

AGENDA

The City of Hardin
406 N. Cheyenne Avenue
Hardin, MT 59034

June 4, 2019

MEETING CALLED TO ORDER AT 6:30 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor: _____

Alderspersons: Karen Molina _____

Harry Kautzman _____

Clayton Greer _____

Jeremy Krebs _____

Tony Maxwell _____

Riley Ramsey _____

CONSENT AGENDA:

Council Meeting 05/21/19

Claims

PUBLIC COMMENT:

- Shawn Real Bird – Reconnect fee and PayGov

MAYOR:

- Men's Health Month Proclamation

COMMITTEE REPORTS:

- **Personnel Committee/City Policy:** Mayor
- **Sewer & Water:** Maxwell
- **Law Enforcement:** Ramsey
- **Streets & Alleys:** Kautzman
- **Parks & Playgrounds:** Krebs
- **Finance/Landfill:** Greer
- **Resolution and Ordinances:** Molina

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

- Local Government Services / Financial Workshops
- City County Planning Board (CCPB) Minutes
- CCPB – Public Hearing June 10, 2019

UNFINISHED BUSINESS:

- CDBG – Reimburse Big Horn Hospital \$400,000 upon receipt from CDBG
- WWTP Project - City contribution
- Auditor Contract

NEW BUSINESS:

- AFLAC/FLEX – Dee Dee Cummings
- Water truck
- Auditor – Findings/disclaimer
- Reappoint Judge Seykora – 4 year term 6/30/2023
- Concrete – Heritage Acres Nursing Home/City \$9,456
- Parks equipment - \$16,328.28
- Elections

STAFF REPORTS

- **Public Works:**
- **Finance:**
- **Legal:**
- **Economic Development:**

RESOLUTIONS & ORDINANCES:

Resolution NO. 2190 – Acknowledging the Hatch Act and Appointing an Information Officer
Resolution NO. 2191 – Designating an Environmental Certifying Official for the CDBG Program
Ordinance NO. 2019–03 – Sump Pump - Second Reading

ANNOUNCEMENTS:

The last day to file for Alderman is June 17, 2019.

Public Hearing for Budget Amendments is scheduled for June 18, 2019 at 6:15 p.m.

Meeting adjourned at _____ P.M.

*Additions to the Agenda can be voted on by Council to add to the Agenda for the next Council meeting.
Agenda items will need to be submitted by Thursday noon before a Tuesday Council meeting.*

**THE COMMON COUNCIL
CITY of HARDIN, MONTANA**

COUNCIL MEETING: The Regular Council Meeting for May 21, 2019 was called to order at 6:30 p.m. with Mayor Joe Purcell presiding by reciting the Pledge of Allegiance.

The following Aldermen were present: Harry Kautzman, Clayton Greer, Tony Maxwell, Karen Molina, Riley Ramsey, and Jeremy Krebs.

Also present: Finance Officer/City Clerk Michelle Dyckman, Public Works Director Rock Massine, Deputy City Clerk Angela Zimmer, City Attorney Jordan Knudsen and several members of the public.

MINUTES OF THE PREVIOUS MEETINGS & CLAIMS: Kautzman made the motion to approve the Council minutes as written for May 7, 2019 and Special Council minutes of May 15, 2019. Motion seconded by Krebs. On a voice vote the motion was unanimously approved.

Greer made a motion to approve the claims:

	CLAIM No.	Monthly Total
April, 2019	24483 - 24491	\$ 21,954.71
May, 2019	24492 - 24504	\$ 330,331.37
Transfer funds	24495, 24496	\$ (300,000.00)
Claims Total (Expenditures)		\$ 52,286.08
April, 2019 Payroll		\$ 122,073.58
Transfer funds	24495, 24496	\$ 300,000.00
TOTAL Submitted		\$ 474,359.66

Kautzman seconded. On a voice vote the motion was unanimously approved.

PUBLIC COMMENT:

Rodney Molina asked what was decided to be done about the business at the corner of 3rd Street and Cheyenne Avenue. He asked if they had a business license to sell furniture, dishwashers, dryers etc. He added it looks like a second hand store.

MAYOR:

Mayor Purcell reported the City is continuing negotiations with the Union and the “Get Trashed with the Mayor” event was held on May 17th. Mayor Purcell reported code enforcement has issued 85 parking tickets, 15 animal tickets, community decay letters, and building permits. There was a Law enforcement meeting with Big Horn County on May 16th, the Detention Center is expected to open around June 1st, and the weather has delayed progress with the server farm.

COMMITTEE REPORTS:

Personnel Policy/City Policy:

Mayor Purcell reported the Legal Assistant position will be re-advertised, the City Court position has been filled, and there is an open position for a Seasonal Employee.

Mayor Purcell reported there was a change in the Chain of Command. Joe Connelly, Code Enforcement, Building Inspector, and Animal Control will be under the supervision of the Mayor.

Sewer & Water:

Maxwell reported the standby water pumps are in place on 6th Street.

Law Enforcement:

Streets & Alleys:

Parks & Playgrounds:

Krebs reported the park restrooms are open and estimates for new playground equipment will be presented at the next meeting.

Finance/Landfill:

Resolution & Ordinances:

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

UNFINISHED BUSINESS:

Kautzman motioned to approve the Weed Mowing contract with Pine Ridge Roofing, LLC. Krebs seconded. On a voice vote the motion was unanimously approved.

NEW BUSINESS:

Mayor Purcell reported interviews were held with WIPFLi LLP and Tripp and Associates for auditor services. Dyckman confirmed with WIPFLi LLP that TRA was included in the amount of the bid. Mayor Purcell reviewed the bids. Greer motioned to accept the bid of WIPFLi LLP. Ramsey seconded. On a voice vote the motion was unanimously approved.

Mayor Purcell reported Conrad Yerger requested street closures of North Crow Avenue from 3rd Street to Railway Street on June 22nd from 9:00 a.m. to 11:00 a.m. for registration and line up for the parade during Little Big Horn Days. He also requested the intersections of 3rd and 4th Street to be closed for the Car Show June 22nd from 12:00 p.m. to 4:00 p.m. Krebs motioned to approve the requests. Kautzman seconded. On a voice vote the motion was unanimously approved.

Landa Uffelman, local business owner, requested use of the Plaza, portable restrooms, and street closure of the 200 Block for a 4th of July Celebration on July 4th from 8:00 a.m. to 6 p.m. She also requested the use of a banner cable, located near the stop light on Center, to advertise the event. She would also like approval to have alcohol at the event. She was advised to submit a Special Events Beer and Wine Permit application. Greer motioned to approve the requests excluding the request for alcohol. Maxwell seconded. On a voice vote the motion was unanimously approved.

Dr. David Mark, CEO of Bighorn Valley Health Center, reported they are building a new facility on Center Avenue. The City-County Planning board has recommended a variance request to reduce the amount of parking spaces for the facility from 43 to 35. Greer asked how many people would be at the facility at any time. Mark noted about thirty to thirty-five maximum. He added additional diagonal parking would be available on proposed 12th Street. Massine questioned the approval to have diagonal parking on 12th Street. Greer motioned to approve the recommendation. Ramsey seconded. Council expressed they would like to see the layout before approving the recommendation. Mark provided the information for Dyckman to print for Council. Ramsey rescinded his motion. The discussion was tabled.

Mayor Purcell reported Kenny Kepp and Jeff McDowell submitted letters of interest for the Impact Fee Advisory Committee. Molina motioned to appoint Kenny Kepp to the committee for a two year term. Krebs seconded. On a voice vote the motion was unanimously approved.

Massine requested approval for \$18,000 to repair the case loader at the landfill. Maxwell motioned to approve the request. Kautzman seconded. On a voice vote the motion was unanimously approved.

STAFF REPORTS:

Public Works:

Massine reported the standby pump is in place if needed.

Finance:

Dyckman reviewed Budget Amendments and reported a Public Hearing for Budget Amendments will be held on June 18th.

Chuck Strum, Interstate Engineering, joined the meeting and provided the Phase I and Phase 2 Site Layouts for the facility. Strum noted there is not a proposal for diagonal parking on 12th Street. 12th Street will be constructed to City standards and can be dedicated as a City street. Strum reviewed the parking plans. Dyckman passed out printed maps of the proposal. Kautzman expressed concerns of how much parking would be available and how the parking lot would be accessed. Krebs asked Knudsen about the street being on private property. Knudsen noted a condition can be added to dedicate the street or keep it as private property with a right of way. Greer motioned to approve the recommended variance request. On a voice vote the motion was approved (4/2). Kautzman and Molina dissent.

Legal:

Economic Development:

RESOLUTIONS & ORDINANCES:

Resolution NO. 2187: Authorizing Final Execution of A USDA Rural Development Grant for a Firetruck. Kautzman motioned to approve the resolution. Greer seconded. On a voice vote the motion was unanimously approved.

Resolution NO. 2188: Establishing Wage for A Certain Non-Union City Employee for Fiscal Year 2018/2019 and Fiscal Year 2019/2020. Maxwell motioned to approve the resolution. Krebs seconded. On a voice vote the motion was unanimously approved.

Resolution NO. 2189: Amending City's Policy On Authorizing Expenditures by the City. Molina motioned to approve the resolution. Greer seconded. On a voice vote the motion was unanimously approved.

Ordinance NO. 2019-03: Sump Pump. Ramsey motioned to approve the first reading of the ordinance. Maxwell seconded. On a voice vote the motion was unanimously approved.

Ordinance NO. 2019-04: Use of City Dump Truck. Krebs motioned to approve the second reading of the ordinance. Greer seconded. On a voice vote the motion was unanimously approved.

ANNOUNCEMENTS:

Mayor Purcell announced employee anniversaries for Jeremy Beckman, 24 years; and Sherry Kirschenmann, 1 year; the last day for file for Alderman is June 17th; and a Public Hearing for Budget Amendments is scheduled for June 18, 2019 at 6:15 p.m.

Greer motioned to adjourn the meeting. Kautzman seconded. The motion was unanimously approved. The meeting adjourned at 7:47 p.m.

Joe Purcell, Mayor

ATTEST:

Michelle Dyckman, Finance Officer/City Clerk

City of Hardin

Submitted for Approval

June 4, 2019

	CLAIM No.		Monthly Total
May, 2019	24505 - 24545 24569, 24570, 24576	\$	66,903.50
June, 2019	24546 - 24568 24571 - 24575	\$	393,743.25
TOTAL Submitted		\$	460,646.75

Claims or Expenditures over \$5,000

per Resolution #2064

Vendor	Check #	Purpose	Amount
STAHLY ENGINEERING & ASSOCIATES INC	34086	I & I study, rental, etc.	5,624.79
KOIS BROTHERS EQUIPMENT CO.	34074	garbage cans, supplies	5,654.13
JORDAN W KNUDSEN	34069	legal services	7,000.00
US BANK - SPA LOCKBOX	34047	Sewer bond payment	9,761.25
JUSTICE SYSTEMS INC	34071	Full Case software	10,884.25
US BANK - SPA LOCKBOX	34048	Sewer bond payment	20,895.00
US BANK - SPA LOCKBOX	34049	Landfill bond payment	47,467.50
US BANK - SPA LOCKBOX	34046	Sewer bond payment	67,412.50
BIG HORN COUNTY	34050	Law Enforcement Agreement	245,000.00
EXEMPT from Resolution 2064:			
MATOVICH OIL CO.	34077	fuel	5,960.44

Checks Report

Vendor	Claim #	Check	Amount
ED SLAMPITT SR	CL 24527	34063	9.70
LUMBERZACS INC	CL 24516	34075	9.90
JUAN E SALAZAR	CL 24529	34070	10.93
WEGNER WATER SERVICES INC	CL 24507	34022	30.00
inCONTACT INC	CL 24541	34067	35.53
BIG SKY FIRE EQUIPMENT	CL 24531	34055	47.80
MARGARET E. TALMAGE	CL 24561	34040	50.00
JACKIE SUKO	CL 24562	34041	50.00
KATHERINE M JOHNSON	CL 24564	34043	50.00
SANDRA K BIERY	CL 24565	34044	50.00
JUNE A NOVARK	CL 24566	34045	50.00
ADAM KETTERLING	CL 24576	34093	51.50
MARKUS TAKES THE HORSE	CL 24505	34024	75.00
DEAN L BAKER	CL 24533	34062	75.00
BIG HORN IGA	CL 24510	34053	76.85
BIG SKY LINEN & UNIFORM INC	CL 24509	34056	97.04
RDO EQUIPMENT	CL 24521	34083	98.24
KELLIE OLDHORN	CL 24528	34072	98.36
JACK WEICHMAN	CL 24546	34025	100.00
BOB SCHOEN	CL 24547	34026	100.00
PAT BRECKENRIDGE	CL 24548	34027	100.00
TERRY BULLIS	CL 24549	34028	100.00
RON NEDENS	CL 24550	34029	100.00
DENNIS FOX	CL 24551	34030	100.00
HARRY KAUTZMAN	CL 24552	34031	100.00
ROB BRYSON	CL 24553	34032	100.00
KENTON G KEPP	CL 24554	34033	100.00
JAY LUNDBERG	CL 24555	34034	100.00
DANIEL J KLINGENSTEIN	CL 24556	34035	100.00
LARRY W VANDERSLOOT	CL 24557	34036	100.00
JIM WEDEL	CL 24558	34037	100.00
TIM A WAGNER	CL 24559	34038	100.00
TEDDY J BURROUGHS	CL 24560	34039	100.00
MARTIN G REEVES	CL 24563	34042	100.00
WISPWEST.NET	CL 24569	34092	108.94
NSI SOLUTIONS INC	CL 24518	34080	145.00
CAMP CUSTER SERVICE	CL 24512	34058	148.20
BIG HORN INDUSTRIES	CL 24544	34054	165.00
USA BlueBook	CL 24525	34090	167.61
SIMPLY OFFICE SUPPLIES	CL 24522	34084	242.61
MT. RURAL WATER SYSTEMS, INC.	CL 24517	34079	250.00
MARSHALL WELLS LLC	CL 24537	34076	261.17
U.S. POSTAL SERVICE	CL 24567	34089	310.00
ANIMAL CARE CENTER	CL 24530	34051	314.40

Checks Report

Vendor	Claim #	Check	Amount
KENCO SECURITY & TECHNOLOGY	CL 24536	34073	330.00
HARDIN DO IT BEST	CL 24535	34066	338.57
CITY WATER DEPT	CL 24532	34060	408.12
TRACTOR & EQUIPMENT CO	CL 24524	34088	595.71
WACKER INSURANCE AGENCY	CL 24508	34023	610.00
ENERGY LABORATORIES INC	CL 24514	34064	830.00
SOLID WASTE SYSTEMS INC	CL 24543	34085	842.04
MONTANA DAKOTA UTILITIES	CL 24540	34078	889.86
BIG SKY TIRE & SERVICE CO LLC	CL 24511	34057	986.00
WILLIAM P HERT	CL 24568	34091	1,047.00
R&S EXTINGUISHERS INC	CL 24520	34082	1,245.00
CenturyLink	CL 24542	34059	1,291.15
POWER SERVICE OF MONTANA, INC.	CL 24519	34081	1,895.40
FIRST INTERSTATE BANK (MASTERCARD)	CL 24534	34065	2,630.51
INLAND TRUCK PARTS CO.	CL 24539	34068	3,191.75
DC FROST ASSOCIATES INC	CL 24513	34061	3,943.43
BIG HORN COUNTY ELECTRIC	CL 24545	34052	4,455.57
TOWN & COUNTRY SUPPLY ASSN	CL 24523	34087	4,778.00
STAHLY ENGINEERING & ASSOCIATES INC	CL 24506	34086	5,624.79
KOIS BROTHERS EQUIPMENT CO.	CL 24515	34074	5,654.13
MATOVICH OIL CO.	CL 24538	34077	5,960.44
JORDAN W KNUDSEN	CL 24526	34069	7,000.00
US BANK - SPA LOCKBOX	CL 24572	34047	9,761.25
JUSTICE SYSTEMS INC	CL 24570	34071	10,884.25
US BANK - SPA LOCKBOX	CL 24573	34048	20,895.00
US BANK - SPA LOCKBOX	CL 24574	34049	47,467.50
US BANK - SPA LOCKBOX	CL 24571	34046	67,412.50
BIG HORN COUNTY	CL 24575	34050	245,000.00

460,646.75

CITY OF HARDIN
 Claims Report
 For the Accounting Period: May, 2019

Vendor	Claim #	Check	Amount
MARKUS TAKES THE HORSE	CL 24505	34024	75.00
STAHLY ENGINEERING & ASSOCIATES INC	CL 24506	34086	5,624.79
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NSI SOLUTIONS INC	CL 24518	34080	145.00
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SIMPLY OFFICE SUPPLIES	CL 24522	34084	242.61
TOWN & COUNTRY SUPPLY ASSN	CL 24523	34087	4,778.00
TRACTOR & EQUIPMENT CO	CL 24524	34088	595.71
USA BlueBook	CL 24525	34090	167.61
JORDAN W KNUDSEN	CL 24526	34069	7,000.00
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KELLIE OLDHORN	CL 24528	34072	98.36
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JUSTICE SYSTEMS INC	CL 24570	34071	10,884.25
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			66,903.50

Claims Report
For the Accounting Period: June, 2019

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PAT BRECKENRIDGE	CL 24548	34027	100.00
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LARRY W VANDERSLOOT	CL 24557	34036	100.00
JIM WEDEL	CL 24558	34037	100.00
TIM A WAGNER	CL 24559	34038	100.00
TEDDY J BURROUGHS	CL 24560	34039	100.00
MARGARET E. TALMAGE	CL 24561	34040	50.00
JACKIE SUKO	CL 24562	34041	50.00
MARTIN G REEVES	CL 24563	34042	100.00
KATHERINE M JOHNSON	CL 24564	34043	50.00
SANDRA K BIERY	CL 24565	34044	50.00
JUNE A NOVARK	CL 24566	34045	50.00
U.S. POSTAL SERVICE	CL 24567	34089	310.00
WILLIAM P HERT	CL 24568	34091	1,047.00
US BANK - SPA LOCKBOX	CL 24571	34046	67,412.50
US BANK - SPA LOCKBOX	CL 24572	34047	9,761.25
US BANK - SPA LOCKBOX	CL 24573	34048	20,895.00
US BANK - SPA LOCKBOX	CL 24574	34049	47,467.50
BIG HORN COUNTY	CL 24575	34050	245,000.00
			393,743.25

Men's Health Month

June 2019

PROCLAMATION

Men's Health Month

Whereas, despite advances in medical technology and research, men continue to live an average of five years less than women with Native American and African-American men having the lowest life expectancy; and

Whereas, educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and

Whereas, men who are educated about the value that preventive health can play in prolonging their lifespan and their role as productive family members will be more likely to participate in health screenings; and

Whereas, fathers who maintain a healthy lifestyle are role models for their children and have happier, healthier children; and

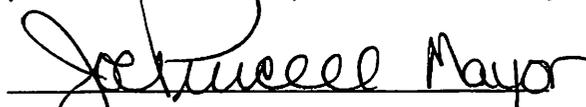
Whereas, the Men's Health Network worked with Congress to develop a national men's health awareness period as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices; and

Whereas, the Men's Health Month web site has been established at www.MensHealthMonth.org and features resources, proclamations, and information about awareness events and activities, **including Wear Blue for Men's Health (www.WearBlueForMensHealth.com)**; and

Whereas, Hardin's Men's Health Month will focus on a broad range of men's health issues, including heart disease, mental health, diabetes, and prostate, testicular and colon cancer; and

Whereas, the citizens of this city are encouraged to increase awareness of the importance of a healthy lifestyle, regular exercise, and medical check-ups.

Now, therefore, I, Joe Purcell, Mayor of the City of Hardin, do hereby proclaim June as Men's Health Month in Hardin Montana, and encourage all our citizens to pursue preventative health practices and early detection efforts.



(signed)

5/30/19

(date)





851 Bridger Drive, Suite 1, Bozeman, MT 59715 | phone: 406-522-8594 | fax: 406-522-9528 | www.seaeng.com

May 15, 2019

Mr. Rock Massine
Public Works Superintendent
City of Hardin
406 North Cheyenne Street
Hardin, MT 59034

Reference: City of Hardin Investment/Impact Fees

Mr. Massine:

Impact or investment fees are utilized to offset the potential impact of City infrastructure by new development. As you are aware, City assets often have a finite amount of capacity. Any new or additional development that utilizes capacity should offset that use. This can be done by upgrading, or as is most often the case, pay cash-in-lieu of the upgrade.

Impact fees show that communities are keeping an eye to the future in regard to its infrastructure. Although not specifically a scoring criterion in grants and loans, the following is language from applications for grant and loan assistance:

- Has the applicant made serious efforts to thoroughly seek out, analyze, and secure the firm commitment of alternative or additional funds from all appropriate public or private sources, to finance or assist in financing the proposed project?
- What efforts were made to consider all appropriate federal, state and local, public and private funding sources that could potentially assist with this project?
- How is the level of local financial participation in the proposed project the maximum that can reasonably be expected?

Communities often use these impact/investment fees or "hook-up" charges for matching funds when utilizing grants and loans.

We feel that the use these fees on new or additional development is fair and shows that the community does not overly burden the houses/businesses already utilizing the infrastructure.

Please let me know if you have any questions or comments about this information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kurt Thomson", is written over a horizontal line.

Kurt Thomson, PE
Senior Engineer



Local Government Budget & Special Purpose District Financial Reporting Workshops

Presented by:

Department of Administration -
Local Government Services

May 30 - Shelby (9:00 a.m. to 1 p.m.)

June 6 - Polson

June 11 - Butte

June 19 - Glasgow

June 20 - Billings

- Workshops (except Shelby) will be held from 10:00 to 3:00, with a one-hour lunch break (lunch will be on your own). The last hour will focus on Special Purpose District (including Fire Department Relief Association) annual financial reporting and budgeting.
- See next page for locations and presenters. We have capacity limits at some of our workshop locations, please RSVP to LGSPortalRegistration@mt.gov as soon as possible to reserve your seat!
 - Indicate in your RSVP e-mail which location you would like to attend. We will verify your registration by e-mail and send handout materials.
 - If you have sent an RSVP but then cannot attend, please let us know as soon as possible so we can give your spot to someone else.
- For City/Town Clerks, Treasurers, and Finance Officers: IIMC and APT US&C credit will be offered through the Local Government Center. Please contact Ashley Kent at the same time that you reserve your seat with us.
- For Others: CPE credit – up to 4 hours - will also be offered.

Dates & Locations:

Thursday, May 30 – Shelby – (9 a.m. to 1 p.m.)
Location: Best Western Inn, 1948 W Roosevelt Highway
Presented by: Mari Haefka & Tami Gunlock

Thursday, June 6 – Polson
Location: Polson Library, 2 – 1st Avenue East
Presented by: Mari Haefka & Darla Erickson

Tuesday, June 11 – Butte
Location: Emergency Operations Center (EOC) – 3619 Wynne Ave.
(South Entrance)
Presented by: Mari Haefka & Darla Erickson

Wednesday, June 19 - Glasgow
Location: Elks Club, 309 2nd Avenue South
Presented by: Tami Gunlock & Darla Erickson

Thursday, June 20 – Billings
Location: MetraPark - 308 6th Ave N Yellowstone Room
(under the grandstands)
Presented by: Tami Gunlock & Darla Erickson

Please RSVP to: LGSPortalregistration@mt.gov
Indicate which training you will attend & who from your organization will attend.

Local Government Services
Statewide Accounting Bureau
State Financial Services Division
406-444-9101

Darla Erickson, Accounting & Reporting Manager 444-9491
Mari Haefka, Accountant – Western area 444-1334
Tami Gunlock, Accountant – Eastern area 444-7354



RECEIVED
MAY 20 2019

CITY-COUNTY PLANNING BOARD

BIG HORN COUNTY

Box 305

HARDIN, MONTANA
59034

PUBLIC HEARING
May 13, 2019

The public hearing was called to order by Chairman Jim Eshleman at 7:00 p.m. The purpose of the hearing was to receive public input concerning a proposed zoning variance for a reduction in the required number of off-street parking spaces for the Big Horn Valley Health Center clinic and administrative facilities to be located in the southeast corner of North Center Avenue and 13th Street East. Those present for the hearing are identified on the signature roster attached to and made a part of these minutes.

Charles Strum with Interstate Engineering discussed the proposal. The proposal is to develop the medical facility/administrative facility in two phases, the medical facility first. Ordinance requires a parking place for each 200 sq. ft. of building place. Current plan is for 27 spaces near the initial building with an additional 8 spaces along 12th Street East, for a total of 35 spaces. Big Horn Valley Health Center would like a variance to study the actual number of spaces required. He noted that the 8600 sq. ft. energy efficient building should be ready this fall. The number of employees at the location at any one time was discussed. Bill H. noted that at any facility only about 1/3 of the staff is present at any one time.

As there were no additional persons who chose to speak in favor of proposal, nor any who chose to speak against the proposal, the chairman closed the public hearing at 7:15 p.m.

REGULAR MEETING
May 13, 2019

The regular meeting of the City-County Planning Board was called to order by Chairman Jim Eshleman at 7:16 p.m. Other board members present were Linda Greenwalt, Bill Hodges, Karen Molina, Jeff McDowell, Chris Winterrowd, Carla Colstad and Cyndy Maxwell. Also present were board secretary Gloria Menke, planner Cal Cumin, Charles Strum with Interstate Engineering, Shelly Sutherland with Big Horn Valley Health Center, and Merle Redger, Paramount Self Storage.

Jeff moved, seconded by Cyndy, to dispense with the reading of the minutes of the April 8, 2019 regular meeting and the April 29, 2019 special meeting, and to approve the minutes as mailed. Motion carried - unanimous. It was noted that there was not a March CCPB meeting because of a lack of agenda items.

Gloria presented the treasurer's report. The county account as of 4/30/19 has \$ 53,999.82. Two bills were presented:

Big Horn Co. News	141.90	legal advertising
Cal Cumin	2,400.00	planning services

Following discussion Carla moved, seconded by Karen, to approve the treasurer's report and pay the bills presented. Motion carried - unanimous.

Bill H. suggested that a hard copy of the treasurer's report be available at each meeting. No action taken.

Cal reported that the CCPB is in fact able to apply for a CDBG grant through a unit of government, altho the 2019 application window is not yet defined. He suggested that the CCPB wait a couple of months before moving forward all the proposed projects: 1) CDBG grant; 2) Growth Management Plan; and 3) Downtown Revitalization Plan. The board agreed with that assessment.

The Big Horn Valley Health Center variance application was discussed. Cal felt it is one of the most complete applications he has reviewed. The parking places were clarified: there will be two (2) handicap parking spaces with the first phase, and an additional two (2) with the second phase, for a total of four (4) handicap parking spaces. Following discussion Bill H. moved, seconded by Jeff, to recommend to the City of Hardin that the proposed variance be approved for a total of 35 parking spaces for the first phase. Motion carried – unanimous.

County board appointments of Linda Greenwalt and Bill Hodges expire June 2019. Following clarification of their appointments both agreed they would like to continue for another term and the remaining board agreed they should remain. Accordingly, the Big Horn County Commissioners will be notified of the need to reappoint to the CCPB board.

Local activities update included Jeff's comment that the server park is progressing. Additionally, a request has been received from Alexandra Heath, whose family is from this area, asking for documents and/or insights into the area as she plans to create a Master Plan of Hardin as part of her Master's degree in Urban Design and Community Planning from the College of Charleston in Charleston, South Carolina. Cal has already been in touch with her to fulfill her request and plans to work with her this summer.

As there was no response to a call for public comment and no further business to come before the board the chairman declared the meeting adjourned at 7:35 p.m.

Respectfully submitted,



Gloria A. Menke
CCPB Secretary

APPROVED:

RECEIVED
MAY 28 2019

CITY-COUNTY PLANNING BOARD

BIG HORN COUNTY

HARDIN, MONTANA
59034

Box 305

May 23, 2019

You may have an interest in a public hearing concerning a request for a conditional use at 205 13th Street in Hardin to allow construction of a new office building in a Highway Commercial zone.

The notice of public hearing printed in the May 23, 2019 and May 30, 2019 Big Horn County News is reprinted below for your information.

NOTICE OF PUBLIC HEARING

The Hardin City-County Planning Board, acting as the City Zoning Commission, will held a public hearing on June 10, 2019 at 7:30PM, in the City Council Chambers to hear a request for a Conditional Use at 205 13th Street to allow reconstruction of a new office building in a Highway Commercial Zone. All interested people are invited to attend and comment. For further information: e-cumin@hotmail.com.

Printed May 23, 2019

MINUTE

2

05/30/19
13:54:09

CITY OF HARDIN
Cash Report by Fund/Account
For the Accounting Period: 5/19

Page: 1 of 1
Report ID: L160

Funds 5310-5310

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
5310 SEWER FUND						
101000 Cash - Operating	122,319.34	52,508.68	288.35	0.00	30,964.15	144,152.22
101001 Operating-CDs-FISB	80,250.48	0.00	0.00	0.00	0.00	80,250.48
101002 Operating-CDs-LHSB	131,891.47	0.00	0.00	0.00	0.00	131,891.47
					<i>Bonds</i>	<i>< 100,000.00</i>
						<u><i>256,294.17</i></u>
102110 Cash - Construction	81,289.18	0.00	0.00	0.00	50,000.00	31,289.18
102111 CDs-FISB-Construction	49,476.00	0.00	0.00	0.00	-50,000.00	99,476.00
						<u><i>130,765.18</i></u>
102221 Cash - Reserve (Future Payment)	123,757.02	0.00	0.00	0.00	0.00	123,757.02
102222 Cash - Reserve (Future Payment)	73,946.98	0.00	0.00	0.00	0.00	73,946.98
						<u><i>197,704.00</i></u>
102241 CDs-FISB-Replacement & Depreciat	411,063.32	0.00	0.00	0.00	0.00	411,063.32
102242 CDs-LHSB-Replacement & Depreciat	40,000.00	0.00	0.00	0.00	0.00	40,000.00
						<u><i>451,063.32</i></u>
Total Fund	1,113,993.79	52,508.68	288.35		30,964.15	1,135,826.67
Totals	1,113,993.79	52,508.68	288.35	0.00	30,964.15	1,135,826.67

*** Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.

CASH increase from July 1, 2018 ≈ \$77,000⁰⁰

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this 1st day of July, 2019 by and among

WIPFLi, LLP of 303 North 28th, Suite 503, US Bank Building, Billings, MT 59101

Certified Public Accountant

("Contractor"),

The City of Hardin, Montana of 406 North Cheyenne Avenue, Hardin, MT 59034

Governmental Entity

("Entity"),

and the **Montana Department of Administration, Local Government Services, ("State")**, acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.
2. **Audit Period and Payment:** This contract covers the following audit period(s):
July 1, 2018 to June 30, 2019, with possible extensions for July 1 2019 to June 30 2021.
 - A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$30,000 for initial (or sole) audit covering 07/01/2018 to 06/30/2019.
\$31,250 for subsequent audit covering 07/01/2019 to 06/30/2020, upon City Approval.
\$32,500 for subsequent audit covering 07/01/2020 to 06/30/2021, upon City Approval.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.
 - B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.
 - C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.
3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review

report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards.

- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:

- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
- (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
- (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
- (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*,

Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). If these federal regulations are amended, the amended regulations will prevail.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity’s applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State’s Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
 - (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring “Student Count for ANB” reports; and
 - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity’s Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;

- C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;
 - D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
 - E. making all financial records and related information available to the Contractor;
 - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements

and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
 - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
 - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
 - D. a report on any supplementary or other information presented in the audit report. This report ~~may~~ must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
 - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
 - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
 - a) schedule of school district "Student Count for ANB" required in paragraph 13.A.;
 - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;

- c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph 12.A.; and
 - d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.
- (3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.
- (4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.
- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
- F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.
12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:
- A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.
 - B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
 - C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.
 - D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.
 - E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.
13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring "Student Count for ANB" reports and as documented by the school district's enrollment records; and
 - B. a detailed schedule of extracurricular fund financial activities.
14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
 - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
 - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
 - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
 - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
 - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
 - G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the

Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the

date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Professional Liability: The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**

A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.

B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set

out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

WIPFLi, LLP
Firm Name

By: _____
Authorized Representative

Date: _____

Governmental Entity

The City of Hardin, MT
Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

WIPFLi, LLP
Firm Name

By: _____
Authorized Representative

Date: _____

Governmental Entity

The City of Hardin, MT
Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): The City of Hardin, MT

406-665-9291 Address: 406 North Cheyenne Ave.
Telephone: (Street Address or P.O. Box)
Hardin, MT 59034
(City/Town) (Zip Code)

Michelle Dyckman, City Finance Officer, cityfinance@hardinmt.com
Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR):

WIPFLi, LLP

406-248-1681 Address: 303 North 28th, Suite 503, US Bank Building
Telephone: (Street Address or P.O. Box)
Billings, MT 5901
(City/Town) (Zip Code)

Kimberly Dare, Auditor, kdare@wipli.com
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

- A. This audit will cover the fiscal year(s) ending June 30, 2019.
B. Date to commence audit work: June 2019
C. Date to submit final audit report to Entity and State: June 2020

2. Time and Price for Engagement:

- A. Estimated total hours -
B. Price for audit personnel \$
Price for Travel
Price for typing, clerical and report preparation
Total price for this engagement \$ 30,000

3. The reporting entity contains the following discretely presented component units: _____
Two Rivers Trade Port Authority
4. Date Annual Financial Report or a trial balance will be available: December, 2019
5. Number of copies of audit report Contractor will provide to Entity: 15
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
copies, reports and documents as requested
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

WIPFLi, LLP
 Firm Name

By: _____ Date: _____
 Authorized Representative

Governmental Entity

The City of Hardin, Montana
 Entity Name

By: _____ Date: _____
 Authorized Representative

**Montana Department of Administration,
 Local Government Services**

By: _____ Date: _____
 Approved By

3. The reporting entity contains the following discretely presented component units: _____

4. Date Annual Financial Report or a trial balance will be available: _____
5. Number of copies of audit report Contractor will provide to Entity: _____
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

 Firm Name

By: _____
 Authorized Representative

Date: _____

Governmental Entity

 Entity Name

By: _____
 Authorize Representative

Date: _____

**Montana Department of Administration,
 Local Government Services**

By: _____
 Approved By

Date: _____

3. The reporting entity contains the following discretely presented component units: _____

4. Date Annual Financial Report or a trial balance will be available: _____
5. Number of copies of audit report Contractor will provide to Entity: _____
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

 Firm Name

By: _____
 Authorized Representative

Date: _____

Governmental Entity

 Entity Name

By: _____
 Authorized Representative

Date: _____

**Montana Department of Administration,
 Local Government Services**

By: _____
 Approved By

Date: _____

Rock Massine

From: Cadie Warren >
Sent: Tuesday, May 28, 2019 10:56 AM
To: Rock Massine
Subject: Use of water truck

Hello my name is Cadie Warren. I am a member of the Little Big Horn Stampede Rodeo committee. We are requesting the use of the water equipment during our event. The dates and times we would need water on the arenas and track are as follows... (weather permitting)

Thursday June 20th-3:00pm

Friday June 21st-6:00am

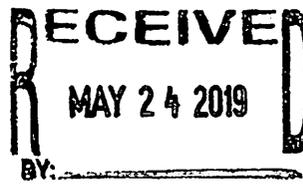
Friday June 21st- 4:00pm

Saturday June 22nd- 4:00pm

Moe is ok with helping

Tripp & Associates

1645 Avenue D, Suite E
Billings, Montana 59102



Phone: 406-248-5150
Email: tripp.cpa@gmail.com

May 21, 2019

Mayor and City Council
City of Hardin
406 N. Cheyenne
Hardin, MT 59034

We are working on the final stages of your fiscal year 2018 audit. The State of Montana requires auditors to inform clients, in writing before issuing an audit report, if the audit opinion will contain anything other than an unmodified opinion. In our opinion, Two River Authorities fiscal year 2018 audit report will have a disclaimer of opinion primarily because:

- TRA's Board and Management do not have first-hand knowledge of transactions made by the US Bank which are reported on TRA's financial statements. As a result, neither TRA's board nor management is able to sign a management representation letter accepting responsibility for these transactions.
- TRA was unable to produce supporting documentation of transactions for auditor inspection. Because these transactions represent the bulk of the revenues and expenditures on TRA's financial statements, we must disclaim an opinion on TRA's financial statements.
- US Bank and the Bondholder representative appear to be making transactions without the knowledge or approval of the Executive Director or the Board.

The audit opinion of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of Hardin as of and for the year ended June 30, 2018 was not affected by these conditions.

Four findings for TRA from prior years remain findings for fiscal year 2018. The findings that remain are:

1. TRA is delinquent in payments of the revenue bonds and that the required reserve balances have not been maintained.
2. TRA is not in compliance with wage and hour laws concerning payroll in arrears.
3. There is insufficient management representation of transactions. US Bank and the bondholder representative are not members of management or the Board, yet they appear to be running TRA.
4. Insufficient supporting documentation. The bondholder representative and US Bank have not provided sufficient documentation of transactions to the Executive Director or to the Board of TRA.

We issued **three new findings** for Two Rivers Authority for fiscal year 2018 as summarized below. A full description of each finding and the remaining findings from prior years is included in your audit report.

- **Lack of Segregation of Duties:** The US Bank and bondholder representative do not have day-to-day discussions or reporting to the Executive Director or to the Board. The Executive Director makes entries and adjustments to the accounting records without Board review. This condition has been present for a long, long time. However, for fiscal year 2018, the financial statements were misstated to such an extent that we are required us to issue this finding.
- Prior fiscal year transactions were edited causing changes to the Net Position/Fund Balance of the prior fiscal year (2017) without auditor knowledge beforehand.
- The financial statements were improperly reported in the AFR. The reports given to the AFR preparer were excerpts from QuickBooks rather than actual QuickBooks reports. The reports given to the AFR preparer were in Excel, but each entry was hard entered. Therefore, when changes are made to any entry, the balances remained constant rather than self-calculating per the formulas. There were no formulas in the Excel copies of the Financial Statements.

This letter is an informative letter allowing you time to dispute our audit opinions or disclaimers of opinions prior to the audit report issuance. If you do not contact us to the contrary, we will assume that you do not intend to dispute our disclaimer of audit opinion.

If you have any questions, please contact me via phone at 406-248-5150, cell 406-661-7536 or email at tripp.cpa@gmail.com.

Best regards,

A handwritten signature in black ink that reads "Shawn E. Tripp, CPA". The signature is written in a cursive style with a large, stylized initial 'S'.

Tripp & Associates

CC: Board of Directors – TRA, Jeff McDowell - Executive Director, Jon Matovich - Board Chairman

Hardin Concrete & Const LLC
RR 1 box 1217
Hardin, MT 59034 US
406 679 3231
Hardinconcrete17@yahoo.com

ESTIMATE

ADDRESS

City of Hardin
Hardin MT 59034

ESTIMATE # 1020

DATE 05/15/2019

ACTIVITY	AMOUNT
Week starting 05/12/2019	
sidewalks <i>Alley Approach</i> Remove and replace approach Mitchell and Heritage Acres. 20x38x6"thick.	0.00
sidewalks <i>Outside of City easement</i> 4x22x6" with 16" on center with rebar mat. 4000PSI concrete. Remove prepare and pour and finish.	9,456.00
TOTAL	\$9,456.00

Accepted By

Accepted Date

*to be reimbursed
by Heritage Acres*

<981.50>

8,474.50



Great Western Recreation 975 S. Hwy 89-91
 Logan, UT 84321 435-245-5055
 www.gwpark.com

QUOTE
 #99096

05/21/2019

City of Hardin Freestanding Playground Equipment

City of Hardin
 Attn: Rock Massine
 406 N Cheyenne
 Hardin, MT 59034
 Phone: 406-598-0802
 publicworks@hardinmt.com

Project #: P71981
 Ship To Zip: 59034

Quantity	Part #	Description	Unit Price	Amount
1	5158	Game Time - Express Swing W/Todd Seat 3 1/2"X8'	\$1,530.00	\$1,530.00
4	2313	Game Time - Saddle Seat	\$175.00	\$700.00
1	200	Game Time - Four Seat Buck-A-Bout	\$1,363.00	\$1,363.00
4	4880	Game Time - Inground Mount For Spring Rider	\$104.00	\$416.00
1	6201	Game Time - Tilted Sky Runner (F/S)	\$4,115.00	\$4,115.00
1	655	Game Time - Dome Climber	\$1,329.00	\$1,329.00
1	6064	Game Time - Jumbo Flyer	\$946.00	\$946.00
1	3310	Game Time - Caterpillar Crawl Tube	\$1,970.00	\$1,970.00
1	6063	Game Time - Dinosaur Saddlemate Purple	\$843.00	\$843.00
1	6065	Game Time - Dinosaur In-Ground Mount	\$411.00	\$411.00
1	6054	Game Time - Two Seater Fire Chief	\$907.00	\$907.00
1	6059	Game Time - Two Seater Taxi	\$920.00	\$920.00
3	60	Game Time - Waist-Hi Stove, Permanent	\$323.00	\$969.00
4	8691	Game Time - Belt Seat	\$100.00	\$400.00

Shipping to:
 406 N Cheyenne
 Hardin, MT 59034

SubTotal: \$16,819.00
 Discount: (\$2,719.03)
 Freight: \$2,228.31
Total Amount: \$16,328.28

Freight is based on shipping zip that is listed. Freight is subject to change if shipping zip changes.

Customer is responsible for offloading of equipment

Sitework, surfacing, and installation are not included in quote

***Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime c/o Great Western. Checks should also be made payable to GameTime c/o Great Western**

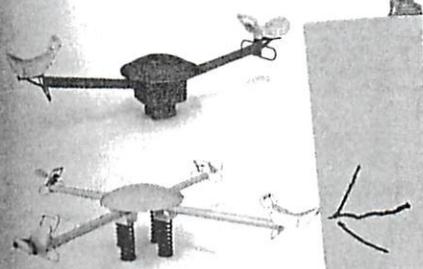


Playground Equipment



Expression Swing® Toddler

- #5158 3.5" Toprail \$1,530
 - #5159 5" Toprail \$1,530
- Ages: Adult, 12-24 months



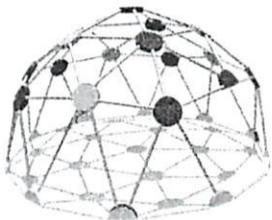
Buck-A-Bout

- #243 Two Seat w/ Rubber Spring \$1,619
ASTM Use Zone: 15'10" x 13'11" (4.8m x 4.2m)
Recommended Ages: 2 to 5 or 5 to 12
Order separately 2 Saddle Seats or 2 Animal Bodies
- #200 Four Seat w/ Coil Spring \$1,363
ASTM Use Zone: 22' x 22' (6.7m x 6.7m)
Recommended Ages: 5 to 12
Order separately 4 Saddle Seats or 4 Animal Bodies.
Mini Bike not available for Buck-A-Bouts.
- #2313 Aluminum Saddle Seat \$175
- #4880 In-ground Package \$104



Tilted SkyRunner®

- #6201 \$4,115
ASTM Use Zone: 20'1" dia. (6.1m dia.)
Recommended Ages: 5 to 12
Fall Height: 6' (1.8m)



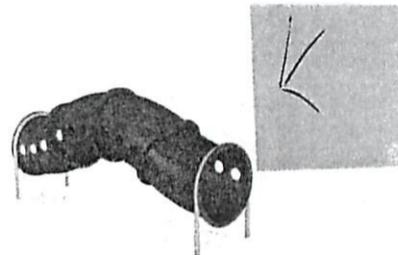
Dome Climber

- #655 \$1,329
ASTM Use Zone: 19' x 19' (5.8m x 5.8m)
Recommended Ages: 5 to 12
Fall Height: 5' (1.5m)



Jumbo Flyer

- #6064 Includes springs \$946
ASTM Use Zone: 16'10" x 17'8" (5.1m x 5.4m)
Recommended Ages: 2 to 5 or 5 to 12



Caterpillar Crawl Tube

- #3310 (with horseshoe supports) \$1,970
ASTM Use Zone: 14'3" x 20'7" (4.4m x 6.3m)
Fall Height: 4' (1.2m)
Recommended Ages: 2 to 5



Dinosaur Adventure Mates

- #6063 Purple Dinosaur (above) \$843
 - #6051 Jurassic Green Dinosaur (below) \$843
 - #6065 In-ground Package w/ springs \$411
- ASTM Use Zone: 18' x 14'2" (5.5m x 4.3m)
Recommended Ages: 2 to 5 or 5 to 12



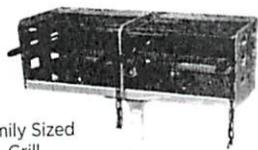
Cruisin' Mates

- #6054 Fire Chief's Car \$907
- #6056 Race Car \$953
- #6057 Police Car \$936
- #6058 Desert Commando \$888
- #6059 Taxi \$920

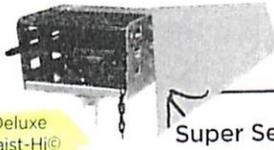


ASTM Use Zone: 14'8" x 16'8" (4.5m x 5.1m)
Recommended Ages: 2 to 5 or 5 to 12

CLASSIC MOTION



Family Sized Grill



Deluxe Waist-Hi Stove

Park Grills

- #49 Family Sized Grill \$702
- #60 Deluxe Waist-Hi Stove \$323
- #51 Standard Stove \$254

Heavy-duty, rust-resistant galvanized steel. Permanent installation, allowing for 360 degree rotation for proper draft control. Includes chained, three-position adjustable grates.

Super Seats

- #999 Seat \$115
 - #8690 Seat with Clevis \$132
- Recommended Ages: 5 to 12

NexGen Seats

- #4951 3-1/2" \$328
 - #4952 5" \$328
- Recommended Ages: 5 to 12

Belt Seats

- #1047 Seat \$87
 - #8691 Seat with Clevis \$100
- Recommended Ages: 5 to 12

Enclosed Tot Seats

- #8520 Seat \$157
 - #8693 Seat with Clevis \$170
- Recommended Ages: 2 to 5

NexGen Seat

Belt Seat

Michelle Dyckman

From: Dulcie Bear Don't Walk <dbeardontwalk@bighorncountymt.gov>
Sent: Thursday, May 30, 2019 2:44 PM
To: Michelle Dyckman; Collena Brown
Subject: Primary Election

Importance: High

Good Afternoon,

Below is some information about deadlines for this year's municipal election calendar. Would you please pass this information along to whoever else in your city / town should see it?

Pursuant to 13-1-405, MCA the **Commission/Council should pass a resolution calling for the election at least 85 days before Election Day. A resolution calling for a Primary election should be passed by Monday, June 17. A resolution calling for a General election should be passed by Monday, August 12. The resolution should state if you would like to have a mail ballot election.**

Candidate filing closes Monday, June 17 at 5pm. That is also the deadline for a candidate to withdraw their nomination. (13-10-201, MCA and 13-10-352, MCA)

After the close of candidate filing on June 17, we will contact you to let you know whether or not a Primary election needs to be held. If not, we will cancel the election. The Commission/Council has the option to override that decision and require that the primary be held. In order to require the primary election be held, they must pass a resolution to that effect by **Thursday, June 27.** If the Commission/Council agree to cancelling the primary election, they do not need to take any action. (13-14-115, MCA)

September 3 is the deadline for write-in candidates to file for the General Election. After this deadline, we will notify you if part or all of your General election can be cancelled. In order to cancel all or part of the General election, the Commission/Council would need to pass a resolution. *Note: The process is different for a General than it is for a Primary.* If the Primary is not required by law, and you do nothing, there will not be a Primary election (the election administrator cancels the election). If a General is not required by law, and you do nothing, there will be a General election (only the Commission/Council can cancel the election). 13-1-403 MCA)

In the past, your elections have been conducted by mail ballot (versus a polling place election). Mail ballot elections are generally less expensive and yield a higher voter turnout. By default, your election would be a polling place election; however there are several ways to initiate a mail ballot election. One option is to include a statement requesting a mail ballot election in the resolution calling for the election. If you do not call for a mail ballot election in that resolution, you could pass a separate resolution calling for a mail ballot at least 70 days before the election (July 2 for the Primary and August 27 for the General). **If your governing body does not initiate a request for the election to be conducted by mail, we will likely make that determination for you, and send you a statement of our decision.** If you disagree and would like a polling place election, you would need to pass a resolution to that effect by July 17 to have a Primary election by polling place and by September 11 to have a General election by polling place. (13-19-203, MCA and 13-19-204, MCA)

Thanks, and please let me know if you have any questions or would like to review any part of the election process.

Dulcie Bear Don't Walk

Election Administrator
Big Horn County

121 3rd St. W Rm. 227
P.O. Box 908
Hardin, MT 59034
dbeardontwalk@bighorncountymt.gov
(406)665-9704
(406)665-9824 Fax

RESOLUTION NO. 2190

A RESOLUTION OF THE CITY OF HARDIN, MT ACKNOWLEDGING THE HATCH ACT AND APPOINTING A HATCH ACT INFORMATION OFFICER

WHEREAS, the federal Hatch Act (5 USC, §§ 1501 et seq.) restricts the political activity of local government employees employed in connection with programs financed in whole or in part by federal loans or grants; and

WHEREAS, the Hatch Act attempts to deter the political influence of public employees connected with federally funded programs; and

WHEREAS, the City of Hardin receives federal loans or grants from the federal government to support various programs; and

WHEREAS, local governments which receive loans and grants from the federal government are required to inform all employees of the provisions of the Hatch Act and to adopt a policy of compliance with its regulations;

NOW THEREFORE, BE IT RESOLVED, that the Mayor of the City of Hardin is hereby appointed to serve as Hatch Act Information Officer, and that as such he/she will inform each of the City's officials and employees of the provisions of the Hatch Act through the use of an employee manual, written memoranda or other written means of notification, maintain on file a copy of the brochure entitled Political Activity and the State and Local Employee, found online at http://www.osc.gov/documents/hatchact/ha_fed.pdf, and monitor compliance with the provisions of the Hatch Act.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this _____ day of June, 2019.

YEA VOTES _____

NAY VOTES _____

CITY OF HARDIN

BY: _____
Mayor

ATTEST: _____
City Clerk

RESOLUTION NO. 2191

A RESOLUTION OF THE CITY OF HARDIN, DESIGNATING AN ENVIRONMENTAL CERTIFYING OFFICIAL FOR THE CDBG PROGRAM

WHEREAS, in 2018 the City of Hardin applied for federal, state, local and private funding to assist the Big Horn Hospital Association;

WHEREAS, all necessary funding has been received to permit the project to go forward; and

WHEREAS, an Environmental Certifying Official may be designated by formal resolution.

NOW THEREFORE, BE IT RESOLVED that:

Stahly Engineering of 2223 Montana Avenue, Billings, Montana is designated as the Environmental Certifying Official to produce an Environmental Review Record;

The City of Hardin will ensure that it and all of its contractors or agents shall conduct all program matters in a non-discriminatory manner such that all persons regardless of race, gender, age, disability, or other protected class shall be treated equally and further each shall comply with the policies and procedures delineated in the 2018 City of Hardin Management Plan, approved by the Montana Department of Commerce Community Development Block Grant Program.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this _____ day of June, 2019.

YEA VOTES _____

NAY VOTES _____

CITY OF HARDIN

BY: _____
Mayor

ATTEST: _____
City Clerk

ORDINANCE NO. 2019-03

AN ORDINANCE AMENDING HARDIN CITY CODE REGARDING THE CERTIFICATE OF COMPLIANCE FOR SUMP PUMPS, STORM DRAINS AND SANITARY SEWER

WHEREAS, the City of Hardin desires to modify and change the City Code of Hardin, Montana in order to keep up with increasing costs of maintaining the sanitary sewer and storm water systems;

WHEREAS, the City of Hardin believes that from time to time it may need to increase the monthly fee for non-compliance with the certificate of compliance requirement of the sump pump ordinance, which requires all sump pumps to have been inspected and approved;

WHEREAS, the City of Hardin also desires to modify the requirements of the sump pump ordinance by removing certain portions of the ordinance that are difficult to enforce;

WHEREAS, the City of Hardin finds that the Clear Water Connections Prohibition of § 8-2-11 of the Hardin City contradicts the intent of proposed amendments of § 8-2-7(J);

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF HARDIN, MONTANA, Title 8, Chapter 2, Section 7(J) is amended as follows:

1. Section 8-2-7(J)(1) shall be amended by striking “roof down spouts,” from the first and second sentence.

Section 8-2-7(J)(1) shall be further amended by adding the following sentence at the end of subsection (J)(1) as follows: “No person shall make any connection of any roof down spout to a building sewer or drain that is connected directly or indirectly to the public sanitary sewer system, whatsoever.”

2. Section 8-2-7(J)(2) shall be struck in its entirety.
3. Section 8-2-7(J)(3) shall be struck in its entirety, which includes all 3 paragraphs of Subsection (3).
4. Section 8-2-7(J)(4) shall remain unchanged, but shall be renumbered as 8-2-7(J)(2).
5. Section 8-2-7(J)(5) shall be amended as follows:

- A. The dates in Subsection (5) shall be changed from “April 1, 2012” to “April 1, 2019”.
- B. Adding the words “sewer pump inspection and” between the words “of” and “compliance” in the first sentence of Subsection (5)
- C. By striking “of five dollars (\$5.00)” and replacing it with “set by resolution” and by striking “The five dollar (\$5.00) fee” and inserting “The fee set by resolution”.
- D. Subsection (5) shall be renumbered as 8-2-7(J)(3) so the entire section shall read as follows:

3. Owners shall have until April 1, 2019 to receive a certificate of sewer pump inspection and compliance from the Superintendent. All property that does not have a certificate of compliance by April 1, 2019, shall be subject to a monthly fee set by resolution until such time as the owner receives a certificate of compliance from the Superintendent. The fee set by resolution shall be assessed for the months of April through September of each year that a residence is not in compliance with this subsection J.

- 6. Section 8-2-7(J)(6) shall be amended as follows:

- A. The word “shall” shall be struck and replaced with “may”.
- B. Adding the sentence at the end of the subsection that states, “The maximum fines imposed per calendar year shall be no more than \$500 (five hundred dollars).”
- C. Subsection (6) shall be renumbered as 8-2-7(J)(4).

- 7. A new section shall be inserted as 8-2-7(J)(5) which shall read as follows:

5. If any new construction fails to follow the requirements of this Section, then the City may withhold the Certificate of Occupancy until the new construction has come into compliance with this Section.

- 8. Section 8-2-11 shall be struck in its entirety, and shall be replaced with the phrase: “Repealed.”

DATE OF EFFECT.

The amendment to this ordinance shall take effect and be in force thirty (30) days from the date of its second reading and passage by the City Council as required by law.

FIRST READING AND PASSAGE By a majority vote of the members present this 21st day of May, 2019.

YEAS 6

NAYS 0

[Signature]
Mayor

ATTEST:

[Signature]
City Clerk



POSTED AND MADE AVAILABLE TO THE PUBLIC this 23rd day of MAY, 2019.

[Signature]
City Clerk

SECOND READING AND PASSAGE By a majority vote of the members present this _____ day of _____, 2019.

YEAS _____

NAYS _____

Mayor

ATTEST:

City Clerk