MAYOR
Joe Purcell

POLICE CHIEF
Donald Babbin Jr.

The City of
HARDIN
Montana

PUBLIC WORKS DIRECTOR
Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK
Andrew Lehr

The City of Hardin is inviting you to a scheduled Zoom meeting.

The City Council Meeting of October 19, 2021 will be held by virtual meeting and the Public is invited to attend in person and will be seated on a first-come, first-served basis. Please note that space is limited.

Topic: City of Hardin 10/19/21 Council Meeting

Time: October 19, 2021 at 6:30 p.m. Mountain Time

Council Meeting - 6:30 p.m.

The meeting will open at 6:15 p.m.

If you will be logging into the Council meeting by:

Computer: Please identify yourself by submitting your first and last name by using the "Chat" function.

Phone: Please identify yourself by stating your First and Last Name.

Join Zoom Meeting
https://us02web.zoom.us/j/9990819766

Meeting ID: 999 081 9766

One tap mobile
+16699009128,,9990819766# US (San Jose)
+12532158782,,9990819766# US (Tacoma)

Dial by your location
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
Meeting ID: 999 081 9766
Find your local number: https://us02web.zoom.us/u/kcoyTRsvFH

AGENDA

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

October 19, 2021

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

ROLL CALL: Mayor: _____
Alderpersons: Karen Molina _____ Clayton Greer _____ Chris Sharpe _____
Harry Kautzman _____ Jeremy Krebs _____ Antonio Espinoza _____

CONSENT AGENDA:
Council Meeting 10/05/2021 Claims

PUBLIC COMMENT:
- Environmental Assessment – K-9 Equipped Police Vehicle

MAYOR:

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

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATION:

UNFINISHED BUSINESS:
- EPA Agreement – accepting asbestos at the Landfill

NEW BUSINESS:
- Helping Hands Food Bank – Request for portable restrooms (handicap) and handwashing station
- Hardin Chamber of Commerce – Request for closure of 200 block Oct 29th for Trunk or Treat
- Mayor Purcell – absent October 23rd – October 29th

STAFF REPORTS
- **Public Works:**
- **Finance:**
- **Police:**
- **Legal:**
- **Economic Development:**

RESOLUTIONS & ORDINANCES:
Resolution NO. 2284 – Categorical Exclusion for the City of Hardin K-9 Equipped Police Vehicle

ANNOUNCEMENTS:
Employee Anniversaries for October: Judge Richard Bowler, 4 years; Joe Connelly, 10 years; Moses Gonzales, 43 years; Markus Takes The Horse and Angela Zimmer, each 6 years.

Job Openings: Police Officers

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 October 5, 2021 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, Chris Sharpe, Karen Molina, Antonio Espinoza, and Jeremy Krebs.

Also present: Finance Officer/City Clerk Andrew Lehr, Public Works Director Michael Hurff, Jr., Deputy City Clerk Angela Zimmer, and Police Chief Donald Babbin, Jr. City Attorney Jordan Knudsen was present by virtual meeting

Also present physically and by virtual meeting: Members of the public.

MINUTES OF THE PREVIOUS MEETINGS & CLAIMS: Sharpe made the motion to approve the Council minutes as written for September 21, 2021. Motion seconded by Greer. On a voice vote the motion was unanimously approved.

Greer made a motion to approve the claims for October 5, 2021.

	CLAIM No.		Monthly Total
September, 2021	27537, 27539 - 27543 27545 - 27584 27609 - 27621	$	124,275.42
October, 2021	27585 - 27608	$	2,475.12
Claims Total (Expenditures)		**$**	**126,750.54**
September, 2021		**$**	**157,845.65**
TOTAL Submitted		**$**	**284,596.19**

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

PUBLIC COMMENT:

Frank Krebs noted that he has questions about a possible impound lot that will be started in his neighborhood. He added GV Towing bought property on 6th and 7th Street East, two thirds of the property is in City limits and is Residential and one third of the property is in the County and is Light Industrial. Krebs reported he has talked with numerous neighbors and voiced they are concerned there will be more traffic and they are strictly against it. Mayor Purcell noted that the City Attorney and Code Enforcement are working with the owners.

MAYOR:

Mayor Purcell reported he was notified the packing plant will be built in Lockwood; there is not any new information on the Growth Management Plan or the Main Street Project; and the Montana Leagues of Cities and Towns 90th Annual Convention is scheduled for October 6th – October 8th. He will be attending virtually.

Personnel Policy/City Policy:

Mayor Purcell reported the City currently has positions open for a part-time General Laborer, full-time Assistant Mechanic/MWII, full-time MWIII, and Police Officer positions.

Sewer & Water:
Law Enforcement:

Streets & Alleys:
Kautzman reported Alley Clean-Up started this week.

Parks & Playgrounds:
Lehr reported a pre-application meeting will be scheduled for the Montana State Parks Land Water Conservation Fund (LWCF) application for the South Park project.

Krebs reported Gametime, a company the City purchases playground equipment from, has a grant that has one hundred percent matching funds. He added that Lehr will look into combining the grants for the project.

Finance/Landfill:
Resolutions & Ordinances:

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

UNFINISHED BUSINESS:
Hurff reported he contacted a local business for an additional quote to replace truck bed floors in two of the dump trucks. Hurff reported they came and took measurements, but he has made several attempts to contact them for the quote and has not received a return call. Hurff reported another local company was asked, but they said it would be a while before they would be able to come take a look at it. Hurff recommended approval of the quote from Kois Brothers in the amount of $5,444.25 for each floor. Kautzman motioned to approve the recommendation. Espinoza seconded. On a voice vote the motion was unanimously approved.

NEW BUSINESS:
Chief Babbin reported the City received three police vehicles from Gallatin County and one police vehicle from Texas. He added that all the vehicles need decals and striping. Greer motioned to approve the estimate from the Tint Factory in the amount of $5,400 for the three vehicles from Gallatin County. Espinoza seconded. On a voice vote the motion was unanimously approved.

Mayor Purcell reported Big Horn County is purchasing two police vehicles for the City. He added an approval is needed for the City to purchase the two vehicles in the amount of $77,704, which includes shipping and handling, and then be reimbursed by the County for the amount they are contributing. Molina asked if the price was just for the vehicles. Chief Babbin noted it will be additional for all the equipment. Greer motioned to approve the purchase of the vehicles in the amount of $77,704. Krebs seconded. On a voice vote the motion was unanimously approved.

Hurff reported a proposal was submitted by In Control, Inc. to upgrade the radio communications throughout the water distribution system. He added that In Control does all the computer services at the water plant. Sharpe asked if the system could be fixed. Hurff reported it is hard to find parts. Krebs motioned to approve the proposal in the amount of $56,215. Greer seconded. On a voice vote the motion was unanimously approved.

Mayor Purcell asked for approval to submit a letter to the Montana Coal Board for a Coal Board Grant to purchase a K-9 equipped law enforcement vehicle. Molina asked why a K-9 this early in a department when the City can barely afford a department. She asked if there would be a date the grant would have to be used by once it is awarded. Krebs asked if the grant could be turned down at a later date if it is decided to take a different route. Mayor Purcell noted that having a K-9 is another tool to use with drug issues in Hardin. Rock Massine, City of Hardin resident, noted that it was intended by the last department to get a K-9 and added that Chief Babbin has experience with dogs. Greer motioned to approve the application and letter. Krebs seconded. On a voice vote the motion was at tie vote with Kautzman, Greer, and Krebs voting Yea and with Sharpe, Molina, and Espinoza voting Nay. The Mayor broke the tie vote by voting Yes to go

forward with the submission of the commitment letter to the Coal Board. (4/3) Motion passed.

STAFF REPORTS:

Public Works:

Hurff reported the parks were closed on October 1st and Alley Clean-up is this week. Hurff reported used 300-gallon garbage cans can be purchased from the City of Billings for $100 each. He is working to set up an account with Billings so a few cans can be picked up each week. It was noted they are about $509 each new.

Finance:

Lehr reported the pre-application meeting for the (LWCF) grant for the South Park Project is expected to be held sometime after the 15th of this month; the Budget Document for FY 2022 was submitted to the State on October 1st; and he asked for another extension with the State for the audit. He added that WIPFLi, the auditor, is behind.

Police:

Chief Babbin reported the City has received the three Ford Explorers from Gallatin County and the Chevy Tahoe from Texas came in yesterday.

Chief Babbin noted there are two applicants that have been forwarded to the Police Commission and noted the City has received more applications. He noted the City needs to separate themselves from other agencies by being more attractive to applicants.

Chief Babbin reported the school superintendent approached him about a school resource officer. He added that if the superintendent needs help, our doors are open.

Legal:

Knudsen reported draft agreements for jail and 911 services and a contract for the two police vehicles have been sent to Big Horn County and are being reviewed by their legal counsel.

Economic Development:

Mayor Purcell reported the City is waiting on the final report from Interstate Engineering on the City of Hardin Growth Management Plan.

RESOLUTIONS & ORDINANCES:

Resolution NO. 2282: Declaring the Elections by Acclamation for Election Year 2021 for Mayor and Ward 2. Kautzman motioned to approve the resolution. Sharpe seconded. On a voice vote the motion was approved. (4/2) Greer and Espinoza abstained.

Resolution NO. 2283: Authorizing the Submission of a Coal Board Application in support of the City of Hardin Police Department. Greer motioned to approve the second reading of the ordinance. Kautzman seconded. On a voice vote the motion was at tie vote with Kautzman, Greer, and Krebs voting Yea and with Sharpe, Molina, and Espinoza opposed voting Nay. The Mayor broke the tie vote by voting Yes. The motion passed.

ANNOUNCEMENTS:

Mayor Purcell announced Alley Clean-Up is scheduled for this week; City Offices will be Closed Monday, October 11, 2021 for Columbus Day; a Candidate Debate for Election Year 2021 is scheduled for Tuesday, October 12, 2021 at 7:00 p.m. at the Hardin Depot; and the City currently has job openings for a part-time General Laborer, full time Assistant Mechanic/Maintenance Worker II, full time Maintenance Worker III, and Police Officer positions. The positions are opened until filled.

Kautzman motioned to adjourn the meeting. Greer seconded. On a voice vote the motion was unanimously approved.

The meeting adjourned at 7:17 p.m.

Joe Purcell, Mayor

ATTEST:

Andrew Lehr, Finance Officer/City Clerk

DRAFT

City of Hardin

Submitted for Approval

October 19, 2021

	CLAIM No.		Monthly Total
June, 2021	27654	$	**10,250.00**
September, 2021	27622-27630, 27632-27633 27636-27641, 27643 27656	$	**27,366.95**
October, 2021	27631, 27634-27635 27644-27646, 27648-27653 27655	$	**6,442.60**
TOTAL Submitted		$	**44,059.55**

Claims or Expenditures over $5,000
per Resolution #2189

Vendor	Check #	Purpose	Amount
US BANK NATIONAL ASSOC	99891	Truste & Admin Fees - TIFD	10,250.00
EXEMPT from Resolution 2189:			
NORTHWESTERN ENERGY	37121	Electric Utilities	17,022.03

CITY OF HARDIN
Claims Report
For the Accounting Period: June, 2021

Vendor	Claim #		Check	Amount
US BANK NATIONAL ASSOC	CL	27654	-99891	10,250.00

CITY OF HARDIN

Claims Report

For the Accounting Period: September, 2021

Vendor	Claim #		Check	Amount
YOCHUM CONTRACTING INC	CL	27622	37119	1,032.29
BIG HORN COUNTY ELECTRIC	CL	27623	37107	4,131.96
RDO EQUIPMENT	CL	27624	37114	239.62
VERIZON WIRELESS	CL	27625	-99892	518.59
* CASH	CL	27626	37106	126.11
TOWN & COUNTRY SUPPLY ASSN	CL	27627	37117	264.68
BIG HORN IGA	CL	27628	37108	57.58
CROELL INC	CL	27629	37111	600.00
UTILITIES UNDERGROUND LOC. CTR.	CL	27630	37118	47.10
C & B OPERATIONS LLC	CL	27632	37110	94.53
BIG SKY FIRE EQUIPMENT	CL	27633	37109	62.00
THE ORIGINAL BRIEFS	CL	27636	37116	858.40
LEVEL 3 COMMUNICATIONS, LLC	CL	27637	37120	467.81
NORTHWESTERN ENERGY	CL	27638	37121	17,022.03
MOUNTAIN ALARM	CL	27639	37122	255.00
ST Vincent Occupational Healthcare	CL	27640	37123	30.00
STAHLY ENGINEERING & ASSOCIATES INC	CL	27641	37124	1,304.75
BIG HORN HOSPITAL ASSOCIATION	CL	27643	37125	50.00
DORSEY & WHITNEY LLP	CL	27656	37136	204.50
				27,366.95

CITY OF HARDIN
Claims Report
For the Accounting Period: October, 2021

Vendor	Claim #		Check	Amount
DIS TECHNOLOGIES	CL	27631	37112	891.00
MARINA PLAIN BULL	CL	27634	37105	150.00
RICHARD BOWLER	CL	27635	37115	658.92
CHEYENNE ESPINOZA	CL	27644	37126	49.16
ANGELICA LYNN WILEY	CL	27645	37127	15.00
BADGE AND WALLET	CL	27646	37128	1,959.40
DANA SAFETY SUPPLY, INC	CL	27648	37129	1,335.00
ECOLAB INC	CL	27649	37130	58.67
MT. STATE VOLUNTEER FIREFIGHTERS	CL	27650	37131	55.00
NORTHERN CHIROPRACTIC PC	CL	27651	37132	125.00
Railroad Management Company III,LLC	CL	27652	37133	1,005.45
LEE ANN HIEBERT	CL	27653	37134	15.00
JEREMY BECKMAN	CL	27655	37135	125.00
				6,442.60

CITY OF HARDIN
Check Report
10/19/2021

Vendor	Claim #		Check	Amount
MARINA PLAIN BULL	CL	27634	37105	150.00
* CASH	CL	27626	37106	126.11
BIG HORN COUNTY ELECTRIC	CL	27623	37107	4,131.96
BIG HORN IGA	CL	27628	37108	57.58
BIG SKY FIRE EQUIPMENT	CL	27633	37109	62.00
C & B OPERATIONS LLC	CL	27632	37110	94.53
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DIS TECHNOLOGIES	CL	27631	37112	891.00
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US BANK NATIONAL ASSOC	CL	27654	-99891	10,250.00
VERIZON WIRELESS	CL	27625	-99892	518.59
				44,059.55

ENVIRONMENTAL REVIEW CHECKLIST

NAME OF PROJECT:	K-9 Equipped Police Vehicle
PROPOSED ACTION:	Categorical Exclusion
LOCATION:	City of Hardin, Montana

Key Letter:

N: No Impact; **B:** Potentially Beneficial; **A:** Potentially Adverse; **P:** Approval/Permits Required; **M:** Mitigation Required

PHYSICAL ENVIRONMENT

Key		
N	1	Soil Suitability, Topographic and/or Geologic Constraints (e.g., soil slump, steep slopes, subsidence, seismic activity)
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
N	2	Hazardous Facilities (e.g., power lines, hazardous waste sites, acceptable distance from explosive and flammable hazards including chemical/petrochemical storage tanks, underground fuel storage tanks, and related facilities such as natural gas storage facilities & propane storage tanks)
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
N	3	Effects of Project on Surrounding Air Quality or Any Kind of Effects of Existing Air Quality on Project (e.g., dust, odors, emissions)
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
N	4	Groundwater Resources & Aquifers (e.g., quantity, quality, distribution, depth to groundwater, sole source aquifers)
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.

Key Letter:		
N: No Impact; **B:** Potentially Beneficial; **A:** Potentially Adverse; **P:** Approval/Permits Required; **M:** Mitigation Required		
Key **N**	5	Surface Water/Water Quality, Quantity & Distribution (e.g., streams, lakes, storm runoff, irrigation systems, canals)
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key **N**	6	Floodplains & Floodplain Management (Identify any floodplains within one mile of the boundary of the project.)
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key **N**	7	Wetlands Protection (Identify any wetlands within one mile of the boundary of the project.)
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key **N**	8	Agricultural Lands, Production, & Farmland Protection (e.g., grazing, forestry, cropland, prime or unique agricultural lands) (Identify any prime or important farm ground or forest lands within one mile of the boundary of the project.)
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key **N**	9	Vegetation & Wildlife Species & Habitats, including Fish and Sage Grouse (e.g., terrestrial, avian and aquatic life and habitats) https:\\sagegrouse.mt.gov
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key **N**	10	Unique, Endangered, Fragile, or Limited Environmental Resources, Including Endangered Species (e.g., plants, fish or wildlife)
		Response and source of information:

Key Letter:		
N: No Impact; **B:** Potentially Beneficial; **A:** Potentially Adverse; **P:** Approval/Permits Required; **M:** Mitigation Required		
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key **N**	11	Unique Natural Features (e.g., geologic features)
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key **N**	12	Access to, and Quality of, Recreational & Wilderness Activities, Public Lands and Waterways, and Public Open Space
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
HUMAN ENVIRONMENT		
Key **N**	1	Visual Quality – Coherence, Diversity, Compatibility of Use and Scale, Aesthetics
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key **N**	2	Nuisances (e.g., glare, fumes)
		Response and source of information:
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key **N**	3	Noise -- suitable separation between noise sensitive activities (such as residential areas) and major noise sources (aircraft, highways & railroads)
		Response and source of information:

Key Letter:		
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		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	4	Historic Properties, Cultural, and Archaeological Resources
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	5	Changes in Demographic (population) Characteristics (e.g., quantity, distribution, density)
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	6	General Housing Conditions - Quality, Quantity, Affordability
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	7	Displacement or Relocation of Businesses or Residents
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	8	Public Health and Safety
B		*Response and source of information:*

Key Letter:		
N: No Impact; **B:** Potentially Beneficial; **A:** Potentially Adverse; **P:** Approval/Permits Required; **M:** Mitigation Required		
		The acquisition of a K-9 equipped vehicle will improve law enforcement capabilities.
Key	9	Lead Based Paint and/or Asbestos
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	10	Local Employment & Income Patterns - Quantity and Distribution of Employment, Economic Impact
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	11	Local & State Tax Base & Revenues
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	12	Educational Facilities - Schools, Colleges, Universities
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	13	Commercial and Industrial Facilities - Production & Activity, Growth or Decline.
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	14	Health Care – Medical Services

Key Letter:		
N: No Impact; **B:** Potentially Beneficial; **A:** Potentially Adverse; **P:** Approval/Permits Required; **M:** Mitigation Required		
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	15	Social Services – Governmental Services (e.g., demand on)
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	16	Social Structures & Mores (Standards of Social Conduct/Social Conventions)
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	17	Land Use Compatibility (e.g., growth, land use change, development activity, adjacent land uses and potential conflicts)
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	18	Energy Resources - Consumption and Conservation
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	19	Solid Waste Management
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.

Key Letter:		
N: No Impact; **B:** Potentially Beneficial; **A:** Potentially Adverse; **P:** Approval/Permits Required; **M:** Mitigation Required		
Key	20	Wastewater Treatment - Sewage System
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	21	Storm Water – Surface Drainage
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	22	Community Water Supply
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	23	Public Safety – Police
B		*Response and source of information:*
		The acquisition of a K-9 equipped vehicle will improve law enforcement capabilities.
Key	24	Fire Protection – Hazards
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	25	Emergency Medical Services
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	26	Parks, Playgrounds, & Open Space

Key Letter:		
N: No Impact; **B:** Potentially Beneficial; **A:** Potentially Adverse; **P:** Approval/Permits Required; **M:** Mitigation Required		
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	27	Cultural Facilities, Cultural Uniqueness & Diversity
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	28	Transportation Networks and Traffic Flow Conflicts (e.g., rail; auto including local traffic; airport runway clear zones - avoidance of incompatible land use in airport runway clear zones)
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	29	Consistency with Local Ordinances, Resolutions, or Plans (e.g., conformance with local comprehensive plans, zoning, or capital improvement plans)
N		*Response and source of information:*
		The acquisition of a K-9 equipped police vehicle does not involve or lead directly to construction. The project involves the acquisition of capital equipment.
Key	30	Is There a Regulatory Action on Private Property Rights as a Result of this Project? (consider options that reduce, minimize, or eliminate the regulation of private property rights.)
N		*Response and source of information:*
		No

AGREEMENT FOR SERVICES

This Agreement is made and entered into between the City of Hardin, Montana, located at 406 North Cheyenne Avenue, Hardin, Montana, 59034 (hereinafter "City") and EPA Region 8, SEM-EM-RS, qualified to do business in Montana, whose mailing address is 1595 Wynkoop Street, Denver, CO 80202 (hereinafter EPA Region 8).

WHEREAS, the City, a political subdivision in the State of Montana, owns and operates a landfill under a permit from the Montana Department of Environmental Quality ("MDEQ");

WHEREAS, City's landfill is currently permitted to accept ACM Asbestos from construction debris in Big Horn County, Montana;

WHEREAS, EPA Region 8 is a government entity, in good standing under the laws of the State of Montana, engaged in waste clean-up and in need of solid waste services, and has the authority to enter into contracts;

WHEREAS, it is in the best interests of both the City and EPA Region 8 that the City accept construction debris at its landfill approved to accept asbestos in accordance with the provisions set forth in this agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained in this Agreement, the City and EPA Region 8 agree as follows:

I. TERM

This Agreement shall be binding upon the parties at such time as it is signed by both entities and the City has received an approval letter from MTDEQ accepting the amended Operation and Maintenance Plan allowing Asbestos Contaminated Material (ACM) and Regular Construction and Demolition Waste (C&D) to be disposed of in the City's landfill and shall continue for a term as long as needed, on a month-to-month basis. One-month notice (30 days) from either party is required to terminate the normal term.

II. PAYMENTS

The parties agree to a flat rate of $163.50 (One hundred and Sixty-Three Dollars and Fifty Cents) per ton of ACM, with a limit of 4,000 (Four Thousand) cubic yards total. The parties agree to pay for C&D at a rate of $43.75 (Forty-Three Dollars and Seventy-Five Cents) per ton.

The parties further agree that each shipment of the received material shall be weighed by the City at the landfill site and a receipt issued to EPA Region 8 or its designated shipper for the same.

The payments due under this agreement shall be paid within 45 days of the date of the City's invoice.

III. DEPOSIT

The parties agree that a deposit of $20,000.00 (twenty-thousand dollars), made payable to the City is required. Payment of such deposit shall be made by EPA Region 8 to the City upon receipt of said deposit invoice and prior to the first shipment of ACM and C&D. The deposit shall be held by the City to guarantee timely payments. The City shall have the right to use all or any part of the deposit to pay any balance EPA Region 8 may owe the City that is past due. The City has a right to refuse any further dumping of ACM until either all invoices are paid to current, or the deposit is brought back up to $20,000.00 in the case that said deposit is applied to any amount due the City. Any amount of the deposit that is not used toward payments owed at the termination of this agreement shall be refunded to Region 8 within 30 days of the effective date of the termination unless the parties enter into a new or similar agreement.

IV. OBLIGATIONS

The City shall permit EPA Region 8 to dump ACM, and or C&D, at the City landfill during normal business hours of the City landfill, at the rates specified in Section II of this Agreement. EPA Region 8 shall deliver all ACM to the City landfill. EPA Region 8 may use a third-party contractor for delivery, so long as third-party delivery carries general liability insurance.

The City shall operate its landfill in accordance with all federal, state, and local laws, regulations, ordinances, or other obligations and act in accordance with the standard of care of a reasonable, prudent, and qualified landfill operator in its handling and disposal of EPA Region 8 ACM. The City shall record the date and weight of each load of ACM delivered and shall provide EPA Region 8 with a monthly invoice. City shall retain copies of all documentation.

End Dump trucks shall be used to deliver all ACM to the City of Hardin Landfill. All loads shall be burrito-type wrapped with plastic and placed where the City has designated ACM dumping.

Dumping shall only be permitted during "Fair Weather Days" and shall be covered every night in accordance with landfill practices. Dumping shall only be permitted between the normal business hours of 8:00 a.m. to 4:00 p.m. Monday through Saturday.

V. ENVIRONMENTAL

EPA Region 8 represents that all ACM to be dumped at City landfill is composed of only ACM and will contain no other materials or hazardous materials.

EPA Region 8 shall remedy any contamination of the City landfill if any substance other than ACM is introduced to the City landfill as a result of ACM from EPA Region 8, resulting in violation of any state, local, or federal regulation, including the Federal Resource Conservation and Recovery Act (RCRA) and any state administrative rules.

City is responsible for obtaining and maintaining the City landfill in compliance with all local, state and federal laws, regulations, ordinances, and permits.

VI. INDEMINITY

EPA Region 8 agrees to indemnify and hold harmless City for any claims, liabilities, penalties, causes of actions (including costs of defense, settlement, cleanup, and reasonable attorney's fees) arising out of possible contamination to City landfill from ACM from EPA Region 8, from and against third parties. EPA Region 8 further agrees to indemnify and hold harmless City, its directors, officers, employees, and agents from and against third party claims, liabilities, penalties, causes of actions (including costs and attorney's fees and disbursements) caused by the negligence, willful act or omission of or breach of this Agreement by EPA Region 8, in proportion to their respective degree of fault in respect of such claims.

City agrees to indemnify and hold harmless EPA Region 8, respective subsidiaries and affiliates, and their respective directors, offices, employees, and agents from and against third party claims, liabilities, penalties, causes of actions (including costs and attorney's fees and disbursements) caused by the negligence, willful act or omission of or breach of this Agreement by the City, in proportion to their respective degree of fault in respect of such claims.

VII. TERMINATION

The parties agree that this agreement may be terminated at any time upon the occurrence of any of the following events:

1. Mutual agreement of the parties; or

2. EPA Region 8 failure to make timely payments as set forth in this agreement provided that, in the event of non-payment, Region 8 shall be provided written notice of non-payment and the opportunity to cure within 30 calendar days of the date of receipt of the notice before the City may terminate this agreement.

Notice shall be mailed by U.S. Mail, first class, to (or such other person as EPA Region 8 shall subsequently designate by means of written notice to City sent by certified mail, return receipt requested):

EPA Region 8, SEM-EM-RS 1595 Wynkoop Street Denver, CO 80202	Public Works Director City of Hardin 406 N. Cheyenne Ave. Hardin, MT 59034

VIII. DISPUTE RESOLUTION

In the event that the parties have a dispute, both agree to make a good faith effort to informally resolve their differences. In the event that the parties are unable to informally resolve any dispute, then the parties agree to follow the following formal dispute outline:

1. The complaining party shall give the defaulting party written notice, which shall specify the nature of the dispute. The responding party shall have ten calendar (10) days from the date of the notice to either give notice of its correction, explanation of the problem, or denial of the complaint.

2. If the complaining party rejects the correction, explanation, or denial, they shall institute the mediation process by making a written demand, which will contain the names of three mediators, along with their contact information. If the responding party is unable to accept one of the three mediators proposed, the parties shall each select an attorney. The two selected attorneys shall then select a mediator.

3. The mediator shall provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties.

4. If mediation is unsuccessful, both parties shall be entitled to pursue all remedies available to them under applicable law.

5. The venue for any legal dispute shall be in the State of Montana.

6. The parties agree that only the laws of the State of Montana apply to this Agreement.

IX. MISCELLANEOUS

This Agreement contains the entire agreement between the parties regarding the subject of this Agreement, and there are no other agreements or understandings not contained herein.

This Agreement can only be changed or modified by mutual agreement, in writing, signed by all parties.

This Agreement may be executed in counterparts.

If either party fails to enforce any of the provisions of this Agreement, at any time, it shall not be construed as a waiver or modification of such provision, nor effect the validity of any part of this Agreement or the right of either party o thereafter enforce such provision.

City of Hardin

_____ _____
Joe Purcell, Mayor Date

_____
ATTEST BY: City Clerk

EPA Region 8

_____ _____
Name Date

_____
Title

RECEIVED
OCT 14 2021
BY:

Helping Hands in Hardin, Inc.
P.O. Box 125
825 W. 3rd Hardin, MT 59034
(406) 665-2997
Tax Exempt # 81-0512834
Elle Ross, Executive Director
Sam Laci, Assistant Director

Dear City Council Members,

On behalf of Helping Hands Food Bank, we would like to request the donation and usage of porta potties restrooms (handicap accessible), handwashing station and road caution cones for the Movie Night in the Park fundraiser. The equipment is needed at Heimat Park on Friday, October 29th. We will be setting up the movie fundraiser by 4pm on this day and expect the event to conclude no later than 10pm.

Helping Hands' Board would be responsible for physically setting up and taking down barriers to protect the screen and post signage that guardians are responsible for children at the event.

Thank you for considering this request and ensuring the safety of our residents while promoting healthy, community-based activities for all. We look forward to working with you and appreciate your consideration.

Best,

Elle Ross
Executive Director, *Helping Hands in Hardin Food Bank*
314.922.1485

RECEIVED
OCT 14 2021

Hardin Area Chamber of Commerce & Agriculture, Inc.
10 East Railway • P.O. Box 446 • Hardin, MT 59034 • Phone 406-665-1672 • Fax 406-665-3577
Email: hardinchamber@gmail.com *Website:* www.hardinmtchamber.com

City of Hardin
406 N Cheyenne
Hardin, MT 59034

October 14, 2021

Dear Mayor and City Council:

The Chamber of Commerce Board would like to ask to have the 200 block of Center Ave closed on October 29th from 3 pm to 6 pm so that we can have a Trunk or Treat for the kids of Big Horn County. We would like to have people and businesses come and decorate a trunk and hand out treats for the kids. We will be having games and an area to take pictures with their costumes also in the plaza.

Sincerely,

Rhonda Lehr
Executive Director

RESOLUTION NO. 2284

A RESOLUTION OF THE CITY OF HARDIN, MONTANA TO ACCEPT THE DETERMINATION THAT A CATEGORICAL EXCLUSION IS APPROPRIATE FOR THE CITY OF HARDIN K-9 EQUIPPED POLICE VEHICLE.

WHEREAS, the City of Hardin previously approved Resolution No. 2283, which generally authorized the Mayor to apply for a Coal Board Grant Application in support of the Hardin Police Department;

WHEREAS, the City of Hardin has completed an assessment to identify potential environmental impacts to acquiring a K-9 Equipped Police Vehicle;

WHEREAS, the draft Environmental Assessment was made available for public comment and the findings were presented and reviewed at a public meeting;

WHEREAS, no substantive public comment was received;

WHEREAS, The City of Hardin has determined that acquiring a K-9 Equipped Police Vehicle will not significantly affect the quality of the human environment and accordingly the City of Hardin has determined an Environmental Impact Statement is not necessary.

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

That City of Hardin, Montana adopts the final Environmental Assessment for the acquisition of a K-9 Equipped Police Vehicle.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this _____ day of October, 2021.

YEA VOTES _____ NAY VOTES _____

CITY OF HARDIN

BY:_____ ATTEST:_____

Mayor City Clerk