the Authority's tapping requirements contained in the separate Operation and Maintenance Agreement for the Shelby North Component the location, engineering, design, and construction of connections and metering devices between the Authority's pipeline and the Delivery Points. The obligations of the Authority under this Section are subject to Force Majeure Events.

Section 3. Rates, Costs, and Charges.

3.1. Water Measurement and Costs.

3.1.1. Metering. All water transported and delivered under this Agreement shall be metered. Meter readings shall be made on or about the 20th day of each calendar month for monitoring purposes.

✓
Commented [WH2]: We good with this day? We can change it to "the day Shelby meters its other customers."

3.1.2. Transmission Cost. Shelby agrees to pay an annual water transmission cost which will be equal to the sum of the Monthly Meter Rate times the volume of water metered from the Authority to cover its proportionate share of the Authority's costs and expenses for, over the same time period:

Monthly Metered Rate

1. Transmission Pipeline Maintenance, Pump Operation and Operating Reserves; currently \$.73 per 1000 gallons.

Commented [WH3]: This rate structure is different than our south line which I've attached. Guessing the reason is because we anticipate more customers going north???

Commented [WH4]: Are we okay with this amount?

3.2. Rate Adjustments. Except as otherwise provided for in this Agreement, adjustments to shall be accomplished through the following process:

1. the Authority shall develop any proposed rate change including the basis and rationale for such change;
2. provide Shelby written notice of the proposed rate change and allow within a reasonable time period Shelby to provide input and opportunity to comment either in writing or at a meeting of the Authority's Executive Committee; and

3-Steps that we get paid for

3. After the opportunity for comment has ended, the Authority shall either adopt, modify, or reject the rate adjustments and establish an effective date for any rate adjustments.

In the event Shelby continues to dispute any final rate adjustment, such dispute is subject to the Dispute Resolution provisions of this Agreement contained in Section 8.

Section 4. Curtailment of Delivery of Water for Maintenance Purposes.

The Authority, or its² agent, may temporarily discontinue or reduce the amount of water to be transmitted for the purpose of maintaining, repairing, replacing, investigating, or inspecting any of the facilities and works necessary for the transmission of water. To the extent possible, reasonable notice in advance of any temporary discontinuance or reduction will be provided by Authority or its' agent. No advance notice will be required in the case of an emergency. In no event shall any liability accrue against the Authority or any of its officers, agents, or employees for any damage or inconvenience, direct or indirect, arising from such temporary discontinuance or reduction for maintenance and repair purposes.

Section 5. Mutual Agreement.

The Authority and Shelby mutually agree:

5.1. to use appropriate engineering, design, construction, and maintenance practices and techniques to ensure compliance with applicable statutes and regulations;

5.2. water transported through the Authority's pipeline shall be measured at the Delivery Point(s) by suitable metering equipment of standard manufacture, to be furnished and installed by the Authority at its cost and be maintained and calibrated by the Authority. Meters and control valves on water lines of the Authority shall be owned and operated by the Authority. If more than a single meter is used to measure water delivery to Shelby, the readings thereof shall be billed concurrently. If any meter fails to register or registers incorrectly, the parties shall agree upon the length of period, but in no event exceeding six (6) months, during which such meter failed to register or registered incorrectly and the quantity of service delivered there through during such period and, upon agreement, an appropriate adjustment based thereon shall be made in the bills. For the purpose of the preceding sentence, any meter that conforms to the American Water Works Association's standards for deviations shall be deemed correct. If the Authority and Shelby cannot agree under the provisions of this Section, either party may avail themselves to the dispute resolution provisions in Section 6 of this Agreement.

Commented [WH5]: This term is added and different from South Line tx agreement. I'm good with it.

Section 6. Authority's Obligations.

The Authority is obligated to:

6.1. submit monthly invoices or bills to Shelby for payment of amounts due under this Agreement;

6.2. prior to October 1st of each year, or at a time mutually agreeable to the parties, establish Water Transmission Costs pursuant to this Agreement; provided that Water Transmission Costs may be adjusted as set forth in this Agreement; and

6.3. upon the request of Shelby provide information or documents pertaining to the Authority's operations and related revenues and expenses.

Section 7. City of Shelby's Obligations.

The City is obligated to:

7.1. pay all invoices and accounts receivable, including any penalties or finance charges incurred for late payment, from the Authority when due and within thirty (30) days of receipt of the invoice(s) pursuant to the terms and conditions of this Agreement, and any other subsequent agreements or amendments to any of the agreements between the parties.

7.2. upon request of the Authority, within 180 days after the close of each Fiscal Year, cause to be prepared and submitted to the Authority a financial report with respect to City's system for such Fiscal Year in accordance with generally accepted accounting principles applicable to governmental entities and, in addition to whatever matters may be thought proper by the Authority to be included therein, shall include a statement in detail of the income and expenditures of City's system for the Fiscal Year and a balance sheet as of the end of the Fiscal Year;

Commented [WH6]: Define what the fiscal year is

7.3. prior to the beginning of each Fiscal Year provide to the Authority a copy of City's anticipated rates for the ensuing Fiscal Year;

7.4. maintain rates, charges and rentals to be charged to all recipients of water services and revise whenever and as often as may be necessary such that revenues for each Fiscal Year will be sufficient to timely pay Authority the amounts due pursuant to this Agreement for the transmission of water, including related penalties and interest;

Section 8. Dispute Resolution.

8.1. Cooperative Resolution. The parties shall endeavor in good faith to obtain full and cooperative resolution of any dispute or disagreement in respect to the performance by either of them of their respective duties and obligations hereunder, or in regard to interpretation and/or administration of any other term or provision in this Agreement, or of any matter not provided for or covered in this Agreement which is nonetheless essential to the achievement of the ends and objectives of this Agreement. Any matters not resolved by mutual agreement shall be resolved by arbitration as hereafter provided, unless the parties mutually agree otherwise.

8.2. Arbitration. Any claim, dispute or other matter in controversy arising out of or related to this Agreement, or the performance or breach hereof, will be decided by arbitration in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, a party may submit any claim for injunctive relief, including, without limitation, a decree of specific performance, to a court of law to be resolved by legal or equitable proceedings subject to the provisions of Section 14 of this Agreement.

8.2.1. Arbitration Procedure. For any matter subject to this arbitration provision in which the amount in controversy is \$100,000.00 or more, three (3) arbitrators will be selected in accordance with the American Arbitration Association Rules, at least one of whom shall be an attorney. For any matter subject to this arbitration provision in which the amount in controversy is less than \$100,000.00, there shall be one (1) arbitrator selected in accordance with the American Arbitration Association rules. The arbitrator(s) will complete hearings and render a decision on the earlier of the date required by the rules governing the arbitration or the date 180 days after their appointment. The arbitration will be conducted either in Hill County, Montana, or at a location mutually agreeable to the parties. In addition to such discovery that may be ordered in the discretion of the arbitrator(s), at least 30 days prior to the hearing, the parties will exchange documents relevant to the claims and defenses of the parties, a detailed itemization of damages, identification of witnesses, and any reports of experts who are expected to testify or, if there are no reports, summaries in reasonable detail of their expected testimony.

8.2.2. Arbitration Decision. The arbitrator(s) are to decide only the issue(s) presented to them and will not vary the terms of this Agreement. The arbitrator(s) shall have the authority to order specific performance by either or both parties of their duties and obligations in this Agreement. The arbitrator(s) shall be authorized to award to the prevailing party its reasonable legal fees and costs incurred to prosecute or defend the claims that are the subject of the arbitration. The decision and award of the arbitrator(s) will be final and binding, unless modified, set aside, or appealed based upon the standards set forth in the Montana Uniform Arbitration Act (Mont. Code Ann. §§ 27-5-111, et seq.).

Section 9. Warranties and Representations.

9.1. Of Shelby. Shelby hereby warrants and represents to the Authority that (i) it has the power and authority to execute and deliver and perform its covenants, obligations and agreements contained in, this Agreement; (ii) its governing body has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (iii) the execution, delivery and performance of this Agreement will not constitute a violation of or default under any of its governing documents or any agreement, order, decree, law, rule or regulation to which it is a party or by which it is bound, or result in the creation of any lien or security interest on or in any assets or property except for any such lien or security interest created pursuant hereto; and (iv) this Agreement is a legal and binding obligation of Shelby enforceable against it in accordance with its terms.

9.2. Of the Authority. The Authority hereby warrants and represents to the Shelby that (i) it has the power and authority to execute and deliver and perform its covenants, obligations and agreements contained in, this Agreement; (ii) its governing body has taken all

action necessary to authorize the execution, delivery and performance of this Agreement; (iii) the execution, delivery and performance of this Agreement will not constitute a violation of or default under any of its governing documents or any agreement, order, decree, law, rule or regulation to which it is a party or by which it is bound, or result in the creation of any lien or security interest on or in any assets or property except for any such lien or security interest created pursuant hereto; and (iv) this Agreement is a legal and binding obligation of the Authority enforceable against it in accordance with its terms.

Section 10. Assignment.

No assignment of the rights, duties or obligation under this Agreement shall be made by either party without the express written approval of the other party. Any attempt at assignment in violation of this Section shall be void. The Authority shall not approve any assignment to any entity unless and until the entity to which it is proposed that this Agreement be assigned has established to the satisfaction of the Authority its ability to satisfy the obligations hereunder.

Section 11. Waiver of Breach.

Waiver of breach of any term or provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision. In addition, waiver of any provision, obligation or duty as provided in this Agreement shall not constitute a waiver of a future breach.

Section 12. Notices.

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, and shall be sent by certified or registered mail, postage prepaid, return receipt requested to the below listed address, or as otherwise specified in writing from time to time by the parties:

If to Authority: North Central Montana Regional Water Authority
General Manager
P.O. Box 2456
Havre, MT 59501

With a copy to: Steve Wade
Browning, Kaleczyc, Berry & Hoven, P.C.
P.O. Box 1697
Helena, MT 59601
406-443-6820

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

Section 13. Severability.

In the event any term or provision of this Agreement is rendered invalid or unenforceable by any law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect.

Section 14. Term of Agreement.

This Agreement shall remain in effect for forty (40) years unless earlier terminated by the Authority. The Parties may mutually agree to extend this Agreement.

Section 15. Headings.

The headings of Sections contained in this Agreement are for reference purposes only and should not effect in any way the meaning or interpretation of this Agreement.

Section 16. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for a judicial action arising out of or related to this Agreement shall be in Hill County, Montana.

Section 17. Amendments.

The provisions of this Agreement pertaining to the rates and charges to be paid by Shelby are subject to modification as set forth herein. Any rate increases sought by the Authority shall be subject to the adoption of an ordinance or resolution adopted pursuant to applicable Montana law in which Shelby is provided notice of such action and the opportunity to make comment thereon as provided by Montana law. All other provisions of this Agreement may be amended only by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

AUTHORITY: North Central Montana Regional Water Authority

By: _____

Title: _____

Date: _____

Attest:

By: _____

Date: _____

STATE OF MONTANA)

:ss

County of _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, the _____ of the North Central Montana Regional Water Authority known to me to be the _____ for the North Central Montana Regional Water Authority and the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above first written.

(Notarial Seal)

Notary's Signature: _____

Notary's Name: _____

Notary Public for the State of Montana

Residing at: _____

My commission expires: _____, 20____

City of Shelby

By: _____

Title: _____

Date: _____

Attest:

By: _____

Date: _____

STATE OF MONTANA)
 :SS
County of _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, the _____ of the City of Shelby known to me as the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above first written.

(Notarial Seal)

Notary's Signature: _____
Notary's Name: _____
Notary Public for the State of Montana
Residing at: _____
My commission expires: _____, 20____

**AGREEMENT FOR THE
OPERATION and MAINTENANCE OF THE
SHELBY NORTH COMPONENT (Segment W5-A1) 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 SHELBY NORTH COMPONENT OF THE NORTH CENTRAL MONTANA REGIONAL WATER SYSTEM, is made this ____ day of _____, 2020, 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 Shelby North 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 **Shelby North Component (also referred to as Segment W5-A1)** 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 approximately 44 miles of pipeline from the City of Shelby north to the Town of Sunburst then east of Sunburst to Oilmont CWD and Nine Mile CWD, a pump station located near Shelby, a storage tank with meter vault east of Sunburst, a standpipe south of Sunburst, a

Commented [WH1]: Should "Shelby North" also be in bold?
Typo?

meter/pump station east of Sunburst, and a meter vault near Sunburst.

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.

Formatted: Font: Bold

1.7 **O&M** shall mean the operation and maintenance of the Shelby North 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 Shelby North Component. To keep O&M costs for the Shelby North Component within reasonable limits, Shelby shall comply with the following obligations:

3.1 deliver water from the Shelby North Component to any water taps approved by the Authority;

3.2 operate the Shelby North 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 Shelby North Component and any manufacturers' recommendations, purchase and handle required chemicals, provide notification pursuant to Section 9 of this Agreement 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 Shelby North Component;

3.6 keep and maintain O&M logs, books, and records of the Shelby North 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;

Commented [WH2]: Who is paying for the annual audit?
Guessing the cost of the audit will be a significant fraction of the fee Shelby will get for O&M. I didn't see the requirement for an annual audit in the draft of the South component O&M agreement.

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 Shelby North 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 Shelby North 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 of 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 Shelby North Component.

Commented [WH3]: Can we do this with MMIA?

4. Authority's Obligations:

- 4.1 Authority is the owner of the pipes, pumps, and related equipment that comprises the Shelby North 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 Shelby North 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 Shelby North 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.

Commented [WH4]: This is taken word for word from our south line (Habets) agreement. But, we should add some language that Shelby will have a separate agreement with customers for water quality testing, required DEQ notifications, rates, and other fees. Is water quality testing covered under the monthly fee NCMRWA pays us?

Commented [WH5]: Testing requirements for consecutive water systems.

6. Payment for Services and Materials. The City of Shelby shall invoice the Authority an amount of \$100 per month for its obligations pertaining to the services provided pursuant to this Agreement for the Shelby North Component, including mileage and materials. 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, O&M costs that will exceed \$100 per month will require the prior written approval of the Authority. O&M costs that, in aggregate, exceed a total of \$1,200 per year require prior written approval of the Authority

Commented [WH6]: Section 6 is awkwardly written. I'm not clear at all on what it means. Probably just some simple word changes and clarification after its explained to me.

At such time, a ^{quite} second service connection for a water district, city or town the \$100 per month is increased to \$1,025 per month for its obligations pertaining to the services provided pursuant to this Agreement for the Shelby North Component, including mileage and materials. 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, O&M costs that will exceed \$1,025 per month will require the prior written approval of the Authority. O&M costs that, in aggregate, exceed a total of \$12,300 per year require prior written approval of the Authority.

Commented [WH7]: What is the first connection?

Failure to obtain such approval may result in those costs not be paid by the Authority. For those approved costs in excess of the monthly or annual aggregate amount 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 that exceed the scope of its monthly obligations.

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 Shelby North 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 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.

Shelby City Court

User: BALEXANDER

Cases by Filing Date

City

All Case Types

From 8/1/2020 to 8/31/2020

All Judges

Judge: Rapkoch, Peter

Case	Filed	Entered	Party	Status
CR-865-2020-0000001	8/28/2020	8/28/2020	Fyall, Sean Robert, Defendant	Pending
CR-865-2020-0000002	8/28/2020	8/28/2020	Fyall, Jason Christopher, Defendant	Pending
CR-865-2020-0000003	8/28/2020	8/28/2020	Martinez, Kimberlyn Beverly, Defendant	Pending
TK-865-2020-0000137	8/3/2020	8/3/2020	Silvia, James, Defendant	Pending
TK-865-2020-0000138	8/3/2020	8/3/2020	Wilson, Kyle Cordell James, Defendant	Closed
TK-865-2020-0000139	8/3/2020	8/3/2020	Williamson, Wyitt Winston, Defendant	Pending
TK-865-2020-0000140	8/6/2020	8/6/2020	Brown, Jasy Von, Defendant	Closed
TK-865-2020-0000141	8/7/2020	8/7/2020	Angel, Tammy Lynn, Defendant	Closed
TK-865-2020-0000142	8/7/2020	8/7/2020	Mollerstrom, Dustin P, Defendant	Closed
TK-865-2020-0000143	8/10/2020	8/10/2020	Johnson, Tiffany Louise, Defendant	Closed
TK-865-2020-0000144	8/10/2020	8/10/2020	Frenche, Jasmine Dnee, Defendant	Disposed
TK-865-2020-0000145	8/17/2020	8/17/2020	Robbins, Austin Lee, Defendant	Pending
TK-865-2020-0000146	8/19/2020	8/19/2020	Rideout, Adelyn Marie, Defendant	Pending
TK-865-2020-0000147	8/24/2020	8/24/2020	Henville, Robert Colton, Defendant	Closed
TK-865-2020-0000148	8/25/2020	8/25/2020	Stark, Tyler Anthony, Defendant	Pending
TK-865-2020-0000149	8/25/2020	8/25/2020	Salveson, Cody Lee, Defendant	Pending
TK-865-2020-0000150	8/25/2020	8/25/2020	Robinson, Shane Michael, Defendant	Pending
TK-865-2020-0000151	8/26/2020	8/26/2020	Sox, Jared Tyler, Defendant	Pending
TK-865-2020-0000152	8/27/2020	8/27/2020	Potter, Richard Dean, Defendant	Pending

Total cases for Rapkoch, Peter : 19**Total cases for report: 19**

Date: 8/31/2020
Time: 04:52 PM
Page 1 of 13

Shelby City Court
Receipts by Date
City
All Case Types
From 8/1/2020 to 8/31/2020

User:
BALEXANDER

All Judges

8/3/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5987	09:48 AM	Criminal Payment	.00	.00	68.00	.00	.00	.00	.00	.00	.00	.00
		Payor: Snoeck, Marie Kathleen										
		TK-865-2020-0000110										
		Snoeck, Marie Kathleen		45-5-206(1)(a) [1st]								
		13.00 Fine										
		44.00 Victim Witness Surcharge										
		1.00 Victim Witness Admin Fee										
		10.00 Law Enforcement Academy										
		<u>68.00</u>										
5988	01:14 PM	Criminal Payment	.00	.00	285.00	.00	.00	.00	.00	.00	.00	.00
		Payor: Fyall, Jason Christopher										
		TK-865-2020-0000081										
		Fyall, Jason Christopher		45-8-101(1)								
		100.00 Fine										
		15.00 Misdemeanor Surcharge										
		10.00 Technology Surcharge										
		49.00 Victim Witness Surcharge										
		1.00 Victim Witness Admin Fee										
		10.00 Law Enforcement Academy										
		<u>185.00</u>										
		TK-865-2020-0000121										
		Fyall, Jason Christopher		45-8-101(1)								
		15.00 Fine										
		15.00 Misdemeanor Surcharge										
		10.00 Technology Surcharge										
		49.00 Victim Witness Surcharge										
		1.00 Victim Witness Admin Fee										

Date: 8/31/2020

Time: 04:52

Page 2 of 13

Shelby City Court

Receipts by Date

City

All Case Types

From 8/1/2020 to 8/31/2020

User:
BALEXANDER

All Judges

8/3/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5988	01:14 PM	Criminal Payment	.00	.00	285.00	.00	.00	.00	.00	.00	.00	.00
		Payor: Fyall, Jason Christopher										
		TK-865-2020-0000121										
		Fyall, Jason Christopher		45-8-101(1)								
		Disorderly Conduct										
		10.00 Law Enforcement Academy										
		100.00										
Daily totals:			353.00	.00	.00	353.00	.00	.00	.00	.00	.00	.00
Miscellaneous:			.00									
Fine/fee:			353.00									
Cash bond:			.00									
Bond forfeiture:			.00									
Bond percent fee:			.00									
Bond conversion:			.00									

Date: 8/31/2020
Time: 04:52 PM
Page 3 of 13

Shelby City Court
Receipts by Date
City
All Case Types
From 8/1/2020 to 8/31/2020

User:
BALEXANDER

All Judges

8/7/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5989	01:47 PM	Criminal Payment Payor: Wilson, Kyle Cordell James TK-865-2020-0000138 Wilson, Kyle Cordell James 61-3-312 Operating With Expired Registration - Failure to Reregister 50.00 Fine 15.00 Misdemeanor Surcharge 10.00 Technology Surcharge 10.00 Law Enforcement Academy 85.00	.00	.00	85.00	.00	.00	.00	.00	.00	.00	.00
5990	04:18 PM	Criminal Payment Payor: Flesch, Jeffrey John TK-865-2020-0000103 Flesch, Jeffrey John 61-3-312 Operating With Expired Registration - Failure to Reregister 50.00 Fine 15.00 Misdemeanor Surcharge 10.00 Technology Surcharge 10.00 Law Enforcement Academy 85.00 Check Number: 1548	.00	.00	.00	85.00	.00	.00	.00	.00	.00	.00
Daily totals:			170.00	.00	.00	85.00	85.00	.00	.00	.00	.00	.00
Miscellaneous:			.00									
Fine/fee:			170.00									
Cash bond:			.00									
Bond forfeiture:			.00									
Bond percent fee:			.00									
Bond conversion:			.00									

Date: 8/31/2020

Time: 04:52

Page 4 of 13

Shelby City Court

Receipts by Date

City

All Case Types

From 8/1/2020 to 8/31/2020

User:

BALEXANDER

All Judges

8/10/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5991	01:29 PM	Criminal Payment Payor: Fox, Monte Clyde	.00	.00	.00	.00	.00	27.00	.00	.00	.00	.00
		TK-865-2020-0000007 Fox, Monte Clyde		61-6-301(4) [1st]								
		27.00 Fine										
		27.00										
								Check Number: 51349936217				
Daily totals:		27.00	.00	.00	.00	.00	.00	27.00	.00	.00	.00	.00
Miscellaneous:		.00										
Fine/fee:		27.00										
Cash bond:		.00										
Bond forfeiture:		.00										
Bond percent fee:		.00										
Bond conversion:		.00										

Date: 8/31/2020

Time: 04:52 PM

Page 5 of 13

Shelby City Court
Receipts by Date
City
All Case Types
From 8/1/2020 to 8/31/2020

User:
BALEXANDER

All Judges

8/11/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5992	08:50 PM	Criminal Payment	.00	.00	.00	.00	.00	.00	.00	.00	65.00	.00
		Payor: Johnson, Tiffany Louise									E-Payment transaction no.: 1759071099	
		TK-865-2020-0000143										
		Johnson, Tiffany Louise		61-8-309(1)								
		30.00 Fine										
		15.00 Misdemeanor Surcharge										
		10.00 Technology Surcharge										
		10.00 Law Enforcement Academy										
		<u>65.00</u>										
Daily totals:			65.00	.00	.00	.00	.00	.00	.00	.00	65.00	.00
Miscellaneous:			.00									
Fine/fee:			65.00									
Cash bond:			.00									
Bond forfeiture:			.00									
Bond percent fee:			.00									
Bond conversion:			.00									

Date: 8/31/2020

Time: 04:52

Page 6 of 13

Shelby City Court

Receipts by Date

City

All Case Types

From 8/1/2020 to 8/31/2020

User:

BALEXANDER

All Judges

8/14/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5993	09:31 AM	Criminal Payment Payor: Calfbossribs, Cecil Dana Jr TK-865-2020-0000045 Calfbossribs, Cecil Dana Jr 45-10-103 20.00 Victim Witness Surcharge 1.00 Victim Witness Admin Fee 6.00 Law Enforcement Academy <u>27.00</u>	.00	.00	27.00	.00	.00	.00	.00	.00	.00	.00
		Criminal Possession Of Drug Paraphernalia										
5994	03:57 PM	Criminal Payment Payor: Spottedeagle, Anna Rose TK-865-2019-0000078 Spottedeagle, Anna Rose 61-6-302(2) [1st] 20.00 Fine <u>20.00</u> TK-865-2020-0000086 Spottedeagle, Anna Rose 61-3-312 15.00 Misdemeanor Surcharge 10.00 Technology Surcharge	.00	.00	.00	55.00	.00	.00	.00	.00	.00	.00
		Fail To Carry Proof Or Exhibit/Insurance In Vehicle - Owner Or Operate										
		Check Number: 0001263744										
		Operating With Expired Registration - Failure to Reregister										

Date: 8/31/2020
Time: 04:52 PM
Page 7 of 13

Shelby City Court
Receipts by Date
City
All Case Types
From 8/1/2020 to 8/31/2020

User:
BALEXANDER

All Judges

8/14/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5994	03:57 PM	Criminal Payment	.00	.00	.00	55.00	.00	.00	.00	.00	.00	.00
		Payor: Spottedeagle, Anna Rose										
		TK-865-2020-0000086										
		Spottedeagle, Anna Rose 61-3-312										
		Operating With Expired Registration - Failure to Reregister										
		10.00 Law Enforcement Academy										
		<u>35.00</u>										
		Check Number: 0001263744										
Daily totals:			82.00	.00	.00	27.00	55.00	.00	.00	.00	.00	.00
Miscellaneous:			.00									
Fine/fee:			82.00									
Cash bond:			.00									
Bond forfeiture:			.00									
Bond percent fee:			.00									
Bond conversion:			.00									

Date: 8/31/2020

Time: 04:52

Page 8 of 13

Shelby City Court

Receipts by Date

City

All Case Types

From 8/1/2020 to 8/31/2020

User:

BALEXANDER

All Judges

8/18/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5995	02:27 PM	Criminal Payment Payor: Dolan, Hannah Marie TK-865-2019-0000047 Dolan, Hannah Marie 16-3-304 100.00 Fine <u>100.00</u>	.00	.00	100.00	.00	.00	.00	.00	.00	.00	.00
After Hours Operation Of A Liquor Establishment (2 a.m. to 8 a.m.)												
Daily totals:		100.00	.00	.00	100.00	.00	.00	.00	.00	.00	.00	.00
Miscellaneous:		.00										
Fine/fee:		100.00										
Cash bond:		.00										
Bond forfeiture:		.00										
Bond percent fee:		.00										
Bond conversion:		.00										

Date: 8/31/2020
Time: 04:52 PM
Page 9 of 13

Shelby City Court
Receipts by Date
City
All Case Types
From 8/1/2020 to 8/31/2020

User:
BALEXANDER

All Judges

8/24/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5996	11:41 AM	Criminal Payment	.00	.00	.00	.00	.00	.00	.00	.00	55.00	.00
		Payor: Henville, Robert Colton									E-Payment transaction no.: 1764348237	
		TK-865-2020-0000147										
		Henville, Robert Colton		61-8-309(1)								
		20.00										
		Fine										
		15.00										
		Misdemeanor Surcharge										
		10.00										
		Technology Surcharge										
		10.00										
		Law Enforcement Academy										
		<u>55.00</u>										
Daily totals:			55.00	.00	.00	.00	.00	.00	.00	.00	55.00	.00
Miscellaneous:			.00									
Fine/fee:			55.00									
Cash bond:			.00									
Bond forfeiture:			.00									
Bond percent fee:			.00									
Bond conversion:			.00									

Date: 8/31/2020

Time: 04:52

Page 10 of 13

Shelby City Court

Receipts by Date

City

All Case Types

From 8/1/2020 to 8/31/2020

User:

BALEXANDER

All Judges

8/26/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5997	03:28 PM	Cash Bond	.00	.00	.00	85.00	.00	.00	.00	.00	.00	.00
		Payor: Angel, Tammy Lynn										
		TK-865-2020-0000141										
		Angel, Tammy Lynn										
		85.00 Cash bond										
		85.00										
						Check Number: 1616						
5998	03:29 PM	Cash Bond	.00	.00	.00	40.00	.00	.00	.00	.00	.00	.00
		Payor: Coil, Duane Leslie										
		TK-865-2020-0000136										
		Coil, Duane Leslie										
		40.00 Cash bond										
		40.00										
						Check Number: 1616						
Daily totals:			125.00	.00	.00	.00	125.00	.00	.00	.00	.00	.00
Miscellaneous:			.00									
Fine/fee:			.00									
Cash bond:			125.00									
Bond forfeiture:			.00									
Bond percent fee:			.00									
Bond conversion:			.00									

Date: 8/31/2020
Time: 04:52 PM
Page 11 of 13

Shelby City Court
Receipts by Date
City
All Case Types
From 8/1/2020 to 8/31/2020

User:
BALEXANDER

All Judges

8/27/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
5999	02:28 PM	Bond Conversion Payor: Coil, Duane Leslie TK-865-2020-0000136 Coil, Duane Leslie 61-8-303(1)(c) [1] Speeding - 25 MPH Urban District - Day 40.00 Fine 40.00	40.00	40.00	.00	.00	.00	.00	.00	.00	.00	.00
6000	02:31 PM	Bond Conversion Payor: Angel, Tammy Lynn TK-865-2020-0000141 Angel, Tammy Lynn 61-8-310(1) Speed - Exceed Restricted Speed Limit Established Local Authority 50.00 Fine 15.00 Misdemeanor Surcharge 10.00 Technology Surcharge 10.00 Law Enforcement Academy 85.00	85.00	85.00	.00	.00	.00	.00	.00	.00	.00	.00
Daily totals:			125.00	125.00	.00	.00	.00	.00	.00	.00	.00	.00
Miscellaneous:			.00									
Fine/fee:			.00									
Cash bond:			.00									
Bond forfeiture:			.00									
Bond percent fee:			.00									
Bond conversion:			125.00									

Date: 8/31/2020

Time: 04:52

Page 12 of 13

Shelby City Court

Receipts by Date

City

All Case Types

From 8/1/2020 to 8/31/2020

User:

BALEXANDER

All Judges

8/31/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
6001	09:39 AM	Criminal Payment	.00	.00	.00	.00	.00	.00	.00	.00	53.00	.00
Payor: Burchard, Justin Donald												
CR-865-2018-0000002												
Burchard, Justin Donald 45-6-301(1) [1] Theft - Obtain Or Exerts Unauthorized Control Over Property - 1st Offe												
53.00 Fine												
53.00												

Date: 8/31/2020
 Time: 04:52 PM
 Page 13 of 13

Shelby City Court
 Receipts by Date
 City
 All Case Types
 From 8/1/2020 to 8/31/2020

User:
 BALEXANDER

All Judges

8/31/2020

Receipt	Time		Bond Conversion	Transfer	Cash	Check	Cashiers Check	Money Order	Credit Card	Debit Card	E-Payment	Direct Deposit
6002	01:35 PM	Criminal Payment	.00	.00	.00	.00	.00	.00	.00	.00	30.00	.00
		Payor: Swenson, Chad Gregory									E-Payment transaction no.: 1767209158	
		TK-865-2020-0000040										
		Swenson, Chad Gregory		61-8-303(3) [1]								
		30.00 Fine										
		<u>30.00</u>										
		30.00										
Daily totals:			83.00	.00	.00	.00	.00	.00	.00	.00	83.00	.00
Miscellaneous:			.00									
Fine/fee:			83.00									
Cash bond:			.00									
Bond forfeiture:			.00									
Bond percent fee:			.00									
Bond conversion:			.00									
<hr/>												
Report totals:			1185.00	125.00	125.00	565.00	265.00	.00	27.00	.00	.00	203.00
Miscellaneous:			.00									
Fine/fee:			935.00									
Cash bond:			125.00									
Bond forfeiture:			.00									
Bond percent fee:			.00									
Bond conversion:			125.00									

3718

S:\shared documents\Acctg-Bdgt\Reconcile\2020 8 Bank Rec.xlsx2020 8 Bank
Rec.xlsxCash Balance

City of Shelby
8/31/2020

Fund #	Name	YTD Revenues	YTD Expenditures	YTD Over/(Under)
1000	General	137,046.19	286,640.17	-149,593.98
2190	Comp Liability	6,398.50	16,380.50	-9,982.00
2260	Disaster-Flood Wlmsn Park	835.67	32,073.56	-31,237.89
2310	Tax Increment Financing District	53,827.33	0.00	53,827.33
2320	Economic Development	0.00	0.00	0.00
2370	PERS	2,075.53	0.00	2,075.53
2371	Health Insurance	3,755.46	0.00	3,755.46
2372	Permissive Levy	9.06	0.00	9.06
2395	Marias Valley Golf & Country Club	0.00	0.00	0.00
2396	Municipal Rec Pass Fund	0.00	352.00	-352.00
2399	Revolving Loan Fund	1,513.05	22,000.00	-20,486.95
2400	Street Lighting District	6,995.06	8,441.48	-1,446.42
2500	Street Maintanance District	25,716.56	79,428.32	-53,711.76
2550	2012 Sidewalk SID	875.88	350.00	525.88
2600	Park Maintanance District	3,432.56	679.27	2,753.29
2810	Police Pension & Training	0.00	0.00	0.00
2920	Trails Grant	0.00	0.00	0.00
2936	Williamson Bldg	0.00	0.00	0.00
3015	1991 Swimming Pool Bath House GOB	0.00	0.00	0.00
3035	Firehall Bond	13,049.50	0.00	13,049.50
3510	1992 Curb, Gutter, Side SID	0.00	0.00	0.00
4000	Capital Projects Fund	2,194.90	0.00	2,194.90
5210	Water	294,307.90	551,910.21	-257,602.31
5310	Sewer	207,533.92	258,141.25	-50,607.33
5410	Solid Waste	142,708.35	156,526.64	-13,818.29
5720	Storm Drainage	213,965.01	227,871.08	-13,906.07
7060	Energy Share	303.09	0.00	303.09
7061	Disaster Relief	303.09	2,760.19	-2,457.10
7110	Accommodations Tax	0.00	0.00	0.00
7120	Fire Relief Agency Fund	0.00	0.00	0.00
7199	Tourism Business Imp District (TBID)	16,516.00	0.00	16,516.00
7427	Specialty License Plate Fee	740.00	0.00	740.00
		\$ 1,134,102.61	\$ 1,643,554.67	-509,452.06
S:\shared documents\Acctg-Bdgt\Reconcile\2020 8 Bank Rec.xlsx\Budget				

09/17/20
09:54:46

CITY OF SHELBY
Vendor Summary Query by Date
For claims processed from: 8/20 to 8/20

Page: 1 of 2
Report ID: AP200S

Vendor #/Name	Amount	Last Paid Date
01903 1ST CHOICE PLUMBING LLC	190.00	09/09/20
01725 2M COMPANY INC	576.00	09/09/20
01388 3 RIVERS COMMUNICATIONS INC	953.13	09/09/20
02336 360 OFFICE SOLUTIONS	832.10	09/09/20
01545 AMAZON.COM	88.84	08/06/20
00357 APPELEY REPAIR	252.90	09/09/20
01137 AQUA TECH LABORATORY	260.00	09/09/20
02190 BAUMAN, CHRISTINE	50.00	08/05/20
00047 BEN TAYLOR INC	8,762.63	09/09/20
02334 BEN TAYLOR INC.	1,247.73	09/09/20
01994 BEST BUY	35.98	08/28/20
01984 BIG SKY CREATIVE WORKS	500.00	09/09/20
00359 BLACK MOUNTAIN SOFTWARE	100.00	09/09/20
02487 BNSF RAILWAY COMPANY	5,304.50	09/09/20
02538 CALGON CARBON UV TECHNOLOGIES LLC	52,200.00	09/09/20
00088 CARQUEST AUTO PARTS	98.70	09/09/20
02090 CERTIFIED FOLDER DISPLAY SERVICE INC	1,912.19	09/09/20
01400 CHEMICAL MONTANA CO	780.00	09/09/20
01329 CITY OF SHELBY	4,424.40	09/09/20
01271 CONANT HEATING & COOLING	328.00	09/09/20
01851 CT CLEANING	1,200.00	09/09/20
02535 CUSHING TERRELL	1,012.50	09/09/20
01963 DELUXE FOR BUSINESS	106.12	08/10/20
02499 DISH	87.04	09/11/20
343 ENERGY LABORATORIES INC	565.00	09/09/20
2539 FERGUSON WATERWORKS #1701	152.00	09/09/20
00111 FIRST STATE BANK	141.40	09/02/20
01713 FRONTLINE AG SOLUTIONS LLC	158.74	09/09/20
00016 GENERAL DISTRIBUTING CO	114.00	09/09/20
01969 GREAT FALLS SAND & GRAVEL INC	74,733.40	09/09/20
00653 GREAT WEST ENGINEERING	1,281.50	09/09/20
01285 HUNT, WILLIAM E JR	5,833.33	09/09/20
00198 INTERNATIONAL CODE COUNCIL INC	636.00	08/20/20
01862 KENCO SECURITY AND TECHNOLOGY	35.00	09/09/20
01620 KLJ ENGINEERING LLC	3,643.26	09/09/20
02374 MAGUIRE IRON INC	149,250.00	09/09/20
00083 MARIAS HEALTHCARE	171.00	09/09/20
02486 MARIAS RIVER CONTRACTING LLC	2,300.00	09/09/20
00026 MARIAS RIVER ELECTRIC COOP INC	12,884.39	09/09/20
00027 MARKS TIRE & ALIGNMENT	290.00	09/09/20
01780 MONTANA BROOM & BRUSH	157.90	09/09/20
01736 MUNICIPAL EMERGENCY SERVICES INC	2,973.44	09/09/20
02045 NAPA AUTO PARTS	491.42	09/09/20
01742 NORTHERN TRANSIT INTERLOCAL	2,500.00	09/09/20
01752 NORTH TOWN DRUG	68.16	09/09/20
00037 NORTHWEST PIPE FITTINGS INC	2,080.27	09/09/20
02368 OPTUM	25.50	09/09/20
00039 PETTY CASHIER	78.00	09/09/20
01595 PIZZA HUT	66.88	08/31/20
02351 POLLARD WATER	932.94	09/09/20
00144 POSTMASTER	829.89	09/10/20
00309 PREFERRED OFFICE EQUIPMENT	702.26	09/09/20

09/17/20
09:54:46

CITY OF SHELBY
Vendor Summary Query by Date
For claims processed from: 8/20 to 8/20

Page: 2 of 2
Report ID: AP200S

Vendor #/Name	Amount	Last Paid Date
00117 QUILL CORPORATION	701.42	09/09/20
02505 ROCKY MOUNTAIN HARDSCAPES	172.95	09/09/20
00043 SHELBY GAS ASSOCIATION	742.40	09/09/20
01866 SHELBY PAINT AND HARDWARE	429.69	09/09/20
00041 SHELBY PROMOTER	341.00	09/09/20
02261 STIRLING ROD R & DALLAS L	1,000.00	09/09/20
01805 SYSTEMS	3,279.00	09/09/20
02468 T-MOBILE	249.94	08/24/20
00048 TOOLE COUNTY CLERK & RECORDER	52,127.90	09/09/20
00049 TRACTOR & EQUIPMENT CO	150.96	09/09/20
01669 U.S. BANK	650.00	09/09/20
01486 USDA RURAL DEVELOPMENT	1,603.00	09/08/20
00400 UTILITIES UNDERGROUND LOCATION CENTER	103.74	09/09/20
02389 WELLS FARGO VENDOR FIN SERV	63.13	08/05/20
Grand Total:	406,013.57	