

Town of Whitehall

County of Jefferson, State of Montana
Office of the Town Clerk
P.O. Box 529
Whitehall, MT 59759
Phone: 287-3972
Fax: 287-5088

RESOLUTION # 08-03

Be it resolved by the Council of the Town of Whitehall that the Council will begin the process of enhancing security & safety of the public water supply by taking the following action:

Whereas: EPA has set forth guidance that, in compliance with the Public Health Security & Bioterrorism Preparedness & Response Act of 2002, encourages public water supply's to perform vulnerability assessment of the water system;

Whereas: the Department of Justice/ State Homeland Security Grant Program has funds available to public water supply's to enhance the security and safety of the public water supply, and;

Whereas: the Midwest Assistance Program has agreed to assist the Council with the preparation and submission of the grant application;

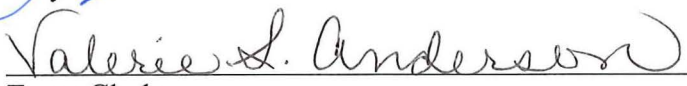
"Therefore be it resolved by the Council of the Town of Whitehall as follows:"

The Council deems it necessary to pursue the above mentioned funding and to engage in a program to protect the public water supply from intentional acts of contamination or disruption of service to the residents of Whitehall, Montana.

On June 23, 2003 at the council meeting of the Town of Whitehall the Council adopted and made effective this resolution.



Mayor



Town Clerk

Passed 5-0 with 1 member absent.

Town of Whitehall

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Office of the Town Clerk
P.O. Box 529
Whitehall, MT 59759
Phone: 287-3972
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Resolution 06-03


A resolution of the Town Council of the Town of Whitehall Montana, relating to the transfer of funds in the water, sewer, and garbage funds.

Be it resolved by the Town Council of the Town of Whitehall, County of Jefferson, State of Montana, the Operating cash in the water, sewer and garbage enterprises funds at year end be transferred to the Replacement and Depreciation fund. The Operating cash may not exceed two times the annual appropriations for that year.

Passed and Approved this 9th day of June, 2003.



Terry Ross, Mayor



Valerie S. Anderson, Clerk/Treasurer

DID NOT PASS 6-9-03

RESOLUTION 2003-1
TOWN CURFEW

WHEREAS: THE TOWN COUNCIL OF THE TOWN OF WHITEHALL IS IN THE PROCESS OF RE-CODIFYING THE ORDINANCES AND RULES FOR SAID TOWN AND

WHEREAS: THERE IS NOW ON THE BOOKS ORDINANCE TITLED CHAPTER 9.04 CONCERNING THE IMPOSITION OF A TOWN "CURFEW" AND THE PENALTIES THEREFORE, AND

WHEREAS: THIS ORDINANCE IS IN DIRECT VIOLATION OF THE U. S. CONSTITUTION AS LAID OUT IN THE FIRST AMENDMENT BY EXCLUDING THE RIGHTS OF PRIVACY, EQUAL PROTECTION OF THE LAWS, RIGHT TO DUE PROCESS, FREEDOM OF SPEECH, FREEDOM OF EXPRESSION, AND FREEDOM OF ASSEMBLY, AND AS SUCH VIOLATES THE PARENTAL RIGHTS OF PARENTS TO REAR THEIR CHILDREN FREE FROM UNWARRANTED GOVERNMENTAL INTRUSION. UNDER THE FOURTH AMENDMENT PROHIBITING THE UNWARRANTED, AND UNREASONABLE SEARCHES AND SEIZURES. AND UNDER THE FOURTEENTH AMENDMENT BY DEPRIVING TEENAGERS THEIR JUST LIBERTY WITHOUT DUE PROCESS. THIS ORDINANCE IN ITS EXISTANCE ASSUMES GUILT OF A YOUNG PERSON MERELY BY THEIR LOCATION AT A CERTAIN TIME OF DAY.

NO CITY OR TOWN COUNCIL COULD POSSIBLY FORESEE EVERY INSTANCE IN WHICH IT WOULD BE GOOD PUBLIC POLICY TO ALLOW AN EXCEPTION TO THE "CURFEW" LAW. THEREFORE, PARENTS SHOULD BE EMPOWERED TO MAKE THESE DECISIONS AND TO ASSERT THEIR RIGHT TO SET THEIR OWN CURFEWS FOR THEIR TEENS WITHOUT INTERFERENCE FROM THE GOVERNMENT AND SINCE GOVERNMENT CANNOT, AND

WHEREAS: CURFEWS SOUND LIKE TOUGH CRIME-FIGHTING TOOLS, AND THEY ARE CLEARLY NOT A SOLUTION TO THE PROBLEM, IF THERE BE ONE, OF JUVENILE CRIME. IN FACT, THIS TYPE OF LAW ONLY OFFERS A QUICK FIX AND CREATES A FALSE SENCE OF SECURITY. POLICE ALREADY HAVE THE RIGHT - AND THE DUTY - TO ARREST ANYONE COMMITTING A REAL CRIME. CURFEWS DON'T PUNISH YOUTHS WHO COMMIT REAL CRIMES AND THEY PUNISH YOUNG PEOPLE WHO AREN'T DOING ANYTHING WRONG. THE ANNUAL FBI CRIME REPORT FOR AN ENDING FISCAL YEAR SHOWS THAT THE MAJORITY OF JUVENILE CRIMES ARE COMMITTED BETWEEN THE PEAK HOURS OF 2 P.M. AND 6 P. M. TO BE MORE EFFECTIVE IN JUVENILE CRIME CONTROL, BETTER PATROL ROUTES AND MORE VISIBILITY IS OBVIOUSLY CALLED FOR AT PEAK PERIODS.

THEREFORE, BE IT RESOLVED THAT CHAPTER 9.04.010 THROUGH 9.04.040 BE REMOVED FROM THE TOWN CODE OF ORDINANCES, AND THE "CURFEW" BE ABOLISHED, AND AS

SCHOOL IS OUT FOR THE SUMMER, THAT THIS RESOLUTION BE TERMED AS EMERGENCY LEGISLATION AND PLACED ON ITS' PASSAGE.

RESPECTFULLY SUBMITTED
GLENN KIRKPATRICK,
COUNCILMAN, WARD ONE

WORKERS COMPENSATION PROGRAM RESOLUTION NO. 05-03

A RESOLUTION AUTHORIZING THE ADOPTION AND EXECUTION OF THE SECOND AMENDED REVISED AND RESTATED WORKERS' COMPENSATION RISK RETENTION PROGRAM AGREEMENT ENTERED INTO BETWEEN THE MONTANA MUNICIPAL INSURANCE AUTHORITY AND THE [CITY(TOWN) OF Whitehall] DATED as of DECEMBER 1, 2002; AND AUTHORIZING THAT THE ADOPTION AND EXECUTION OF ANY AMENDMENT THERETO MAY BE MADE BY MOTION.

Be it resolved by the Governing Body of Whitehall (the Participant) as follows:

Section 1. Authorization and Recitals.

1.01 The [City(Town)] of Whitehall is a Participant in the Workers' Compensation Risk Retention Program of the Montana Municipal Insurance Authority.

1.02 The Participant has previously adopted and executed the Original Revised and Restated Workers' Compensation Risk Retention Program Agreement dated as of October 1, 1990, between the Montana Municipal Insurance Authority and the Participant.

1.03 The Participant has also previously adopted and executed the First Amendment to the First Revised and Restated Workers' Compensation Risk Retention Program Agreement dated as of February 1, 1994 between the Montana Municipal Insurance Authority and the Participant.

1.04 The Participant is authorized by Section 2-9-211, Montana Code Annotated, and Title 7, Chapter II, Part I, Montana Code Annotated (the Interlocal Cooperation Act) to enter into agreements for the purpose of obtaining liability insurance in cooperation with other local governmental entities; and is thereby authorized to enter into such agreements as may be necessary to effect the purposes of those statutes.

1.05 The Montana Municipal Insurance Authority and the Participant, under Section 8.3 of the Original Revised and Restated Agreement, and the First Amendment to the First Revised and Restated Workers' Compensation Risk Retention Program Agreement dated as of February 1, 1994, reserved the right to amend such Agreement(s).

Section 2. Findings.

It is hereby found, determined, and declared that:

(a) The Workers' Compensation Risk Retention Program of the Montana Municipal Insurance Authority provides an immediate and long-term solution to the Participant's inability to obtain primary or excess workers' compensation insurance or reinsurance at

reasonable rates;

(b) it is in the best interest of the Participant to continue its participation in the Workers' Compensation Risk Retention Program and to this end the terms and conditions set forth in the Second Amended Revised and Restated Workers' Compensation Risk Retention Program Agreement dated as of December 1, 2002 are necessary, desirable and proper to achieve the goals of the Workers' Compensation Risk Retention Program, and the representations, covenants and recitals made therein by the Participant are true, valid and correct;

(c) it is in the best interest of the Participant and the Montana Municipal Insurance Authority to authorize the use of funds by the Authority to purchase, otherwise acquire, or participate in group or captive insurance, excess insurance or reinsurance programs.

Section 3. Authorization and Approval of the Second Amended Revised and Restated Workers' Compensation Risk Retention Program Agreement dated December 1, 2002.

The Participant hereby authorizes its continued participation in the Workers' Compensation Risk Retention Program and the execution the Second Amended Revised and Restated Workers' Compensation Risk Retention Program Agreement dated as of December 1, 2002.

Section 4. Authorization to Approve Future Amendments to the Program Agreement by Motion.

The Participant is hereby authorized to approve the adoption of any amendments to and execution of any amendments to the First Amendment to the First Revised and Restated Workers' Compensation Risk Retention Program Agreement dated as of February 1, 1994 or any successor Program Agreement thereto by motion duly made, seconded and approved.

Section 5. Effective Date.

This resolution shall become effective immediately upon its passage and approval, unless such resolution occurs after December 1, 2002. If this resolution occurs after December 1, 2002, this resolution shall be deemed retroactively effective on December 1, 2002.

Passed and approved by the Governing Body of the [City/Town] of , Montana. This 9th day of December, 2002.

ATTEST:


SECOND AMENDED REVISED AND RESTATED

**WORKERS' COMPENSATION RISK RETENTION PROGRAM
AGREEMENT**

December 1, 2002

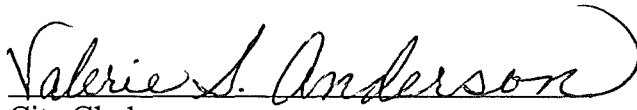
IN WITNESS WHEREOF, The Participants have caused this Agreement to be executed in their names by their duly authorized officers, as of the date first above written.

CITY OF Town of Whitehall

By  12-10-02
Terry Ross, Mayor

Its Mayor

ATTEST:


Valerie S. Anderson
City Clerk

Resolution 4-03
Policy Regarding Capitalization of Fixed Assets/Inventory
Town of Whitehall, Montana

The Town Council of the Town of Whitehall hereby establishes and adopts the following policy regarding capitalization of fixed assets and inventory.

Purposes:

- A. To establish the criteria for capitalizing a fixed asset for financial reporting purposes.
- B. To distinguish between maintenance costs, additions, betterments, and extraordinary reports and the treatment thereof for financial reporting purposes, and
- C. To facilitate and ensure the Town's compliance with the Montana Single Audit Act.

Applicability:

This policy is for financial reporting purposes, and in no way is to be construed as minimizing or superceding the Town's preexisting and ongoing commitment to maintaining inventory and physical control over all of the Town's fixed assets, including its smaller fixed assets regardless of size or value.

Definition of Fixed Assets:

A Fixed Asset is property that meets all of the following requirements;

- A. Must be tangible in nature; and
- B. Must have a useful life of longer than the current fiscal year; and be of relatively permanent nature.
- C. Must be of significant value.

Fixed assets may be acquired through donation, purchase, or self constructed.

- A. The asset value for a donated fixed assets the fair market value at the time of acceptance of the donation.
- B. The asset value for a purchased fixed asset is the initial cost plus the original cost of the old asset given up, plus all cost related to the placing of the asset into operation. When the original cost of the old asset is unknown, the secondhand market price of the old asset is to be used.
- C. The asset value for a self constructed asset is the cost of materials used and the cost of labor involved in the construction of the asset.

Capitalization Threshold for Fixed Assets:

Fixed Assets shall be capitalized at a threshold of \$5,000.00, and all other assets inventoried at a value of \$250.00 - \$4999.00.

Equipment and Machinery

Buildings

Land

Improvements other than Buildings

Infrastructure

All equipment and machinery assets will be marked with red numbered tags. A master list of all assets with tag numbers will be maintained in the Town Office. A physical inventory of all assets will be completed on an annual basis. All equipment and machinery, buildings, land, improvements other than buildings and infrastructure will be depreciated, with calculations based on a straight line method. The useful life of the assets will be as follows:

Equipment and Machinery	5-20 years
Buildings	20-50 years
Improvements other than Bldg.	10-50-years
Land	

Capitalization Guidelines

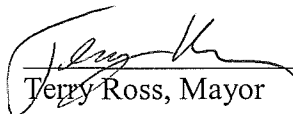
The distinction between maintenance costs versus additions and/or betterments and their respective treatment for purposes of capitalization of fixed assets are as follows:

- A. Maintenance costs are those expenditures which are necessary to keep an asset in its intended operating condition, but which do not materially increase the value or physical properties of the asset. Maintenance costs are never to be capitalized and should be charged against the appropriate expenditure account in the period current with the expenditure. (Examples: replacement of tires and oil and lube.)
- B. Additions refer to a physical extension of an existing asset or the acquisition of an entirely new asset which does not replace an existing asset. Additions should be capitalized at cost when acquired or when construction is completed, provided they are of tangible nature, have a useful life of greater than one year, and are of significant value.
- C. Betterments exist when a part of an existing asset is replaced by another, and the replacement provides a significant increase in the life or value of the asset. The amount to be capitalized when betterment is determined should be the difference between the cost of the new asset and the cost of the asset which it replaces.
- D. Extraordinary repairs are those necessary costs related to the repair of a substantial part of an asset. If adequate records are maintained or where depreciation is not a factor, the cost of the replaced parts should be moved from the asset account, along with any depreciation and the new parts added to the asset account inclusive of the entire cost related to repairs. If depreciation has been used and there are inadequate records, than a charging of the entire cost of repair to the accumulated depreciation account is acceptable.

Effective Date:

This policy shall be effective upon approval and adoption, but is subject to modification or repeal by the Town Council at any time and at its sole prerogative.

Approved and adopted this 12 day of May, 2003.



Terry Ross, Mayor



Terry F. Kelly, Council President

LIABILITY PROGRAM RESOLUTION NO. 04-03

A RESOLUTION AUTHORIZING THE ADOPTION AND EXECUTION OF THE SECOND AMENDED AND RESTATED LIABILITY INSURANCE COVERAGE PROGRAM AGREEMENT ENTERED INTO BETWEEN THE MONTANA MUNICIPAL INSURANCE AUTHORITY AND THE [CITY/TOWN] OF Whitehall DATED as of DECEMBER 1, 2002; AND AUTHORIZING THAT THE ADOPTION AND EXECUTION OF ANY AMENDMENT THERETO MAY BE MADE BY MOTION.

Be it resolved by the Governing Body of Whitehall (the Participant) as follows:

Section 1. Authorization and Recitals.

1.01 The [City/Town] of Whitehall is a Participant in the Liability Risk Retention Program of the Montana Municipal Insurance Authority.

1.02 The Participant has previously adopted and executed the Liability Insurance Coverage Program Agreement dated as of August 15, 1986, between the Montana Municipal Insurance Authority and the Participant.

1.03 The Participant has also previously adopted and executed the First Amended and Restated Liability Insurance Coverage Program Agreement dated as of July 1, 1993 between the Montana Municipal Insurance Authority and the Participant.

1.04 The Participant is authorized by Section 2-9-211, Montana Code Annotated, and Title 7, Chapter 11, Part 1, Montana Code Annotated (the Interlocal Cooperation Act) to enter into agreements for the purpose of obtaining liability insurance in cooperation with other local governmental entities; and is thereby authorized to enter into such agreements as may be necessary to effect the purposes of those statutes.

1.05 The Montana Municipal Insurance Authority and the Participant, under Section 8.3 of the First Amended and Restated Liability Insurance Coverage Program Agreement, reserved the right to amend such Agreement.

Section 2. Findings.

It is hereby found, determined, and declared that:

(a) The Liability Risk Retention Program of the Montana Municipal Insurance Authority provides an immediate and long-term solution to the Participant's inability to obtain primary or excess general liability insurance or reinsurance at reasonable rates;

(b) it is in the best interest of the Participant to continue its participation in the

Liability Risk Retention Program and to this end the terms and conditions set forth in the Second Amended and Restated Liability Program Agreement dated as of December 1, 2002 are necessary, desirable and proper to achieve the goals of the Liability Risk Retention Program, and the representations, covenants and recitals made therein by the Participant are true, valid and correct;

(c) it is in the best interest of the Participant and the Montana Municipal Insurance Authority to authorize the use of funds by the Authority to purchase, otherwise acquire, or participate in group or captive liability insurance, excess insurance or reinsurance programs.

Section 3. Authorization and Approval of the Second Amended and Restated Liability Program Agreement dated December 1, 2002.

The Participant hereby authorizes its continued participation in the Liability Risk Retention Program and the execution the Second Amended and Restated Liability Program Agreement dated as of December 1, 2002.

Section 4. Authorization to Approve Future Amendments to the Program Agreement by Motion.

The Participant is hereby authorized to approve the adoption of any amendments to and execution of any amendments to the First Amended and Restated Liability Program Agreement dated July 1, 1993 or any successor Program Agreement thereto by motion duly made, seconded and approved.

Section 5. Effective Date.

This resolution shall become effective immediately upon its passage and approval, unless such resolution occurs after December 1, 2002. If this resolution occurs after December 1, 2002, this resolution shall be deemed retroactively effective on December 1, 2002.

Passed and approved by the Governing Body of the [City Town] of , Montana. This 9th day of December, 2002.

ATTEST:

SECOND AMENDED AND RESTATED
LIABILITY INSURANCE COVERAGE PROGRAM AGREEMENT

December 1, 2002


IN WITNESS WHEREOF, The Participants have caused this Agreement to be executed in their names by their duly authorized officers, as of the date first above written.

CITY OF Town of Whitehall

By 
Terry Ross

Its Mayor 12-10-02

ATTEST:


City Clerk

Resolution No. 03-03

Resolution to re-organize the Facility Use Board

Whereas the Town of Whitehall, known as 'The Town', has entered into an agreement with the Board of Commissioners of Jefferson County, known as 'The County', of the Great State of Montana of the United States of America for the lease of the Whitehall Recreation Complex, known as 'The Complex', formerly known as the Whitehall Rodeo Grounds;

Whereas this lease between the Town and the County, is entered into for the sum of one dollar (\$1.00US) per year renewable on a yearly basis;

Whereas it is The Town's desire to promote and provide the use of this recreation area for benefit of the youth, as well as the adults, of the Town and the surrounding community;

Whereas it is the Town's desire to reorganize the Facility Use Board into the Whitehall Recreation Complex Board, known as 'The Board' to include representatives from follow organisations;

1. One (1) Member each from the following user organisations;
 - a. The Rodeo/Saddle Club
 - b. The Whitehall Softball League
 - c. The Whitehall Baseball/Little League
2. Two (2) Member 'at large' from the Town
3. One (1) member 'at large' from the surrounding area (out of town limits)
4. One (1) member from the Town Council

Whereas this will cause to effect a 7, or more as new activities are added, member board that will over see the management of the Sports Complex as defined in the bylaws/rules presented below;

1. The board shall consist of the seven members listed above with each member having the choice to appoint or not to appoint an alternate to act in their stead.
2. The Board shall work together in an impartial manner in all facets of The Complex management

3. In the event another sports activity is added to the complex, that activity will select a member for the board to be appointed by the council
4. The members of the board will have the responsibility of managing The Complex with the following, but not limited to, responsibilities;
 - a. Scheduling of all activities at The Complex
 - b. Over-seeing the day to day operations of The Complex covering the following;
 - 1a. Restroom Maintenance
 - 2a. Concession Area Maintenance
 - 3a. Grounds Maintenance including, but not limited to, the ball fields, the rodeo grounds, the entrances and exit
 - 4a. Traffic control and parking during events
5. All use fees and security/maintenance/cleaning deposits will be processed by The Town.
6. All fees, security and cleaning deposit amounts will be set by the board with final approval by the Town.
7. Members shall be appointed by the Mayor with the advice and consent of the council for a period of two years on an alternating basis starting with even number appointees serving a two year and the odd number appointees serving a one year term. Member may re-apply when their term expires. If there is more than one applicant, the Town Council will recommend, with advice from The Board, the appointment of the new member.
8. All users of the The Complex will be required to provide proof of insurance in an amount to be determined by the The Council before any event.
9. Users of the Facilities will be responsible to provide security and traffic control in The Complex during the event.
10. The town will assume no responsibility for, but not limited to, fire, theft, personal injuries, during the events.

11. All events above and beyond the events listed will need prior approval of the Town.

12. Listed events;

- a. Baseball events pertaining to Whitehall Little League
- b. Softball events pertaining to Whitehall Softball League
- c. Rodeo events pertaining to the Whitehall Rodeo/Saddle Club

13. All major constructions, renovations, alterations, etc., to the Complex will be brought before The Board for tentative approval with final approval to be given by the Town Council.

14. The Board shall meet at least once per quarter. Preferably early in the early year and spring if scheduling dictates.

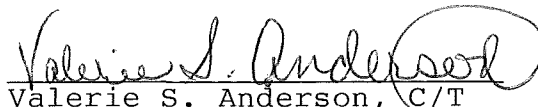
15. At the First (1st) meeting of each year the board shall elect a Chairperson and a Vice-Chairperson. The Chairperson will preside over all meetings. In the event the Chairperson is not available the Vice-chair will assume the Chairs position for that meeting.

16. A master schedule of events shall be kept at the Town Hall and shall be updated as needed by the chair of a duly appointed representative.

17. The board or a duly appointed representative will inspect the facilities before and after each to use to verify compliance with the use agreement. Inspection shall include, inventories of the condition of the grounds, buildings, etc. Any abnormalities, damages, or other anomalies, shall be reported to the board and the Town before and after each use.

Adopted this 12 day of November, 2002.


Terry Ross, Mayor


Valerie S. Anderson, C/T

Property & Supply Bureau
Surplus Property Programs
P O Box 200137
Helena, MT 59620-0137
(06) 495-6016

RESOLUTION

BE IT RESOLVED THAT: Town of Whitehall
(Print Legal Name of Applicant Organization)

STREET ADDRESS: 2 North Whitehall Street City: Whitehall, MT MT 59759

MAILING ADDRESS: PO Box 529 City: Whitehall, MT MT 59759

PHONE NUMBER: 287-3972 FAX NUMBER: 287-5088

E-MAIL ADDRESS: NONE

by its Governing Board (or) by the Chief Administration Officer, if not governed by a board, shall obligate the Applicant and its funds to the extent necessary to comply with the TERMS and CONDITIONS listed on the reverse side of this form. The employee(s) whose name(s) and signature(s) appears on this document is (are) authorized to acquire federal surplus property from the State of Montana, Property & Supply Bureau for the above Applicant.

BE IT FURTHER RESOLVED THAT this certified copy of the Resolution shall be submitted to the State of Montana, Property & Supply Bureau and the same remain in effect until written notice is given to the Property & Supply Bureau to change or rescind said Resolution.

CERTIFICATION: I, Terry Ross hereby certify that I am the
(Chairman of the Board (or) Administrative Officer)

Mayor of the Town of Whitehall
(Title) (Full Legal Name of Governing Board)

of the above applicant that the foregoing is

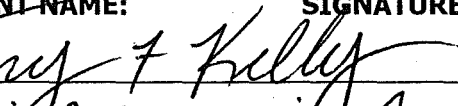
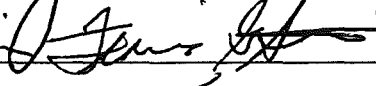
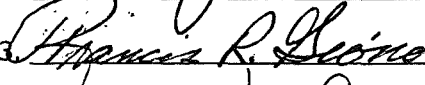
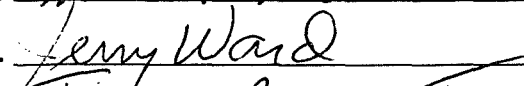
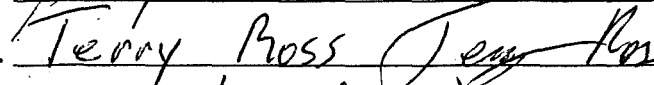
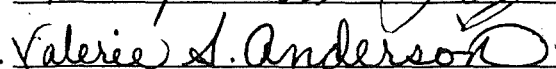
- (1) a true and correct copy of the Resolution adopted by the vote of the majority of said board present at a duly-convened
- (2) meeting of the said board on the 15 day of October, 2002 at which a quorum was present.

OR

- (2) an executive action taken by me on the _____ day of _____, 2002.

SIGNATURE: 
(Chairman of the Board (or) Administrative Officer)

AUTHORIZED AGENTS AND THEIR SIGNATURES (required)

TYPE OR PRINT NAME:	SIGNATURE	DEPARTMENT:	Bulletin Mailing
1. <u>Terry F. Kelly</u>	<u></u>	<u>Terry F. Kelly</u>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
2. <u>Francine Giono Stevens</u>	<u></u>		<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
3. <u>Francis R. Giono</u>	<u></u>	<u>Francis R. Giono</u>	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
4. <u>Jerry Ward</u>	<u></u>	<u>Jerry Ward</u>	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
5. <u>Terry Ross</u>	<u></u>		<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
6. <u>Valerie S. Anderson</u>	<u></u>	<u>Valerie S. Anderson</u>	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no

FEDERAL SURPLUS PROPERTY TERMS AND CONDITIONS

(A) THE DONEE CERTIFIES THAT:

1. It is the public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.

If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residence of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the state, except with prior approval of the state agency.

3. Funds are available to pay all costs and charges incident to donation.

4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964; Title VI, Section 606, of the Federal Property and Administrative Services Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and Section 303 of the Age Discrimination Act of 1975, as amended.

(B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

1. All such items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the state agency and, at the donee's expense, return such property to the state agency, or otherwise make the property available for transfer or disposal by the state agency, provided the property is still usable as determined by the state agency.

2. Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.

3. In the event the property is not so used or handled as required by (B)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(C) DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

1. The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon on which the state agency designates a further period of restriction.

3. In the event the property is not used as required by (C)(1) and (2) and federal restrictions (B)(1) and (2) have expired then title and right to the possession of such property shall at the option of the state agency revert to the State of Montana and the donee shall release such property to such person as the state agency shall direct.

(D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

1. From the date it receives the property listed hereon and through the period(s) of time the conditions imposed (B) and (C) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the state, without the prior approval of GSA under (B) or the state agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the state agency, shall be remitted promptly by the donee to GSA or the state agency, as the case may be.

2. In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, without the prior approval of GSA or the state agency, the donee at the option of GSA or the state agency, shall pay to GSA or the state agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the state agency.

3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, and of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the state agency, and shall, as directed by the state agency, return the property to the state agency, release the property to another donee or another state agency or a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the state agency.

4. The donee shall make reports to the state agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the state agency.

5. At the option of the state agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations, and restrictions pertinent in (D) by payment of an amount as determined by the state agency.

(E) THE DONEE AGREES TO THE FOLLOWING CONDITION, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

1. The property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.

2. Where a donee carries insurance against damages to the loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the state agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donee items.

(F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED.

1. The donation shall be subject to other terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

3) IN ADDITION TO AT ANY OTHER REMEDIES AVAILABLE TO THE DEPARTMENT OR TO THE STATE AGENCY, SAID AGENCY SHALL HAVE THE RIGHT AND AUTHORITY TO WITHHOLD FURTHER TRANSFERS OF GOVERNMENT SURPLUS PROPERTY TO OUR INSTITUTION IF WE FAIL AT ANY TIME TO (A) ABIDE BY THE ABOVE TERMS AND CONDITIONS AND (B) PROMPTLY PAY JUST SERVICE AND HANDLING CHARGE FEES ASSESSED BY THE STATE AGENCY.

PROPERTY and SUPPLY BUREAU
Federal Surplus Property Program
930 Lyndale Avenue
Helena, Mt. 59620-0137
Phone (406) 495-6016

STATE OF MONTANA

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; SECTION 606 OF TITLE
VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF
1949, AS AMENDED; SECTION 504 OF THE REHABILITATION ACT OF
1973, AS AMENDED; TITLE IX OF THE EDUCATION AMENDMENTS
OF 1972, AS AMENDED; AND SECTION 303 OF THE AGE
DISCRIMINATION ACT OF 1975, AS AMENDED.

Town of Whitehall

(Full legal name of applicant organization (hereafter called the donee))

hereby agrees that the program for or connection with any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 1016.2) issued under the provisions of title VI of the Civil Rights Act of 1964, as amended, Section 606 Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended and Section 303 of the Age Discrimination Act of 1974, as amended, to the end that no person in the United States shall on the grounds of race, color, sex, age, national origin, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and Hereby Gives Assurance That it will immediately take any measure necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

DATED: 10-16-02

BY: 
(Chairman of the Board (OR) Chief Administrative Officer)

RESOLUTION 2-03

A resolution supporting the Headwaters Resource Conservation and Development (RC&D) Economic Development District

WHEREAS, Town of Whitehall is an active member of the Headwaters RC&D/Economic Development District, and

WHEREAS, the Headwaters RC&D/Economic Development District comprises eight counties and their municipalities, including Anaconda-Deer Lodge, Beaverhead, Broadwater, Butte-Silver Bow, Granite, Jefferson, Madison and Powell which work together for the common good of the area; and

WHEREAS, the Headwaters RC&D/Economic Development District has adopted and approved a Comprehensive Economic Development Strategy for the eight county area; and

NOW THEREFORE, be it resolved that Town of Whitehall formally acknowledges their continued need for regional economic development and planning through the Headwaters RC&D/Economic Development District and the eight county areas Comprehensive Economic Development Strategy.

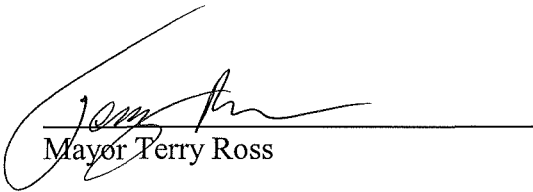
Adopted this 12 day of August, 2002.

RESOLUTION 1-03

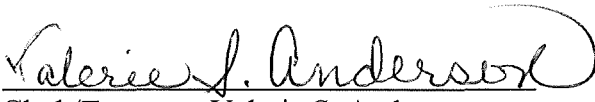
A resolution of the Town Council of the Town of Whitehall, Montana relating to the approval of the 2002 - 2003 final budget.

BE IT RESOLVED by the Town Council of the Town of Whitehall, County of Jefferson, State of Montana, that the Town Council approves the 2002/2003 final budget in the estimated amount of Three Hundred Twenty Three Thousand Seven Hundred Fifth Dollars and no cents (323,750.00).

PASSED AND APPROVED THIS 12th DAY OF AUGUST, 2002.



Mayor Perry Ross



Clerk/Treasurer Valerie S. Anderson

Resolution 2002-3

Whereas: The Town of Whitehall does not have a full verified inventory, it is essential that the town have a complete verified inventory.

Therefore: Be it resolved that upon passage of this resolution the Mayor Will instruct all department heads to complete a full inventory Of all town equipment and property.

This inventory will be completed by each department.

1. Town Office
2. Public Works
3. Police
4. Police Dispatch
5. Fire Department
6. Ambulances

RESOLUTION 2-02

The Town of Whitehall, Montana, hereby resolves to endorse and designate Whitehall Chamber of Commerce as the lead organization for Whitehall, Montana, in the MONTANA CERTIFIED COMMUNITY PROGRAM and authorizes it to carry out the duties associated with the program on behalf of the community. The Council pledges to lead its support to the Whitehall Chamber of Commerce in this endeavor.

Passed and Adopted this 11th day of February

Signature: _____

Tom Pen
Mayor

Attest: _____

Valerie S. Anderson
Clerk/Treasurer

MONTANA CERTIFIED COMMUNITIES



*AN ACTIVE NETWORK OF TRAINED COMMUNITIES PREPARED TO RESPOND
TO ECONOMIC DEVELOPMENT OPPORTUNITIES*

A public/private partnership administered by Montana Department of Commerce Economic Development Division,
Montana Economic Development Association and Montana Rural Development Partners, Inc.

Montana Certified Communities Program Authorizing Resolution

The (City, County or Tribal Government) of Town of Whitehall,
(Name of City, County or Tribal Government)

Montana, hereby resolves to endorse the Whitehall Chamber of Commerce
(Name of Local Development Organization)

as the Certified Community lead development organization for Whitehall,
(Name of City, County or Tribal Government)

which has been designated as a Montana Certified Community. The (City, County or

Tribal Government) of Town of Whitehall authorizes the
(Name of City, County or Tribal Government)

Chamber to complete and maintain certification
(Name of Local Development Organization)

requirements on behalf of the community. We will voluntarily comply with the certification requirements established by the Montana Certified Communities Program in exchange for preferential information, referrals, grant funds and other incentives from the Montana Department of Commerce.

We pledge to cooperate in achieving the requirements, which will entitle our community to be certified for three years.

Passed and adopted the 29 day of January, 2002

Authorizing Signature: [Signature]
(Mayor/Chairman of County Commission, Tribal Council Leader)