

Minutes of Business Meeting
August 13, 2014 – 2:00 p.m.
Fergus County Commissioners
Sheriff's Complex Basement Conference Room
Lewistown, MT 59457

Present: Presiding Officer Ken Ronish, Commissioner Carl Seilstad, Commissioner Sandra Youngbauer, and Deputy Clerk and Recorder Renee Sanofsky. Public present: See attached list.

CALL TO ORDER:

Presiding Officer Ronish called the meeting to order at 2:00 p.m. He announced the agenda will be amended to correct "open business meeting" to read "business meeting". He also added the time of 2:00 p.m. to the August 21, 2014 meeting.

APPROVAL OF MINUTES:

Presiding Officer Ronish asked for corrections or alterations to the July 28, 2014 minutes. Commissioner Seilstad pointed out that "the Friends of the Library" should read "the Friends of the Pool". Commissioner Ronish indicated that if there were no further alterations or corrections to the minutes they will stand approved as corrected and they will be on file with the Clerk & Recorder and are on the Fergus County website.

PUBLIC HEARING: None

PUBLIC COMMENT ON AGENDA ITEMS: Dee Boyce indicated that he would like to comment later in the meeting.

ANNOUNCEMENTS/REPORTS:

1. There is a Fair Board opening and the appointment will be made at the August 20th meeting.

BID OPENING: None

DISCUSSION/ACTION ITEMS:

- 1) Approval of Bi-Monthly Claims: Commissioner Seilstad moved to approve the bi-monthly claims. Commissioner Youngbauer seconded. Passed unanimously.
- 2) Consideration of Inter-local Agreement with Lewistown: Commissioner Seilstad made a motion to approve the Agreement, Commissioner Youngbauer seconded, no discussion, passed unanimously.
- 3) Central Montana Parks and Recreation District Proposal and Resolution: Commissioner Seilstad made a motion to approve, Commissioner Youngbauer seconded. Commissioner Seilstad read the resolution to the public in attendance.
 - Dee Boyce complimented the Board of Commissioners for the work involved.
 - Guy Maberry questioned the amounts \$1,756,000 vs. \$1,456,000. The difference was because of the \$300,000 from the Friends of the Pool.
 - Scott Seilstad stated that the resolution only mentioned the funding amount and not donations.
 - Jerry Hanley stated that the minutes were unclear and he needed clarification on the amounts for his constituents.
 - Gary Barta asked for clarification on "households" regarding residential housing units and commercial buildings with housing units above them. Commissioner Seilstad responded that the

“wording” in the resolution was based on the DOR definitions of households and that Georgene Wild with the DOR was going to need more time to work out this issue of households.

- Kevin Myhre thanked the Commissioners for their hard work on this project. He also asked for clarification about households, apartments and nursing homes.
 - Commissioner Seilstad reiterated that the appointed board for this project would have to work through all these issues and that they would need to work with the City.
 - Barb Thomas clarified the monies that were mentioned in the minutes. She stated that the \$300,000.00 was collected from donations and fund raisers and could be used for anything regarding the pool whether for the existing pool or for new construction and that the other \$200,000.00 was mainly a donation from Duffy Naylor and could only be used for certain things, this money is held in a Central Montana Foundation endowment account.
 - Don Danell stated that the proposal sounds great but asked if it could be called something other than a district as he feels people are afraid of the word “district”.
 - Scott Seilstad stated that the advantages to a district are that it is a way to set up capital funds for projects such as this.
 - Guy Maberry asked if the \$35.00 per year fee could be paid off all at once and not over 20 years, the commissioners did not know the answer and said to contact Georgene at DOR. He also wanted to know if the fee was tax deductible.
 - Scott Seilstad addressed Kevin’s question about the households vs. housing units.
 - Commissioner Youngbauer asked that a change be made to the Resolution: strike “County” from Fergus County High School District and just have it read “Fergus High School District”. Commissioner Seilstad also made a change: Page 2 and 3 #5. It should read: The proposed special district will be administered by an appointed board of the residents living within the district. Commissioner Seilstad voted nay on the 1st motion to approve and made the amendments and another motion to approve the resolution with the amendments, Commissioner Youngbauer seconded the motion. Passed unanimously.
 - Commissioner Youngbauer wanted to make it a matter of record that the residents of Grass Range are not in favor of a park district.
- 4) Consideration of Peccia contract and Task Orders for the Fairgrounds Sewer and Water Project: Commissioner Youngbauer made a motion to table, commissioner Seilstad seconded.
- Gene Meier voiced concerns about item J of the agreement, which states: Engineer makes no warranties, expressed or implied under this agreement or otherwise in connection with engineer’s services. Gene stated that the engineers needed to be held responsible for any errors they create.
 - Kevin Myhre recommended that it would be beneficial for Tom Meissner to look at this agreement again.

APPOINTMENTS: None

PUBLIC INPUT:

Scott Seilstad mentioned that the County website regarding meetings was incorrect and it needed to be fixed and going forward if meetings were changed, the website needed to be updated as soon as possible.

OTHER BUSINESS: None

NEXT MEETING DATES:

August 20, 2014 – 5:15 p.m.
Wednesday

Monthly Meeting

Fergus County Commissioners
712 W Main Street, Suite 210
Lewistown, MT 59457

August 21, 2014 – 2:00 p.m.
Thursday

Prelim Budget Hearing

Fergus Co Commissioners Office
712 W Main Street, Suite 210
Lewistown, MT 59457

August 25, 2014 – 2:00 p.m.
Monday

Business Meeting

Fergus Co Commissioners Office
712 W Main Street, Suite 210
Lewistown, MT 59457

September 4, 2014-2:00 p.m.
Thursday

Final Budget Meeting

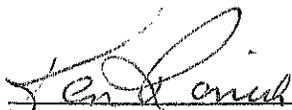
Fergus Co Commissioners Office
712 W Main Street, Suite 210
Lewistown, MT 59457

September 10, 2014-2:00 p.m.
Wednesday

Business Meeting

Fergus Co Commissioners Office
712 W Main Street, Suite 210
Lewistown, MT 59457

Reminder: Agenda items are due to the Commissioners 10 days prior to the meeting.



Ken Ronish, Presiding Officer

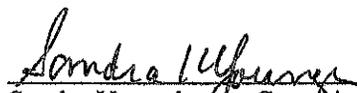


Carl Seilstad, Commissioner

Attest:



Rana J. Wichman, Clerk & Recorder



Sandra Youngbauer, Commissioner

Fergus County Public Meeting
Attendance Roster

Meeting Date: 8/13/14

Public Comment?
Yes No

Name	Address	Yes	No
Scott M. Seiksta	Denton	X	
Harvey Nyberg	Lut		X
Thene Merer	LWT		X
Lyle Gornitz	Po Box 3 Lewistown		X
Bertie Brown	P. O Box 371 Lewisville		X
Donna Garrison	468 Pine View		X
Island Garrison	"		X
Reedey Hanger	54 Best Jack Ln		X
Teresa & Noah Majerus	6629 Cottonwood Creek		X
Paul Coonien	513 BIG SKY LN		X
Dee Boy	Lewistown	X	
Jerry Stanley	Maiden		
Bygones	Hlg w mt	X	
Thyself	117 Park Str		X
Tom Johnson	B	X	
Joy Best	1463 Red Hill Rd	X	
Walter Smith	969 H St		X
Jennife Denton	1738 Meadow Brook Dr.		
Jim Francis	614 VIRGINIA		
Ann Tuss	102 Shrubbery Ck Lane		X
Alice Green	3752 Salt Creek Rd		

AGENDA

Board of Fergus County Commissioners
Open Business Meeting – August 13, 2014- 2:00P.M.
Fergus County Sheriff's Office
Basement Conference Room
Lewistown, MT 59457

TENTATIVE AGENDA

Approval of the July 28, 2014 Meeting Minutes

PUBLIC HEARING:

PUBLIC COMMENT ON AGENDA ITEMS:

ANNOUNCEMENTS/REPORTS:

BID OPENING:

DISCUSSION/ACTION ITEMS:

1. Approval of Claims 8-12-2014
2. Consideration of Inter-local Agreement with Lewistown; regarding fairgrounds water and sewer project
3. Central Montana Parks and Recreation District Proposal and Resolution
4. Consideration of Peccia Contract and Task Orders for the Fairgrounds Sewer and Water Project

APPOINTMENTS:

PUBLIC INPUT:

OTHER BUSINESS:

NEXT MEETING DATES:

August 20, 2014 Wednesday-5:15PM	Open Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457
August 21, 2014 Thursday	Special Budget Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457
August 25, 2014 Monday—2:00PM	Business Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457
September 4, 2014 Thursday—2:00PM	Special Budget Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457
September 10, 2014 Wednesday—2:00PM	Business Meeting	Fergus County Commissioners 712 W. Main St., Suite 210 Lewistown, MT 59457

REMINDER: Agenda items are due to the Commissioners 10 days prior to the meeting.

Minutes of Open Meeting
July 28, 2014 – 2:00 p.m.
Fergus County Commissioners
712 W. Main St., Suite 210
Lewistown, MT 59457

Present: Presiding Officer Ken Ronish, Commissioner Sandra Youngbauer, Commissioner Seilstad and Rana J. Wichman, Clerk & Recorder. Public present: See attached list.

CALL TO ORDER:

Presiding Officer Ronish called the meeting to order at 2:00 p.m. He announced the agenda will be amended to add the Roy Shop Bid Opening Results as No. 1 under the Discussion/Action Items.

APPROVAL OF MINUTES:

Commissioner Ronish asked for alterations or corrections to the July 20, 2014 minutes. Commissioner Youngbauer pointed out a typo. Commissioner Ronish indicated that if there were no further alterations or corrections to the minutes for May 21, 2014, they will stand approved as corrected and they will be on file with the Clerk and Recorder and on the Fergus County website.

PUBLIC HEARING: None

PUBLIC COMMENT ON AGENDA ITEMS:

Scott Seilstad spoke as a representative of the Fergus County Community Council. He indicated the Council met on 7/21/2014. The attached "Advisement Transmittal Documentation" is what they came up with to present to the Commissioners. Commissioner Seilstad asked for clarification of the donation amount from Friends of the Pool. They reported that the Friends of the Library have indicated they will donate \$300,000.00. There is a private donation of \$200,000.00 in the same account that is earmarked strictly for the pool.

Guy Maberry indicated the \$12,000.00 in option 3 on the Advisement Transmittal Document should not be there. That was an error on his part. Maberry also stated that \$20,000.00 was an average capital improvement over the past five years. Myhre asked why this didn't include upkeep on the Civic Center and Maberry commented that he didn't feel good maintenance is now being done so there is no need to add this in.

Commissioner Ronish stated that any further comments could be made during the Discussion/Action Items part of the meeting.

ANNOUNCEMENTS & REPORTS:

Commissioner Ronish indicated there is an opening on the Fair Board that will be filled on 8/20/2014.

BID OPENINGS:

- ◆ Roy Shop Bid Openings:
 - a) Outback Construction – Acknowledged Addendum #1 & #2, Bid Bond Enclosed, & Bid signed: \$348,000.00;
 - b) Fisher Construction – Acknowledged Addendum #1 & #2, Bid Bond Enclosed, & Bid signed: \$499,700.00;
 - c) AV Construction – Acknowledged Addendum #1 & #2, Bid Bond Enclosed, & Bid Signed: \$310,620.00;
 - d) R&R Taylor – Bid not opened because it was not complete.

DISCUSSION/ACTION ITEMS:

- 1) Roy Shop Bid Openings: Commissioner Seilstad moved to award the bid for the Roy Shop based on the engineer's recommendations. Commissioner Youngbauer seconded. Passed unanimously.
 - 2) Approval of Claims 7/28/2014: Commissioner Youngbauer moved to approve the 7/28/2014 claims. Commissioner Seilstad seconded. Passed unanimously.
 - 3) Amendment for the Badger Hills Subdivision covenants: County Planner Pam Vosen presented this information and any documentation is on file in her office. Commissioner Seilstad moved to approve the amendments to the covenants as presented. Commissioner Youngbauer seconded. Passed unanimously.
 - 4) Consideration of a Central Montana Parks and Recreation District Resolution: Commissioner Seilstad moved to take the community's testimony under advisement until one of the next meetings. Commissioner Youngbauer seconded.
- ◆ Lyle Gorman stated he feels the outlying areas should have the opportunity to vote on the proposed park district.

- ◆ Kevin Myhre stated that the boundary lines seem to be the big question. He asked why the Community Council disregarded the Park Committee's recommendations. Jo Shipman, representative of the Community Council, stated that for the most part they are not fair to the rural residents.
- ◆ Bill Berg from the Park Committee stated that there have been some great ideas put on the board. He asked that the Commissioners consider this and don't put something on the ballot that is destined to fail.
- ◆ Jerry Hanley, representative of the Community Council, stated that the pool needs to be rebuilt. He feels that if this is put out Countywide without a large increase in taxes it might pass. If you put in the capital improvements to the Civic Center and \$12,000.00 annually to the outlying areas it is a good package.
- ◆ Commissioner Ronish stated that nobody is against the pool. Funding is the big question.
- ◆ Commissioner Seilstad asked Kevin Myhre about the Civic Center. He said that all along the topic was the pool, and very little has been said about the Civic Center. He asked if it was necessary to include the Civic Center. Myhre stated that the Civic Center is equally important. Commissioner Seilstad commented that if there is outside money coming in for the pool it will free up money for the Civic Center. Myhre indicated that is not the solution. He said the funding is still not equitable.
- ◆ Terry Gill stated that we don't have to follow old archaic thoughts. He said people live in houses and that should mean we go with a household fee.
- ◆ Scott Seilstad stated that this whole pool problem has been around for awhile. When it was looked at a few years back the economy was too bad to support it.
There was a vote on the motion on the floor and it passed unanimously. The next meeting on this topic is 8/13/2014 at 2:00 p.m.

APPOINTMENTS: None.

PUBLIC INPUT: None

OTHER BUSINESS: None

NEXT MEETING DATES:

August 13, 2014 Wednesday - 2:00 p.m.	Business Meeting	Fergus County Commissioners 712 W. Main St. Lewistown, MT 59457
August 20, 2014 Wednesday - 5:15 p.m.	Open Meeting	Fergus County Commissioners 712 W. Main St. Lewistown, MT 59457
August 25, 2014 Monday - 2:00 p.m.	Business Meeting	Fergus County Commissioners 712 W. Main St. Lewistown, MT 59457

FERGUS COUNTY COMMISSIONERS

Ken Ronish, Presiding Officer

Carl Seilstad, Commissioner

Attest:

Sandra Youngbauer, Commissioner

Rana J. Wichman, Clerk & Recorder

FERGUS COUNTY VOUCHER

Voucher No: 1007

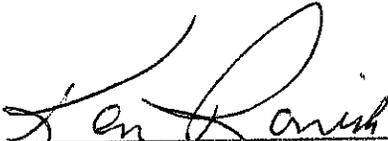
Voucher Date: 08/10/2014

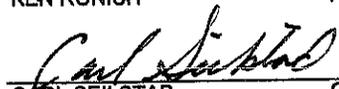
Prepared By:

Printed: 08/07/2014 11:57:31 AM

FERGUS COUNTY is hereby authorized to draw warrants against FERGUS COUNTY funds for the sum of \$211,867.87 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.


KEN RONISH PRESIDING OFFICER


CARL SEILSTAD COMMISSIONER

SANDRA YOUNGBAUER COMMISSIONER

FERGUS COUNTY

Fund		Amount
1000	GEN	\$22,835.61
2110	ROAD	\$19,615.91
2140	WEED	\$20,167.45
2160	FAIR	\$21,298.85
2180	DT/CRT	\$450.00
2250	PLAN	\$331.16
2272	CMHD	\$477.42
2274	EMP/R	\$564.64
2290	EXT SERV	\$330.36
2395	COMPUTER	\$1,607.82
2420	GAS TAX	\$20,307.28
2830	JUNK VEHICLE	\$2,326.31
2900	PILT	\$30,956.00
2917	VICTIMS	\$100.00
2972	F PLAN	\$4,427.04
2973	MCH NURSES	\$1,514.20
4110	AIRPORT CAPITAL IMPROVEMENTS	\$52,923.07
5610	ARPT	\$11,634.75
		\$211,867.87

FERGUS COUNTY
CLAIMS
8-10-2014

Invoice	Inv. Date	Vendor	Detail Line Description	Account	Total
972836209	7/29/2014	VERIZON WIRELESS	GEN COMM TELEPHONE	1000.000.001.410101.345	\$497.89
			COMMISSIONERS		\$497.89
JUL Y 2014 6176800	8/1/2014	MID-RIVERS TELEPHONE	GEN COUNTYWIDE TELEPHONE	1000.000.002.411200.345	\$83.34
JUL Y 2014 6553200	8/1/2014	MID-RIVERS TELEPHONE	GEN COUNTYWIDE TELEPHONE	1000.000.002.411200.345	\$1,126.71
JUL Y 2014 6574500	8/1/2014	MID-RIVERS TELEPHONE	GEN COUNTYWIDE TELEPHONE	1000.000.002.411200.345	\$41.67
JUNE 2014 6574500	7/1/2014	MID-RIVERS TELEPHONE	GEN COUNTYWIDE TELEPHONE	1000.000.002.411200.345	\$41.67
			COUNTY TELEPHONE		\$1,293.39
31270	7/25/2014	SUPERIOR BUSINESS EQUIPMENT	GEN JP CT SUPPLIES	1000.000.003.410340.221	\$41.10
4502638	7/16/2014	QUILL CORP	GEN JP CT SUPPLIES	1000.000.003.410340.221	\$147.47
SUPPLY REIMB	7/28/2014	JENA BELDEN	GEN JP CT SUPPLIES	1000.000.003.410340.221	\$14.99
UNCLAIMED PROP	7/25/2014	VERA BENSON	GEN JP CT SUPPLIES	1000.000.003.410340.221	\$100.00
			JUSTICE COURT		\$303.56
29968464	7/8/2014	SAFEGUARD BUSINESS SYSTEMS	GEN CL & REC SUPPLIES	1000.000.004.410501.221	\$232.20
170049	7/21/2014	THE OFFICE CENTER, INC	GEN CL & REC SUPPLIES	1000.000.004.410501.221	\$118.97
4343646	7/22/2014	QUILL CORP	GEN CL & REC SUPPLIES	1000.000.004.410501.221	\$29.97
			CLERK AND RECORDER		\$381.14
8022014	8/2/2014	DOLORES R SRAMEK	GEN TREAS SUPPLIES	1000.000.006.410540.221	\$138.94
JUL-14	8/1/2014	CREDIT BUREAU OF CENTRAL MONT	GEN TREAS SUPPLIES	1000.000.006.410540.221	\$30.00
LEGAL NOTICE TAXES	7/17/2014	LEWISTOWN NEWS-ARGUS	GEN TREAS PUBLICATIONS	1000.000.006.410540.332	\$58.00
			TREASURER		\$226.94
4501900	7/16/2014	QUILL CORP	GEN CNTY ATNY SUPPLIES	1000.000.009.411101.221	\$102.62
4504071	7/16/2014	QUILL CORP	GEN CNTY ATNY SUPPLIES	1000.000.009.411101.221	\$37.80
JUL Y 2014 0904-00	7/29/2014	LEWISTOWN WATER DEPT.	GEN CNTY ATTORNEY UTILITY	1000.000.009.411101.340	\$88.52
JUL Y 2014 1823187-8	7/25/2014	NORTHWESTERN ENERGY	GEN CNTY ATTORNEY UTILITY	1000.000.009.411101.340	\$189.03
TRAVEL REIMB	7/25/2014	TAMI ALLEN	GEN CNTY ATNY TRAVEL	1000.000.009.411101.370	\$216.96
TRAVEL REIMB JULY	7/25/2014	JEAN ADAMS	GEN CNTY ATNY TRAVEL	1000.000.009.411101.370	\$465.35
			COUNTY ATTORNEY		\$1,100.28
328748	7/23/2014	BRUCO INC.	GEN BLDGS CUSTODIAL	1000.000.010.411201.210	\$43.84
4425136	7/14/2014	QUILL CORP	GEN BLDGS CUSTODIAL	1000.000.010.411201.210	\$74.68
62163	7/29/2014	RINDAL OIL COMPANY	EN BLDGS CUSTODIAL	1000.000.010.411201.210	\$71.53
94262	7/24/2014	HANSON CHEMICAL INC	GEN BLDGS CUSTODIAL	1000.000.010.411201.210	\$116.35
JUL Y 2014 0320281-9	7/24/2014	NORTHWESTERN ENERGY	GEN BLDGS UTILITY	1000.000.010.411201.340	\$861.16
8012014	8/1/2014	JOHN VALACH & SON, INC	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$1,597.00
108804	7/22/2014	CASINO CREEK CONCRETE, INC.	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$56.00
126578	7/28/2014	LEWISTOWN LUMBER COMPANY	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$44.00
13137	7/28/2014	M & S EQUIPMENT RENTAL	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$65.00
14934	7/17/2014	KRINGS GREENHOUSE	GEN MAINT REPAIRS	1000.000.010.411201.361	\$24.00
15191	7/18/2014	KRINGS GREENHOUSE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$27.38
1556-403924	7/10/2014	O'REILLY AUTO PARTS-LEWISTOWN	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$17.90
1556-403926	7/10/2014	O'REILLY AUTO PARTS-LEWISTOWN	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$17.90
1556-405744	7/24/2014	O'REILLY AUTO PARTS-LEWISTOWN	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	(\$8.95)
1556-406093	7/26/2014	O'REILLY AUTO PARTS-LEWISTOWN	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$12.90
16505	7/16/2014	KODIAK CONCRETE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$12.77
195735	7/27/2014	MILLERS FLOORING SERVICE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$364.00
199643	7/14/2014	MOODIE IMPLEMENT CO.	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$250.00
2466051	7/25/2014	EDGEWOOD BUILDING SUPPLY	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$44.16
			GEN BLDGS MAINT/REPAIR BLDGS		\$156.55

FERGUS COUNTY
CLAIMS
8-10-2014

2870	7/17/2014	MACHLER MACHINE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$309.00	
3923	7/1/2014	BARRICK ELECTRIC	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$357.30	
3933	7/29/2014	BARRICK ELECTRIC	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$192.57	
39525	7/22/2014	LEWISTOWN RENTAL	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$7.00	
39550	7/24/2014	LEWISTOWN RENTAL	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$160.50	
39570	7/25/2014	LEWISTOWN RENTAL	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$65.00	
73843	7/29/2014	FLEET WHOLESALE SUPPLY	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$6.50	
80197	5/31/2014	LEWISTOWN ACE HARDWARE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$55.96	
80887	6/24/2014	LEWISTOWN ACE HARDWARE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$10.98	
81519	7/16/2014	LEWISTOWN ACE HARDWARE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$59.94	
81574	7/18/2014	LEWISTOWN ACE HARDWARE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$38.98	
81593	7/18/2014	LEWISTOWN ACE HARDWARE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$16.99	
81752	7/24/2014	LEWISTOWN ACE HARDWARE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$19.98	
81815	7/27/2014	LEWISTOWN ACE HARDWARE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$15.96	
B206373	7/17/2014	TRUE VALUE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$126.57	
B206741	7/21/2014	TRUE VALUE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$10.98	
B207093	7/25/2014	TRUE VALUE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$10.99	
B207222	7/26/2014	TRUE VALUE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$47.97	
B207529	7/29/2014	TRUE VALUE	GEN BLDGS MAINT/REPAIR BLDGS	1000.000.010.411201.361	\$6.58	
4352791	7/10/2014	QUILL CORP	GEN SUPT SCHOOL SUPPLIES	1000.000.011.411601.221	\$66.59	\$5,395.02
81660	7/21/2014	LEWISTOWN ACE HARDWARE	GEN SHRF OPER SUPP	1000.000.014.420101.220	\$12.99	\$66.59
3592	7/24/2014	CARTRIDGE DEPOT	GEN SHRF SUPPLIES	1000.000.014.420101.221	\$6.50	
81850	7/28/2014	LEWISTOWN ACE HARDWARE	GEN SHRF SUPPLIES	1000.000.014.420101.221	\$8.99	
JUL Y 2014 6176300	8/1/2014	MID-RIVERS TELEPHONE	GEN SHRF TELEPHONE	1000.000.014.420101.221	\$431.96	
JUL Y 2014 5640500	8/1/2014	MID-RIVERS TELEPHONE	GEN SHRF TELEPHONE	1000.000.014.420101.221	\$191.30	
JUL Y 2014 7542700	8/1/2014	MID-RIVERS TELEPHONE	GEN SHRF COMMUNICATIONS	1000.000.014.420101.346	\$33.60	
24551	6/28/2014	CENTRAL LOCK & SECURITY	GEN SHRF COMMUNICATIONS	1000.000.014.420101.346	\$45.00	
81850	7/28/2014	LEWISTOWN ACE HARDWARE	GEN SHRF PROF SERV	1000.000.014.420101.350	\$8.76	
15727	7/29/2014	DUANE SPARKS CHEVROLET	GEN SHRF VHCLE MNT	1000.000.014.420101.354	\$1,500.00	
380255	8/4/2014	BIG SKY FIRE EQUIPMENT	GEN PRISN. SUPPLIES	1000.000.015.420230.221	\$44.70	\$2,239.10
380277	7/31/2014	BIG SKY FIRE EQUIPMENT	GEN PRISN. SUPPLIES	1000.000.015.420230.221	\$48.75	
LT10000318874	7/8/2014	BOB BARKER COMPANY INC.	GEN PRISN. SUPPLIES	1000.000.015.420230.221	\$32.92	
27554	7/27/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. GROCERIES	1000.000.015.420230.223	\$5.59	
28782	8/3/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. GROCERIES	1000.000.015.420230.223	\$172.53	
407220710	7/22/2014	SYSCO FOOD SERVICES OF MONTANA	GEN PRISN. GROCERIES	1000.000.015.420230.223	\$2,468.85	
407290845	7/28/2014	SYSCO FOOD SERVICES OF MONTANA	GEN PRISN. GROCERIES	1000.000.015.420230.223	\$789.71	
JUL Y 2011 1974.00	7/29/2014	LEWISTOWN WATER DEPT.	GEN PRISN. UTILITY	1000.000.015.420230.340	\$609.80	
JUL Y 2014 0318591-5	7/27/2014	NORTHWESTERN ENERGY	GEN PRISN. UTILITY	1000.000.015.420230.340	\$9.25	
1121	7/28/2014	NORTHWESTERN ENERGY	GEN PRISN. UTILITY	1000.000.015.420230.340	\$1,918.81	
1414	8/1/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$3.99	
1546	8/1/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$3.99	
1873	8/1/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$9.49	
1883	8/1/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$3.99	

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20692	7/20/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$135.66	
25703	7/25/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$42.06	
28149	7/28/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$6.49	
30210	7/30/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$30.69	
31790	7/30/2014	PURCHASE ADVANTAGE CARD - SO	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$6.99	
41989	7/17/2014	CENTRAL MONTANA COMM HEALTH CENTER	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$119.00	
42384	7/18/2014	CENTRAL MONTANA COMM HEALTH CENTER	GEN PRISN. MEDICAL	1000.000.015.420230.354	\$122.00	
27648	7/18/2014	NATIONAL LAUNDRY CO	GEN PRISN. REPAIR/MAIN	1000.000.015.420230.360	\$16.56	
31176	8/1/2014	NATIONAL LAUNDRY CO	GEN PRISN. REPAIR/MAIN	1000.000.015.420230.360	\$16.56	
84611	8/4/2014	BIG SKY FIRE EQUIPMENT	GEN PRISN. REPAIR/MAIN	1000.000.015.420230.360	\$326.70	
			PRISON			\$6,973.19
13981	7/30/2014	LEWISTOWN HONDA	SRCH & RES TRAVEL	1000.000.018.420740.228	\$993.18	
13982	7/30/2014	LEWISTOWN HONDA	GEN SEARCH & RES. TRAVEL, TRAINING, EQUIP	1000.000.018.420740.228	\$153.76	
			SEARCH AND RESCUE			\$1,146.94
356427	7/14/2014	KREISERS INC	GEN NURSE OFFICE EQUIPMENT	1000.000.020.440101.214	\$177.78	
4136354	7/12/2014	QUILL CORP	GEN NURSE OFFICE EQUIPMENT	1000.000.020.440101.214	\$399.99	
354771	7/9/2014	KREISERS INC	GEN NURSE SUPPLIES	1000.000.020.440101.221	\$299.50	
4136152	7/12/2014	QUILL CORP	GEN NURSE SUPPLIES	1000.000.020.440101.221	\$769.70	
4136238	7/12/2014	QUILL CORP	GEN NURSE SUPPLIES	1000.000.020.440101.221	\$266.28	
FM680000	7/22/2014	RELIABLE	GEN NURSE SUPPLIES	1000.000.020.440101.221	\$100.49	
3790	7/31/2014	HEALTH THE WEB	GEN NURSE PROF SERV	1000.000.020.440101.350	\$79.00	
354771	7/9/2014	KREISERS INC	GEN NURSE MEDICAL	1000.000.020.440101.354	\$299.50	
356427	7/14/2014	KREISERS INC	GEN NURSE MEDICAL	1000.000.020.440101.354	\$37.08	
473978	7/18/2014	REDWOOD TOXICOLOGY LABRATORY INC	GEN NURSE MEDICAL	1000.000.020.440101.354	\$312.25	
			NURSE			\$2,711.57
VA BENEFIT-GRIFFIN	7/24/2014	SCHNIDER FUNERAL HOME	VETERANS BENEFITS	1000.000.025.450201.350	\$250.00	
VET BENEFIT-MCINTOSH	7/23/2014	CLOYD FUNERAL HOME	GEN VETERANS BENEFITS PROF SERV	1000.000.025.450201.350	\$250.00	
			VETERANS BENEFITS			\$500.00
795087-0	7/25/2014	360 OFFICE SOLUTIONS	ROAD OFFICE SUPPLIES	2110.000.027.430201.214	\$35.22	
81855	7/28/2014	LEWISTOWN ACE HARDWARE	ROAD SUPPLIES	2110.000.027.430201.221	\$29.97	
1552-299722	7/21/2014	CARQUEST AUTO PARTS	ROAD SUPPLIES	2110.000.027.430201.221	\$319.99	
328907	7/23/2014	BRUCO INC.	ROAD SUPPLIES	2110.000.027.430201.221	\$160.04	
45265	7/24/2014	ROY GROCERY	ROAD SUPPLIES	2110.000.027.430201.221	\$27.99	
570991	7/15/2014	FERGUS AUTO PARTS	ROAD SUPPLIES	2110.000.027.430201.221	\$14.79	
571146	7/16/2014	FERGUS AUTO PARTS	ROAD SUPPLIES	2110.000.027.430201.221	\$534.95	
572072	7/28/2014	FERGUS AUTO PARTS	ROAD SUPPLIES	2110.000.027.430201.221	\$393.95	
70969018	7/18/2014	TIFCO INDUSTRIES INC	ROAD SUPPLIES	2110.000.027.430201.221	\$510.65	
75030817	7/21/2014	INTERSTATE BATTERIES OF BILLINGS	ROAD SUPPLIES	2110.000.027.430201.221	\$329.85	
81854	7/28/2014	LEWISTOWN ACE HARDWARE	ROAD SUPPLIES	2110.000.027.430201.221	\$41.94	
A110590	7/28/2014	TRUE VALUE	ROAD SUPPLIES	2110.000.027.430201.221	\$10.99	
B207595	7/29/2014	TRUE VALUE	ROAD SUPPLIES	2110.000.027.430201.221	\$12.99	
880	7/30/2014	DYPPEX GREASE AND LUBRICANTS	ROAD GAS & FUEL	2110.000.027.430201.230	\$320.00	
162968	7/21/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$290.03	
162986	7/22/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$192.47	
162993	7/17/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$230.99	
162994	7/18/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$272.54	
162996	7/19/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$239.14	

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162999	7/10/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$327.06
163008	7/14/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$175.91
163010	7/15/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$230.98
163011	7/16/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$230.96
163013	7/17/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$231.16
163020	7/21/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$211.70
163027	7/26/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$211.73
163028	7/24/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$12.45
164352	7/24/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$46.65
165169	7/10/2014	JOHN DEERE FINANCIAL	ROAD GAS & FUEL	2110.000.027.430201.230	\$13.47
47151	7/8/2014	WOODHALL DISTRIBUTING	ROAD GAS & FUEL	2110.000.027.430201.230	\$359.90
47302	7/22/2014	WOODHALL DISTRIBUTING	ROAD GAS & FUEL	2110.000.027.430201.230	\$107.90
G11196	7/22/2014	WOODHALL DISTRIBUTING	ROAD GAS & FUEL	2110.000.027.430201.230	\$359.90
64690	7/22/2014	OK TIRE STORE	ROAD TIRES	2110.000.027.430201.235	\$32.00
65056	7/16/2014	OK TIRE STORE	ROAD TIRES	2110.000.027.430201.235	\$188.50
65175	7/30/2014	OK TIRE STORE	ROAD TIRES	2110.000.027.430201.235	\$237.00
66181	7/17/2014	OK TIRE STORE	ROAD TIRES	2110.000.027.430201.235	\$13.00
10688	6/26/2014	WINIFRED TIRE	ROAD TIRES	2110.000.027.430201.235	\$390.00
164360	7/28/2014	JOHN DEERE FINANCIAL	ROAD TIRES	2110.000.027.430201.235	\$32.00
47311	7/22/2014	WOODHALL DISTRIBUTING	ROAD TIRES	2110.000.027.430201.235	\$20.00
0324976-0	7/24/2014	NORTHWESTERN ENERGY	ROAD UTILITY	2110.000.027.430201.340	\$21.18
0325287-1	7/25/2014	NORTHWESTERN ENERGY	ROAD UTILITY	2110.000.027.430201.340	\$13.41
4061	7/30/2014	ROY WATER & SEWER	ROAD UTILITY	2110.000.027.430201.340	\$45.00
JULY 2014 2681-00	7/29/2014	LEWISTOWN WATER DEPT.	ROAD UTILITY	2110.000.027.430201.340	\$65.83
JULY 2014 320	7/31/2014	TOWN OF MOORE	ROAD UTILITY	2110.000.027.430201.340	\$63.36
JUNLY 2014 000106	8/1/2014	TOWN OF GRASS RANGE	ROAD UTILITY	2110.000.027.430201.340	\$40.00
JULY 2014 6870000	8/1/2014	T & S MOBILE HEARING EXPRESS	ROAD TELEPHONE	2110.000.027.430201.345	\$181.59
1251	7/31/2014	ROCKY MOUNTAIN CUMMINS	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$448.00
004-88476	7/24/2014	ARROW SEPTIC SERVICE	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$63.92
7172014	7/17/2014	FABIAN S MACHINE & WELD	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$375.00
81974	7/22/2014	PACIFIC STEEL & RECYCLING	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$9.98
140724	7/24/2014	PACIFIC STEEL & RECYCLING	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$65.00
1415489	7/24/2014	PACIFIC STEEL & RECYCLING	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$20.00
1415562	7/24/2014	PACIFIC STEEL & RECYCLING	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$38.65
1415575	7/24/2014	PACIFIC STEEL & RECYCLING	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$17.00
1552-299232	7/16/2014	CARQUEST AUTO PARTS	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$26.29
1552-299339	7/17/2014	CARQUEST AUTO PARTS	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$67.01
1552-300585	7/28/2014	CARQUEST AUTO PARTS	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$236.99
1552-300652	7/29/2014	CARQUEST AUTO PARTS	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$20.10
1552-300820	7/30/2014	CARQUEST AUTO PARTS	ROAD REPAIR/MAIN	2110.000.027.430201.360	(\$236.99)
1552-300880	7/30/2014	CARQUEST AUTO PARTS	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$9.06
1552-300950	7/31/2014	CARQUEST AUTO PARTS	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$14.52
1552-301054	7/24/2014	O'REILLY AUTO PARTS-LEWISTOWN	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$5.16
1556-405878	7/28/2014	NORMONT EQUIPMENT CO.	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$8.99
2407251	7/24/2014	CENTANA COMMUNICATIONS	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$8,171.56
5518	7/21/2014	FERGUS AUTO PARTS	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$120.00
571495			ROAD REPAIR/MAIN	2110.000.027.430201.360	\$39.56

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572465	7/31/2014	FERGUS AUTO PARTS	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$19.98	
GFC50303730	7/11/2014	TRACTOR & EQUIPMENT	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$574.56	
GFC50304203	8/4/2014	TRACTOR & EQUIPMENT	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$83.43	
GFC50304258	8/4/2014	TRACTOR & EQUIPMENT	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$287.51	
GFC50304436	7/28/2014	TRACTOR & EQUIPMENT	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$362.00	
GFC50304506	7/29/2014	TRACTOR & EQUIPMENT	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$139.17	
GFC50304507	7/29/2014	TRACTOR & EQUIPMENT	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$214.93	
GFC50304611	7/31/2014	TRACTOR & EQUIPMENT	ROAD REPAIR/MAIN	2110.000.027.430201.360	\$395.40	
LEGAL NOTICE - ROY	7/17/2014	LEWISTOWN NEWS-ARGUS	ROAD - FEMA EXPENDITURES	2110.000.300.430201.350	\$168.00	
			ROAD			\$19,615.91
25121269	7/17/2014	CROP PRODUCTION SERVICES	WEED CHEMICAL SUPPLIES	2140.000.038.431101.225	\$2,908.00	
25166766	7/22/2014	CROP PRODUCTION SERVICES	WEED CHEMICAL SUPPLIES	2140.000.038.431101.225	\$2,295.00	
25211490	7/25/2014	CROP PRODUCTION SERVICES	WEED CHEMICAL SUPPLIES	2140.000.038.431101.225	\$4,237.30	
25239376	7/28/2014	CROP PRODUCTION SERVICES	WEED CHEMICAL SUPPLIES	2140.000.038.431101.225	\$2,997.30	
43558291	7/23/2014	HELENA CHEMICAL CO	WEED CHEMICAL SUPPLIES	2140.000.038.431101.225	\$4,590.00	
934539	8/1/2014	FERGUS COUNTY ROAD DEPARTMENT	WEED CHEMICAL GAS & FUEL	2140.000.038.431101.230	\$2,730.53	
JULY 2014 1856908-7	7/25/2014	NORTHWESTERN ENERGY	WEED CHEMICAL UTILITY	2140.000.038.431101.340	\$29.18	
JULY 2014 3184-00	7/29/2014	LEWISTOWN WATER DEPT.	WEED CHEMICAL UTILITY	2140.000.038.431101.340	\$35.59	
JULY 2014 6178100	8/1/2014	MID-RIVERS TELEPHONE	WEED TELEPHONE	2140.000.038.431101.345	\$112.67	
127719	6/19/2014	LEWISTOWN HONDA	WEED CHEMICAL REPAIR/MAIN	2140.000.038.431101.360	\$12.99	
24065	7/15/2014	WARNE CHEMICAL & EQUIP CO	WEED CHEMICAL REPAIR/MAIN	2140.000.038.431101.360	\$98.89	
063114-1	5/31/2014	LIBERTY COUNTY WEED DISTRICT	WEED CHEMICAL TRAVEL	2140.000.038.431101.370	\$120.00	
			WEED			\$20,167.45
101202	7/25/2014	UNICORN	FAIR BLDG LAND RENT	2160.000.000.346051.000	\$575.00	
08052014 SPPLY REIMB	8/6/2014	FAITH ROBERTSON	FAIR JANITORIAL SUPPLIES	2160.000.041.460201.210	\$7.98	
293537-1	7/3/2014	HANSON CHEMICAL INC	FAIR JANITORIAL SUPPLIES	2160.000.041.460201.210	\$350.41	
08052014 SPPLY REIMB	8/5/2014	FAITH ROBERTSON	FAIR - OFF SUPPLIES	2160.000.041.460201.214	\$48.95	
140129	7/3/2014	CENTRAL MONTANA VARIETY	FAIR - OFFICE SUPPLIES	2160.000.041.460201.214	\$18.70	
3577	7/18/2014	CART RIDGE DEPOT	FAIR - OFFICE SUPPLIES	2160.000.041.460201.214	\$21.45	
08052014 SPPLY REIMB	8/5/2014	FAITH ROBERTSON	FAIR OTHER EQUIP	2160.000.041.460201.215	\$117.61	
80966	8/5/2014	FAITH ROBERTSON	FAIR SUPPLIES	2160.000.041.460201.221	\$50.65	
81008	6/26/2014	LEWISTOWN ACE HARDWARE	FAIR SUPPLIES	2160.000.041.460201.221	\$12.45	
81502	6/27/2014	LEWISTOWN ACE HARDWARE	FAIR SUPPLIES	2160.000.041.460201.221	\$10.98	
81527	7/16/2014	LEWISTOWN ACE HARDWARE	FAIR SUPPLIES	2160.000.041.460201.221	\$75.96	
81689	7/16/2014	LEWISTOWN ACE HARDWARE	FAIR SUPPLIES	2160.000.041.460201.221	\$3.96	
12477	7/22/2014	LEWISTOWN ACE HARDWARE	FAIR SUPPLIES	2160.000.041.460201.221	\$8.99	
142311	7/27/2014	SNOWY MOUNTAIN ICE	FAIR SUPPLIES	2160.000.041.460201.221	\$915.70	
2095	7/11/2014	CENTRAL MONTANA VARIETY	FAIR SUPPLIES	2160.000.041.460201.221	\$58.40	
73065	7/11/2014	ALL AWARDS	FAIR SUPPLIES	2160.000.041.460201.221	\$73.50	
9945562	7/23/2014	FLEET WHOLESale SUPPLY	FAIR SUPPLIES	2160.000.041.460201.221	\$130.00	
HS2014	7/10/2014	VISION ONE	FAIR SUPPLIES	2160.000.041.460201.221	\$25.00	
37490859	7/30/2014	KAREN MILLER	FAIR SUPPLIES	2160.000.041.460201.221	\$4.99	
713354	7/11/2014	WEX BANK #369-947-588-9	FAIR - FUEL	2160.000.041.460201.230	\$458.59	
0322070-4	7/25/2014	KRTV TELEVISION	FAIR ADVER	2160.000.041.460201.338	\$100.00	
0322072-0	7/24/2014	NORTHWESTERN ENERGY	FAIR UTILITY	2160.000.041.460201.340	\$7.40	
0322073-8	7/24/2014	NORTHWESTERN ENERGY	FAIR UTILITY	2160.000.041.460201.340	\$61.57	
			FAIR UTILITY	2160.000.041.460201.340	\$266.40	

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0322074-6	7/24/2014	NORTHWESTERN ENERGY	FAIR UTILITY	2160.000.041.460201.340	\$624.99	
0322075-3	7/24/2014	NORTHWESTERN ENERGY	FAIR UTILITY	2160.000.041.460201.340	\$733.63	
0322076-1	7/24/2014	NORTHWESTERN ENERGY	FAIR UTILITY	2160.000.041.460201.340	\$16.89	
0655993-4	7/24/2014	NORTHWESTERN ENERGY	FAIR UTILITY	2160.000.041.460201.340	\$7.40	
0673764-7	7/24/2014	NORTHWESTERN ENERGY	FAIR UTILITY	2160.000.041.460201.340	\$7.40	
0903587-7	7/24/2014	NORTHWESTERN ENERGY	FAIR UTILITY	2160.000.041.460201.340	\$27.47	
1742984-6	7/22/2014	NORTHWESTERN ENERGY	FAIR UTILITY	2160.000.041.460201.340	\$53.71	
81677	7/22/2014	LEWISTOWN ACE HARDWARE	FAIR REPAIR/MAIN	2160.000.041.460201.360	\$20.48	
21311	7/22/2014	TORGERSON S	FAIR VEHICLE MNT	2160.000.041.460201.364	\$62.83	
77599	7/15/2014	GENE MEIER	FAIR VEHICLE MNT	2160.000.041.460201.364	\$242.90	
0723-2414	8/1/2014	JUDITH BASIN BACK COUNTRY HORSEMEN	FAIR OTHER PUR SER	2160.000.041.460201.390	\$600.00	
0723-2614	7/31/2014	COUNCIL ON AGING	FAIR OTHER PUR SER	2160.000.041.460201.390	\$1,000.00	
0723-2614	8/1/2014	LEWISTOWN KWANIS CLUB	FAIR OTHER PUR SER	2160.000.041.460201.390	\$7,000.00	
0723-2614	8/1/2014	STEVE WARBURTON	FAIR OTHER PUR SER	2160.000.041.460201.390	\$900.00	
0724-2614	8/1/2014	HEARTLAND RIDERS	FAIR OTHER PUR SER	2160.000.041.460201.390	\$650.00	
0724-2714	7/31/2014	WHITE GLOVE SERVICES	FAIR OTHER PUR SER	2160.000.041.460201.390	\$800.00	
26DEFC02	8/1/2014	DANCE SYNDICATE	FAIR OTHER PUR SER	2160.000.041.460201.390	\$500.00	
142495	7/7/2014	VISION ONE	FAIR OTHER PUR SER	2160.000.041.460201.390	\$405.84	
1464418	7/25/2014	CENTRAL MONTANA VARIETY	FAIR ENTERTAINMENT	2160.000.041.460201.394	\$216.60	
N572514	7/25/2014	ALBERTSON S #2019	FAIR ENTERTAINMENT	2160.000.041.460201.394	\$33.28	
FFA2014	8/4/2014	LITTLE BIG MEN PIZZA	FAIR ENTERTAINMENT	2160.000.041.460201.394	\$140.00	
HS2014	8/4/2014	FERGUS COUNTY FAIRGROUNDS	FAIR PREMIUM AWARDS	2160.000.041.460201.791	\$456.00	
M&B2014	7/30/2014	KAREN MILLER	FAIR PREMIUM AWARDS	2160.000.041.460201.791	\$148.74	
SCHOOL S 2014	8/4/2014	FERGUS COUNTY FAIRGROUNDS	FAIR PREMIUM AWARDS	2160.000.041.460201.791	\$370.00	
10924	8/4/2014	FERGUS COUNTY FAIRGROUNDS	FAIR PREMIUM AWARDS	2160.000.041.460201.791	\$505.75	
1582	7/22/2014	BALLYHOO PRINTING & DESIGN	FAIR RODEO EXPENSES	2160.000.052.460201.395	\$22.00	
1737557	7/16/2014	CENTRAL MONTANA PANELS LLC	FAIR RODEO EXPENSES	2160.000.052.460201.395	\$1,501.12	
536809-7	7/24/2014	PRCA	FAIR RODEO EXPENSES	2160.000.052.460201.395	\$766.78	
170201	7/28/2014	INTERMOUNTAIN DISTRIBUTING	FAIR RODEO EXPENSES	2160.000.052.460201.395	\$40.40	
170235	7/29/2014	THE OFFICE CENTER, INC	DT/CRT CL/CRT OFFICE EQUIPMENT	2180.000.079.410331.214	\$360.00	\$21,298.85
	7/31/2014	THE OFFICE CENTER, INC	DT/CRT CL/CRT REPAIR OFFICE EQUIP	2180.000.079.410331.363	\$90.00	
TRAVEL REIMB JULY	7/24/2014	PAMELA VOSEN	PLAN CNTY PL GAS & FUEL	2250.000.116.411001.230	\$216.16	\$450.00
LEGAL FLOOD PLANE	7/25/2014	LEWISTOWN NEWS-ARGUS	PLAN CNTY PL ADVER	2250.000.116.411001.338	\$40.00	
MOTEL REIMB JULY	7/24/2014	PAMELA VOSEN	PLAN CNTY PL TRAVEL	2250.000.116.411001.370	\$75.00	
9728846621	7/18/2014	VERIZON WIRELESS	CMHD TELEPHONE	2272.000.148.440105.345	\$77.42	\$331.16
AUGUST 2014 RENT	8/1/2014	MACS	CMHD RENT	2272.000.148.440105.531	\$400.00	
20213360	8/1/2014	COMDATA-BHOPY	CMHD	2274.000.158.440110.230	\$52.39	\$477.42
JULY 2014 2019313-2	7/24/2014	NORTHWESTERN ENERGY	EMP/R MCH CMHD FUEL	2274.000.159.440110.221	\$42.84	
POSTAGE REIMB	7/24/2014	SUSAN WOODS	EMP/R EMPR SUPPLIES	2274.000.159.440110.311	\$24.72	
1E+15	7/16/2014	GLOBALSTAR USA	EMP/R EMPR POSTAGE	2274.000.159.440110.311	\$204.17	
JULY 2014 6575200	8/1/2014	MID-RIVERS TELEPHONE	EMP/R EMPR TELEPHONE	2274.000.159.440110.345	\$98.85	
JULY 2014 2019313-2	7/24/2014	NORTHWESTERN ENERGY	EMP/R EMPR TELEPHONE	2274.000.159.440110.345	\$42.83	
JULY 2014 6575200	8/1/2014	MID-RIVERS TELEPHONE	EMP/R CCCP SUPPLIES	2274.000.166.440110.221	\$98.84	

FERGUS COUNTY
CLAIMS
8-10-2014

REGIS	FEE-THOMPSON	DATE	DESCRIPTION	EXTENSION	AMOUNT	TAXES	TOTAL
14100		7/23/2014	THE OFFICE CENTER, INC	EXT SERV EXT SUPPLIES	2290.000.047.450401.221	\$330.36	\$564.64
20140630		7/1/2014	DEPARTMENT OF ADMINISTRATION	COMPUTER ACCT NETWORK TELEPHONE	2395.000.066.410515.345	\$267.82	\$330.36
24048		8/1/2014	FIRST CALL COMPUTER SOLUTIONS, INC.	COMPUTER GEN NETWORK PROF SERV	2395.000.190.410515.350	\$1,340.00	\$1,607.82
3512		7/29/2014	MOORE FARMERS OIL CO	GAS TAX GT GAS & FUEL	2420.000.060.430201.230	\$6,037.38	
3521		7/30/2014	MOORE FARMERS OIL CO	GAS TAX GT GAS & FUEL	2420.000.060.430201.230	\$10,342.90	
618-1 GRAVEL		7/22/2014	MARV DEBUF	GAS TAX GT GRAVEL	2420.000.060.430201.451	\$3,927.00	\$20,307.28
Jul-14		8/4/2014	BRUCE ARTHUR	JUNK VEHICLE SUPPLIES	2830.000.175.430800.221	\$5.99	
7/6657		8/1/2014	FERGUS COUNTY ROAD DEPARTMENT	JUNK VEHICLE TELEPHONE	2830.000.175.430800.345	\$27.78	
JULY 2014 6179800		8/1/2014	MID-RIVERS TELEPHONE	JUNK VEHICLE TELEPHONE	2830.000.175.430800.345	\$137.97	
Jul-14		8/4/2014	BRUCE ARTHUR	JUNK VEHICLE TRAVEL	2830.000.175.430800.370	\$37.18	
9117		7/28/2014	LEWISTOWN MUNICIPAL AIRPORT	JUNK VEHICLE GRAVEYARD LEASE	2830.000.175.430800.534	\$2,117.39	\$2,326.31
8062014		8/6/2014	STATE OF MONTANA-DNRC	PILT DIST PILT	2900.000.130.410450.590	\$30,956.00	\$30,956.00
REGIS FEE-THOMPSON		7/31/2014	MONT. BOARD OF CRIME CONTROL	VICTIMS SURCHARGE TRAVEL	2917.000.162.411102.370	\$100.00	\$30,956.00
JULY 2014 6574500		8/1/2014	MID-RIVERS TELEPHONE	F PLAN TITLE 10 TELEPHONE	2972.000.061.440190.345	\$68.18	\$100.00
JUNE 2014 6574500		7/1/2014	MID-RIVERS TELEPHONE	F PLAN TITLE 10 TELEPHONE	2972.000.061.440190.345	\$69.16	
FUEL REIMB		7/30/2014	SUE IRVIN	F PLAN TITLE 10 TRAVEL	2972.000.061.440190.370	\$51.76	
19298		7/8/2014	MIDWEST CANCER SCREENING	F PLAN TITLE 10 OTHER PUR SER	2972.000.061.440190.390	\$269.29	
19298		7/8/2014	MIDWEST CANCER SCREENING	F PLAN TITLE 10 OTHER PUR SER	2972.000.061.440190.390	(\$39.00)	
3002/02905		7/4/2014	STERICYCLE, INC	F PLAN TITLE 10 OTHER PUR SER	2972.000.061.440190.390	\$50.94	
CLINIC SERVICES		7/31/2014	FRONTIER HEALTH CLINIC	F PLAN TITLE 10 OTHER PUR SER	2972.000.061.440190.390	\$500.00	
60392331		7/24/2014	ULINE	FAM PLAN MCH OFFICE SUPPLIES	2972.000.104.440190.221	\$85.94	
721324		8/1/2014	SENDEN DRUG, INC.	FAM PLAN MCH MEDICAL SUPPLIES	2972.000.104.440190.222	\$23.79	
JULY 2014 6574500		8/1/2014	MID-RIVERS TELEPHONE	FP MCH TELEPHONE	2972.000.104.440190.345	\$68.17	
19298		7/8/2014	MIDWEST CANCER SCREENING	F PLAN MCH OTHER PUR SER	2972.000.104.440190.390	\$16.23	
3002/02905		7/4/2014	STERICYCLE, INC	F PLAN MCH OTHER PUR SER	2972.000.104.440190.390	\$50.94	
JUNE 2014 6574500		7/1/2014	MID-RIVERS TELEPHONE	FAM PLAN MCH OTHER PUR SER	2972.000.260.440190.345	\$69.16	
JULY 2014 FAM PLNG		7/1/2014	MACS	FAM PLAN - MCCP CONTRACT RENT	2972.000.260.440190.531	\$793.34	
60392331		7/24/2014	ULINE	FM PL SUPPLIES	2972.000.461.440190.221	\$85.95	
JULY- 2014 FAM PLNG		8/1/2014	MACS	F PLAN CNTY RENT	2972.000.462.440190.531	\$1,666.66	
1268120		2/25/2014	CENTRAL MONTANA MEDICAL CENTER	F PLAN BREAST MEDICAL	2972.000.463.440190.354	\$216.51	
1270085		3/20/2014	CENTRAL MONTANA MEDICAL CENTER	F PLAN BREAST MEDICAL	2972.000.463.440190.354	\$18.72	
1270158		3/20/2014	CENTRAL MONTANA MEDICAL CENTER	F PLAN BREAST MEDICAL	2972.000.463.440190.354	\$18.72	
1271938		4/8/2014	CENTRAL MONTANA MEDICAL CENTER	F PLAN BREAST MEDICAL	2972.000.463.440190.354	\$114.72	
303332		2/17/2014	ANNE HINGLE, MD	F PLAN BREAST MEDICAL	2972.000.463.440190.354	\$177.86	
F19800A330A		7/3/2014	CMC CLINIC PHYSICIANS	F PLAN BREAST MEDICAL	2972.000.463.440190.354	\$50.00	
03509962-01		5/1/2014	HENRY SCHEIN	FAMILY PLANNING			\$4,427.04
354771		7/9/2014	KREISERS INC	MCH NURSES MCH (NURSES) SUPPLIES	2973.000.103.440170.221	\$5.25	
4136152		7/1/2014	QUILL CORP	MCH NURSES MCH (NURSES) SUPPLIES	2973.000.103.440170.221	\$299.49	
4136238		7/1/2014	QUILL CORP	MCH NURSES MCH (NURSES) SUPPLIES	2973.000.103.440170.221	\$769.70	
				MCH NURSES MCH (NURSES) SUPPLIES	2973.000.103.440170.221	\$236.27	

**INTERLOCAL AGREEMENT
FOR THE FERGUS COUNTY FAIRGROUNDS WATER AND WASTEWATER
IMPROVEMENT PROJECT AND TRANSFER OF PROJECT, UPON COMPLETION
TO CITY OF LEWISTOWN**

This Interlocal Agreement is entered into on the ____ day of August, 2014, and is between **FERGUS COUNTY, MONTANA**, a political subdivision of the State of Montana, 712 W. Street, Lewistown, Montana 59457, hereinafter referred to as "**County**," and the **CITY OF LEWISTOWN**, a separate political subdivision of the State of Montana, of 305 West Watson, Lewistown, Montana 59457, hereinafter referred to as "**City**." Collectively, Fergus County and the City of Lewistown are referred to as "the parties."

RECITALS

WHEREAS, the County currently operates and has responsibility for providing sanitary sewer services and water services at the County Fairgrounds outside the city limits of Lewistown; and

WHEREAS, County has assumed responsibility for the provisions of water and wastewater services at the County Fairgrounds; and

WHEREAS, the water and wastewater facilities at the County Fairgrounds are inadequate for the Fairground users; and

WHEREAS, because of the poor condition of the sanitary sewer system and water facilities at the Fairgrounds, the County procured an engineering review on issues involving the costs, design and construction inspection for improvements connecting the Fairgrounds to the City water and wastewater systems, hereinafter referred to as the "Project." Peccia and Associates was chosen as engineers for the Project and they completed a Preliminary Engineering Review which review estimated a total project cost of \$3,082,940; and

WHEREAS, the County, pursuant to County Resolution No. 4-2014, authorized an election to request voter approval of an additional mill levy of 5.97 mills for each year, over a period of 20 years, to raise the \$3,082,940 for the construction of the Project; and

WHEREAS, the election was held on June 3, 2014 and the results were; For (yes) 1951 votes, and No (against) 1006 votes; and

WHEREAS, the parties agree that the County through its contracted engineers, will manage the design, financing and construction of the Project; and

WHEREAS, the City represents that it has sufficient water and wastewater capacity in its existing systems to provide services to those anticipated to utilize the Project; and

WHEREAS, the parties agree that the City is a more suitable entity than the County to provide operation and maintenance to the Project upon its completion.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Benefits of Interlocal Agreement.** The parties hereby acknowledge that there is a mutual benefit for the parties to coordinate efforts to complete the Project and to transfer the improvements to the City for operating and maintenance services.
2. **Summary of Agreement.** The County and City have reviewed the plan for the Project as described on Exhibit A hereto, and believe it is in the best interest of the parties to have the County provide the financing, obtain any permits or easements, and supervise the construction and completion for the Project pursuant to Montana Department of Environmental Quality ("DEQ") requirements.

The parties further agree that upon completion of the Project satisfactory to the Parties and DEQ, the County should assign its ownership interests and easements for the Project to the City and the City should operate and maintain the completed Project. The proposed budget for the Project is in Exhibit B attached.

3. **Responsibilities of County.**

A. That County is responsible for obtaining the financing, permits and easements and contract for engineering and bond counsel for the Project, and has obtain voter approval of a special Fairgrounds improvement levy of taxes in the total amount of \$3,082,940, which would fund repayment of a Fairground Improvement Bond in the principal amount of \$2.3 million, payable semi-annually over 20 years at 3.00% per annum (the "Bond").

i. All engineering for the Project shall be approved by the City prior to being advertised for bid.

B. The County, pursuant to Sections 7-7-2501 and 17-5-107 has received a commitment from First Bank of Montana to purchase the Bond, with interest at 3.00% for 20 years.

C. The County agrees to issue the Bond and perform the acts necessary to levy the approximately 5.7 mills per year for 20 years to fund the Bond repayment. The County will conduct the bids for construction, and otherwise oversee the construction and completion of the Project.

D. The County will pay any currently established City fees associated with the water and wastewater connections to the City and will pay water and wastewater charges for the use of the City's systems, as established or amended by the City Commission, once construction is completed.

E. As a condition of initiating any water and/or sewer service, the County will execute a waiver of annexation for the entire fairgrounds area in accordance Lewistown City Codes Sections 3-3-10 and 4-6-8. The County also understands that the provision of water and sewer services provided shall be subject to all City rules and regulations.

4. **Responsibilities of the City.**

A. The City agrees, upon the successful construction, completion, final inspection, and the review and approval by the City Commission of the proposed Project, to accept responsibility for the operation and maintenance of the completed water and wastewater improvements. The City agrees to provide operation and maintenance services consistent with the services provided to existing City customers. Services include management of user's accounts, operation and maintenance of the water and wastewater systems.

i. The City agrees to review and provide comment on all engineering specifications for the Project in a timely manner.

B. The City has established monthly billing for all water and wastewater usage fees. The billing to the County will be in accordance with the current City policy and procedures.

5. **Annexation.** The parties agree that upon successful completion of the Project, the City may, but is not required, to initiate annexation proceedings of the land contained in the Project area.

6. **Legal Basis.** This agreement is authorized by the provisions of MCA §7-11-104 and MCA §7-11-105.

7. **Separate Legal Entity not Created.** There shall be no separate legal entity created as a consequence of this Agreement.

6. **Term of Agreement.** The term of this Agreement will commence upon adoption by both the County Commissioners and the City Commission, and will continue until the time the Project is complete and transferred to the City and paid for by the Bond.

8. **Reporting.** The County agrees to provide the City with periodic updates concerning the financing and completion of the Project.

9. **Liability.** The County agrees to maintain responsibility for the Project, and shall defend against and hold harmless the City, including the cost to defend in the event there is a claim for injury to persons or property caused by the County. Upon completion of the Project and final acceptance by the City, the City will assume liability for the operation and maintenance of the Project, however the County will be responsible for the continued payment of the Bond through the special tax levy. This provision survives the terms of this agreement.

10. **Termination.** This agreement ends upon the expiration of the terms of this agreement, or upon mutual written consent of the parties.

11. **Severability.** Should any one part or section of this Agreement be determined by the Court of law to be invalid, only such section shall be affected and the remainder of this Agreement shall remain valid and enforceable.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and any amendment or modification to this Agreement shall not be effective unless approved in writing by all of the parties of this Agreement.

13. **Execution and Delivery of Copies.** Upon authorization and execution by the appropriate authorized officials in accordance with Montana law, copies of this Agreement shall be filed in the office of:

1. Fergus County; and
2. The office of the Secretary of State of the State of Montana.

IN WITNESS WHEREOF, the parties hereto do execute this Agreement on the day and year first above written.

Signed this ____ day of _____, 2014.

FERGUS COUNTY, MONTANA

By _____
Chairman

Attest: _____
Fergus County Clerk & Recorder

**CITY OF LEWISTOWN,
MONTANA**

By _____
City Manager

Attest: _____
City Clerk

AGREEMENT TO FURNISH ENGINEERING SERVICES
To
FERGUS COUNTY, MONTANA
For
**WATER AND WASTEWATER SERVICE TO THE FERGUS COUNTY
FAIRGROUNDS**

For the consideration hereinafter set forth, ROBERT PECCIA & ASSOCIATES, INC. (hereinafter referred to as the Engineer) agrees to provide engineering and related services as described herein to Fergus County, Montana (hereinafter referred to as the Owner) for a project generally described as providing water and sewer service to the Fergus County Fairgrounds. It is anticipated that this will include preliminary engineering, funding assistance, design, bid phase services, and construction phase services.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to provide engineering and related services for the Owner's Project. The services to be provided, and the compensation for such services, shall be as mutually agreed to in separate Task Orders to this Agreement executed by both parties. Unless otherwise indicated in a Task Order, execution of a Task Order by the Owner shall constitute notice to and authorization for the Engineer to proceed with the services enumerated in the Task Order.

ARTICLE 2. BASIS OF COMPENSATION

A. COMPENSATION

As a consideration for providing the services covered under this Agreement, the Owner shall pay the Engineer a lump sum fee or the Engineer's current salary cost, overhead, and direct costs, plus a fixed fee, whichever is appropriate, as described in each Task Order.

B. BUDGET

The budget for the Scope of Services as established in each Task Order shall be negotiated by the parties at the time each service is authorized.

C. CHANGE OF SCOPE

The Scope of Services and its related budget for each Task Order shall be limited to the scope and budget so contained therein. Changes in the indicated Scope of Services shall be subject to renegotiation and shall be implemented by a formal amendment to the appropriate Task Order.

D. BASIS OF COSTS

The budgets listed in the Task Orders are based on salaries and expenses estimated for completing the work in the time frames indicated in each Task Order. Should the services scheduled be delayed because of circumstances beyond the control of the Engineer, the parties will renegotiate the Engineer's compensation to provide for additional costs of service.

E. ADDITIONAL SERVICES

Additional services not specified in Article 1, but subsequently requested by the Owner, shall be included in the appropriate Task Order or a separate Task Order shall be written for the additional services.

F. ALTERNATIVE DESIGNS

If the Owner directs that competitive bids be taken for construction of alternative designs where this involves the preparation of designs, drawings, and specifications for alternative facilities not previously agreed to, the compensation to the Engineer shall be on the basis of an additional payment to be mutually negotiated at the time the Owner directs that alternative designs, drawings, and specifications be prepared.

G. LITIGATION ASSISTANCE

Engineer will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Owner shall reimburse Engineer for its costs and compensate Engineer at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

ARTICLE 3. PAYMENT FOR SERVICES

Payment to the Engineer, as prescribed in Article 2, shall be made as follows:

A. PAYMENT FOR SERVICES

Payment is due within 30 days after receipt of billing of the amount due for each service rendered.

B. DISPUTED INVOICES

In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

C. INTEREST

If payment of the amounts due or any portion thereof is not made as prescribed above, interest on the unpaid balance will accrue at the rate of one percent (1%) per month and become due and payable at the time said overdue payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures followed by the Engineer. In the event of disputed or contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with the payment provision outlined herein. If the Engineer has to retain an attorney to assist in recovering amounts due under this Agreement, Engineer also shall be entitled to recover reasonable attorney's fees and costs.

ARTICLE 4. OBLIGATIONS OF THE ENGINEER

A. AUTHORIZATION TO PROCEED

The Engineer will not begin work on any of the services listed in Article 1 until the Owner directs him to proceed. Authorization to proceed on work elements under this Agreement as to scope, cost, and time for completion shall be in the form of a Task Order as previously described.

B. SUBSURFACE INVESTIGATIONS

In soils, foundation, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals, and at locations other than where observations, explorations, and investigations have been made. In estimating subsurface conditions, the data, interpretation, and recommendations of the Engineer are based solely on the information obtained. It is recognized, however, that because of the inherent risks and uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost.

The Engineer will coordinate the subsurface investigations and perform engineering evaluations in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied regarding the nature or condition of subsurface soils. Owner agrees it will retain a geotechnical engineer if Owner wants more detailed geotechnical information.

C. PERIODIC SITE VISITS

Visits to the construction site and observations made by the Engineer as part of services during construction are made for the purpose of determining whether, in general, work appears to conform to the design intent. Engineer will not make detailed or exhaustive investigations of Contractor's work. Engineering visits and observations shall not relieve the Construction Contractor(s) of an obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents and shall not relieve the Construction Contractor(s) of total responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the Construction Contract(s) in conformance with the intent of those Contract(s) and for all safety precautions incidental thereto. Such visits by the Engineer are not to be construed as part of the observation duties of the on-site representative personnel defined herein.

nor is the Engineer in any way responsible for inspecting, noting, commenting on, or reporting safety deficiencies. The Engineer shall not be responsible for the acts or omissions of any Contractor(s)' or subcontractor(s)' agents or employees or any persons at the site except Engineer's own employees and agents.

D. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

Engineer shall be responsible only for those construction phase services expressly required of Engineer in a subsequent Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing or submittal review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing change orders, revisions to the Contract Documents during construction, construction insurance and surety bonding interpretation and enforcement, construction observation and review, review of payment applications, and all other necessary construction phase engineering and professional services. The Engineer will not be able to sign any certifications required by state or federal agencies, or funding agencies, unless the Engineer is closely involved in those aspects during construction. Owner waives all claims against the Engineer that may be connected in any way to construction phase engineering and professional services except for those services that are expressly required of Engineer in a subsequent Task Order.

E. SELECTION OF ON-SITE REPRESENTATIVE

The Owner reserves the right to review and approve the qualifications of the Engineer's on-site representative personnel. The Owner may request to interview the Engineer's on-site representative personnel prior to giving final approval.

F. ON-SITE REPRESENTATIVE

The Engineer's on-site representative personnel will make reasonable efforts to assist in determining whether the work of the Contractor(s) fulfills the provisions of the Contract Documents. Their day-to-day presence and observations will not, however, cause the Engineer to be responsible for those duties and responsibilities that belong to the Owner and/or Construction Contractor(s) or other parties and which include, but are not limited to, full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work and for all safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Such on-site observations shall not, in any way, make the Engineer responsible for inspecting, noting, observing, or reporting on safety deficiencies of the Contractor nor for the acts or omissions of said Contractor(s)' or subcontractor(s)' agents or employees or any other persons at the site except Engineer's own employees and agents.

G. ON-SITE RESPONSIBILITIES

The Engineer shall act as the Owner's representative for all matters incidental to coordination of the project during construction; but the Engineer has not been retained or compensated to direct or supervise the Contractor's personnel; operate or have direct use of equipment; be responsible

for construction means, methods, techniques, and procedures; be responsible for safety precautions on the project, or in any way infringe on the duties of the Contractor(s). The Contractor alone is responsible for the adequate performance in conformance with the intent of the Construction Contract involving all aspects of the project and for the acts or omissions of the Contractor's agents or employees.

H. OPINIONS OF PROBABLE CONSTRUCTION COSTS

Engineer's opinion of probable construction cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner wishes greater assurance as to probable construction cost, Owner shall employ an independent cost estimator.

I. CONSTRUCTION PROGRESS PAYMENTS

Recommendations by the Engineer to the Owner for periodic construction progress payments to the Contractor are based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated and that the quality of work represented by the recommendation is generally in accordance with the intent of the Contract Documents. Such recommendations, however, shall not be deemed to represent that continuous, exhaustive, or detailed examinations or reviews of the work have been made by the Engineer to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects. Recommendation of such payment does not infer that the Engineer has made an examination to ascertain how or for what purpose any construction Contractor has used the moneys paid on account of the Contract Price or that title to any of the work, materials, or equipment has passed to Owner free and clear of liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

J. STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality. ENGINEER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ENGINEER'S SERVICES.

K. RECORD DRAWINGS

Record drawings will be prepared, in part, on the basis of information compiled and furnished by others and are not intended to represent in detail the exact location or type of various components nor the exact manner in which the project was finally constructed. The Engineer will not be

responsible for any errors or omissions that have been incorporated into the record drawings through the negligence or faulty information of others.

L. NO AUTHORITY OVER WORKSITE ACTIVITIES OR OTHER CONTRACTORS

Engineer shall not have any duty or authority to direct, supervise, oversee or control (i) any activities at the worksite, or (ii) any contractors of Owner or their work or to provide the means, methods or sequence of their work or to stop their work. Engineer's services and/or presence at a site shall not relieve others of their responsibility to Owner or to others. Engineer shall not be liable for the failure of Owner's contractors or others to fulfill their responsibilities, and Owner agrees to indemnify, hold harmless and defend Engineer against any claims arising out of such failures.

M. CONFIDENTIAL INFORMATION

Although Engineer generally will not disclose without Owner's consent information provided by Owner or developed by Engineer in the course of its services and designated by Owner as confidential, Engineer shall not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. Engineer shall notify Owner of any such disclosure.

N. CONTRACTOR'S PAYROLLS AND BASIC RECORDS

During construction the Contractor will be required to submit copies of their payroll and basic records to both the Engineer and Owner for archive purposes only. In addition, the Contractor will be required to submit a certification signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Montana Department of Labor and Industry, and that the classifications set forth for each laborer or mechanic conform with the work he/she performed. Because the Engineer has no formal training in contractor labor laws or in the interpretation of payroll reports, the Engineer will rely on the Contractor's certification that the employees are being classified and paid appropriately. If the Owner wishes to monitor the Contractor's payroll records they shall do so on their own, or shall employ an independent consultant trained in these matters.

O. CONTRACTOR'S INSURANCE AND BONDS

Engineer shall not provide or have any responsibility for surety bonding or insurance related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

P. SIGNING DOCUMENTS

Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot personally ascertain. Owner agrees not to make resolution of any

dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing such documents.

ARTICLE 5. OBLIGATIONS OF THE OWNER

A. AUTHORIZATION TO PROCEED

Authorize the Engineer to proceed prior to the Engineer starting work on any of the services listed in Article 1 by executing a Task Order for each phase of the work.

B. OWNER'S REPRESENTATIVE

Designate a person to act as Owner's representative with respect to the services to be performed or furnished by Engineer under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for this Project.

C. PROJECT REQUIREMENTS

Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

D. OWNER-FURNISHED DATA

Provide to the Engineer all technical data in the Owner's possession, including previous reports, maps, surveys, borings, and all other information required by the Engineer and relating to the Engineer's work on the project. Such information shall include, but not be limited to, the Owner's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards that Owner requires to be included. Engineer may rely upon the accuracy, timeliness, and completeness of the information provided by the Owner in performing Engineer's services to the Owner.

E. ACCESS TO FACILITIES AND PROPERTY

Make its system facilities and properties available and accessible for inspection by the Engineer and provide labor and safety equipment as required by the Engineer and as authorized by Owner.

F. ADVERTISEMENTS, PERMITS, AND ACCESS

Pay all costs and be responsible for publishing advertisements for bids and for obtaining permits and licenses that may be required by local, state, or federal authorities and shall secure the necessary land, easements, and rights-of-way, and shall provide access as necessary for the Engineer to perform his services on public or private property as required, unless as otherwise specified herein.

G. TIMELY REVIEW

The Owner shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as to not delay the services of Engineer.

H. PROMPT NOTICE

The Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services or any defect in the work of the Engineer or Contractors.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. FORCE MAJEURE

Engineer shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Owner or its contractors, failure of Owner or any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Engineer's reasonable control, and Engineer's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

B. INDEMNIFICATION

Indemnification by Engineer:

The Engineer shall indemnify and hold harmless the Owner and its officers, directors and employees against and from any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and reasonable counsel fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss or damage is caused by the negligence, knowingly wrongful acts, errors or omissions of the Engineer, its agents and/or employees.

Indemnification by Owner:

The Owner shall indemnify and hold harmless the Engineer and its employees and agents, against and from any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and reasonable counsel fees, arising out of personal injury or death of a person or loss or damage to property but only to the extent such personal injury, death, loss, destruction or damage is caused by the negligence, knowingly wrongful acts, errors or omissions of the Owner, its agents and/or employees.

C. LEVEL OF ENGINEERING EFFORT

The Owner and Engineer recognize that established compensation schedules and cost guidelines, plus previous experience and estimates of work efforts, were used in negotiating the basis of compensation in this Agreement. The Owner and Engineer further recognize that it is cost-prohibitive to the Owner to expect or require an absence of construction Contract Change Orders because of Contract Document ambiguities, inconsistencies, and/or discrepancies on a project of this type. Said guidelines and estimates and resulting basis of compensation, therefore, reflect a generally recognized level of engineering effort and professional competence that represent a balance between additional project costs directly attributable to said Change Orders and the necessary additional engineering changes to minimize or eliminate said Change Orders.

D. TERMINATION

This Agreement may be terminated by the Owner for its convenience by giving 30-days written notice to the Engineer.

This Agreement may be terminated by either party upon 30-days written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the other or if the project is stopped by conditions beyond the control of the Owner. Failure to perform includes failure of the Owner to promptly pay the Engineer in conformance with Article 3.

In the event of termination, the Engineer shall be paid in full for all work previously authorized and performed up to the termination date, plus termination expenses if termination is not caused by failure of the Engineer to perform in accordance with this Agreement.

If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

E. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The Owner may suspend, delay, or interrupt the work of the Engineer on the project for the convenience of the Owner or for reasons beyond the control of the Owner or Engineer.

In the event of such suspension, delay, or interruption, an adjustment in compensation due the Engineer shall be made for all increases in cost of the Engineer's performance under this Agreement, including personnel relocation and/or replacement costs, and all other identifiable labor and expense costs.

F. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace

such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. VENUE

In the event of litigation or arbitration concerning this Agreement, venue shall be in the Tenth Judicial District in and for the County of Fergus, Montana, and this Agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

H. HAZARDOUS ENVIRONMENTAL CONDITION

Owner represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist. Owner has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location.

If a Hazardous Environmental Condition is encountered or alleged, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the work, the Engineer shall have the obligation to notify Owner and, to the extent of applicable laws and regulations, appropriate government officials.

It is acknowledged by both parties that the Engineer's scope of services does not include any services related to a Hazardous Environmental Condition. In the event the Engineer or any other party encounters a Hazardous Environmental Condition, the Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. THIRD PARTY BENEFICIARY

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Engineer or the Owner. The Engineer's services under this Agreement are being performed solely for the benefit of the client, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or non-performance of any services under this Agreement. No other party or entity is intended to benefit from this Agreement.

ARTICLE 7. GENERAL PROVISIONS

A. ACCESS TO DOCUMENTS

It is expressly understood that the Engineer's records relating to this Agreement will be available during normal business hours for inspection by the Owner, or authorized representative of the above.

B. REUSE OF DOCUMENTS

All documents including Drawings and Specifications provided or furnished by Engineer (or Engineer's Consultants) pursuant to this Agreement are instruments of service in respect of the Project. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others; however, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by Engineer and Engineer's Consultants, as appropriate, for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer, or to Engineer's Consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

C. ELECTRONIC TRANSFER OF DOCUMENTS

The Engineer will furnish to the Owner, upon request, drawings in electronic media (disk) format. Copies of documents that may be relied upon by Owner are limited to the printed copies also known as hard copies that are signed and sealed by the Engineer. Plot files in electronic media format of text, data, graphics, or of other types that are furnished by the Engineer to the Owner, are only for the convenience of the Owner and others. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60-days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by the Owner.

When transferring documents in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of this project.

D. DISPUTE RESOLUTION

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by an independent party agreed to by the Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days of the event causing the dispute. If such mediation is unsuccessful in resolving the dispute, then (i) the parties may mutually agree to a dispute resolution of their choice, such as

arbitration, or (ii) either party may seek to have the dispute resolved by a court of competent jurisdiction.

E. INSURANCE REQUIREMENTS

Engineer agrees to maintain (with proof to the Owner) Professional Liability Insurance. This insurance shall carry a minimum coverage of \$750,000 per claim and \$1,500,000 per occurrence.

ARTICLE 8. DESCRIPTION AND SIGNATURES

A. AGREEMENT DESCRIPTION

This Agreement (consisting of pages 1 to 12, inclusive) constitutes the entire Agreement between the Owner and the Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written Contract Amendment.

DATED this 28th day of July, 2014.

FERGUS COUNTY, MONTANA

By: _____

Title: Ken Ronish, Chairman

ROBERT PECCIA & ASSOCIATES, INC.

By: _____

Title: Keith Jensen, P.E., President

AGREEMENT TO FURNISH ENGINEERING SERVICES
to
FERGUS COUNTY, MONTANA
for
WATER and WASTEWATER ENGINEERING SERVICES

TASK ORDER NUMBER ONE

DESIGN PHASE SERVICES
FERGUS COUNTY FAIRGROUNDS

This Task Order provides for professional engineering services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (hereinafter the Engineer), for FERGUS COUNTY (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to FERGUS COUNTY, dated July 28, 2014, (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish professional engineering services in connection with extending water and sewer service to the Fergus County Fairgrounds. Water and Sewer will be installed to serve the existing fairgrounds site including existing structures and a camping area. Anticipated staff-hour estimates for these activities are shown on the accompanying Schedule of Estimated Costs. Changes in the indicated scope of services shall be subject to renegotiation and implementation through a subsequent Task Order.

1. Initial On-Site Meeting. Meet at the site to discuss the project. Perform field investigations as necessary with Fairgrounds staff to become familiar with the project site. Discuss and prioritize improvements with Fairgrounds staff.
2. Review Existing Documents. Review As-Builts and other documents showing the location of utilities, septic systems, and other information.
3. Permits and Easements: This design task includes assisting/supporting the County and City of Lewistown with coordination required to obtain the necessary easements associated with the extension of water and sewer improvements. RPA will prepare all documents needed to obtain the known environmental permits needed for the proposed work. This includes preparation of a *Joint Application* for work in floodplains and water bodies.
4. Surveying and Base Mapping. Conduct field instrument surveys of existing topography, utilities, piping, hydraulic structures, and structures. A base map of the project site will

be created based on the survey data collected and used as a basis for design.

5. Design of Water Improvements. This design task includes the water main distribution on the existing fairgrounds site and water main transmission piping as necessary to connect to the City of Lewistown's existing distribution system and provide the site with the required fire flow. The design fire flow at the fairgrounds site for new fire hydrants is 1200 gpm. A water meter vault will be included at the point where the water main enters the Fairgrounds site. The design will include piping configured such that this meter measures all water that enters the Fairgrounds property. This design task also includes design of a water filling station on the site that will be used to fill water trucks from the city system.
6. Design Sewer Improvements. This design task includes design of gravity sewer main concrete manholes as necessary to collect sewage on the Fairgrounds Site. These gravity sewer mains will flow to a Sanitary Sewer Lift Station. The design for this lift station will meet the requirements of *DEQ – Circular 2*. This lift station will be of the submersible pump type with the discharge piping, control panels, and back-up generator housed in a CMU building. This design task also includes design of a sanitary sewer force main that will discharge to the City of Lewistown's existing collection system piping in close proximity to the wastewater treatment facility. This design task also includes design of a sewage dump station intended as an unloading point for RV's.
7. Design and Coordination of Services and Water Meters. This task includes working with the owner to determine which structures and locations require water service, sewer service, or both. Locations and structures which are to be connected to the sewer system will have a water meter installed so that the City can accurately charge for sewer.
8. Coordinate and complete a geotechnical investigation to provide soils information to be used for design of the lift station structure and piping. This information will also be incorporated into the Contract Documents to be utilized by the construction contractors bidding the project. It is anticipated that a subconsultant will be utilized for a portion of this work.
9. Prepare preliminary construction drawings, specifications, and opinion of probable construction cost at (90%). Drawings and specifications to be submitted to the Montana Department of Environmental Quality (MDEQ) and the Owner. Construction drawings showing the required improvements and configuration of the project will be prepared for review by MDEQ and the Owner. Specifications will include material and installation requirements for the rehabilitation treatments and replacement techniques represented on the construction drawings. Opinion of Probable Construction Cost to be prepared to be submitted to the Owner for review.
10. Prepare final construction drawings and specifications (100%). MDEQ and Owner comments will be incorporated into the final documents. The documents will be suitable for bidding and construction of the required improvements. Opinion of Probable

Construction Cost to be updated to reflect any changes since 90% submittal set.

ARTICLE 2. SCHEDULING

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed by August 30, 2014.

ARTICLE 3. COMPENSATION

A. BUDGET

The budget for those services described under Article 1, **Scope of Services** shall be a lump sum fee not to exceed \$163,660.00 without prior authorization. An estimate of these costs are shown on the attached Schedule of Estimated Costs.

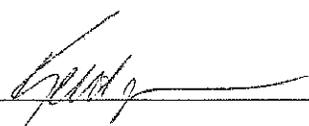
DATED this 28th day of July, 2014.

FERGUS COUNTY, MONTANA

By: _____

Ken Ronish, Chairman

ROBERT PECCIA & ASSOCIATES, INC.

By:  _____

Keith Jensen, President

EXHIBIT A
 Schedule of Estimated Engineering Costs
 Robert Peccia & Associates, Inc.
 DESIGN PHASE SERVICES

Work Item	President	Project Manager	Project Engineer	CADD Manager	CADD Technician	Surveyor	Administrative Assistant	Total Hours
Initial Site Visit to Determine Septic Locations for service	\$59.25	\$45.54	\$31.26	\$30.63	\$24.87	\$33.23	\$21.02	16
Review of Fairgrounds As-Builts			8					8
Easement / Route Evaluations and Meetings		24	16					40
Surveying		4	12			148		164
Create Base Map				8	24	60		92
Coordination with FWP		4	16					20
Design of Water Main		24	48	24	80			176
Design of Water Fill Station		4	8	8	8			28
Design of Gravity Sewer Collection System		24	60	24	80			168
Design of Sewer Lift Station		32	48	16	40			136
Design of Force Main		8	24	24	80			136
Design of Sewage Dump Station		4	8	8	8			28
Water Services, Sewer Services, Campground Services		8	24	16	24			72
Geotechnical Coordination and On-Site Data Collection		8	16					24
Prepare 90% Design Documents		4	12				4	20
DEQ Design Report, Submittal, and Coordination		12	8					20
Prepare Contract Documents and Specifications		32	80				20	132
Prepare Engineer's Construction Cost Estimate		12	20					32
Owner Review Coordination		12	8					20
QA/QC Process	24	24	16					64
Prepare 100% Design Documents following Review		8	20				16	44
Total Hours	24	248	468	128	344	208	40	1460
Labor Cost Per Employee	\$ 1,422.00	\$ 11,293.92	\$ 14,629.68	\$ 3,920.64	\$ 8,555.28	\$ 6,911.84	\$ 840.80	\$ 47,574.16

DIRECT EXPENSES

Mileage	\$1,250.00
Per Diem	\$100.00
Geotechnical Engineer (Portage)	\$8,000.00
Computer Charges (CAD)	\$2,100.00
GPS RTK Survey Machine (7 days)	\$2,800.00
Printing	\$750.00

Total Direct Expenses \$15,000.00

Direct Labor	\$47,574.16
Overhead (1.7173 X Direct Labor)	\$81,699.10

Sub Total Labor Cost	\$129,273.26
Fixed Fee	\$19,386.74
Direct Expenses	\$15,000.00

Total Engineering Fee \$163,660.00

AGREEMENT TO FURNISH ENGINEERING SERVICES
to
FERGUS COUNTY, MONTANA
for
WATER and WASTEWATER ENGINEERING SERVICES

TASK ORDER NUMBER TWO

BID PHASE SERVICES
FERGUS COUNTY FAIRGROUNDS

This Task Order provides for professional engineering services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (hereinafter the Engineer), for FERGUS COUNTY (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to FERGUS COUNTY, dated July 28, 2014, (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish professional engineering services in connection with extending water and sewer service to the Fergus County Fairgrounds. Water and Sewer will be installed to serve the existing fairgrounds site including existing structures and a camping area. This Task Order includes the bidding phase services anticipated for this project. Staff-hour estimates for these activities are shown on the accompanying Schedule of Estimated Costs. Changes in the indicated scope of services shall be subject to renegotiation and implementation through a subsequent Task Order.

1. Advertise For Bids. Engineer will coordinate the advertisement for bids in at least two different newspapers. One of the newspapers will be the local newspaper (Argus) and the other will be a "major publication" such as in Billings, Great Falls, or Helena. The Owner will be responsible for the cost of publishing the legal advertisements.
2. Prepare Final Plans for Electronic Bidding. Final plans will be formatted for electronic bidding and placed on RPA's web site for bidders to download.
3. Invite Contractors to Bid. The Engineer will send out personal *Invitations to Bid* to a list of Contractors who may be interested in bidding on the project. The Engineer maintains a current listing of Contractors who perform certain types of work within the State.
3. Pre-Bid Conference. The Engineer shall schedule and conduct a Pre-Bid Conference in Lewistown. The intent of this conference is to make the Contractors fully aware of the project requirements and give the bidders an opportunity to see the site and ask questions.

be created based on the survey data collected and used as a basis for design.

5. Design of Water Improvements. This design task includes the water main distribution on the existing fairgrounds site and water main transmission piping as necessary to connect to the City of Lewistown's existing distribution system and provide the site with the required fire flow. The design fire flow at the fairgrounds site for new fire hydrants is 1200 gpm. A water meter vault will be included at the point where the water main enters the Fairgrounds site. The design will include piping configured such that this meter measures all water that enters the Fairgrounds property. This design task also includes design of a water filling station on the site that will be used to fill water trucks from the city system.
6. Design Sewer Improvements. This design task includes design of gravity sewer main concrete manholes as necessary to collect sewage on the Fairgrounds Site. These gravity sewer mains will flow to a Sanitary Sewer Lift Station. The design for this lift station will meet the requirements of *DEQ - Circular 2*. This lift station will be of the submersible pump type with the discharge piping, control panels, and back-up generator housed in a CMU building. This design task also includes design of a sanitary sewer force main that will discharge to the City of Lewistown's existing collection system piping in close proximity to the wastewater treatment facility. This design task also includes design of a sewage dump station intended as an unloading point for RV's.
7. Design and Coordination of Services and Water Meters. This task includes working with the owner to determine which structures and locations require water service, sewer service, or both. Locations and structures which are to be connected to the sewer system will have a water meter installed so that the City can accurately charge for sewer.
8. Coordinate and complete a geotechnical investigation to provide soils information to be used for design of the lift station structure and piping. This information will also be incorporated into the Contract Documents to be utilized by the construction contractors bidding the project. It is anticipated that a subconsultant will be utilized for a portion of this work.
9. Prepare preliminary construction drawings, specifications, and opinion of probable construction cost at (90%). Drawings and specifications to be submitted to the Montana Department of Environmental Quality (MDEQ) and the Owner. Construction drawings showing the required improvements and configuration of the project will be prepared for review by MDEQ and the Owner. Specifications will include material and installation requirements for the rehabilitation treatments and replacement techniques represented on the construction drawings. Opinion of Probable Construction Cost to be prepared to be submitted to the Owner for review.
10. Prepare final construction drawings and specifications (100%). MDEQ and Owner comments will be incorporated into the final documents. The documents will be suitable for bidding and construction of the required improvements. Opinion of Probable

Construction Cost to be updated to reflect any changes since 90% submittal set.

ARTICLE 2. SCHEDULING

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed by August 30, 2014.

ARTICLE 3. COMPENSATION

A. BUDGET

The budget for those services described under Article 1, **Scope of Services** shall be a lump sum fee not to exceed \$163,660.00 without prior authorization. An estimate of these costs are shown on the attached Schedule of Estimated Costs.

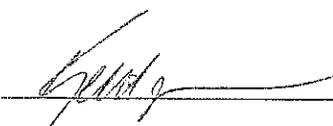
DATED this 28th day of July, 2014.

FERGUS COUNTY, MONTANA

By: _____

Ken Ronish, Chairman

ROBERT PECCIA & ASSOCIATES, INC.

By:  _____

Keith Jensen, President

EXHIBIT A
 Schedule of Estimated Engineering Costs
 Robert Peccia & Associates, Inc.
 BID PHASE SERVICES

Work Item	Project Manager	Project Engineer	CADD Manager	CADD Technician	Administrative Assistant	Total Hours
	\$45.54	\$31.26	\$30.63	\$24.87	\$21.02	
Advertise for Bids		2			4	6
Prepare Final Plans for Electronic Bidding	2		8	16	2	28
Invite Contractors to Bid	4	4				8
Track Planholders and Distribute Plans		2			8	10
Attend Pre-Bid Meeting and Preparation	12	4				16
Answer Bidders Questions and Issue Addenda	4	24			2	30
Attend Bid Opening and Evaluate Bids	8	4				12
Prepare Bid Tabulations	2	8				10
Award Recommendation to Owner	1	2				3
Prepare Notice of Award		2				
Total Hours	33	52	8	16	18	123
Labor Cost Per Employee	\$ 1,502.82	\$ 1,625.52	\$ 245.04	\$ 397.92	\$ 336.32	\$ 4,107.62

DIRECT EXPENSES

Mileage	\$500.00
Per Diem	\$50.00
Computer Charges (CAD)	\$500.00
Printing	\$350.00
Total Direct Expenses	\$1,400.00
Direct Labor	\$4,107.62
Overhead (1.7173 X Direct Labor)	\$7,054.02
Sub Total Labor Cost	\$11,181.64
Fixed Fee	\$1,064.83
Direct Expenses	\$1,400.00
Total Engineering Fee	\$14,220.00

AGREEMENT TO FURNISH ENGINEERING SERVICES
to
FERGUS COUNTY, MONTANA
for
WATER and WASTEWATER ENGINEERING SERVICES

TASK ORDER NUMBER THREE

FUNDING ASSISTANCE
FERGUS COUNTY FAIRGROUNDS

This Task Order provides for professional engineering services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (hereinafter the Engineer), for FERGUS COUNTY (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to FERGUS COUNTY, dated July 28, 2014, (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish professional engineering services in connection with extending water and sewer service to the Fergus County Fairgrounds. Water and Sewer will be installed to serve the existing fairgrounds site including existing structures and a camping area. This Task Order includes the funding assistance work items anticipated for this project. Staff-hour estimates for these activities are shown on the accompanying Schedule of Estimated Costs. Changes in the indicated scope of services shall be subject to renegotiation and implementation through a subsequent Task Order.

1. Attend Organizational and Public Meetings. Engineer will attend Organizational and public meetings in Lewistown to present information and answer questions about the project, water and sewer needs at the Fairgrounds, and funding sources for the project. This includes Fergus County hearings, Rotary Club, and Kiwanis meetings. The intent is to educate the public on the project and why it is needed.
2. Finalize Project Budget. Prepare final budget for anticipated expenditures as a method of tracking. This budget will be based on the final project elements, method of funding, and final project requirements. The budget is to be based on the \$2,293,500 mill levy passed in Fergus County for the project.
3. Track Budget Items. This item includes tracking all budget items in conjunction with project drawdowns. This budget is based on the mil levy amount passed (This budget shall be updated monthly to ensure that the project remain on budget and as a method for cost control.

4. Prepare/Certify Project Drawdown Requests. It is anticipated in this contract that the funding source utilized for this project will be a private bank. This item includes preparation of drawdown requests and documenting project costs as required by the bank.
5. Support Bond Counsel. This task includes review of documents and coordination with the County's Bond Counsel as needed to complete the project.

ARTICLE 2. SCHEDULING

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed by November 30, 2015.

ARTICLE 3. COMPENSATION

A. BUDGET

The budget for those services described under Article 1, **Scope of Services** shall be a cost plus fixed fee not to exceed \$ 16,700.00 without prior authorization. The fixed fee shall be \$2,016.00. The Engineers current wage rates, and actual direct out-of-pocket job costs shall be used to determine the costs. An estimate of these costs are shown on the attached Schedule of Estimated Costs.

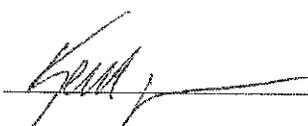
DATED this 28th day of July, 2014.

FERGUS COUNTY, MONTANA

By: _____

Ken Ronish, Chairman

ROBERT PECCIA & ASSOCIATES, INC.

By:  _____

Keith Jensen, President

ARTICLE 2. SCHEDULING

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed by November 30, 2014.

ARTICLE 3. COMPENSATION

A. BUDGET

The budget for those services described under Article 1, **Scope of Services** shall be a cost plus fixed fee not to exceed \$ 14,220.00 without prior authorization. The fixed fee shall be \$1,664.83. The Engineers current wage rates, and actual direct out-of-pocket job costs shall be used to determine the costs. An estimate of these costs are shown on the attached Schedule of Estimated Costs.

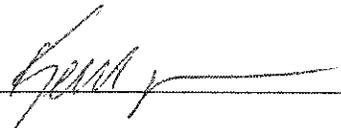
DATED this 28th day of July, 2014.

FERGUS COUNTY, MONTANA

By: _____

Ken Ronish, Chairman

ROBERT PECCIA & ASSOCIATES, INC.

By:  _____

Keith Jensen, President

EXHIBIT A
 Schedule of Estimated Engineering Costs
 Robert Peccia & Associates, Inc.
 FUNDING ASSISTANCE

Work Item	Project Manager	Project Engineer	CADD Manager	CADD Technician	Administrative Assistant	Total Hours
	\$45.54	\$31.26	\$30.63	\$24.87	\$21.02	
Attend Organizational Meetings & Public Meetings	44	2			2	48
Finalize Project Budget	8	2				
Track Project Budget Items	16	8			4	28
Drawdown Requests and Documentation	4	16			4	
Support Bond Counsel	12	4				16
Total Hours	64	32	0	0	10	92
Labor Cost Per Employee	\$ 3,825.36	\$ 1,000.32	\$ -	\$ -	\$ 210.20	\$ 5,035.88

DIRECT EXPENSES

Mileage	\$750.00
Per Diem	\$50.00
Computer Charges	\$150.00
Printing	\$50.00

Total Direct Expenses \$1,000.00

Direct Labor \$6,035.88
 Overhead (1.7173 X Direct Labor) \$8,648.12

Sub Total Labor Cost \$13,684.00
 Fixed Fee \$2,016.00
 Direct Expenses \$1,000.00

Total Engineering Fee \$16,700.00

A RESOLUTION CALLING FOR A REFERENDUM ON THE
CREATION OF A SPECIAL DISTRICT PROPOSED TO BE NAMED THE
"FERGUS COUNTY RECREATION DISTRICT; AND SPECIFYING THE TYPE
OF ACTIVITIES OR IMPROVMENTS TO BE FINANCED, THE ESTIMATED
COST AND METHOD OF FINANCING, THE BOUNDARIES OF THE
PROPOSED DISTRICT, THE TERM OF THE PROPOSED DISTRICT, THE
MANNER OF ADMINISTRATION OF THE PROPOSED DISTRICT; AND
SETTING FORTH THE BALLOT LANGUAGE FOR THE GENERAL
ELECTION TO TAKE PLACE ON NOVEMBER 4, 2014

WHEREAS, the Board of Commissioners of Fergus County has studied the issue of creation of a special district to fund rehabilitation and construction activities at the City of Lewistown swimming pool, along with consideration of funding for other recreational facilities and activities operated and managed by the City of Lewistown.

In connection with this study, the Board of Commissioners appointed a special board to study the issue and make recommendations, and further the Board of Commissioners sought and received input from the Fergus County Community Council; and

WHEREAS, the Board of Commissioners has reviewed and considered all of the recommendations made by the specially appointed committee and the recommendations made by Community Council, and has further considered input from the public at public meetings; and

WHEREAS, the Board of Commissioners has decided to order a referendum on the issue of creation of a special district pursuant to the provisions of Title 7, Chapter, 11, part 10, Montana Code Annotated;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. Pursuant to section 7-11-1011, Montana Code Annotated, it is hereby ordered that a referendum shall be submitted to the registered voters who reside within the proposed district, and those other individuals qualified to vote pursuant to subsections (5) and (6) of the statute cited above; and the issue to be submitted is whether the Board of Commissioners should create a special district to be known as the "Fergus County Recreation District".

2. The proposed boundaries of the special district shall be coextensive with, or those same boundaries as the Fergus High School District, as shown on the map attached hereto.

3. The type of activities or improvements proposed are:

a. renovation and/or construction activities to the Lewistown swimming pool facility,

b. financial support, with any excess tax revenues received beyond debt service for pool renovation and/or reconstruction, to the Lewistown swimming pool and/or the Lewistown Civic Center.

4. The term of the proposed special district shall be for 20 calendar years, or a term including 20 full years of special levies to fund the proposed activities or improvements, whichever term is longer.

5. The proposed special district will be administered by an appointed board.

6. The proposed district will be funded by an assessment on all dwelling units located on residential or commercial property within the district; of no more than \$35.00 per year, for a term of 20 years; such being deemed

sufficient to retire the principal amount of \$1,456,000, plus interest over the term of 20 years.

BE IT FURTHER RESOLVED that the Fergus County Clerk and Recorder shall certify the ballot and the ballot language in accordance with law, for the general election to take place on November 4, 2014; and the ballot language shall be as follows:

“Shall the proposition to organize the Fergus County Recreation District be adopted? Adoption of the district will include the following:

1. An assessment on all dwelling units located on residential or commercial property within the district; of no more than \$35.00 per year, for a term of 20 years;
2. The district boundaries shall be coextensive with the boundaries of the Fergus County High School District;
3. The proposed improvements or activities of the district are to fund renovation or construction activities at the Lewistown swimming pool facility; with any excess revenues after annual debt retirement to be used to support the swimming pool and/or the civic center;
4. The term of the proposed special district shall be for 20 calendar years, or a term including 20 full years of special levies to fund the proposed activities or improvements, whichever term is longer.
5. The proposed special district will be administered by an appointed board.

___ FOR ORGANIZATION OF THE FERGUS COUNTY
RECREATION DISTRICT

___ AGAINST ORGANIZATION OF THE FERGUS COUNTY
RECREATION DISTRICT”

BE IT FURTHER RESOLVED that upon passage and approval hereof, the Fergus County Clerk and Recorder shall provide a certified copy of this

resolution to the local office of the Department of Revenue and a certified copy to the City of Lewistown; and

BE IT FURTHER RESOLVED that the Board of Commissioners are committed to providing all applicable information to the public, and in this regard, copies of this resolution and any other relevant information shall be provided to local news organizations.

PASSED AND APPROVED this _____ day of _____, 2014.

BOARD OF COMMISSIONERS:

CARL SEILSTAD

KEN RONISH

SANDY YOUNGBAUER

ATTEST:

RANA WICHMAN, Clerk & Recorder

