AGENDA

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

July 16, 2019

MEETING CALLED TO ORDER AT 6:30 P.M.
PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor: _____
Alderpersons: Karen Molina _____ Clayton Greer _____ Tony Maxwell _____
Harry Kautzman _____ Jeremy Krebs _____ Riley Ramsey _____

CONSENT AGENDA:
Council Meeting 07/02/19 · Impact Fees Committee 06/27/19·
Claims

PUBLIC COMMENT:

MAYOR:

COMMITTEE REPORTS:

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

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

- Rocky Mountain Fun Model T Ford car run
- Department of Administration – letter of reissue Audit FY 17, page 29

UNFINISHED BUSINESS:

- Greg Steckler – Infiltration and Inflow Investigation (I & I Study) report
- Collective Bargaining Agreement

NEW BUSINESS:

- Budget Timeline
- Positive Payee: First Interstate Bank and Black Mountain Software
- UV Lights – Wastewater Treatment Plant – DC Frost Associates, Inc. $7,405.80
- Amendment to Law Enforcement Interlocal Agreement

STAFF REPORTS

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

RESOLUTIONS & ORDINANCES:
Resolution NO. 2196 – Wages for Certain City Employees for Fiscal Year 2019/2020
Resolution NO. 2197 – Establishing wages for Non-Union Employees for Fiscal Year 2019/2020

ANNOUNCEMENTS:
Employee Anniversaries – Nathan Enick JR. - 4 years and Judge James Seykora – 4 years
Budget Meetings - Continuing as needed
Impact Fee Advisory Committee Meeting – July 18th at 6:00 p.m.
Water Committee Meeting – July 18th at 6:30 p.m.
Chip Seal Project is expected to begin on July 29th

Meeting adjourned at _____P.M.

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

THE COMMON COUNCIL
CITY of HARDIN, MONTANA

COUNCIL MEETING: The Regular Council Meeting for July 2, 2019 was called to order at 6:30 p.m. with Mayor Joe Purcell presiding by reciting the Pledge of Allegiance.

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

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

MINUTES OF THE PREVIOUS MEETINGS & CLAIMS: Greer made the motion to approve the Council minutes as written for June 18, 2019 and Committee minutes as written for June 19, 2019. Motion seconded by Maxwell. On a voice vote the motion passed. (5/0) Molina recuse.

Greer made a motion to approve the claims:

	CLAIM No.		Monthly Total
May, 2019	24599	$	17.40
June, 2019	24598, 24600 – 24624 24648 - 24669 24671 - 24676	$	74,937.56
July, 2019	24625 – 24647, 24670	$	152,852.97
Transfer funds	24670	$	(149,645.97)
Claims Total (Expenditures)		**$**	**78,161.96**
	24670	$	149,645.97
May, 2019 Payroll		$	169,909.14
TOTAL Submitted		**$**	**397,717.07**

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

PUBLIC COMMENT:

Jeffrey McDowell reported the past due assessments for the Detention Center have been paid. He announced the Kiwanis are hosting a pancake breakfast July 4th at the Big Horn County Fair Grounds and the Hardin Volunteer Fire Department will be serving lunch at the 4th of July Celebration.

Cory Kenney asked why his rental property was mowed compared to neighboring properties. He noted Carole Fox asked at the last meeting if property owners were notified in advance. He added not everyone reads the published notices. He suggested to put sticker notices on the doors of properties and to call owners that are in violation to give them time to correct the issue. Kenney noted he would like for the City to consider spraying alleys for weeds around June. Kautzman voiced that if the City were to spray alleys then every house in town would have to be tagged to notify them. Molina added the overspray could damage gardens and affect pets.

Rodney Molina voiced there should be a height limit or vehicles parked on the streets, adding somebody is going to get hurt because they cannot see around them. He suggested to have parking on streets limited to a few vehicles per registered owner.

MAYOR:

Mayor Purcell congratulated the Hardin High School Band for being selected to participate in the 2020 National Independence Day Parade in Washington, D.C., the City-County Planning Board Letters of Interest are due by July 11, 2019, and a Law Enforcement Meeting is scheduled for Wednesday, July 10th at 10:00 a.m.

Mayor Purcell reported he has received several responses from the Community Letter requesting information from different groups and organizations in the Hardin area.

There is not any new information on the Detention Center and there has not been any known progress at the server farm.

A Budget Meeting is scheduled for Monday, July 8th and continuing as needed and the Impact Fee Advisory Committee will meet July 18th at 6:00 p.m.

Mayor Purcell extended a "Thank You" to the City crew for trimming trees on Center Avenue and 3rd Street.

COMMITTEE REPORTS:

Personnel Policy/City Policy:

Mayor Purcell reported the Seasonal Employee position has been filled.

Sewer & Water:

Law Enforcement:

Streets & Alleys:

Parks & Playgrounds:

Krebs reported a toilet had to be replaced in the bathroom at South Park because of vandalism. The parks look good.

Finance/Landfill:

Resolution & Ordinances:

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

The City received the Newsline newsletter from the Montana Department of Transportation (MDOT) and the Vision Zero newsletter from MDOT.

UNFINISHED BUSINESS:

NEW BUSINESS:

Joe Connelly, Fire Chief of the Hardin Volunteer Fire Department, reported he received quotes for fire equipment. An $11,000 grant that was received from Rocky Mountain Regional Office, Branch of Forestry & Wildland Fire and Bureau of Indian Affairs will be used for the purchase. Big Sky Fire Equipment provided the lowest quote at $10,981.05. Kautzman motioned to approve the purchase. Molina seconded. On a voice vote the motion was unanimously approved.

Massine reported the City went out to bid for a Reciprocating Air Compressor. He received one quote from Ingersoll Rand in the amount of $18,216, installation included. Greer motioned to proceed with the purchase. Maxwell seconded. On a voice vote the motion was unanimously approved.

Mayor Purcell reviewed the proposed Collective Bargaining Agreement. The City employees have scheduled a meeting to review the proposal. Knudsen voiced he is seeking guidance from Council. Maxwell motioned to approve the draft proposal. Greer seconded. On a voice vote the motion was unanimously approved.

STAFF REPORTS:

Public Works:

Massine reported the City will begin chip sealing around the 29th of July and Steve Hopes is spraying weeds.

Finance:

Dyckman reported the audit for Fiscal Year 2018 was issued yesterday.

Legal:

Knudsen reported the County would like to clarify in the Interlocal Agreement that they are serving as City Police when they authorize the towing of vehicles that violate City Ordinances.

Knudsen reported he is working on water rights for the City.

Rodney Molina, employee of a local towing company, reported he attended a meeting at Big Horn County regarding the process and payment of towed vehicles.

Economic Development:

RESOLUTIONS & ORDINANCES:

Resolution NO. 2195: Requesting City Elections To Be Conducted By Mail Ballot. Ramsey motioned to approve the resolution. Greer seconded. On a voice vote the motion was unanimously approved.

ANNOUNCEMENTS:

Mayor Purcell congratulated Merle Johns for passing the exam for Class 1B Operator; Budget Meetings are scheduled for July 8th at 6:00 p.m. and continuing as needed; City Offices will be closed Independence Day, Thursday, July 4th; and an Impact Fee Advisory Committee Meeting is scheduled for July 18th at 6:00 p.m.

Greer motioned to adjourn the meeting. Kautzman seconded. The motion was unanimously approved. The meeting adjourned at 7:21 p.m.

_____

Joe Purcell, Mayor

ATTEST:

_____

Michelle Dyckman, Finance Officer/City Clerk

City of Hardin

Impact Fees Committee Meeting

June 27, 2019

The Impact Fees Committee Meeting began at 6:00 p.m. In attendance were committee members Clayton Greer and Tony Maxwell; Council member Riley Ramsey; Mayor Joe Purcell, Public Works Director Rock Massine, City Attorney Jordan Knudsen and Finance Officer/City Clerk Michelle Dyckman.

The Mayor outlined criteria for the Service Area Report to Establish Impact Fees as well 7-6-1602 MCA for the calculation of Impact Fees.

Discussion centered around developing the information to meet the criteria. It was noted that Hardin has one service area. When discussing the fee structure, Ramsey noted that 5% was not too much for an increase from 2012 until 2019. Maxwell thought that the $1,234.80 (current fee for a 1-inch water service) was too high. Greer added that the impact fees would be a minimal part of a project.

Greer noted the deficiencies noted in the PER for wastewater would meet the needs for the service report. Maxwell added the need for UV's in the water plant (to treat for cryptosporidium) needs to be considered.

There was also discussion about fees for upgrading a service. Operating and maintenance expenses are not included in any impact calculations.

The meeting ended at 7:32 p.m.

_____

Impact Fee Committee

ATTEST:

_____

Michelle Dyckman, Finance Officer/City Clerk

City of Hardin

Submitted for Approval

July 16, 2019

	CLAIM No.		Monthly Total
June, 2019	24677 - 24687		
	24691 - 24694		
	24696 - 24718	**$**	**57,590.65**
July, 2019	24688 - 24690, 24695		
	24706 - 24716	**$**	**91,752.62**
TOTAL Submitted		**$**	**149,343.27**

Claims or Expenditures over $5,000

per Resolution #2064

Vendor	Check #	Purpose	Amount
TRIPP & ASSOCIATES	34208	Audit	10,350.00
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	34215	Property,Crime,Fidelity Prem	23,405.41
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	34216	Liability premium	52,884.00
EXEMPT from Resolution 2064:			
AQUA-PURE INC	*34218*	*AF 60000 polymer*	*8,004.00*
NORTHWESTERN ENERGY	*34226*	*Electricity*	*17,751.88*
Approved Previously:			
06/18/19 Council meeting:			
TRU PIPE INC	34233	Camera & Clean for I&I	7,045.00

Checks Report

07/16/19 Meeting

Vendor	Claim #		Check	Amount
4 SEASON'S PLUMBING & HEATING LLC	CL	24678	34194	370.86
BIG HORN COUNTY NEWS	CL	24680	34195	588.20
BIG HORN COUNTY TREASURER	CL	24677	34196	1,127.71
BILL'S AUTO PARTS	CL	24681	34197	1,316.28
CHURCHILL EQUIPMENT CO INC	CL	24679	34198	347.87
ECOLAB INC	CL	24689	34199	55.03
HARDIN CONCRETE & CONSTR LLC	CL	24682	34200	1,350.00
HOTSY WY-MONT	CL	24692	34201	18.90
KELLEY IMAGING SYSTEMS INC	CL	24683	34202	37.42
MIKE'S QUICK LUBE & SERVICE LLC	CL	24693	34203	264.80
MT DEPARTMENT OF ENVIRONMENTAL QUALITY	CL	24690	34204	4,393.68
PINE RIDGE ROOFING LLC	CL	24688	34205	550.00
SIMPLY OFFICE SUPPLIES	CL	24687	34206	457.51
SOLID WASTE SYSTEMS INC	CL	24684	34207	78.30
TRIPP & ASSOCIATES	CL	24691	34208	10,350.00
UTILITIES UNDERGROUND LOC. CTR.	CL	24686	34209	32.97
BIG HORN INSURANCE	CL	24695	34210	65.00
CH DIAGNOSTIC & CONSULTING SERVICE INC	CL	24697	34211	1,400.00
ST Vincent Occupational Healthcare	CL	24696	34212	30.00
VERIZON WIRELESS	CL	24698	34213	605.62
TRI-STATE EQUIPMENT	CL	24685	34214	3,601.58
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	CL	24715	34215	23,405.41
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	CL	24716	34216	52,884.00
ALAINA CLUBFOOTE	CL	24706	34217	82.86
AQUA-PURE INC	CL	24694	34218	8,004.00
BIG HORN HOSPITAL ASSOCIATION	CL	24699	34219	50.00
CINTAS CORPORATION	CL	24708	34220	147.54
DC FROST ASSOCIATES INC	CL	24709	34221	1,900.00
DIS TECHNOLOGIES	CL	24710	34222	843.00
HARDIN CONCRETE & CONSTR LLC	CL	24711	34223	4,725.00
MOUNTAIN EQUIPMENT TECHNOLOGY INC	CL	24712	34224	2,157.60
MT DEPT OF LABOR & INDUSTRY	CL	24700	34225	14.91
NORTHWESTERN ENERGY	CL	24701	34226	17,751.88
PAULINE AZURE-FEUVRAY	CL	24707	34227	15.00
PINE RIDGE ROOFING LLC	CL	24713	34228	112.50
R&S EXTINGUISHERS INC	CL	24714	34229	416.00
REPUBLIC SERVICES #892	CL	24717	34230	524.72
STAHLY ENGINEERING & ASSOCIATES INC	CL	24702	34231	628.00
THE ORIGINAL BRIEFS	CL	24703	34232	458.40
TRU PIPE INC	CL	24704	34233	7,045.00
WOMACK MACHINE SUPPLY CO	CL	24705	34234	785.72
YELLOWSTONE WATERWORKS	CL	24718	34235	350.00
				149,343.27

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

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MONTANA MUNICIPAL INTERLOCAL AUTHORITY	CL 24716	34216	52,884.00
			91,752.62

July 2, 2019

1745 Ave C
Billings, Montana 59102
H: 406-252-0081
C: 406-698-6568

Mayor Joseph "Joe" Purcell
406 N. Cheyenne
Hardin, Montana 59034

Dear Mayor Purcell and City Council,

The Rocky Mountain Fun Model T Ford car run will be coming through your wonderful town on **Friday, July 19th** mid-morning. There will be about 50 Model T cars in this trip. They will be traveling to the Battle Field on the old road, then back to the Museum at Hardin for lunch before returning to Billings.

We will be hosting a banquet on Saturday evening, July 20th at the Billings Hotel and Convention Center at 7 PM. We can have a place and dinner for someone who wishes to come and greet the travelers that went through Hardin on that Friday

Please let us know if you are interested in greeting them.

Sincerely,

John Baber
Sec/Tres
Rimrock Model T Ford Club.

DEPARTMENT OF ADMINISTRATION

STEVE BULLOCK, GOVERNOR
MIKE COONEY, LIEUTENANT GOVERNOR

JOHN LEWIS
DIRECTOR

STATE FINANCIAL SERVICES DIVISION

State Accounting Bureau
Mitchell Bldg., Rm. 255
P.O. Box 200102
Helena, MT 59620
(406) 444-3092

Financial Services Technology Bureau
Mitchell Bldg., Rm. 295
P.O. Box 200102
Helena, MT 59620
(406) 444-3092

State Social Security Administrator
Mitchell Bldg., Rm. 255
P.O. Box 200102
Helena, MT 59620
(406) 444-4689

Local Government Services Bureau
Mitchell Bldg., Rm. 270
P.O. Box 200547
Helena, MT 59620
(406) 444-9101

State Procurement Bureau
Mitchell Bldg. Rm. 165
P.O. Box 200135
Helena, MT 59620
(406) 444-2575

RECEIVED
JUL 03 2019
BY:

July 3, 2019

City Council
City of Hardin
406 N. Cheyenne Ave.
Hardin, MT 59034

Re: FY2017 Audit Report

Local Government Services recently received a revised audit report covering the City of Hardin for the fiscal year ended June 30, 2017 which was voluntarily revised and resubmitted by Tripp & Associates. Classifications of net position were revised on the Statement of Fund Net Position – Proprietary Funds on page 29.

If you have not already received copies of the revised report from Tripp & Associates, you should shortly. If you have any questions, please contact me at 406-444-9102 or vkemmerer@mt.gov.

Sincerely,

Vickie Kemmerer, CPA
Financial Reporting Analyst
Local Government Services

c: Tripp & Associates

Agreement

Between

City of Hardin, Montana

And

Teamsters Union Local 190

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PREAMBLE

THE CITY OF HARDIN, MONTANA, hereinafter referred to as "City" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL # 190, Billings, Montana hereinafter referred to as "Union," have agreed as follows:

ARTICLE 1 – Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Hardin, Montana who are subject to the terms of this agreement for the purpose of collective bargaining with respect to wages, hours of employment, benefits and other conditions of employment.

The Bargaining unit is defined as General Laborer, Maintenance Workers, Animal Control, Code Enforcement, City Court Clerks, Building Inspector, Plant Operators, Operators in Training, Water Distribution Operators, Operators in Training, Mechanics, Paralegals, Secretaries, Deputy City Clerks, and Utility Billing Clerks.

Permanent Part-time employee is defined as an employee who works less than 32 hours/week, who works more than forty hours per month and will become a Teamsters Union Local 190 member.

A seasonal employee is defined as an employee that is hired during seasons that require additional but not permanent employees to handle the increased work duties. The City agrees that a seasonal employee will be exempt from the requirement to join the Teamsters Union unless that employee works for more than 1,056 hours in a 365 – day period in any twelve month period.

The City agrees that no seasonal employee will be used to circumvent any part of the labor agreement.

ARTICLE 2 – Union Security

The Parties agree that all workers shall have the right to freely organize, join, and support the Union, or refrain from joining the Union and its affiliates for the purposes of engaging in collective bargaining and other concerted activities for other mutual aid and protection in accordance with Title 39, Chapter 31, MCA. The City and the Union further agree that it will not discriminate against any employee for exercising any right granted by the Public Employees Bargaining Act or this Agreement.

The City agrees to deduct from the pay of all employees covered by this Agreement the dues and initiation fees of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions within ten days of payroll check issuance, for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Union will indemnify and hold the City harmless against any and all liability which arises from the operation of this Article.

ARTICLE 3 – Seniority

Seniority means an employee's length of continuous service with the city and shall be computed from the date when the employee begins such service. In the event a bargaining unit employee transfers from one classification to another, the employee shall be placed at the bottom of the seniority list for that classification. The employee's seniority based on date of hire by the City shall remain the same.

Seniority rights shall be applicable to lay-offs attending a reduction in force and rehiring. On lay-offs, the last employee hired who is the least certified shall be the first employee laid-off, and on rehiring the last employee laid off shall be the first rehired. In the event that a bargaining unit employee who transferred from one classification to another moves back to a former classification to retain seniority to avoid being laid-off, the employee shall be paid at his former classifications rate. Credit will be given for time worked in the classification and years of service with the city.

Seniority rights shall terminate under the following circumstances:

a. Voluntary resignation or termination of employment
b. Failure to return from a leave of absence.
c. After lay-off of one (1) calendar year from date of lay-off.
d. Where an employee fails to report for work after recall as hereinafter provided.

Employees to be recalled after a lay-off shall be notified in writing by registered or certified mail sent to the last address shown on the City's records. If the recalled employee does not report within seven (7) calendar days after receipt of the notice, he shall lose his seniority unless he is prevented from returning to work due to sickness, injuries or similar causes beyond his control, and notifies the City of such inability to return to work within said seven (7) day calendar period unless physically unable to do so. In the event of such circumstances, the employee shall be put back to work when he is able providing he notifies the City of his recovery and his desire to return and

providing he is able to return to work within six (6) months after the notice of recall. In the event an employee is off work due to an injury received while on the job for the City, said employee shall have 24 months to return to work. In any case the employee is unable to return to work due to illness or injury, and wants to delay returning to work for that reason; the employee shall provide the City with written documentation of the illness or injury from a qualified medical doctor.

The City agrees to post an updated seniority list yearly and supply a copy of the seniority list to the Union when requested.

ARTICLE 4 – Grievance Procedure

A grievance is defined as an alleged violation of the terms of this agreement. If a number of employees have a grievance, involving the same issue(s), the grievance shall be filed as one (1) joint grievance.

A Steward shall be authorized a reasonable amount of time to process a grievance during regular work hours, provided the Steward has the Public Works Director's/Mayor's approval and does not disrupt the work of others. A Steward, who cannot be released upon request, due to work requirements, will be released as soon as work permits, but not later than the beginning of his next scheduled shift.

Grievance and Arbitration Process:
Step 1: An employee, who has a grievance, shall, with or without the Steward present at the employee's discretion, orally discuss the grievance with the Public Works Director or Mayor if Public Works Director is not the supervisor of the grieving employee. At the time of this discussion, the Public Works Director or Mayor shall be notified that it is a possible grievance. Written documentation shall be kept of this meeting which shall be initialed by both parties and a copy shall be provided to both parties. If the Director or Mayor is unable to orally resolve the grievance, the employee and Steward may file a formal grievance.

Step 2: The Union Business Representative and/or the Steward and/or the employee may file a formal grievance with the City. The Union shall be furnished the form which is attached to this agreement. The formal grievance must contain the minimum listed below:

1. The name and signature of the grievant. The Union Steward shall have authority to sign for the grievant in the event the grievant gives authority to do so.
2. The date the grievance occurred;

3. The issue and nature of the grievance;
4. The terms of the Agreement in dispute;
5. The adjustment sought.

The grievance must be filed with the Mayor with a copy to the City Clerk within ten (10) business days of the grievance's occurrence, or the first opportunity to have reasonably had knowledge of its occurrence. Within twenty (20) business days of receipt of the grievance, a meeting will be held between the key individuals in the grievance which may include: the employee, the Steward, the Business Agent, and City representatives. The Mayor will set up this meeting and will respond to the grievant and Business Agent in writing within ten (10) business days after the meeting is held.

Step 3: If the grievance is not resolved based on the City's above response, the Union may, within ten (10) business days of the City's response, notify the City in writing of the Union's intention to submit the grievance to a Grievance Committee. A Grievance Committee shall consider and issue a decision on the grievance. The Grievance Committee shall be constituted as follows: Two (2) representatives of the City, appointed by the City, and two (2) representatives of the Union, appointed by the Union. No person involved directly in the grievance shall be a member of the Grievance Committee. If the 2 – 2 Grievance Committee does not render a majority decision, the grievance may be submitted to final and binding arbitration in Step 4. If the 2 – 2 Grievance Committee renders a majority decision, the decision shall be final and binding on the City, Union and the grievant.

Step 4: If the grievance is not resolved based on the above in Step 3, the Union may, within ten (10) business days of the 2 – 2 Grievance Committee's decision, notify the city, in writing of the Union's intention to submit the grievance to final and binding arbitration. The Union shall request from the Board of Personnel Appeals to provide a list of five arbitrators. The parties, shall, with fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternatively striking names with the Union striking the first name. The final name left on the list shall be the arbitrator.

The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. The arbitrator's decision shall be final and binding on both parties, but he/she shall not have the power to alter the terms of this Agreement, City Ordinance, State, or Federal Law. His/her decision shall be within the scope and terms of the Agreement and he/she shall be requested to issue his/her decision with 60 calendar days after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

a. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
b. Business days shall be defined as Monday through Friday, excluding recognized holidays within this agreement.
c. The steps outlined in the grievance procedure shall be followed in order unless agreed to in writing by both parties.

ARTICLE 5 –Probation and Discharge

1. Probation: For all bargaining unit employees new to employment with the City, the new employee will serve one year of employment as a probationary period. During the probation the new employee may be discharged by the City for any reason.

2. Transfer: Whenever a current bargaining unit employee applies for and accepts a different position or classification within the City, and if the employee has already completed the one year probationary period, the employee will have a three (3) month trial period in which to prove ability to perform the work of the new position or classification. If the employee is unable to perform the requirements of the new position or classification, the employee may be reassigned to their original position, upon approval of the Operations Director (also known as the Public Works Director) and only if the position is still available. If the transferring employee is still within the one year probationary period, the employee will start a new six (6) month probationary period upon transfer, unless the transferring employee has more than 6 months of the original probationary period remaining, then employee shall remain subject to original probationary period. The new probationary period established by this clause may be shortened upon approval of the Operations Director (Public Works Director).

3. Discipline: The City shall not discharge, suspend without pay and/or issue a written letter of reprimand to any non-probationary bargaining unit employee without Just Cause. Letters of instruction and/or records of verbal reprimand are excluded from the "Just Cause" standard.

ARTICLE 6 – Hours of Work and Overtime

1. Paid and Unpaid Breaks: Current Practice of a 15 minute paid break to be taken in the first half of the shift and a second paid break in the second half of the shift. Actual time of when the breaks and lunch periods will be taken is to be

determined by the Public Works Director based upon the daily activities of their work schedule.

2. Bargaining unit employees shall normally have at least two (2) consecutive days off each week. It is understood that Classifications that utilize a rotating shift schedule may not always be able to accommodate this requirement.

3. Regular Full Time employees shall be guaranteed 40 hours of work per week. Employees who work more than eight (8) hours per day based upon their regular shift length will be able to elect to receive overtime pay (1.5x) or compensatory time (1.5x) in lieu of overtime pay. Compensatory time must be used within the same pay period, and cannot be used retroactively, for any reason. An employee may exceed 40 hours in any work week with overtime or holiday hours, however, an employee may not exceed 40 hours in any work week with sick, vacation, or compensatory time.

~~In the event a Union employee's time card reports hours other than regular and overtime, such as sick time, vacation time, or compensatory time, then the employee must designate on the time card whether the hours on the card are to be used as reported, or if they want to bank vacation or sick leave if they have reported more than 40 hours in a week, if available. If the employee fails to designate, then the time card is subject to the interpretation by the City.~~

4. The hours and/or days of work may vary according to the needs of the department. In the event of a long-term change in the hours and/or days of work, the Union shall be notified and given an opportunity to bargain over the effects of the change before the change is implemented.

5. Employees may be called out. Employees shall be paid a minimum of 1 hours at 1.5 times their regular rate for a stand-alone call-out. Should the call out be greater than the minimum hours, the employee will be paid for the call out hours worked at the call out rate of pay. Call outs will be done in order of Seniority starting from the most senior and going down the list to the most junior. The city will attempt to call each individual in order and proceed to the next if no answer from the employee.

ARTICLE 7 – Leave of Absence

It is the policy of the City that all requests for unpaid leaves of absence shall be made in writing and is subject to the written approval/rejection of the Mayor/Council. Such

requests shall be submitted to the Mayor or designee not less than twenty (20) business days in advance of the leave date. The request shall state the purpose of the leave, the beginning date and ending date, and will not exceed sixty (60) calendar days.

Bereavement Leave, employees may request time off for bereavement leave and will not be unreasonably denied such request. Compensation for the leave time will come from the individual's sick leave bank unless the sick leave bank has a zero balance. If the individual has a zero balance, the member can utilize vacation time or take time without pay. Bereavement Leave granted in this manner shall not exceed 5 business days per requested leave.

During periods of leave of absence without pay, sick leave and vacation shall not accrue. Section 2-18-611 MCA. The employee must pay prior to the start of each month the entire premium for health insurance to the City unless the parties agree otherwise.

In granting leaves of absence without pay, the City shall consider the length of service with the City, the reason for the leave, work performance, and workload allocation.

Any employee failing to report on the first day following the expiration of such leave shall be considered absent without authorized leave.

The City agrees that even though it is not qualified to apply the FMLA laws to bargaining unit employees, the City Agrees to apply an Extended Medical Leave policy that is as close to Family Medical Leave Act (FMLA) as allowed by law, and as is practicable. The City agrees to apply the USERRA.

Sick and Vacation credits, time, pay and all conditions shall be as per state law. The City will pay to the extent required by law to the estate or named beneficiary of a deceased employee's accrued vacation and sick leave.

Holidays observation and pay shall be as per state law.

ARTICLE 8 – Union Stewards

It shall be the privilege of the Union to designate from among the employees covered by this agreement a union steward, and an alternate steward, with whom the City shall deal in the settlement of minor disputes and grievances. The Parties understand that performance of such duties shall not interfere with performance of the

employee's normal duties and/or the normal operations of the City. The Union shall notify the City in writing in the event a new shop steward (s) is appointed or elected.

ARTICLE 9 – Business Agents

The City agrees that Business Agents of the Union shall be given access to the place of business of the City during normal hours of operation, for the purpose of ascertaining whether or not the terms of the Agreement are being observed. In addition such access shall not interfere with normal operations of the City.

ARTICLE 10 – No Strike – No Lockout

During the life of this agreement, the City shall not engage in any lockouts and the Union, its officers, agents, representatives, stewards and members, shall not strike the City.

The City may require an employee to enter upon property and/or cross a sanctioned picket line/strike to mitigate a legitimate public safety problem. For all nonpublic safety problems, it shall not be a violation of this Agreement and it shall not be cause for discharge or other disciplinary action in the event an employee refuses to enter upon property and/or cross a sanctioned picket line/strike.

ARTICLE 11 – Insurance

The City will pay 80% of employee Health Insurance plan and/or trust for each full-time participating employee subject to the limitations of the insurance carrier, plan or trust. Parties acknowledge that this may be subject to change if the City engages with a different Health Insurer, but City agrees to seek Union approval of any changes in the carrier of the employee Health Insurance, if any, during the term of this Agreement

ARTICLE 12 - Savings Clause

If any portion of this agreement is determined or declared to be contrary to or in violation of any State or Federal Law, the remainder of the agreement shall not be affected or inactivated.

ARTICLE 13 – Effect of Agreement

This Agreement constitutes the complete agreement between the City and the Union. If the subject or issue is addressed in this Agreement, this Agreement supersedes all past practices, policies, letters, job posting and/or contracts. If the subject or issue that substantially affects wages, hours, benefits and/or working conditions is not addressed in this Agreement, the subject or issues is subject to the City's written Policy and/or past practice. If the subject or issue that substantially affects wages, hours, benefits and/or working conditions is not addressed in this Agreement, the City may change written Policy and/or past practice by giving written notice to the Union with an opportunity to bargain the effect of the change before any change takes place.

ARTICLE 14 – Other Conditions

1. Payroll Periods – Current practice.
2. Medical Exams –For all City required Medical Exams including CDL Medical Exams required by the City or other agency for doing City work; The City will pay any cost of the required medical exam.

The employee shall provide the City a statement signed by the authorized medical personnel indicating the employee passed the necessary medical examination to retain his/her CDL and any other requirement imposed by any government agency or the City.

In the event that an employee fails to pass the necessary medical examination to retain his/her CDL any other requirement imposed by any government agency or the City the following provisions shall apply:

A. If the reason for failure is a condition that can be reasonably corrected or controlled within a reasonable period of time, the City shall allow the employee six months to deal with that issue provided the employee is making satisfactory progress as documented by an appropriate medical personnel every two months and such documentation is provided to the City. The City may extend the six month period for an additional six months if the employee is making satisfactory progress and the medical personnel agrees that the condition should be corrected to a point where the employee could obtain a CDL or satisfy any other requirement imposed by any government agency or the City within the additional six months.

B. If the reason for failure is a condition that cannot be reasonably corrected or controlled within a reasonable period of time or the employee fails to make satisfactory progress under the preceding paragraph, this City shall

have the right to terminate the employee and the parties agree that such situation shall constitute just cause under this agreement.

3. CDL – In the event the City or other agency requires the Employee to have a CDL for doing City work, the City will pay the cost of the CDL license and for any renewals of the required license.

4. Employee assigned to "On Call" shall be assigned weekly, Friday at 5:00 p.m. through the following Friday at 8 a.m. The City subjects the "On Call" status to a response time to the City Shop within one half (1/2) hour. The City may require the "On Call" employee to refrain from consuming alcoholic beverages and be able to perform his/her normal work during the time the employee is in "On Call" status.

   "On Call" means that an employee will be available to perform work for the City after normal business hours during weekdays from 5 p.m. to 8 a.m., and at all hours during Saturdays, Sundays, and holidays.

   The City will pay the employee $50 for each week of "On Call" time.

   Wastewater and Water Treatment Plant will each have one employee per week in the "On Call" status. Landfill will be exempt from the "On Call" status.

   Employees may alternate "On Call" scheduling with fellow employees due to vacations or pre-scheduled sick leave, but must inform management of the change one week in advance. If employee is not able to fulfill the "On Call" duty due to an emergency, call out shall be performed based on seniority.

   If an employee is required to respond to the City Shop or any City facility while in "On Call" status the employee shall receive the pay related to call out as set forth in this agreement.

5. The City will provide T-shirts for uniforms as follows:

   - Any combination of 5 short-sleeve or long-sleeve t-shirts per year. Employees may get one replacement per year, subject to the approval of the Operations Director (Public Work Director) if a shirt is destroyed or otherwise becomes unusable from use during employment.
   - Can be florescent green or florescent orange or a combination of both.
   - Must have the City of Hardin Logo.
   - One dress shirt for occasions that require business casual attire, instead of one of the 5 shirts per year, upon request of the employee.
   - Union Employees that are employed as office personnel may receive up to 5 dress shirts instead of the 5 short-sleeve or long-sleeve t-shirts.

6. Employees will be eligible for a boot reimbursement of up to $125 per year, and employee must present a receipt for boot purchase for reimbursement. Boots must be a necessary part of employment in order to qualify for reimbursement. Under no circumstances may an employee bank or rollover a boot allowance from one year to the next.

7. The attached wage schedule shall be utilized for placement and pay of employees who are members of the union. The City is not prohibited from using the same wage schedule for non-Union employees. The City, at its discretion, may pay any Union or non-Union above the wage schedule, if desired.

   In the event the City grants a higher wage increase across the board for non-union employees, such percentage increase shall apply to the bargaining unit employees. Both Union and Non-Union employees who have permanent increases in work duties and responsibilities that impact their job classification may be eligible for a wage increase based upon the additional job duties. This wage increase will be considered separate and outside of the negotiated wage schedule and will not impact the schedule. Increases in responsibility must be submitted to the City Council for approval prior to assigning new duties and responsibilities that may change the classification of the position.

8. Parties agree that any vacations requests for 25 hours or more shall be presented to the employee's supervisor at least 2 weeks in advance, unless otherwise authorized. If an employee has scheduled vacation that is cancelled, the employee must notify his/her supervisor at least 1 week in advance, or within a reasonable time.

9. Sick Leave may be used in ¼ hour increments.

ARTICLE 15- Advancement of Wage Schedule

When the employee does meet the basic job requirements for the positions listed below, the employee may be advanced in accordance with the provisions of this contract. Wage and other benefits will not be paid retroactively. Annual pay raises will occur on July 1 of each year the bargaining agreement is in effect, and will take effect the first full pay period following July 1. ~~Longevity increases occur on the anniversary of each employee's hiring date, and will take effect the first full pay period following the anniversary.~~

It is understood that any employees that are in positions above the wage schedule attached to this agreement because of years of service shall continue to receive pay

increases at the same rate as if the wage schedule was carried out to the year said employee has been employed by the City.

It is understood that any employees that are in positions above the wage schedule attached to this agreement because they started out at an hourly rate higher than what is required in the schedule shall receive the same wage increase as if the hourly wage currently paid was the correct amount in the schedule. The effect being that any employee that is paid above the schedule requirement for their position and years of service shall not be held back or receive a lesser wage increase in order to make them fit into the schedule.

Public Works Employees:

The following are the positions on the wage schedule for the Public Works employees.

General Laborer – This is the entry- level position for general public works. The employee remains at this level throughout the probationary period. After the probationary period the employee becomes eligible to begin work to advance to the next level. Advancement to Maintenance Worker I does require a CDL with an endorsement from column B.

Maintenance Worker I – After completion of the probationary period, an employee may be advanced to this level if the employee has obtained 520 hours of experience on heavy equipment and proficiency on 3 pieces of equipment listed in Column A, and a CDL with an endorsement from Column B. The equipment training and licenses obtained shall be earned based on consultation with the Operations Director (Public Works Director).

Maintenance Worker II – An employee may be advanced to this level if the employee has 2 – 5 years of experience with the City; has obtained proficiency, and 1040 hours of experience on heavy equipment to include 3 additional pieces of equipment listed in Column A and one additional license or endorsement from Column B; or other similar job experience, as approved by the Operations Director (Public Works Director);. The equipment training and licenses obtained shall be earned based on consultation with the Operations Director (Public Works Director).

Maintenance Worker III – An employee may be advanced to this level if the employee has 5 – 10 years of experience with the City, and 2080 hours of experience on heavy equipment to include 3 additional pieces of equipment listed in Column A and one additional license or endorsement from Column B; or other similar job experience, as approved by the Operations Director (Public Works

Director);. The equipment training and licenses obtained shall be earned based on consultation with the Operations Director (Public Works Director).

Maintenance Worker IV – An employee may be advanced to this level if the employee has 10 – 15 years of experience with the City, and 4160 hours of experience on heavy equipment to include 3 additional pieces of equipment listed in Column A and one additional license or endorsement from Column B, or other similar job experience, as approved by the Operations Director (Public Works Director);. The equipment training and licenses obtained shall be earned based on consultation with the Operations Director (Public Works Director).

Maintenance Worker V– An employee may be advanced to this level if the employee has more than 15 years of experience with the City, and 6,000 hours of experience on heavy equipment to include 3 additional pieces of equipment listed in Column A and one additional license or endorsement from Column B, or other similar job experience, as approved by the Operations Director (Public Works Director);. The equipment training and licenses obtained shall be earned based on consultation with the Operations Director (Public Works Director).

Lead Worker – shall be designated out of the Maintenance Worker III-V classifications, if needed, by the Public Works Director. Or, the Public Works Director may appoint a Lead Worker from employees that are not Maintenance Worker III-V but from other departments, if needed.

Column A consists of equipment that is commonly used in Public Works. This list is not all-inclusive and is subject to change.

Column B consists of licenses or endorsements commonly utilized by Public Works employees. This list is not all-inclusive and is subject to change.
Documentation of the proficiency will be based on the recommendation of the Director. Documentation of a license or endorsement will be the certificate or endorsement. All documentation for initial obtaining or subsequent renewal of the licenses or endorsement must be presented to the Finance Officer prior to schedule movement (including annual increases).

- The City shall use reasonable efforts, at the discretion of the Operations Director (Public Works Director), to designate a Lead at times when the Lead is absent, or will be absent for a period of more than ten consecutive working days, if the designee is qualified to serve as a Lead. The Designee will get paid the Lead wage while acting in the capacity of the Lead.

- City Shop. The City shall use reasonable efforts to Designate a Lead while Public Work Director and Assistant Public Works Director are absent from the City Shop for more than five consecutive working days.

Column A	Column B
Patrol	Tanker Endorsement
Water Truck	Airbrake Endorsement
Loader	Boiler License
Tractor and/or Attachments	Ornamental & Turf License
Skid steer	Vehicle Maintenance & Repair
Backhoe	
Garbage Truck	
Commercial dump truck	
Non-commercial dump truck	
Street Sander	
Snowplow	
Street Sweeper	
Lift Truck	
Compactor	
Bucket lift	
Commercial mower	
Durapatcher	
Vacon	
Wheel compactor(s)	
Mini-Excavator	
Telescopic Boom Lift	
Valve Exerciser	

Water/Wastewater Employees

The following are the positions on the wage schedule for Water/Wastewater employees.

Laborer- There will be no movement from this level unless the employee transfers into the general water/wastewater area.

Operator-in-Training I - This is the entry-level position for water/wastewater. The employee remains at this level throughout the probationary period. After the probationary period the employee becomes eligible to advance to the next level.

Operator-in-Training II – This position is for the employee who has successfully passed the test for the appropriate license, but has not completed the time to become a Certified Operator.

Certified Operator – An employee may be advanced to this level if the employee had obtained one of the licenses listed below and completed the time required to become fully certified. Continuing education credits must be maintained as required by the licensing authority.

Lead Worker – shall be designated out of the Certified Operator

classification. Licenses required for advancement of

water/wastewater employees:

Water Distribution

Water Treatment

Wastewater Treatment

All documentation for initial obtaining or subsequent renewal of the licenses or endorsements must be presented to the Finance Officer prior to matrix movement (including annual increases).

Office Positions

UB Clerk I: This position will assist with basic office tasks including receptionist, accounts receivable, preparing and reconciling a daily cash deposit, cashier, indexing, filing and preserving official City records. Handles all phases of utility billing and collection; provides essential customer service. Collects and receipts utility and other monies received by the city, and answers citizen questions at walk- up window. Assists public works department.

UB Clerk II: requires proficiency obtained by three years of City service as UB Clerk I including additional abilities and proficiency in the areas of processing claims, providing technical computer assistance, and maintaining the City's mapping system, and completion of the MMCT&FOA Institute (120 hours), or similar service in an office position as approved by the Mayor and Public Works Director.

UB Clerk III: requires proficiency obtained by six years of City service as UB Clerk I and II, and an additional 20 hours of continuing education hours, or similar service in an office position as approved by the Mayor and Public Works Director.

Deputy City Clerk I: Under general direction performs work in recording, maintaining, indexing, filing and preserving official city records, and serves as official city receptionist. Performs or assists with clerical, bookkeeping, accounting, claims, and payroll tasks associated with the Finance/Administrative office. Work varies, requiring judgment within statutory or ordinance standards and procedures. Also performs secretarial and clerical tasks for Mayor, Council and other City Departments including taking minutes at evening meetings.

Deputy City Clerk II: Requires proficiency obtained by three years of City service as Deputy City Clerk I including additional abilities and proficiency in records management, providing technical computer assistance, cash reconciliation, and completion of the MMCT&FOA Institute (120 hours), or similar service as approved by the Mayor and City Clerk.

Deputy City Clerk III: Requires proficiency obtained by ten years of City service as Deputy City Clerk I and II including and an additional 30 hours of continuing education hours and progressive responsible service of City Administrative work, or similar service as approved by the Mayor and City Clerk.

Court Clerk I: Performs duties of secretarial and bookkeeping responsibilities of the City Courts; accounts for funds received, collects fines, bail monies and bonds; maintains records and checks for accuracy on all bonds, fines, and time payments; receptionist duties that includes answering phones, transferring phone calls to the proper person, and processing mail; enters citation data daily in the computer; fills out dispositions for citations, formal criminal charges; Prepares paperwork for arraignment, occasionally may clerk plea charges in the court; takes minutes for arraignment; and performs related duties as required.

Court Clerk II: Requires proficiency obtained by two years of City service as a Court Clerk I, or similar service as approved by the Mayor and the City Judge.

Court Clerk III: Requires proficiency obtained by six years of City service as a Court Clerk I and II, or similar service as approved by the Mayor and the City Judge. May be responsible for work of one other person, as determined by the City Judge.

Court Clerk IV: Requires proficiency obtained by at least fifteen years of City service as a Court Clerk I, II and III, or similar service as approved by the Mayor and City Judge. May be responsible for work of one other person, as determined by the City Judge.

Legal Secretary/Paralegal I: Knowledge and experience in administrative and clerical procedures and systems such as word processing, managing files and records, designing forms, and other office procedures and terminology. Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.

Legal Secretary/Paralegal II: Requires proficiency obtained by three years of City service as a Legal Secretary/Paralegal I and successful completion of Paralegal courses as approved by the City, or similar service as approved by the Mayor.

Animal/Code/Building I: Certified as Residential Building Inspector, and other certifications or training as approved by the Mayor

Animal/Code/Building II: Certified as Residential and Commercial Building Inspector, and other certifications or training as approved by the Mayor

ARTICLE 16 – Duration of Agreement

On or before sixty (60) days prior to the expiration date; either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the expiration date of the agreement, as above provided, this agreement shall automatically be renewed for successive one (1) year terms thereafter.

This agreement shall be effective as of the date of ratification by both parties, and shall remain in full force until its expiration date of June 30, 2022.

ARTICLE 17 – Signatures

Signed the _____ day of _____ 2019

For Teamsters Local # 190, Billings, Montana

_____, Business Representative

_____, Shop Steward

For the City of Hardin

_____, Mayor

_____, Clerk/Treasurer

LOCAL 190 Grievance Form

strength through unity

EMPLOYER _____

EMPLOYEE _____

Employee's Address _____

No_____
Date_____
Step 1_____
Step 2_____
Step 3_____

Telephone _____ Supervisor _____

Date of Grievance _____ Classification _____

Nature of Dispute _____

_____

_____

_____

_____

_____

_____

_____

Section/s Violated Including but not limited to _____

_____

_____

Remedy Requested _____

_____

_____

_____

Signature (Employee) _____ Date _____

PO Box 50969
Billings, MT
59105
(406)248-2658
Fax 248-10533

Affiliated with
International
Brotherhood of
Teamsters

3.0% for 2019-2020

PAY MATRIX

YEARS

Description	**Base**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
General Laborer, Operator in Training I, Court Clerk I	13.33	13.69	13.89	14.01	14.12	14.23	14.49	14.63	14.77	14.91	15.04	15.18	15.32	15.46	15.60	15.73	15.87	16.01	16.15	16.29	16.42
MWI, UB Clerk I, *Op in T I + CDL*	14.38	14.74	14.95	15.06	15.17	15.29	15.54	15.68	15.82	15.96	16.09	16.23	16.37	16.51	16.65	16.78	16.92	17.06	17.20	17.34	17.47
Operator in Training II, MWII, Court Clerk II	15.43	15.79	16.00	16.11	16.22	16.34	16.59	16.73	16.87	17.01	17.15	17.28	17.42	17.56	17.70	17.84	17.97	18.11	18.25	18.39	18.53
UB Clerk II, Deputy City Clerk I, Legal Secretary/Paralegal I	15.95	16.32	16.52	16.63	16.75	16.86	17.12	17.26	17.39	17.53	17.67	17.81	17.95	18.08	18.22	18.36	18.50	18.64	18.77	18.91	19.05
MWIII, *Court Clerk III*	16.48	16.84	17.05	17.16	17.27	17.39	17.64	17.78	17.92	18.06	18.20	18.33	18.47	18.61	18.75	18.89	19.02	19.16	19.30	19.44	19.58
UB Clerk III	17.01	17.37	17.57	17.69	17.80	17.91	18.17	18.31	18.45	18.58	18.72	18.86	19.00	19.14	19.27	19.41	19.55	19.69	19.83	19.96	20.10
MWIV, Deputy City Clerk II	17.53	17.89	18.10	18.21	18.32	18.44	18.69	18.83	18.97	19.11	19.25	19.38	19.52	19.66	19.80	19.94	20.07	20.21	20.35	20.49	20.63
MWV, Mechanic, *Deputy City Clerk III*	18.58	18.94	19.15	19.26	19.37	19.49	19.75	19.88	20.02	20.16	20.30	20.44	20.57	20.71	20.85	20.99	21.13	21.26	21.40	21.54	21.68
Certified Operator, Animal/Code/Building I, Legal Secretary/Paralegal II, *Court Clerk IV*	19.11	19.47	19.67	19.79	19.90	20.01	20.27	20.41	20.55	20.68	20.82	20.96	21.10	21.24	21.37	21.51	21.65	21.79	21.93	22.06	22.20
Lead, *Animal/Code/Building II*	20.68	21.04	21.25	21.36	21.48	21.59	21.85	21.98	22.12	22.26	22.40	22.54	22.67	22.81	22.95	23.09	23.23	23.36	23.50	23.64	23.78

3.0%

PAY MATRIX

	YEARS																				
Description	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**32**	**33**	**34**	**35**	**36**	**37**	**38**	**39**	**40**	**41**
General Laborer, Operator in Training I, Court Clerk I	16.56	16.70	16.84	16.98	17.11	17.25	17.39	17.53	17.67	17.80	17.94	18.08	18.22	18.36	18.49	18.63	18.77	18.91	19.05	19.18	19.32
MWI, UB Clerk I, *Op in T I + CDL*	17.61	17.75	17.89	18.03	18.17	18.30	18.44	18.58	18.72	18.86	18.99	19.13	19.27	19.41	19.55	19.68	19.82	19.96	20.10	20.24	20.37
Operator in Training II, MWII, Court Clerk II	18.66	18.80	18.94	19.08	19.22	19.35	19.49	19.63	19.77	19.91	20.04	20.18	20.32	20.46	20.60	20.73	20.87	21.01	21.15	21.29	21.42
UB Clerk II, Deputy City Clerk I, Legal Secretary/Paralegal I	19.19	19.33	19.46	19.60	19.74	19.88	20.02	20.16	20.29	20.43	20.57	20.71	20.85	20.98	21.12	21.26	21.40	21.54	21.67	21.81	21.95
MWIII, *Court Clerk III*	19.71	19.85	19.99	20.13	20.27	20.40	20.54	20.68	20.82	20.96	21.09	21.23	21.37	21.51	21.65	21.78	21.92	22.06	22.20	22.34	22.47
UB Clerk III	20.24	20.38	20.52	20.65	20.79	20.93	21.07	21.21	21.34	21.48	21.62	21.76	21.90	22.03	22.17	22.31	22.45	22.59	22.72	22.86	23.00
MWIV, Deputy City Clerk II	20.76	20.90	21.04	21.18	21.32	21.45	21.59	21.73	21.87	22.01	22.15	22.28	22.42	22.56	22.70	22.84	22.97	23.11	23.25	23.39	23.53
MWV, Mechanic, *Deputy City Clerk III*	21.82	21.95	22.09	22.23	22.37	22.51	22.64	22.78	22.92	23.06	23.20	23.33	23.47	23.61	23.75	23.89	24.02	24.16	24.30	24.44	24.58
Certified Operator, Animal/Code/Building I, Legal Secretary/Paralegal II, *Court Clerk IV*	22.34	22.48	22.62	22.75	22.89	23.03	23.17	23.31	23.44	23.58	23.72	23.86	24.00	24.13	24.27	24.41	24.55	24.69	24.83	24.96	25.10
Lead, *Animal/Code/Building II*	23.92	24.05	24.19	24.33	24.47	24.61	24.74	24.88	25.02	25.16	25.30	25.43	25.57	25.71	25.85	25.99	26.12	26.26	26.40	26.54	26.68

3.0% Year 2 for 2020-2021

PAY MATRIX

YEARS

Description	**Base**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
General Laborer, Operator in Training I, Court Clerk I	13.33	13.73	14.10	14.31	14.43	14.54	14.66	14.92	15.07	15.21	15.36	15.49	15.64	15.78	15.92	16.07	16.20	16.35	16.49	16.63	16.78
MWI, UB Clerk I, *Op in T I + CDL*	14.38	14.81	15.18	15.40	15.51	15.63	15.75	16.01	16.15	16.29	16.44	16.57	16.72	16.86	17.01	17.15	17.28	17.43	17.57	17.72	17.86
Operator in Training II, MWII, Court Clerk II	15.43	15.89	16.26	16.48	16.59	16.71	16.83	17.09	17.23	17.38	17.52	17.66	17.80	17.94	18.09	18.23	18.38	18.51	18.65	18.80	18.94
UB Clerk II, Deputy City Clerk I, Legal Secretary/Paralegal I	15.95	16.43	16.81	17.02	17.13	17.25	17.37	17.63	17.78	17.91	18.06	18.20	18.34	18.49	18.62	18.77	18.91	19.06	19.20	19.33	19.48
MWIII, *Court Clerk III*	16.48	16.97	17.35	17.56	17.67	17.79	17.91	18.17	18.31	18.46	18.60	18.75	18.88	19.02	19.17	19.31	19.46	19.59	19.73	19.88	20.02
UB Clerk III	17.01	17.52	17.89	18.10	18.22	18.33	18.45	18.72	18.86	19.00	19.14	19.28	19.43	19.57	19.71	19.85	19.99	20.14	20.28	20.42	20.56
MWIV, Deputy City Clerk II	17.53	18.06	18.43	18.64	18.76	18.87	18.99	19.25	19.39	19.54	19.68	19.83	19.96	20.11	20.25	20.39	20.54	20.67	20.82	20.96	21.10
MWV, Mechanic, *Deputy City Clerk III*	18.58	19.14	19.51	19.72	19.84	19.95	20.07	20.34	20.48	20.62	20.76	20.91	21.05	21.19	21.33	21.48	21.62	21.76	21.90	22.04	22.19
Certified Operator, Animal/Code/Building I, Legal Secretary/Paralegal II, *Court Clerk IV*	19.11	19.68	20.05	20.26	20.38	20.50	20.61	20.88	21.02	21.17	21.30	21.44	21.59	21.73	21.88	22.01	22.16	22.30	22.44	22.59	22.72
Lead, *Animal/Code/Building II*	20.68	21.30	21.67	21.89	22.00	22.12	22.24	22.51	22.64	22.78	22.93	23.07	23.22	23.35	23.49	23.64	23.78	23.93	24.06	24.21	24.35

3.0%

PAY MATRIX

YEARS

Description	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42
General Laborer, Operator in Training I, Court Clerk I	16.91	17.06	17.20	17.35	17.49	17.62	17.77	17.91	18.06	18.20	18.33	18.48	18.62	18.77	18.91	19.04	19.19	19.33	19.48	19.62	19.76	19.90
MWI, UB Clerk I, *Op in T I + CDL*	17.99	18.14	18.28	18.43	18.57	18.72	18.85	18.99	19.14	19.28	19.43	19.56	19.70	19.85	19.99	20.14	20.27	20.41	20.56	20.70	20.85	20.98
Operator in Training II, MWII, Court Clerk II	19.09	19.22	19.36	19.51	19.65	19.80	19.93	20.07	20.22	20.36	20.51	20.64	20.79	20.93	21.07	21.22	21.35	21.50	21.64	21.78	21.93	22.06
UB Clerk II, Deputy City Clerk I, Legal Secretary/Paralegal I	19.62	19.77	19.91	20.04	20.19	20.33	20.48	20.62	20.76	20.90	21.04	21.19	21.33	21.48	21.61	21.75	21.90	22.04	22.19	22.32	22.46	22.61
MWIII, *Court Clerk III*	20.17	20.30	20.45	20.59	20.73	20.88	21.01	21.16	21.30	21.44	21.59	21.72	21.87	22.01	22.16	22.30	22.43	22.58	22.72	22.87	23.01	23.14
UB Clerk III	20.70	20.85	20.99	21.14	21.27	21.41	21.56	21.70	21.85	21.98	22.12	22.27	22.41	22.56	22.69	22.84	22.98	23.12	23.27	23.40	23.55	23.69
MWIV, Deputy City Clerk II	21.25	21.38	21.53	21.67	21.82	21.96	22.09	22.24	22.38	22.53	22.67	22.81	22.95	23.09	23.24	23.38	23.53	23.66	23.80	23.95	24.09	24.24
MWV, Mechanic, *Deputy City Clerk III*	22.33	22.47	22.61	22.75	22.90	23.04	23.19	23.32	23.46	23.61	23.75	23.90	24.03	24.17	24.32	24.46	24.61	24.74	24.88	25.03	25.17	25.32
Certified Operator, Animal/Code/Building I, Legal Secretary/Paralegal II, *Court Clerk IV*	22.87	23.01	23.15	23.30	23.43	23.58	23.72	23.87	24.01	24.14	24.29	24.43	24.58	24.72	24.85	25.00	25.14	25.29	25.43	25.57	25.71	25.85
Lead, *Animal/Code/Building II*	24.49	24.64	24.77	24.92	25.06	25.20	25.35	25.48	25.63	25.77	25.91	26.06	26.19	26.34	26.48	26.63	26.77	26.90	27.05	27.19	27.34	27.48

3.0% Year 3 for 2021-2022

PAY MATRIX

		YEARS																		
Description	**Base**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
General Laborer, Operator in Training I, Court Clerk I	13.33	13.73	14.14	14.52	14.74	14.86	14.98	15.10	15.37	15.52	15.67	15.82	15.95	16.11	16.25	16.40	16.55	16.69	16.84	16.98	17.13
MWI, UB Clerk I, *Op in T I + CDL*	14.38	14.81	15.25	15.64	15.86	15.98	16.10	16.22	16.49	16.63	16.78	16.93	17.07	17.22	17.37	17.52	17.66	17.80	17.95	18.10	18.25
Operator in Training II, MWII, Court Clerk II	15.43	15.89	16.37	16.75	16.97	17.09	17.21	17.33	17.60	17.75	17.90	18.05	18.19	18.33	18.48	18.63	18.78	18.93	19.07	19.21	19.36
UB Clerk II, Deputy City Clerk I, Legal Secretary/Paralegal I	15.95	16.43	16.92	17.31	17.53	17.64	17.77	17.89	18.16	18.31	18.45	18.60	18.75	18.89	19.04	19.18	19.33	19.48	19.63	19.78	19.91
MWIII, *Court Clerk III*	16.48	16.97	17.48	17.87	18.09	18.20	18.32	18.45	18.72	18.86	19.01	19.16	19.31	19.45	19.59	19.75	19.89	20.04	20.18	20.32	20.48
UB Clerk III	17.01	17.52	18.05	18.43	18.64	18.77	18.88	19.00	19.28	19.43	19.57	19.71	19.86	20.01	20.16	20.30	20.45	20.59	20.74	20.89	21.03
MWIV, Deputy City Clerk II	17.53	18.06	18.60	18.98	19.20	19.32	19.44	19.56	19.83	19.97	20.13	20.27	20.42	20.56	20.71	20.86	21.00	21.16	21.29	21.44	21.59
MWV, Mechanic, *Deputy City Clerk III*	18.58	19.14	19.71	20.10	20.31	20.44	20.55	20.67	20.95	21.09	21.24	21.38	21.54	21.68	21.83	21.97	22.12	22.27	22.41	22.56	22.70
Certified Operator, Animal/Code/Building I, Legal Secretary/Paralegal II, *Court Clerk IV*	19.11	19.68	20.27	20.65	20.87	20.99	21.12	21.23	21.51	21.65	21.81	21.94	22.08	22.24	22.38	22.54	22.67	22.82	22.97	23.11	23.27
Lead, *Animal/Code/Building II*	20.68	21.30	21.94	22.32	22.55	22.66	22.78	22.91	23.19	23.32	23.46	23.62	23.76	23.92	24.05	24.19	24.35	24.49	24.65	24.78	24.94

3.0%

PAY MATRIX

YEARS

Description	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42
General Laborer, Operator in Training I, Court Clerk I	17.28	17.42	17.57	17.72	17.87	18.01	18.15	18.30	18.45	18.60	18.75	18.88	19.03	19.18	19.33	19.48	19.61	19.77	19.91	20.06	20.21	20.35
MWI, UB Clerk I, *Op in T I + CDL*	18.40	18.53	18.68	18.83	18.98	19.13	19.28	19.42	19.56	19.71	19.86	20.01	20.15	20.29	20.45	20.59	20.74	20.88	21.02	21.18	21.32	21.48
Operator in Training II, MWII, Court Clerk II	19.51	19.66	19.80	19.94	20.10	20.24	20.39	20.53	20.67	20.83	20.97	21.13	21.26	21.41	21.56	21.70	21.86	21.99	22.15	22.29	22.43	22.59
UB Clerk II, Deputy City Clerk I, Legal Secretary/Paralegal I	20.06	20.21	20.36	20.51	20.64	20.80	20.94	21.09	21.24	21.38	21.53	21.67	21.83	21.97	22.12	22.26	22.40	22.56	22.70	22.86	22.99	23.13
MWIII, *Court Clerk III*	20.62	20.78	20.91	21.06	21.21	21.35	21.51	21.64	21.79	21.94	22.08	22.24	22.37	22.53	22.67	22.82	22.97	23.10	23.26	23.40	23.56	23.70
UB Clerk III	21.18	21.32	21.48	21.62	21.77	21.91	22.05	22.21	22.35	22.51	22.64	22.78	22.94	23.08	23.24	23.37	23.53	23.67	23.81	23.97	24.10	24.26
MWIV, Deputy City Clerk II	21.73	21.89	22.02	22.18	22.32	22.47	22.62	22.75	22.91	23.05	23.21	23.35	23.49	23.64	23.78	23.94	24.08	24.24	24.37	24.51	24.67	24.81
MWV, Mechanic, *Deputy City Clerk III*	22.86	23.00	23.14	23.29	23.43	23.59	23.73	23.89	24.02	24.16	24.32	24.46	24.62	24.75	24.90	25.05	25.19	25.35	25.48	25.63	25.78	25.93
Certified Operator, Animal/Code/Building I, Legal Secretary/Paralegal II, *Court Clerk IV*	23.40	23.56	23.70	23.84	24.00	24.13	24.29	24.43	24.59	24.73	24.86	25.02	25.16	25.32	25.46	25.60	25.75	25.89	26.05	26.19	26.34	26.48
Lead, *Animal/Code/Building II*	25.08	25.22	25.38	25.51	25.67	25.81	25.96	26.11	26.24	26.40	26.54	26.69	26.84	26.98	27.13	27.27	27.43	27.57	27.71	27.86	28.01	28.16

Local Government Budget Calendar

Local Budget Act: Title 7, Chapter 6, Part 40 MCA

1) Department Requests - Finance Officer/Clerk/Clerk & Recorder requests estimates of expenditures and revenues from Department Heads (By June 1st for Counties)

→

2) Requests Received - Estimates received by Finance Officer/Clerk/Clerk & Recorder (By June 10th for Counties)

↓

3) Tabulation of estimates - Finance Officer/Clerk/Clerk & Recorder tabulates estimates, prepares preliminary budget to be submitted to the governing body (7-6-4020)

→

4) Preliminary budget submitted - Finance Officer/Clerk/Clerk & Recorder submits preliminary budget to governing body for its consideration

↓

5) Governing body consider budget Governing body makes revisions and detemrines levy for each fund requiring a levy (7-6-4020)

→

6) Notice of Public Hearing - Governing body publishes notice that preliminary budget is available for public inspection - dates to be set by governing body (7-6-4021)

Hearing notice needs to be published 2 times ***8/22 & 29***

Certified Taxable Value due from DOR by first Monday in August - ***8/5/19***

↓

7) Hearings on Preliiminary Budget - Governing body holds public hearings for taxpayers - Hearings may be continued from day to day prior to the final adoption of the budget (7-6-4024)

→

8) Final Budget adopted by Resolution - Governing body concludes hearings and passes the budget resolution adopting the final budget (the later of the first Thursday after the first Tuesday in September or 30 days from the receipt of the certified taxable values) (7-6-4036)

1st Tuesday = ***9/3/19***

↓

9) Levies set - Governing body set levies in accordance with law (7-6-4036)

←

10) Clerk & Recorder to report the number of mills needed for each taxing jurisdiction in the County to the Department of Revenue by the second Monday in September or 30 calendar days after receiving certified taxable value (15-10-305)

2nd Monday = ***9/9/18***

↓

11) Budget submitted to Dept of Administration - LGSB Copy of the final budget and levies to be sent to the Department of Administration - Local Government Services by **October 1** or within 60 days of receipt of certified taxable values (7-6-4003)

STREET MAINTENANCE DISTRICTS:

set by 2nd Monday in August 7-12-4425
hearing & published 2 times
7-1-4127 & 7-12-4426

1st Tuesday = 8/6/19
2nd Monday = 8/12/19
Publish: ***7/25 & 8/1***

LIGHTING DISTRICTS:

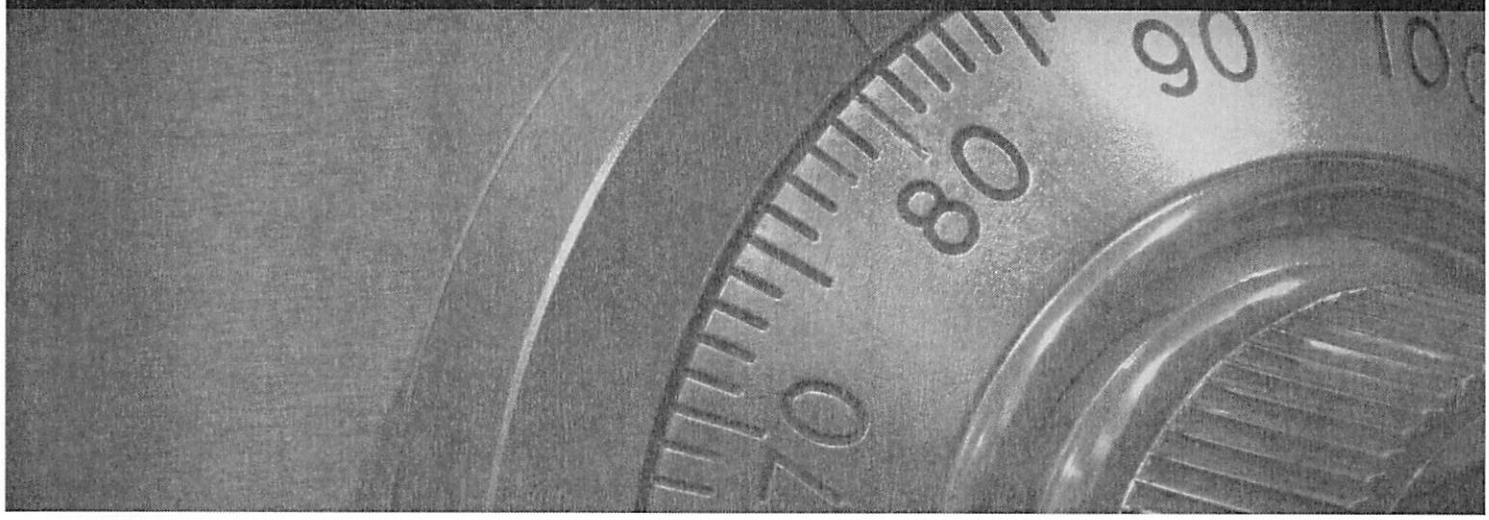
set by 1st Monday in October 7-12-4332
hearing & published 2 times
7-1-4127 & 7-12-4329

1st Monday = 10/7/19
do with Levies on ***9/3/19***
Publish: ***8/22 & 29***

First Interstate Bank

Positive Payee

account protection



Companies who are committed to controlling fraud losses and are concerned about close management of the reconcilement process should take advantage of First Interstate Bank's Positive Payee Service.

BENEFITS

- Helps protect your account(s) from check fraud
- Allows the bank to identify potentially fraudulent checks
- Detects and returns unauthorized checks in accordance with federal regulation timelines
- ACH filter notifies you when an electronic debit posts to your account
- Detects stale-dated checks
- Corrects encoding errors, making reconciliation easier
- Issued check files and exceptions are handled via secure Internet access
- Features advanced reporting capabilities that allow you to monitor your outstanding checks, paid items, stop payments, etc. and help streamline your reconcilement process.

Member FDIC. Equal Housing Lender.

Quote

07/10/2019

City of Hardin

Michelle Dyckman

406 N Cheyenne Avenue

Hardin, MT 59034

cityfinance@hardinmt.com

Black Mountain Software

145 Southlake Crest, Ste 1
Polson, MT 59860
Phone 800.353.8829
Fax 406.883.1029

Teresa Van Buren
800-353-8829

Product Description	*Purchase Price*	*Annual Fees*	*One-Time Conversion*	*Total*
Positive Pay	1,000.00	100.00		1,100.00
Subtotals:	***$ 1,000.00***	***$ 100.00***		
Grand Total:				***$ 1,100.00***

Terms

1) Black Mountain Software (BMS) has made every effort to ensure the information contained within this quote is complete and accurate. However, in the off chance that a mistake has been made, we reserve the right to correct any error or omission related to price, product description or availability. Please remember that to completely understand this quote, you must consider, in addition to product and prices, the terms and conditions that follow either on this or separate pages.

2) Prices quoted herein do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; such taxes are the responsibility of the buyer. Buyer agrees to be responsible for the documentation relating to the payment of such taxes to the maximum extent legally permitted. Black Mountain will be responsible for the collection of such taxes and/or the documentation related thereto, only to the extent required by law.

3) Training is included with installation of each software product. Unless specifically arranged, initial training will be conducted on-line. After initial training, free on-line training is always available for you and your staff as part of the annual service and support fee. Advanced scheduling is required. Except for initial training, hourly charges apply for training physically provided On-site (your offices) or In-house (our offices).

4) All costs are based on prices in effect for 60 days from the date of this bid.

5) Annual service and support includes software updates and support via toll free telephone numbers. The price shown is for the first year, is billed annually, and is subject to change in subsequent years.

6) If travel is required, actual expenses are billed as follows: When flying, charges include airfare, travel time at $35 per hour per person, meals at $42 per day, lodging at local rates, and rental car. When driving, charges include mileage at 54.5 cents per mile, travel time at 45 cents per mile per person, meals at $42 per day, and lodging at local rates. Alaska and North Dakota may have higher rates.

7) Normal billing procedures for new clients or stand alone applications for current clients is 25% down payment billed at commitment and 75% final payment billed upon completion of installation and initial training of the core products, i.e., Finance, Payroll or Utility Billing. Add on applications for current clients are billed for full purchase price only at commitment and maintenance begins upon completion of installation and/or training. All billing will commence in full for all products after 1 year from commitment unless other arrangements have been made.

8) All of our software products are multi-user, with an unlimited number of licenses (seats). In addition, 'Read Only' access is available to limit data changes for specified users, while still providing lookup and printing capabilities.

DC Frost Associates, Inc
A Coombs Hopkins Company
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598

Quotation

Date	Quote #
7/9/2019	102429

Bill To

City of Hardin, MT
Accounts Payable
406 N. Cheyenne
Hardin, MT 59034

Ship To

City of Hardin, MT
Dean Baker (406-665-1080)
406 N. Cheyenne
Hardin, MT 59034

E-mail: wwtp@hardinmt.com
Phone: 406-665-1080

Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	511673	Fact. PPA

Line	Qty	Description	Unit Price	Total
a	12	Part 794447-ORD, Lamp, GA64T6HE Angle Base (Red Ceramic End)	370.00	4,440.00
b	3	Part 316136-004, Sleeves, Quartz (4 per pack)	477.00	1,431.00
c	12	Part 327122, Seal Kit, UV3+ Plastic Canisters (Kit includes: 327017 Wiper Spacer, 327021 Wiper Seal, 327029 Seal Spring, 327030 Viton Tubing, 327118 Wiper Canister O-ring (blue teflon)	27.47	329.64
d	2	Part 316144P, O-Ring, Sleeve Seal (10 per pack)	1.48	2.96
e	1	Part 917341-100, Ballast Kit, UV3+ G3 Plastic End Caps (old #915378)	876.00	876.00
f	2	Part 316148P, Sleeve Cup Nut (Ryton) (10 per pack)	14.90	29.80
g	2	Part 015239, Sensor Sleeve (This is the sleeve that spans the width of the module that the UV Intensity Sensor is mounted to)	145.00	290.00
h	4	Part 003084, Lubricant, Dow 111 6g	1.60	6.40
		FREIGHT CHARGES ARE EXTRA AND WILL BE ADDED TO ALL INVOICES		
		Sales Tax	0.00	0.00

Quote Prepared By: Debby Patton

Total:

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.
Payment Terms: Net 30
If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.
DCF Terms & Conditions apply on all orders (copy available upon request).

We are pleased to offer our quotation on the equipment or service listed above.
Please contact us if you have any questions.

Emails:
debby@chcwater.com
blanca@chcwater.com
Page 2
Phone: (800) 964-9733
Fax: (925) 947-6784

DC Frost Associates, Inc
A Coombs Hopkins Company
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598

Quotation

Date	Quote #
7/9/2019	102429

Bill To

City of Hardin, MT
Accounts Payable
406 N. Cheyenne
Hardin, MT 59034

Ship To

City of Hardin, MT
Dean Baker (406-665-1080)
406 N. Cheyenne
Hardin, MT 59034

E-mail: wwtp@hardinmt.com
Phone: 406-665-1080

Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	511673	Fact. PPA

Line	Qty	Description	Unit Price	Total
		DC FROST ASSOCIATES, INC. NO LONGER ACCEPTS VERBAL ORDERS. PLEASE SIGN AND DATE THIS QUOTATION and e-mail or fax to the author of the quote along with a copy of your PO (or you can write the PO number on the signed quote). By doing this, you are authorizing your acceptance of the Quote and giving approval to place the order. Simply include any Quantity changes, Bill To and Ship To changes along with your signature and date below. SIGNATURE / DATE / PO#: _____	0.00	0.00

Quote Prepared By: Debby Patton

Total: $7,405.80

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.
Payment Terms: Net 30
If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.
DCF Terms & Conditions apply on all orders (copy available upon request).

We are pleased to offer our quotation on the equipment or service listed above.
Please contact us if you have any questions.

Emails:
debby@chcwater.com
blanca@chcwater.com

Phone: (800) 964-9733
Fax: (925) 947-6784

AMENDMENT to INTERLOCAL AGREEMENT

This Amendment to Interlocal Agreement [hereinafter Amended Agreement] dated this __ day of _____, 2019 and made effective the date of execution of the last party to execute the same, is made and entered into pursuant to the Montana Interlocal Cooperation Act [Montana Code Annotated § 7-11-101 et seq] between the City of Hardin, Montana [hereinafter City], with a mailing address of 406 North Cheyenne, Hardin, MT 59034 and Big Horn County, Montana [hereinafter County] with a mailing address of P.O. Box 908, Hardin, MT 59034.

Whereas it is the desire of the parties to amend the Interlocal Agreement, a copy of which marked Exhibit "A" is attached hereto and by this reference made a part hereof;

Now therefore, in consideration of the mutual covenants set forth herein it is hereby agreed:

I. Clause 3 a of the Interlocal Agreement attached hereto as Exhibit "A" currently reads:

3. Purpose of this Agreement

Draft #1 June 27, 2019

a. The purpose of this Agreement is to provide police protection within the city limits of City, including but not limited to the enforcement of City Ordinances that would ordinarily be enforced by a police department. By way of example, but not limitation, County will provide law enforcement for City's Open Container Ordinance, but not City's Zoning or Swimming Ordinances. These police protection services are paid for pursuant to Clause 4(a) of this Agreement.

shall now read:

a. The purpose of this Agreement is to provide police protection within the city limits of City, including but not limited to the enforcement of City Ordinances and provisions of the Montana Code Annotated that would ordinarily be enforced by a City Police department. By way of example, but not limitation, County will provide law enforcement for City's Open Container Ordinance and enforcement of taking abandoned motor vehicles into pursuant to Montana Code Annotated 61-12-401(1)(c), but not City's Zoning or Swimming Ordinances. These police protection services are paid for pursuant to Clause 4(a) of this Agreement.

II. Clause 19 of the Interlocal Agreement attached hereto as Exhibit "A" currently reads:

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19. Indemnification

Unless a loss, injury, death, or damage to any person or property is the direct result of the actions or failure to act by City, City shall not be liable to County for any loss, injury, death, or damage to any person or property from the law enforcement or detention activities of the Sheriff and the Big Horn County Detention Center during the term of this Agreement, and for any period thereafter, during which the parties are executing the obligations of this Agreement beyond the termination date provided for herein.

Unless such claim(s) are a direct result of the actions or failure to act by City, County further agrees to indemnify, defend, and hold harmless City for any and all claims for loss, injury, death or damage whatsoever, including reasonable attorney's fees, to any third person or their property caused by Sheriff's enforcement of Hardin City Ordinance offense(s) or Montana Code Annotated offense(s) or Big Horn County Detention Center activities, whether by act, omission, or negligence, even if the claim arises out of detention for a City Cause. This indemnification shall survive the termination of this Agreement for a period of time needed to cover any and all claims against City that arise out of actions, omissions, negligence, or any other for which indemnification is given under this Clause, 19, during the time this Agreement was in effect, or the obligations

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were still being executed by the parties after the end of the term of this Agreement, but in no event longer than three (3) years after the last day this Agreement was in effect, or the obligations were still being executed by the parties after the end of the term of this Agreement.

As it applies to this Clause 19, Indemnification, by way of example, but not limitation, County would not indemnify City and City would be responsible and liable for:

- the arrest of person who should not have been named in an arrest warrant provided by City;
- the arrest of a person named on an arrest warrant, but the name on an arrest warrant was shared by two or more persons and insufficient identifying information was provided by City to ensure that the wrong person was not arrested; or
- the detention of a person longer than allowed by law due to an error in the order setting forth the detention of the person and a release date.

shall now read:

19. Indemnification

Unless a loss, injury, death, or damage to any person or property is the direct result of the actions or failure to act by City, City shall not be liable to County for any loss, injury, death, or damage to any person or property from the law enforcement or detention activities

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of the Sheriff and the Big Horn County Detention Center during the term of this Agreement, and for any period thereafter, during which the parties are executing the obligations of this Agreement beyond the termination date provided for herein.

Unless such claim(s) are a direct result of the actions or failure to act by City, County further agrees to indemnify, defend, and hold harmless City for any and all claims for loss, injury, death or damage whatsoever, including reasonable attorney's fees, to any third person or their property caused by Sheriff's enforcement of Hardin City Ordinance offense(s) or Montana Code Annotated offense(s) or Big Horn County Detention Center activities, whether by act, omission, or negligence, even if the claim arises out of detention for a City Cause. This indemnification shall survive the termination of this Agreement for a period of time needed to cover any and all claims against City that arise out of actions, omissions, negligence, or any other for which indemnification is given under this Clause, 19, during the time this Agreement was in effect, or the obligations were still being executed by the parties after the end of the term of this Agreement, but in no event longer than three (3) years after the last day this Agreement was in effect, or the obligations were still being executed by the parties after the end of the term of this Agreement.

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As it applies to this Clause 19, Indemnification, by way of example, but not limitation, County would not indemnify City and City would be responsible and liable for:

- the arrest of person who should not have been named in an arrest warrant provided by City;
- the arrest of a person named on an arrest warrant, but the name on an arrest warrant was shared by two or more persons and insufficient identifying information was provided by City to ensure that the wrong person was not arrested;
- the detention of a person longer than allowed by law due to an error in the order setting forth the detention of the person and a release date; or
- any claims for loss, injury, death or damage whatsoever, including reasonable attorney's fees, to any third person or their property based upon the taking of custody of an abandoned motor vehicle from a city street under Montana Code Annotated § 61-12-401(1)(c)

III. All other clauses of the Interlocal Agreement attached hereto as Exhibit "A" shall remain in full force and effect.

Dated this _____ day of _____ 2019.

Big Horn County by its Board of Commissioners

_____

Sidney Fitzpatrick, Chair

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George Real Bird III, Member

Larry Vandersloot, Member

ATTEST:

City of Hardin

Joseph Purcell, Mayor

ATTEST:

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RESOLUTION NO. 2196

A RESOLUTION OF THE CITY OF HARDIN, MONTANA ESTABLISHING WAGES FOR CERTAIN CITY EMPLOYEES FOR FISCAL YEAR 2019/2020

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") has previously approved a Collective Bargaining Agreement with Teamsters Union Local 190;

WHEREAS, the Council has reviewed the Collective Bargaining Agreement with Teamsters Union Local 190 for certain city employees and part of that agreement that establishes the wages for those city employees for Fiscal year 2019/2020;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HARDIN, MONTANA:

That the wage schedule for fiscal year 2019/2020 of the Collective Bargaining Agreement with Teamsters Union Local 190, representing certain city employees, attached as Exhibit A, is hereby approved and that the wages for certain city employees is finally determined and approved.

That the effective date of the wage schedule shall be July 1, 2019.

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

YEA VOTES _____ NAY VOTES _____

CITY OF HARDIN

BY:_____
Mayor

ATTEST:_____
City Clerk

Name	2019-2020 Wages	
ABRIL, ANTONIO R	$14.38	
BAKER, DEAN L	$16.34	plus interim rate from Resolution 2164
BECKMAN, JEREMY J	$22.23	
CONNELLY, JOSEPH E	$20.41	
ENICK JR, NATHAN R	$16.11	
GONZALES, MOSES	$24.44	
HOPES, STEVEN J	$22.92	
HURFF JR, MICHAEL D	$22.26	
JOHNS, MERLE P	$19.67	
KETTERLING, ADAM L	$14.38	
KIRSCHENMANN, SHERRY	$16.84	
KUNTZ JR, KENNETH J	$20.01	
LAUTT, TREVOR A	$20.40	
MELVILLE, RANDY	$23.69	
MENDEZ, TAMARA	$15.95	
MILLER, ROSS	$14.38	
NOT AFRAID, LORRI	$13.33	
PETERS, STEFFEN	$13.33	
PRETTY ON TOP IV, HENRY	$13.33	
SCHNEIDER, CHRIS L	$22.81	
STIMPSON, MICHAEL P	$21.82	
TAKES THE HORSE, MARKUS G	$16.11	
WEDEL, KRISTI	$20.68	
ZIMMER, ANGELA D	$18.21	

Employees may be eligible for promotions as noted in the Collective Bargaining Agreement.

Potential Promotions:

ABRIL, ANTONIO R	$15.43
BAKER, DEAN L	$21.59
CONNELLY, JOSEPH E	$21.98
PETERS, STEFFEN	$15.43

RESOLUTION NO. 2197

A RESOLUTION OF THE CITY OF HARDIN, MONTANA ESTABLISHING WAGES OF NON-UNION EMPLOYEES FOR FISCAL YEAR 2019/2020.

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") has determined the wages for non-union city employees for the Fiscal Year 2019-2020; and

WHEREAS, the Council desires to approve the wages for the non-union employees; and

WHEREAS, the policies set forth in the City of Hardin Personnel Policies Manual control the anniversary date for pay increase; and

WHERES, the Council desires that the non-union employees following increases in wages, which includes annual anniversary increases and

WHEREAS, the Council wishes to memorialize the monthly compensation for elected Officials, without any raise from previous compensation.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HARDIN, MONTANA:

That the following wages for non-union City employees listed below shall be effective as of July 1, 2019, and is hereby finally determined and approved:

Hourly Regular Employees:

EMPLOYEE	2018/2019 Rate	2019/2020 Rate
Michelle Dyckman	$ 23.93/ hour	$ 24.65/ hour

Salaried Regular Employees:

EMPLOYEE	2018/2019 Rate	2019/2020 Rate
James E. Seykora	$ 191.44 (daily)	$ 197.20 (daily)
James Bowler	$ 191.44 (daily)	$ 197.20 (daily)
Rock Massine	$ 3,001.60 (bi-weekly)	$ 3,091.65 (bi-weekly)

Temporary Employees:

EMPLOYEE	2019/2020 Rate
Judy Stieber	$ 14.23/ hour

Elected Officials:

Official	2019/2020 Rate
Mayor	$ 850.00/ month
Council President	$ 625.00/ month
Alderman	$ 600.00/ month

The Council further resolves that employees of the City shall have the authority to make any actions necessary to effectively execute this resolution, pursuant to the Personnel Policies Manual, for the resolution to have full effect.

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

YEA VOTES _____ NAY VOTES _____

CITY OF HARDIN

BY:_____ ATTEST:_____
Mayor City Clerk