Resolution 330

Be it resolved; That a Town meeting of the council of the Town of Fromberg, Montana held on the 19th day of August 1996, the tax levy for the Town of Fromberg for the fiscal year 1996-1997 was made by resolution of the Town council and approved by the Mayor as follows;

General (all Purpose)	88.55 Mills
Liabilty Insurance	1.45 Mills
Health Insurance	8.27 Mills

Making a total of 98.27 mills.

Said Town of Fromberg has Caused its Corporate name to be subscribed therto and its Corporate seal affixed by its mayor and clerk this 16 day of September 1996.

Town of Fromberg

Renee Shanks

Renee Shanks, Mayor

Attested:
(Seal)

Elroy Ness

Elroy Ness, Clerk

RESOLUTION NO. 329

A RESOLUTION TO INCREASE THE RATES AND CHARGES FOR WATER SERVICE BY THE TOWN OF FROMBERG, MONTANA

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FROMBERG, MONTANA, THAT,

WHEREAS, water revenues received by the Town of Fromberg are not sufficient to meet the increased costs of maintenance and operation, and,

WHEREAS, under Section 69-7-101, Montana Code Annotated, (1995), the Town of Fromberg, a municipality, has the power and authority to regulate, establish, and change, as it considers proper, rates, charges, and classifications imposed for utility services to its inhabitants and other persons served by municipal utility systems. Rates, charges. and classifications must be reasonable and just,

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Fromberg, Montana,

That it is the intention of the Town of Fromberg, Montana, to charge the following rates for water service supplied by the Town of Fromberg, Montana.

User Categories	**Base Rate**
Residential	$18.85/month
Commercial	$18.85/month
Schools	$18.85/month per meter
Out-of-Town Residential	$24.50/month (1.3 x $18.85)
Out-of-Town Commercial	$24.50/month (1.3 x $18.85)
Churches, American Legion	$ 9.43/month (0.5 x $18.85)

At the base rate, users are entitled to 4,000 gallons per month. Any water usage above 4,000 gallons will be charged at $2.05 per 1,000 gallons. Multiple users on a single meter will be charged a base rate for each user on the system.

Bulk Rate Users	$1.25/250 gallons (token value)
Absent Property Owners (with water turned off)	$9.43/month (0.5 x $18.85)

PASSED AND APPROVED this _____ day of _____, 1996 by the Town Council of Fromberg, Montana and approved by its Mayor.

Mayor

ATTEST:

Town Clerk

RESOLUTION NO. 328

WHEREAS, the Carbon County Memorial Hospital and Nursing Home (a 501c-3 corporation) is seeking funding for a feasibility study for the construction of an assisted living facility in Carbon County;

That the Town of Fromberg agrees to participate in said project with use of Town funds in the amount of $1,000;

That contribution will be limited to $1,000, and will be only for the purpose of said study.

Signed The Town of Fromberg:

Jim Cameron 12-4-95

Jim Cameron, Mayor Date

Attest: Kim Nus

Position 5

USDA-FmHA
Form FmHA 1942-47
(Rev. 1-90)

FORM APPROVED
OMB NO. 0575-0015

LOAN RESOLUTION #327
(Public Bodies)

A RESOLUTION OF THE TOWN COUNCIL

OF THE TOWN OF FROMBERG

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

MUNICIPAL WATER SYSTEM

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the TOWN OF FROMBERG,
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

$ 73,100.00

pursuant to the provisions of State of Montana ; and

WHEREAS, the Association intends to obtain assistance from the Farmers Home Administration, United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE. in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form FmHA 400-4, "Assurance Agreement," and Form FmHA 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of $10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so. without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by FmHA. No free service or use of the facility will be permitted.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0015), Washington, D.C.20503.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
    (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
    (b) Repairing or replacing short-lived assets.
    (c) Making extensions or improvements to the facility.

    Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain FmHA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed $ $141,000.00$

    under the terms offered by the Government; that the Mayor

    and Town Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas 3 Nays 0 Absent 2 .

IN WITNESS WHEREOF, the Town Council of the TOWN OF FROMBERG has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this sixth day of November, 19 9C

X Town of Fromberg

(SEAL)

By MAYOR Myrtle Thompson

Attest: Helen Ness

Title Council President

Title TOWN CLERK

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the _____

hereby certify that the _____ of such Association is composed of

_____ members, of whom _____, constituting a quorum, were present at a meeting thereof duly called and

held on the _____ day of _____, 19___; and that the foregoing resolution was adopted at such meeting

by the vote shown above. I further certify that as of _____, the date of closing of the loan from the Farmers Home Administration, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____, 19___.

_____

Title _____

★U.S.GPO:1990-0-717-014/22842

Form FmHA 1942-31
(Rev. 12-89)

FORM APPROVED
OMB NO. 0575-007

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

ASSOCIATION WATER OR SEWER SYSTEM GRANT AGREEMENT

THIS AGREEMENT dated _____, 19 ___, between

Town of Fromberg

a public corporation organized and operating under the laws of the State of Montana

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Farmers Home Administration, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (sewer) system to serve the area under its jurisdiction at an estimated cost of $ 1,374,100.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than $ 1,233,100 00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of $ 1,374,100.00 has been comitted to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed $ 141,000.00 or 75 percent of said development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306 (a) of the Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 75 percent of the development costs, as defined by applicable Farmers Home Administration instructions.

GRANTEE AGREES THAT GRANTEE WILL:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Comply with any measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

D. Comply with all applicable state and federal laws and regulations and manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

E. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution date _____, 19 ___, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0074), Washington, D.C.20503.

F. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

G. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

H. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

I. To execute Forms FmHA 400-1, "Equal Opportunity Agreement," and FmHA 400-4, "Assurance Agreement," and any other agreements required by Grantor which Grantee is legally authorized to execute. If any such forms have been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this Grant, another form of the same type need not be executed in connection with this Grant.

J. Upon any default under its representations or agreements set forth in this instrument, or in the instruments incident to the awarding of the grant, Grantee, at the option and demand of Grantor, to the extent legally permissible, will repay to grantor forthwith the original amount of the grant received with the interest accruing thereon from the date of default at the market rate for water and waste disposal loan assistance in effect on the date hereof or at the time the default occurred, whichever is greater. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it of previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

K. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

L. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantor may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency and pay the Federal Government an amount computed by applying the Federal percentage of participation in the cost of the original project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sale proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

The Grant Agreement covers the following described real property (use continuation sheets as necessary).

N/A

M. Abide by the following conditions pertaining to nonexpendable personal property which is furnished by the Grantor or acquired wholly or in part with grant funds. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of $300 or more per unit. A Grantee may use its own definition of nonexpendable personal property provided such definition would at least include all tangible personal personal property as defined above.

1. Use of nonexpendable property.

(a) The Grantee shall use the property in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the property in connection with its other Federally sponsored activities, if any, in the following order of priority:

(1) Activities sponsored by FmHA.

(2) Activities sponsored by other Federal agencies.

(b) During the time that nonexpendable personal property is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to FmHA sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Dispositions of nonexpendable personal property. When the Grantee has no need for the property as provided in paragraph

2. Disposition of nonexpendable property. When the Grantee no longer needs the property as provided in paragraph (a) above, the property may be used for other activites in accordance with the following standards:

(a) Nonexpendable property with a unit acquisition cost of less than $1,000. The Grantee may use the property for other activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

(b) Nonexpendable personal property with a unit acquisiton cost of $1,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value of the property. If the Grantee has no need for the property and the property has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the property can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the property exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee request and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the property and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share $100 or ten percent of the proceeds, whichever is greater, for the Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the property elsewhere the Grantee shall be reimbursed by the benefitting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the property, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for nonexpendable personal property shall also include:

(a) Property records which accurately provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage (at the end of budget year) of Federal participation in the cost of the project for which the property was acquired; location, use and condition of the property and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the property in good condition.

(e) Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described nonexpendable property (use continuation sheets as necessary).

N/A

N. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.

2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

4. Accounting records supported by source documentation.

O. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm copies may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

P. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

Q. Provide an audit report prepared in sufficient detail to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

R. Agree to account for and to return to Grantor interest earned on grant funds pending this disbursement for program purposes when the Grantee is a unit of local government or a nonprofit organization. States and agencies or instrumentalities of states shall not be held accountable for interest earned on grant funds pending their disbursement.

S. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in items K and L above.

T. Include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

U. In construction contracts in excess of $2,000 and in other contracts in excess of $2,500 which involve the employment of mechanics or laborers, to include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

V. To include in all contracts in excess of $100,000 a provision that the contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. §1875C-9) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. Such regulations and guidelines can be found in 40 CFR 15.4 and 40 FR 17126 dated April 16, 1975. In so doing the Contractor further agrees:

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20 as of the date of contract award.

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

W. The following clause is applicable to nonprofit organizations:

As a condition of this Grant or Cooperative Agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated in this Agreement by reference, and such statutory provisions as are specifically set forth herein.

GRANTOR AGREES THAT IT:

A. Will make available to Grantee for the purpose of this Agreement not to exceed $ 141,000.00

which it will advance to Grantee to meet not to exceed 75 percent of the development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

TERMINATION OF THIS AGREEMENT

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in Paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF Grantee on the date first above written has caused these presence to be executed by its duly authorized Mayor or his authorized delegated representative

and attested and its corporated seal affixed by its duly authorized Town Clerk

ATTEST:

By Magrith L. Stevens

Council President
(Title)

By Ellen Hess

Town Clerk
(Title)

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By _____

KATHLEEN A. KAUFMAN
Community Development Manager

(Title)

*U.S. Government Printing Office: 1990-717-014/03831

Resolution 326

A resolution fixing the salaries of all employees of the Town of Fromberg, Montana and amending ordanace 316.

Be it ordained by The Town Council of THE TOWN OF FROMBERG.

Section 1. That ordanance 316 shall be, and hereby is amended such that the following named employees of the Town of Fromberg shall recieve monthly and/or hourly compensation according to the following schedule effective July 1, 1995 .

Town Marshall	9.00	1,560.00	/month
Town Forman	8.75	1,516.66	/ month
Town Clerk	7.10	738.40	/month
Grant Clerk	8.00		/hour
Part Time	7.10		/hour
Part Time other	6.25		/ hour

The fulltime employees shall be exempt from water, sewer and garbage payments also the parttime fulltime employees shall be exempt on an hourly prorated basis. Effective July 1,1995.

Duly passed and adopted by the Town Council of the Town of Fromberg this 11 day of Sept 1995.

James Camron, Mayor

ATTESTED
(seal)

Elroy Ness, Clerk

Resolution 325

Be it resolved; That a Town meeting of the Council of the Town of Fromberg, Montana held on the 7th day of August 1995, the tax levy for the Town of Fromberg for the fiscal year 1995- 1996 was made by resolution of the Town Council and approved by the mayor as follows;

General (all purpose)	95.5	Mills
Liability Insurance	2	Mills
Health Insurance	6	Mills

Making a total of 103.5 Mills.

Said Town of Fromberg has caused its Corporate name to be subscribed hereto and its Corporate seal affixed by its Mayor and Clerk this 11 day of September 1995.

Town of Fromberg

James Cameron

James Cameron, Mayor

ATTESTED;
(seal)

Elroy Ness

Elroy Ness, Clerk

RESOLUTION 324

A Resolution permitting the clerk to make the necessary budget transfers funds within the various budget accounts for the fiscal year ending June 30, 1995 to accounts that are short within the budget

Passed this 7th day of August, 1995.

Mayor _____

Town Clerk _____

LOAN RESOLUTION #323

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FROMBERG authorizing and providing for the incurrence of indebtedness for the purpose of paying expenses for the water system improvements project.

WHEREAS, it is necessary for the Town of Fromberg to take out an interim finance loan from the Bank of Bridger to pay expenses of the water system improvements project;

NOW THEREFORE, in consideration, the Town of Fromberg hereby resolves:

1. To have the loan set up as a multiple advance loan with a single paydown upon receipt of Rural Economic and Community Development Services (formerly Farmers Home Administration) loan funds for the water system improvements project;

2. To have the loan signed by the Mayor and the Town Clerk.

DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FROMBERG this 10 day of July, 1995.

Mayor, Town of Fromberg

ATTEST:

(seal)

Clerk, Town of Fromberg

RESOLUTION #322

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FROMBERG AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF ADDITIONAL INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF THE FROMBERG WATER SYSTEM IMPROVEMENTS PROJECT.

WHEREAS, the Town of Fromberg has been awarded loan/grant funds from the Rural Economic and Community Development Service to finance improvements to the municipal water system; and

WHEREAS, is is necessary for the Town of Fromberg to apply for additional Rural Economic and Community Development Service funds to provide sufficient funds for the proposed improvements to the municipal water system; and

THEREFORE, the Town of Fromberg hereby resolves to submit an application to the Rural Economic and Community Development Service for said additional funds; and

NOW, THEREFORE, James Cameron, Mayor, is hereby authorized to execute all necessary documents to submit the application.

DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FROMBERG this 10 day of July, 1995.

James Cameron
Mayor, Town of Fromberg

ATTEST:

(seal)

Clerk, Town of Fromberg

RESOLUTION NO. 321

A RESOLUTION SPECIFYING WATER RATE AND WATER REGULATION MODIFICATIONS TO BECOME EFFECTIVE UPON PUBLIC SERVICE COMMISSION APPROVAL AND DIRECTING APPLICATION TO THE PUBLIC SERVICE COMMISSION FOR APPROVAL THEREOF.

WHEREAS, engineering studies and accounting projections prepared for and accepted by the Town of Fromberg, Montana, projects a need for repair and improvement of facilities for the provision of water to inhabitants of the Town of Fromberg, Montana; and

WHEREAS, the rates and charges in effect at the present time are not adequate to provide revenues with which to accomplish the repair and improvement of said facilities, and defray increased costs of operation of said facilities; and

WHEREAS, certain water regulations presently in effect require modification consistent with operations of the Town of Fromberg, Montana, administration under the Mayor-Council form of government; and

WHEREAS, the provision of said repair and improvement of said facilities is essential to the immediate preservation of the public's health; and provision therefore cannot be undertaken until the Town has in effect rates, charges and regulations adequate to assure the funding thereof; that such rates, charges and regulations must, before taking effect, be approved by the Public Service Commission of the State of Montana under the provisions of Sections 69-3-301, 69-3-302, and 69-3-303, MCA as amended; that the time necessary to enable the Public Service Commission to comply with the law in respect of noticing rate and regulation modification applications for hearing, hearing the same and entering its findings thereon; that budgetary requirements respecting commencement of repair and improvement of said facilities contemplate such rates, charges and regulations becoming effective by August 1, 1995, to enable the Town to proceed as expeditiously as possible to accomplish the objectives hereinabove recited; and

WHEREAS, from time to time, the Town's responsibilities for water service to certain parcels of property outside the Town limits may be the subject of controversy, and to facilitate making decisions in such cases, the Town Division of Public Works has prepared a map reflecting a proposed perimeter of the Town's water service area.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FROMBERG, MONTANA:

1. That, subject to the provisions of paragraph 3 of this resolution, the schedule of rates, charges and regulations proposed in Exhibit A annexed hereto and by this reference incorporated herein, shall be applied and published as the rates, charges and regulations governing operations of the Town of Fromberg, Montana, Water Utility, effective forthwith.

2. The Mayor and Clerk of the Council are authorized and directed to apply to the Public Service Commission of the State of Montana for approval of the rates, charges and regulations set forth in Exhibit A of the resolution. The Mayor and all other officials, employees and representatives of the Town of Fromberg are authorized and directed to do all things necessary or convenient to accomplishing the objectives of this resolution and reasonable costs and expenses therefore shall be a proper expense of the Town.

3. That the rates, charges and regulations set forth in Exhibit A hereof shall not become effective in any event until the Public Service Commission of the State of Montana has finally approved the same pursuant to law and established an effective date therefore.

4. Said application to the Public Service Commission may also contain a request for a determination of the limits of the Town's water service area.

PASSED by affirmative vote of the entire Town Council of the Town of Fromberg, Montana, on this 6 day of Feb, 1995, as a resolution effective upon passage hereof.

James Conner
MAYOR

ATTEST:

Elroy Ness
CLERK

I, Elroy Ness, Town Clerk of the Town of Fromberg, Montana certify the foregoing to be a true copy of Resolution No. 321 passed by the Town Council of the Town of Fromberg, Montana the 6 day of Feb 1995.

Elroy Ness
Town Clerk

RESOLUTION # 320

RESOLUTION OF ANNEXATION

WHEREAS, the Fromberg Town Council has proposed to annex the following tract:

> That part of NE ¼ of Section 20, Township 5 South, Range 23 East, of the Principal Montana Meridian, Carbon County, Montana, described as Tract 1A of Amended Plat of Tract 1, of Certificate of Survey No. 288 on file in the office of the Clerk and Recorder of Carbon County, Montana, under document #190460.

WHEREAS, notice of such annexation has been published in a local newspaper, and a twenty day period of protest has been observed.

THEREFORE, the Town of Fromberg does hereby extend the boundaries of the town so as to embrace and include the ~~following~~ ABOVE tract of land:

Signed:

James Cameron, Mayor
Town of Fromberg

Date: January 9, 1995

Attest:

Elroy Ness, Town Clerk

RESOLUTION #319

RESOLUTION OF INTENT TO ANNEX

WHEREAS, in the judgement of the Town of Fromberg City Council, it will be to the best interest of the town and its inhabitants thereof and of the inhabitants of any contiguous tracts or parcels of land, that the boundaries of the Town of Fromberg land be extended so as to include the following within the corporate limits thereof:

> That part of NE 1/4 of Section 20, Township 5 South, Range 23 East, of the Principal Montana Meridian, Carbon County, Montana, described as Tract 1A of Amended Plat of Tract 1, of Certificate of Survey No. 288 on file in the office of the Clerk and Recorder of Carbon County, Montana, under document # 190460.

THEREFORE, the town intends to proceed with this annexation of the above tract of land into the corporate limits of the Town of Fromberg.

Signed:

James Cameron, Mayor
Town of Fromberg

Date: November 7, 1994

Attest:

Elroy Ness, Town Clerk

Resolution # 318

Table of contents of the Fromberg Municipal Codes. Title No. 11 table of fees. Adopted September 1975

Garbage charges; The charges for garbage are 7.25 for single person, 8.55 for two persons, 10.75 for three or more persons per month. Charges for business are 11.20 and 14.55 as determined by the Fromberg town council, effective September 1, 1994 an increase of 12% applied to garbage charges.

Duly passed and adopted by the Fromberg Council of the Town of Fromberg this 12 day of Sept 1994.

James Cameron
Mayor

ATTESTED
(Seal)

Clerk

Resolution 317

BE IT RESOLVED: THAT A TOWN MEETING OF THE COUNCIL OF THE TOWN OF FROMBERG, MONTANA HELD ON THE 8th DAY OF AUGUST 1994, the tax levy for the Town of Fromberg for the fiscal year 1994- 1995 was made by resolution of the Town Council and approved by the Mayor as follows;

General (all Purpose)	89 mills
Liability Insurance	9 mills
Health Insurance	2 mills

Making a total of 100 mills.

Said Town of Fromberg has caused its Corporate name to be subscribed hereto and its Corporate seal affixed by its Mayor and Clerk this 12 day of September 1994.

Town of Fromberg

James Cameron

James Cameron, Mayor

ATTESTED:
(seal)

Elroy Ness

Elroy Ness, Clerk

Resolution 316

A RESOLUTION FIXING THE SALARIES OF ALL EMPLOYEES OF THE TOWN OF FROMBERG AND AMENDING ORDINANCE 311

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FROMBERG.

Section 1. That ordinance 311 shall be, and hereby is amended such that the following named employees of the town of fromberg shall recieve monthly and /or hourly compensation according to the following schedule effective July 1, 1994.

Town Marshall	8.53	1,478.54 / Month
Town Forman	7.95	1,378.00 / Month
Town Clerk	6.69	637.78 / MOnth
Grant Clerk	7.53	/Hour
Part Time	6.69	/Hour
Part Time other	6.31	/Hour
Other part Time	5.90	/Hour

The fulltime employees shall be exempt from water, sewer and garbage payments also the parttime fulltime employees shall be exempt on an hourly prorated basis. Effective July 1,1994.

Duly passed and adopted by the Town Council of the Town of Fromberg this 12 day of Sept 1994.

James Conner
Mayor

ATTESTED
(seal)

Kathy Hass
Clerk

Resolution 315

A RESOLUTION PERMITTING THE CLERK TO MAKE THE NECESSARY BUDGET TRANSFERS FUNDS WITHIN THE VARIOUS BUDGET ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 1994 TO ACCOUNTS THAT ARE SHORT WITHIN THE BUDGET.

PASSED THIS 8th Day of August, 1994.

Mayor _____

Town Clerk _____

Resolution #314

A RESOLUTION CALLING FOR AN ELECTION ON THE QUESTION OF CONDUCTING A LOCAL GOVERNMENT REVIEW ESTABLISHING A STUDY COMMISSION

Councilman _____ introduced the following and moved for its adoption, Councilman _____ seconded the motion, and it was unanimously adopted:

WHEREAS, Section 7-3-173(2) MCA states: the governing body shall call for an election, to be held on the Primary Election date, on the question of conducting a local government review and establishing a Study Commission, in 1994, to implement the provisions of Article XI, Section 9(2), of the Montana Constitution as provided in Section 2, Chapter 70, Laws of 1977.

NOW, THEREFORE BE IT RESOLVED:

That the question of conducting a local government review and establishing a Study Commission, be placed on the June 7, 1994, Primary Election Ballot substantially following the ballot format outlined in 7-3-175 MCA:

FOR the review of the government of the city or town of Flom Bera and the establishment of a local government Study Commission consisting of 3 members to examine the government of the city or town of Flom Bera and submit recommendations thereon.

AGAINST the review of the government of the city or town of _____ and the establishment of a Study Commission.

PASSED and approved by the Mayor of Flom Bera on March 24, 1994.

MAYOR OF Flom Bera
Carbon County, Montana

Anna Cameron
MAYOR

ATTEST:

BY: Eileen Dunn
City or Town Clerk

USDA-FmHA
Form FmHA 1942-47
(Rev. 1-90)

FORM APPROVED
OMB NO. 0575-0015

LOAN RESOLUTION
(Public Bodies)

309 313

A RESOLUTION OF THE TOWN COUNCIL

OF THE TOWN OF FROMBERG

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

MUNICIPAL WATER SYSTEM

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the TOWN OF FROMBERG
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

$734,100

pursuant to the provisions of _____ ; and

WHEREAS, the Association intends to obtain assistance from the Farmers Home Administration, United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE. in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form FmHA 400-4, "Assurance Agreement," and Form FmHA 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of $10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Governnment at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so. without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by FmHA. No free service or use of the facility will be permitted.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0015), Washington, D.C.20503.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
    (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
    (b) Repairing or replacing short-lived assets.
    (c) Making extensions or improvements to the facility.

    Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain FmHA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed $ N/A

    under the terms offered by the Government; that the _____

    and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas _____ Nays _____ Absent _____ .

IN WITNESS WHEREOF, the TOWN COUNCIL of the TOWN OF FROMBERG has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this _____ day of _____ , 19 ___.

(SEAL)

By _____

Title MAYOR

Attest:

_____

Title TOWN CLERK

BUDGETARY AUTHORITY RESOLUTION
RESOLUTION # 308 312

WHEREAS, on January 14, 1994, the Town of Fromberg received Montana Community Development Block Grant funds in the amount of $400,000, for which no provision was made in fiscal 1993 Town budget; and

WHEREAS, towns may appropriate federal or state money received during the fiscal year by formal resolution,

NOW THEREFORE, BE IT RESOLVED that the Town Council hereby appropriates the sum of $400,000 and directs the Town Clerk to allocate said amount to the following programs and objects:

EXPENDITURE CODE	ADMINISTRATIVE COSTS	ACTIVITY COSTS
Activity		
Wages 5210-430511 100	1,000	
Supplies 5210-430511 200	200	
postage-telephones 5210-430511 300	1,400	
5210-430511 340	50	
consulting 5210-430511 352	30,000	
Legal 5210-430511 350	300	
Audit 5210-430511 351	500	
MTA 5210-430511 353	300	
Travel 5210-430511 370	250	
Engineering 5210 430591 355		70,810
Non Engineer 5210 430591 356		9,441
Construction 5210-430 591 950		285,749 ~~285,749~~
TOTALS	**34,000**	**366,000**

BE IT FURTHER RESOLVED that the above appropriation shall become effective on February 7, 1994.

TOWN OF FROMBERG, MONTANA

By: James Cameron
James Cameron, Mayor

Attest: Elroy Ness
Elroy Ness, Clerk

Resolution 311

A RESOLUTION FIXING THE SALARIES OF ALL EMPLOYEES OF THE TOWN OF FROMBERG AND AMENDING ORDINANCE 300

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FROMBERG.

Section 1. That ordinance 300 shall be, and herby is amended such that the following named employees of the town of Fromberg shall recieve monthly and/or hourly compensation according to the follwing schedule effective Oct. 1,1993;

Town Marshall	1393.20 / Month
Town Foreman	1300.00 / Month
Town Clerk	601.55 / Month
Parttime Cop	7.27 / hour
Parttime other	6.31 / hour
Other parttime	5.90 / hour

DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FROMBERG THIS 13 day of OCT, 1993.

Mayor

ATTESTED:
(seal)

Clerk

EXHIBIT 5-A
BUDGETARY AUTHORITY RESOLUTION
RESOLUTION NO. 310

WHEREAS, on May 3, 1993, the Town of Fromberg received Montana HOME Grant funds in the amount of $ 165,000, for which no provision was made in the Fiscal Year 1993 Town budget; and

WHEREAS, towns may appropriate federal or state money received during the fiscal year by formal resolution.

NOW, THEREFORE, BE IT RESOLVED that the Town Council hereby appropriates the sum of $ 165,000 and directs the Town Clerk to allocate said amount to the following program activities:

EXPENDITURE CODE	ADMINISTRATION COSTS	ACTIVITY COSTS
470 210 110 Personnel	$ 400 Personnel	
200 Supplies	$ 250 Supplies	
320 Printing	500 Printing	
350 Consulting	12,150 Consulting	
350 legal	500 legal	
350 Audit	1,000 Audit	
370 travel	200 travel	
		$ 150,000 Rehab
470 240 361 rehabilitation		
TOTALS:	**$ 15,000**	**$ 150,000**

BE IT FURTHER RESOLVED that the above appropriation shall become effective on August – 18, 1993.

TOWN OF FROMBERG, MONTANA

James Cameron

James Cameron, Mayor

ATTEST:

Elroy Ness

Elroy Ness, Clerk

RESOLUTION # 309

Whereas, the Town of Fromberg has been awarded a HOME Investment Partnership Program grant for a housing rehabilitation project to renovate substandard housing;

That the Town of Fromberg agrees to adopt the project Policies and Procedures Manual and to conform to the terms and conditions stated therein, and

That the Citizens Advisory Committee has been appointed to carry out the policies and procedures stated in the Manual.

Signed: James Cameron

Name: James Cameron

Title: Mayor

Date: August 18, 1993

Attest: Peggy Dew

TOWN OF FROMBERG

"Heart of the Clarks Fork Valley"

RESOLUTION # 308

FROMBERG, MONTANA

WHEREAS, the Town of Fromberg is applying to the Montana Department of Commerce for a Community Development Block Grant for a Public Facilities Project to make necessary improvements to the Town's water system; and

Whereas, the Town of Fromberg has a balance of program income from the FY91 Gateway Software Corporation CDBG Economic Development Project; and

Therefore, the Town of Fromberg hereby commits $25,850 of the CDBG Program Income to this CDBG Public Facilities Project, $5,850 of which has been expended on preliminary engineering studies, the remaining $20,000 to be used for necessary project activities.

Signed: James Cameron

Name: James Cameron

Title: Mayor

Date: 8-18-93

Attest: Alice Hess

TOWN OF FROMBERG

"Heart of the Clarks Fork Valley"

RESOLUTION # 307

Fromberg, Montana

WHEREAS, the Town of Fromberg is applying to the Montana Department of Commerce for a Community Development Block Grant to assist the Town of Fromberg in providing improvements to the Fromberg municipal water system;

That the Town of Fromberg agrees to conform with the regulations, statutes, terms and conditions described in the CDBG Certifications for Application, and

That James Cameron, Mayor, is authorized to submit this application to the Montana Department of Commerce, on behalf of the Town of Fromberg, to act on behalf of the Town of Fromberg and to provide such additional information as may be required.

Signed James Cameron

Name James Cameron

Title Mayor

Date 8-18-93

Attest Gidion Hess

Town of Fromberg

Resolution 303

A RESOLUTION OF INTENT TO ANNEX THE PROPERTY BELONGING TO FRANK BUECHLER

WHEREAS, The Town of Fromberg desires to include within it boundaries that parcel of land presently owned by Frank Buechler and described as follows:

An irregular tract of land lying in and being a part of the Southeast Quarter of Section Seventeen, Township Five South of Range Twenty Three East, M.P.M., Carbon County, Montana, more fully described as follows: Beginning at a point 828 feet west and 1110 feet North of the Southeast corner of said Section 17, which point is on the west line of the County Road and 300 feet due North of the North line of North Street in the Dudley First Addition to the Town of Fromberg, said point being the Northeast corner of the herein described tract (and also said point being the Southeast corner of a tract of land known as Canning Factory Lot), thence due west 209 feet; thence due South 35.6 feet; thence due east to County Road; thence North 19 degrees 48 minutes west to point of beginning and contaning about sixteen hundredths acres,

ALSO

An irregular tract of land situated in the said Section, Township and Range above stated, described as follows: Beginning at a point on the north line of North Street of the Dudley First Addition to the Town of Fromberg, as on record in the office of the Clerk and Recorder of Carbon County, Montana, 160 feet east of the intersection of said north line of North Street and east line of Harley Avenue, said point being the southwest corner of the herein described tract; thence north parallel to Harley Avenue 264.4 feet, thence east parallel to North Street 238.2 feet to an intersection with the west line of Billings Avenue; thence about south 19 degrees 48 minutes west following west line of Avenue toa n intersection with the said north line of North Street; thence West 143 feet to a point of beginning, containing 1.16 acres.

NOW THEREFORE it is,

RESOLVED, that the intent to annex the property belonging to Frank Buechler was approved by the Town Council with all members in favor.

Duly passed and adopted by the Town Council of the Town of Fromberg, Montana on the 1st of February, 1993.

James Cameron
Mayor

ATTEST:

Julie Jones
Town Clerk

Resolution 303

NOTICE OF ANNEXATION

Notice is hereby given that the Town Council of the Town of Fromberg, Montana, on February 1, 1993, duly and regularly passed a resolution that the following described lands be annexed within the corporate limits of said town:

An irregular tract of land lying in and being a part of the Southeast Quarter of Section Seventeen, Township Five South of Range Twenty-Three East, M.P.M., Carbon County, Montana, more fully described as follows: Beginning at a point 828 feet west and 1110 feet North of the Southeast corner of said Section 17, which point is on the west line of the county Road and 300 feet due North of the North line of North Street in the Dudley First Addition to the Town of Fromberg, said point being the Northeast corner of the herein described tract (and also said point being the Southeast corner of a tract of land known as Canning Factory Lot), thence due west 209 feet; thence due South 35.6 feet; thence due east to County Road; thence North 19 degrees 48 minutes west to point of beginning and containing about sixteen-hundreths acres,

ALSO

An irregular tract of land situated in the said Section, Township and Range above stated, described as follows: Beginning at a point on the north line of North Street of the Dudley First Addition to the Town of Fromberg, as on record in the office of the Clerk and Recorder of Carbon County, Montana, 160 feet east of the intersection of said north line of North Street and east line of Harley Avenue, said point being the southwest corner of the herein described tract; thence north parallel to Harley Avenue 264.4 feet, thence east parallel to North Street 238.2 feet to an intersection with the west line of Billings Avenue; thence about south 19 degrees 48 minutes west following west line of Avenue to an intersection with the said north line of North Street; thence West 143 feet to a point of beginning, containing 1.16 acres.

Notice is further given that for a period of 20 days after the first publication of this notice, the Town Clerk of said town will receive expressions in writing of approval or disapproval of the proposed extensions of the boundaries of such town from freeholders of the territory proposed to be embraced therein.

Dated this _____ day of _____, 1993.

Julie Jones
Town Clerk

Member Vernon Adkins moved the adoption of the following resolution.

RESOLUTION NO. 302

A RESOLUTION RELATING TO PARTICIPATION IN POOLED SELF-INSURANCE PROGRAM; APPROVING AND AUTHORIZING THE MONTANA MUNICIPAL INSURANCE AUTHORITY TO ISSUE BONDS ON BEHALF OF THE MUNICIPALITY, TO REFUND THE OUTSTANDING LIABILITY INSURANCE BONDS ISSUED BY THE AUTHORITY ON BEHALF OF THE MUNICIPALITY, APPROVING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING THERETO AND AUTHORIZING THE ISSUANCE AND COMMITTING TO EXECUTE AND DELIVER TO THE MONTANA MUNICIPALITY INSURANCE AUTHORITY A GENERAL OBLIGATION NOTE EVIDENCING THE MUNICIPALITY'S PROPORTIONATE SHARE OF PRINCIPAL OF AND INTEREST ON THE REFUNDING BONDS AND THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS.

BE IT RESOLVED by the governing body (the Governing Body) of Fromberg (the Municipality) as follows:

Section 1. Recitals.

1.01. The Montana Municipal Insurance Authority (the Authority) was created as a joint exercise of powers entity pursuant to the Interlocal Agreement creating the Montana Municipal Insurance Authority (the Interlocal Agreement) and Title 7, Chapter 11, Part 1, M.C.A. (the Interlocal Cooperation Act) and as authorized under the provisions of Section 2-9-211 and 2-9-212, M.C.A. for the purpose of providing insurance and reinsurance programs to Montana municipalities and jointly issuing obligations to fund self-insurance funds.

1.02. Pursuant to that authority, the Authority established its Liability Insurance Program (Program) and made it available to all Montana municipalities executing the Interlocal Agreement and the Liability Insurance Coverage Program Agreement (the Insurance Agreement), The Authority issued and sold its Liability Insurance Coverage Program Bonds, Series 1986 (the Outstanding Bonds) in the aggregate principal amount of $6,265,000, of which $5,455,000 in principal amount are now outstanding on behalf of the municipalities (the Participating Members) adopting a Resolution authorizing the Authority to do so, and executing and delivering to the Authority a general obligation note (the Outstanding Note) in a principal amount equal to their proportionate share of the principal of and interest on the Bonds (the Debt Service Premium) as defined in the Indenture of Trust dated

as of August 15, 1986 between the Authority and First Trust Company of Montana, National Association, as trustee and successor to First Trust Company of Montana (the Indenture). Under the terms of the Outstanding Notes and the Agreement, each Participating Member is obligated to pay its Debt Service Premium in order to participate in the Program. In addition to the Debt Service Premium, each Participating Member is obligated to pay Risk Premium, Supplemental Debt Service Premium and any Risk Premium Adjustments or Deferred Risk Premium Adjustments.

1.03. The Outstanding Bonds bear interest at a net effective interest rate of (7.172%). The Board of Directors of the Authority (the Board) has determined that it may be advantageous to the Program and the Participating Members, now or in the future, to advance refund or refund the Series 1986 Bonds and thereby achieve a reduction in annual debt service on the Outstanding Bonds.

1.04. In order for the Board to refund the Series 1986 Bonds it must have authorization from the Participating Members to issue on behalf of the Participating Members bonds (the Refunding Bonds) to refund the Outstanding Bonds, and the Authority has requested that the Municipality adopt a resolution granting such authorization.

Section 2. Authorization.

2.01. The Governing Body hereby authorizes the Authority to issue Refunding Bonds on its behalf as provided herein, and declares its intention to issue a Refunding Note that shall be a general obligation of the Municipality and shall represent its proportionate share of the Refunding Bonds, as determined under the Indenture and to execute and deliver the Refunding Note and such other documents to the Authority as may be required to effectuate the issuance of the Refunding Bonds; provided that the interest rates to be borne by the Refunding Bonds will result in present value savings to the Authority of not less than one and one half percent (1 1/2 %) of the principal amount of the Outstanding Bonds, using the interest rate on the Refunding Bonds as a discount factor over the term of the Refunding Bonds, which savings shall be net of the costs of issuing the Refunding Bond.

2.02. The Authority is hereby authorized to rely on this Resolution and the Municipality hereby authorizes the Authority to proceed with the issuance of the Refunding Bonds on behalf of the Municipality in an amount sufficient, among other things, to defease the Outstanding Bonds and pay all costs associated with the issuance of the Refunding Bonds and defeasance of the Outstanding Bonds.

2.03. The Governing Body hereby preliminarily authorizes the issuance of its Refunding Note in a principal amount not to exceed 120% of the

principal of the Outstanding Notes, in substantially the form of the Note previously issued to refund the Outstanding Notes. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Refunding Notes to the Authority within 15 days of the date of the receipt of written notice from the Authority to do so; provided that: 1) the interest rates savings described in Section 2.01 can be achieved; 2) the principal amount of the Refunding Note does not exceed 3% of the taxable value of the Municipality, as of the date of the last completed assessment for state and local taxes; and 3) the Board has determined that the issuance of the Refunding Bonds is in the best interest of the Program and the Participating Member and the Refunding Bonds will be issued in the principal amount necessary, but not greater than the principal amount necessary, to provide funds, with other available funds in the Debt Service Fund to the Authority allocable to the Outstanding Bonds, to establish the escrow account to defease the Outstanding Bonds, and to pay the costs of issuance of the Refunding Bonds and the costs of refunding the Outstanding Bonds. The term of the Refunding Note shall not exceed the term on the Outstanding Note.

Section 3. Effective Date. This resolution shall become effective immediately upon passage.

Passed and approved this 2nd day of November, 1992.

WITNESS my hand officially as such recording officer and the seal of the Town of Frombeg this 2nd day of November, 1992.

(SEAL)

Julie Jones
Clerk

James Connell
Mayor

Member Jean Carlson seconded the motion and the following voted in favor thereof: Jack Wipplinger, Myrtle Skorupa, and Vernon Adkins.

and the following voted against the same: -0-

Absent: -0-

CERTIFICATE OF MINUTES RELATING TO
RESOLUTION NO. 302

Issuer: City of (Town of) Fromberg

Governing Body: _____

Kind, date, time and place of meeting: a Regular meeting, held November 2, at 7:30 o'clock p.m., in the Town Hall, Fromberg, Montana.

Members Present:

Members Absent:

Documents attached:

Minutes of said meeting (pages): _____ through _____. including

RESOLUTION NO. 302

A RESOLUTION RELATING TO PARTICIPATION IN POOLED SELF-INSURANCE PROGRAM; APPROVING AND AUTHORIZING THE MONTANA MUNICIPAL INSURANCE AUTHORITY TO ISSUE BONDS ON BEHALF OF THE MUNICIPALITY, TO REFUND THE OUTSTANDING LIABILITY INSURANCE BONDS ISSUED BY THE AUTHORITY ON BEHALF OF THE MUNICIPALITY, APPROVING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING THERETO AND AUTHORIZING THE ISSUANCE AND COMMITTING TO EXECUTE AND DELIVER TO THE MONTANA MUNICIPALITY INSURANCE AUTHORITY A GENERAL OBLIGATION NOTE EVIDENCING THE MUNICIPALITY'S PROPORTIONATE SHARE OF PRINCIPAL OF AND INTEREST ON THE REFUNDING BONDS AND THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS.

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the corporation in my legal custody, from which they been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body of the political subdivision, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at the meeting, insofar

as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice given as required by law.

WITNESS my hand officially as such recording officer this 2nd day of November, 1992.

Julie Jones

Clerk

TOWN OF FROMBERG

RESOLUTION #301

STANDARD OF CONDUCT

WHEREAS, the Town of Fromberg has been awarded a FmHA Housing Preservation Grant for housing revitalization;

That the Town of Fromberg agrees that if an employee, officer, or agent of the Town, or such person's immediate family members conduct business with the Town, the Town of Fromberg will not:

a) Participate in the selection, award, or administration of a contract to such persons for which federal funds are used;

b) Knowingly permit the award or administration of the contract to be delivered to such persons or other immediate family members or any entity (i.e. partnerships, corporation, etc.) in which such persons or their immediate family members have an ownership interest; or

c) Permit such person to solicit or accept gratuities, favors or anything of monetary value from landlords or developers of rental or ownership housing projects or any other person receiving HPG assistance.

Signed: James Cameron

Name: James Cameron

Title: Mayor, Town of Fromberg

Date: 8-14-92

Attest: Julie Jones

RESOLUTION 300

A RESOLUTION FIXING THE SALARIES OF ALL EMPLOYEES OF THE TOWN OF FROMBERG AND AMENDING ORDINANCE 232.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FROMBERG.

Section 1. That Ordinance 232 shall be, and hereby is amended such that the following named employees of the Town of Fromberg shall receive monthly and/or hourly compensation according to the following schedule effective August 1, 1992:

Town Marshall	1394.20/month
Town Foreman	1213.00/month
Town Clerk	738.30/month
Parttime cop	7.27/hour
Parttime others	6.31/hour

DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FROMBERG this 14th day of Sept., 1992.

James Comeau
Mayor

ATTEST:
(seal)

Julie Jones
Town Clerk

Resolution 299

BE IT RESOLVED: that a town meeting of the Town Council of the Town of Fromberg, Montana held on the 3rd day of August 1992, the tax levy for the Town of Fromberg for the fiscal year 1992-1993 was made by resolution of the Town Council and approved by the Town Mayor as follows:

General (all purpose)	94 mills
Liability Insurance	4 mills
Health Insurance	4 mills

Making a total of 102 mills

SAID TOWN OF FROMBERG HAS CAUSED ITS CORPORATE NAME TO BE SUBSCRIBED HERETO AND ITS CORPORATE SEAL AFFIXED BY ITS MAYOR AND CLERK THIS THIRD DAY OF AUGUST, 1992.

Town of Fromberg

James Cameron (Mayor)

ATTEST:
(Seal)

Julie Jones (Town Clerk)

Loan Resolution 298

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FROMBERG authorizing and providing for the incurrence of indebtedness not to exceed $100,000 for the purpose of paying the contractors for the housing project upon finishing each project.

WHEREAS, it is necessary for the Town of Fromberg to take out an interim finance loan from the Bank of Bridger to pay the contractors for the housing project upon finishing each project.

NOW THEREFORE, in consideration, the Town of Fromberg hereby resolves:

1. to have the loan set up to where the principle would be paid upon receiving funds from the State for the housing project;

2. to have the loan signed by the Mayor (Jim Cameron) and the Clerk (Julie Jones);

3. to pay the interest on the loan quarterly.

DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FROMBERG this 13 day of July, 1992.

Jim Cameron
Mayor

ATTEST:

(seal)

Julie Jones
Town Clerk

BUDGETARY AUTHORITY RESOLUTION

RESOLUTION 297

Whereas, on June 1, 1992 the Town of Fromberg voted to buy one police car from City Motor Company for $13048.00.

Whereas, the Town will receive a loan from the Bank of Bridger for such expense.

Whereas, the Town may appropriate extra for expenses from extra revenue for the fiscal year 1991-1992 of the General Account for such purchase stated above.

NOW THEREFORE, BE IT RESOLVED THAT THE Town Council hereby appropriates the sum of $13048 for the following expense.

Expenditure	Expenditure Code	Cost
equipment	100420100220	13048.00

Be it further resolved that the above appropriations shall be effective June 1, 1992.

The Town of Fromberg

Mayor

Town Clerk

Loan Resolution 296

A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF FROMBERG authorizing and providing for the incurrence of indebtness for the purpose of purchasing a patrol car.

WHEREAS, it is necessary for the Town of Fromberg to take out a loan from the Bank of Bridger for $13,048.00 to purchase a patrol car.

NOW THEREFORE, in consideration the Town of Fromberg hereby resolves:

1. to have the loan set up for five years on monthly payments.
2. to have the loan signed by the Mayor (Jim Cameron) and the Clerk (Julie Jones).
3. to use the purchased patrol car as collateral against the loan

DULY passed and adopted by the Town Council of the Town of Fromberg on the 2 day of June, 1992.

Jim Cameron
Mayor

ATTEST:
(seal)

Julie Jones
Town Clerk

Budgetary Authority Resolution

RESOLUTION 295

WHEREAS, on February 3, 1992 the Town of Fromberg voted to raise the water rates by eighty five percent.

WHEREAS, the town may appropriate extra for expenses from extra revenue received during the fiscal year by formal resolution.

NOW THEREFORE, BE IT RESOLVED that the Town Council hereby appropriates the sum of $16,300 for the following expenses.

Expenditure	Expenditure Code	Costs
Salaries	430810110	7740.00
Supplies	430810200	450.00
Misc.	430810390	210.00
Garbage Refuse Collection Supplies	430830200	1500.00
Garbage Refuse Collection Repair & Main	430830360	1000.00
Garbage Refuse Collection Misc.	430830390	1800.00
Garbage Truck Payment	52100	2400.00
Capital Outlay	102240	1200.00
Total		16300.00

Be it further resoloved that the above appropriations shall be effective March 2, 1992.

The Town of Fromberg

James Cameron, Mayor

Julie Jones, Town Clerk