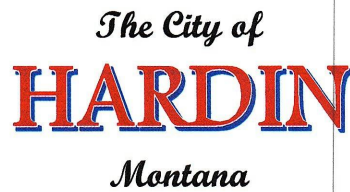


MAYOR
Joe Purcell

POLICE CHIEF
Paul M. George Jr.



PUBLIC WORKS DIRECTOR
Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK
Andrew Lehr

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

Council Meeting
of Tuesday December 5, 2023

Held by virtual meeting and the Public is invited to attend in person.

Topic: City of Hardin Council Meeting – 12/05/2023

Start Time: 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.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/9897104479>

Meeting ID: 989 710 4479

One tap mobile
+17193594580,,9897104479# US
+12532050468,,9897104479# US

Dial by your location
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 444 9171 US
+1 669 900 9128 US (San Jose)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 689 278 1000 US
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US

Meeting ID: 989 710 4479

Find your local number: <https://us02web.zoom.us/j/9897104479>

AGENDA

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

December 5, 2023

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

ROLL CALL: Mayor: _____
Alderspersons: Steven Hopes _____ Clayton Greer _____ Chris Sharpe _____
Rock Massine _____ Jeremy Krebs _____ Antonio Espinoza _____

CONSENT AGENDA:
Council Meeting 11/21/2023 Resolutions or Ordinances 11/21/2023 Claims

PUBLIC COMMENT:

MAYOR:

- COMMITTEE REPORTS:
- Personnel Committee/City Policy: Mayor
 - Sewer & Water: Massine
 - Law Enforcement: Espinoza
 - Streets & Alleys: Hopes
 - Parks & Playgrounds: Krebs
 - Finance/Landfill: Greer
 - Resolutions and Ordinances: Sharpe

SPECIAL COMMITTEES:
PETITIONS & COMMUNICATION:

UNFINISHED BUSINESS:
○ Farm To Market Agreement

NEW BUSINESS:
○ City-County Planning Board Mayor Appointment
○ City-County Planning Board City Council Appointment – Letters of Interest
○ Northern Cheyenne Agreement

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

RESOLUTIONS & ORDINANCES:

ANNOUNCEMENTS:
City Christmas Party – Wednesday, December 13, 2023 at 6:30 p.m. No business will be conducted, but there is a possibility for a quorum to be present

City Offices will be Closing at 12:00 p.m. on Friday December 22, 2023 &
Closed Monday, December 25, 2023 for Christmas Day & Monday January 1, 2024 for New Years Day

Alley Clean-Up - December 26th to December 29th (please have items out early December 26th) and
Christmas Tree Pick-up - January 2nd to January 5th

2024 Liquor License Applications are due by 12:00 p.m. December 29, 2023

City of Hardin Job Openings: Full time positions: Police Officers, School Resource Officer, and Maintenance Worker I. Positions are open until filled.

Swearing in of Elected Officials – December 19, 2023 Council Meeting

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 Wednesday noon before a Tuesday Council meeting.

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

COUNCIL MEETING: The Regular Council Meeting for November 21, 2023 was called to order at 6:30 p.m. Mayor Joe Purcell presiding by reciting the Pledge of Allegiance.

The following Aldermen were present: Steven Hopes, Chris Sharpe, Rock Massine, Antonio Espinoza, and Jeremy Krebs (entered the meeting at 6:42 p.m.). Clayton Greer was excused.

Also present: Finance Officer/City Clerk Andrew Lehr, Public Works Director Michael Hurff, Jr., Deputy City Clerk Angela Zimmer, City Attorney Jordan Knudsen and Police Chief Paul George, Jr.

Also present physically and by Virtual Meeting: Members of the public.

MINUTES OF THE PREVIOUS MEETINGS & CLAIMS: Hopes made the motion to approve the Council minutes for November 7, 2023. Motion seconded by Massine. On a voice vote the motion was unanimously approved.

Massine made a motion to approve the claims for November 21, 2023.

	CLAIM No.	Monthly Total
October, 2023	30370, 30377-30382, 30385-30386, 30388, 30390, 30392	\$ 64,745.31
November, 2023	30371-30376, 30383-30384, 30387, 30389, 30416-30422	\$ 7,017.70
December, 2023	30393-30415	\$ 12,318.75
Total Submitted		\$ 84,081.76

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

PUBLIC COMMENT:

MAYOR:

Mayor Purcell extended condolences to the family of Sherriff Darrell King and voiced his leadership will be missed. He extended a “Thank You” to the Hardin Police Department for offering support to the County during this difficult time.

Mayor Purcell noted different brackets have been ordered for the flag poles that are placed above the banners and reported that he attended the National League of Cities and Towns Conference in Georgia noting there was a lot of discussion on housing, youth involvement, and economic development resources.

Personnel Policy/City Policy:

Mayor Purcell reported the City has job openings for Police Officers, Maintenance Worker I, and a School Resource Officer (SRO).

Sewer & Water:

Law Enforcement:

Streets & Alleys:

Hopes reported the city crew has been blading the alleys and adding gravel where needed. He added Alley Clean Up is scheduled for the last week of December and Christmas Tree pick up is scheduled for the first week of January.

Parks & Playgrounds:

Finance/Landfill:

Resolutions & Ordinances:

Sharpe reported R2 General Residential District Zoning was discussed. There was a question regarding a recommendation that was previously made by Greer about garages. There will be follow up.

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

Mayor Purcell reported the City received City-County Planning Board meeting minutes of October 9, 2023.

UNFINISHED BUSINESS:

Knudsen reviewed the draft Farm to Market Agreement. Hopes and Sharpe noted that part of Railway, that was milled by the County, is falling apart. Mayor Purcell pointed out that the current agreement expires in three years; it is still in effect. (Krebs entered the meeting). There was discussion on the responsibilities of the City and County between the current agreement and the draft agreement. Hopes voiced he would like to see it a little more balanced. Cory Kenney recommended a clear copy of the draft, without the notes on the side. Hopes motioned to table the agreement and have a clean copy presented at the next meeting. Massine seconded. On a voice vote the motion passed. (3/2) Sharpe voted Nay and Espinoza abstained.

Knudsen reported Section 8 of the Ash Disposal Agreement calls for renegotiation of the rates every two years; that hasn't been done. He noted there has been a fifty-six percent (56%) increase since the last negotiation. The draft agreement amends the rate to be \$31,200 per month and \$4.02 per ton. Massine motioned to approve the draft amendment to the ash agreement. Hopes seconded. On a voice vote the motion was unanimously approved.

NEW BUSINESS:

Joel Bertolino, Executive Director/Food & Ag Director of Beartooth RC&D, reviewed the Annual Impact Statement. Nan Knight, Finance Director, and Jacy Head, Economic Development Director, reviewed 2023 Projects and grant information for the City of Hardin and Big Horn County.

Krebs motioned to approve the Memorandum of Understanding with Beartooth RC&D. Espinoza seconded. On a voice vote the motion was unanimously approved.

Mayor Purcell reported a proposal was submitted by Safetech, Inc. that included four options for asbestos abatement of the property that was donated to the Hardin Volunteer Fire Department (HVFD). He noted Option #4 is the option the HVFD would like to move forward with in the amount of \$18,700. Massine asked if it was cost effective for training. Lehr noted the department will be able to use it multiple times for training. Jacy Head voiced this project may qualify for Brownfields funds to clean up the building adding it could take three to six months for the whole assessment. Hopes motioned to table the proposal from Safetech, Inc, to pursue further into the Brownfields program. Sharpe seconded. On a voice vote the motion was unanimously approved.

Lehr reviewed the Letter of Credit from Little Horn State Bank and requested Council approval. Hopes motioned to approve the request. Espinoza seconded. On a voice vote the motion was unanimously approved.

STAFF REPORTS:

Public Works:

Hurff reported the new garbage truck arrived last week; the Christmas tree is scheduled to arrive at the Plaza tomorrow to be put in place and decorated; and the 200 Block of Center Avenue will be closed Saturday November 25th from 9:00 a.m. to 2:00 p.m. for the Christmas Stroll.

Finance:

Lehr reported he and Hurff will work on finalizing the application for the Land Water Conservation Fund (LWCF) Grant for the South Park Project.

Police:

Police Chief George extended condolences to family, friends, and staff at the Sheriff's Office for the loss of Sherriff Darrell King.

Chief George reported Trespass/Public Nuisance forms are available at the Police Department, City Hall, and on the website; the department is operating twenty-four hours a day; and the new Terminal Agency Coordinator started yesterday. He noted Corinna Kirschenmann-Kuntz had concerns of people parking on properties; a citation was issued, but parking on the grass is not in the ordinances.

Legal:

Economic Development:

RESOLUTIONS & ORDINANCES:

ANNOUNCEMENTS:

Mayor Purcell announced the following anniversaries: Joe Connelly, 11 years; Jim Kuntz, 10 years; and Julie Stieber, 3 years.

Mayor Purcell reported City Offices will be closed Friday, November 23, 2023 for Thanksgiving and will be open from 8:00 a.m. to 12:00 p.m. on Friday, November 24, 2023.

Mayor Purcell announced the following job openings: Full-time positions – Police Officers, School Resource Officer (SRO) and Maintenance Worker I. All positions are open until filled.

Greer motioned to adjourn the meeting at 6:33 p.m. Hopes seconded. On a voice vote the motion was unanimously approved.

Joe Purcell, Mayor

ATTEST:

Andrew Lehr, Finance Officer/City Clerk

City of Hardin

Resolutions or Ordinances Committee Meeting

November 21, 2023

The Resolutions or Ordinances Committee Meeting began at 6:17 p.m. In attendance was Committee members Chris Sharpe, Steven Hopes, and Antonio Espinoza and Council Member Rock Massine, Mayor Joe Purcell, Finance Officer/City Clerk Andrew Lehr, City Attorney Jordan Knudsen, Police Chief Paul George, and Deputy City Clerk Angela Zimmer.

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

Public Comment: N/A

Sharpe reported there was a committee meeting held in September to discuss City Codes for R2 General Residential District Zoning, but there was not a quorum present at that meeting.

Massine asked about the change for garages that was recommended by Clayton Greer during the last meeting. The Mayor noted there will be a follow up with Greer for the recommended changes.

There was no further discussion.

The meeting ended at 6:22 p.m.

Chris Sharpe, Committee Chairman

ATTEST:

Angela Zimmer, Deputy City Clerk

City of Hardin

Submitted for Approval

December 5, 2023

Month	CLAIM No.	Monthly Total
September, 2023	30437	\$ 2,532.81
November, 2023	30423-30436, 30438-30460, 30464-30478	84,166.47
December, 2023	30461-30463	77,212.50
Claims Total (Expenditures)		\$ 163,911.78
November Payroll		201,685.55
TOTAL Submitted		\$ 365,597.33

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

Vendor	Purpose	Check #	Amount
JORDAN KNUDSEN	Legal Services	39822	8,000.00
STAHLY ENGINEERING & ASSOCIATES	Water Projects 1st ST and Watson	39842	5,074.25
MATOVICH OIL CO.	Fuel, diesel, oil, DEF, etc	39830	10,493.59
VALLEY FEDERAL CREDIT UNION	2016 Chevy Silverado - Water Distribution	39800	26,500.00
VALLEY TREE SERVICE, LLC	Remove and trim trees along Crawford	39802	5,700.00
US BANK - PETRODATA	Landfill Debt Payment	-99747	47,035.00
US BANK - PETRODATA	Sewer Debt Payment	-99746	20,720.00
US BANK - PETRODATA	Sewer Debt Payment	-99745	9,457.50

CITY OF HARDIN

Claims Report

For the Accounting Period: September, 2023

Vendor	Claim #	Check	Amount
FIRST INTERSTATE BANK	CL 30437	39799	2,532.81

CITY OF HARDIN**Claims Report****For the Accounting Period: November, 2023**

Vendor	Claim #	Check	Amount
TONI R SYMONDS	CL 30423	39844	15.00
CENTURYLINK	CL 30424	-99748	220.38
IBS, INC.	CL 30425	39818	371.25
NORTHERN CHIROPRACTIC PC	CL 30426	39834	130.00
PINE RIDGE FABRICATION LLC	CL 30427	39838	429.00
RDO EQUIPMENT	CL 30428	39840	2,259.96
Railroad Management Company III, LLC	CL 30429	39839	1,167.68
USA BlueBook	CL 30430	39847	1,866.56
NORTHWEST SCIENTIFIC, INC.	CL 30431	39836	95.31
STAHLY ENGINEERING & ASSOCIATES INC	CL 30432	39842	378.00
STAHLY ENGINEERING & ASSOCIATES INC	CL 30433	39842	5,074.25
ROSS MILLER	CL 30434	39798	42.68
MONTANA DAKOTA UTILITIES	CL 30435	39831	1,475.72
MOUNTAIN ALARM	CL 30436	39832	464.50
JOEN WHITE	CL 30438	39820	15.17
EMMELINE BROWN	CL 30439	39813	8.02
JOSH VANDERSLOOT	CL 30440	39823	150.00
KARA DORLAND	CL 30441	39824	97.20
SHANNON BRADLEY	CL 30442	39841	37.20
TONI CHANEY	CL 30443	39843	123.60
JONATHAN & DIANE MCDONALD	CL 30444	39821	34.19
CITY WATER DEPT	CL 30445	39809	436.39
HANSER'S WRECKER COMPANY INC	CL 30446	39816	200.00
JORDAN W KNUDSEN	CL 30447	39822	8,000.00
H & E EQUIPMENT SERVICES, INC	CL 30448	39815	1,245.18
HOTSY WY-MONT	CL 30449	39817	261.00
MATOVICH OIL CO.	CL 30450	39830	10,493.59
CenturyLink	CL 30451	39808	1,506.63
BIG SKY LINEN & UNIFORM INC	CL 30452	39807	113.35
DIS TECHNOLOGIES	CL 30453	39812	59.95
ENERGY LABORATORIES INC	CL 30454	39814	2,014.00
LUMBERZACS INC	CL 30455	39827	65.49
LYNN'S SUPERFOODS	CL 30456	39828	36.68
NEWMAN SIGNS INC	CL 30457	39833	296.29
NORTHWEST PIPE FITTINGS	CL 30458	39835	514.68
TORGERSON'S	CL 30459	39845	2,057.00
TOWN & COUNTRY SUPPLY ASSN	CL 30460	39846	918.48
VALLEY FEDERAL CREDIT UNION	CL 30464	39800	26,500.00
JEREMIAH T DEPUTEE	CL 30465	39819	150.00

CITY OF HARDIN**Claims Report****For the Accounting Period: November, 2023**

Vendor	Claim #	Check	Amount
MARIA FRIESEN	CL 30466	39829	150.00
VALLEY TREE SERVICE, LLC	CL 30467	39801	1,500.00
VALLEY TREE SERVICE, LLC	CL 30468	39802	5,700.00
CREATIVE MONOGRAMS	CL 30469	39810	60.00
DENNING, DOWNEY & ASSOCIATES CPAs	CL 30470	39811	133.00
PAUL M GEORGE JR	CL 30471	39837	60.00
BIG SKY FIRE EQUIPMENT	CL 30472	39805	54.83
KNIFE RIVER INC	CL 30473	39825	1,210.30
KOIS BROTHERS EQUIPMENT CO.	CL 30474	39826	748.54
* CASH	CL 30475	39803	108.43
ANIMAL CARE CENTER	CL 30476	39804	2,551.62
BIG SKY LAWN CARE & PLOWING	CL 30477	39806	262.50
FIRST INTERSTATE BANK (MASTERCARD)	CL 30478	-99744	2,302.87
			84,166.47

CITY OF HARDIN
Claims Report

CITY OF HARDIN

Claims Report

For the Accounting Period: December, 2023

Vendor	Claim #	Check	Amount
US BANK - PETRODATA	CL 30461	-99747	47,035.00
US BANK - PETRODATA	CL 30462	-99746	20,720.00
US BANK - PETRODATA	CL 30463	-99745	9,457.50
			77,212.50

CITY OF HARDIN

Check Report

12/5/2023

Vendor	Claim #	Check	Amount
ROSS MILLER	CL 30434	39798	42.68
FIRST INTERSTATE BANK	CL 30437	39799	2,532.81
VALLEY FEDERAL CREDIT UNION	CL 30464	39800	26,500.00
VALLEY TREE SERVICE, LLC	CL 30467	39801	1,500.00
VALLEY TREE SERVICE, LLC	CL 30468	39802	5,700.00
* CASH	CL 30475	39803	108.43
ANIMAL CARE CENTER	CL 30476	39804	2,551.62
BIG SKY FIRE EQUIPMENT	CL 30472	39805	54.83
BIG SKY LAWN CARE & PLOWING	CL 30477	39806	262.50
BIG SKY LINEN & UNIFORM INC	CL 30452	39807	113.35
CenturyLink	CL 30451	39808	1,506.63
CITY WATER DEPT	CL 30445	39809	436.39
CREATIVE MONOGRAMS	CL 30469	39810	60.00
DENNING, DOWNEY & ASSOCIATES CPAs	CL 30470	39811	133.00
DIS TECHNOLOGIES	CL 30453	39812	59.95
EMMELINE BROWN	CL 30439	39813	8.02
ENERGY LABORATORIES INC	CL 30454	39814	2,014.00
H & E EQUIPMENT SERVICES, INC	CL 30448	39815	1,245.18
HANSER'S WRECKER COMPANY INC	CL 30446	39816	200.00
HOTSY WY-MONT	CL 30449	39817	261.00
IBS, INC.	CL 30425	39818	371.25
JEREMIAH T DEPUTEE	CL 30465	39819	150.00
JOEN WHITE	CL 30438	39820	15.17
JONATHAN & DIANE MCDONALD	CL 30444	39821	34.19
JORDAN W KNUDSEN	CL 30447	39822	8,000.00
JOSH VANDERSLOOT	CL 30440	39823	150.00
KARA DORLAND	CL 30441	39824	97.20
KNIFE RIVER INC	CL 30473	39825	1,210.30
KOIS BROTHERS EQUIPMENT CO.	CL 30474	39826	748.54
LUMBERZACS INC	CL 30455	39827	65.49
LYNN'S SUPERFOODS	CL 30456	39828	36.68
MARIA FRIESEN	CL 30466	39829	150.00
MATOVICH OIL CO.	CL 30450	39830	10,493.59
MONTANA DAKOTA UTILITIES	CL 30435	39831	1,475.72
MOUNTAIN ALARM	CL 30436	39832	464.50
NEWMAN SIGNS INC	CL 30457	39833	296.29
NORTHERN CHIROPRACTIC PC	CL 30426	39834	130.00
NORTHWEST PIPE FITTINGS	CL 30458	39835	514.68
NORTHWEST SCIENTIFIC, INC.	CL 30431	39836	95.31
PAUL M GEORGE JR	CL 30471	39837	60.00
PINE RIDGE FABRICATION LLC	CL 30427	39838	429.00

CITY OF HARDIN

Check Report

12/5/2023

Vendor	Claim #	Check	Amount
Railroad Management Company III, LLC	CL 30429	39839	1,167.68
RDO EQUIPMENT	CL 30428	39840	2,259.96
SHANNON BRADLEY	CL 30442	39841	37.20
STAHLY ENGINEERING & ASSOCIATES INC	CL 30432	39842	378.00
STAHLY ENGINEERING & ASSOCIATES INC	CL 30433	39842	5,074.25
TONI CHANEY	CL 30443	39843	123.60
TONI R SYMONDS	CL 30423	39844	15.00
TORGERSON'S	CL 30459	39845	2,057.00
TOWN & COUNTRY SUPPLY ASSN	CL 30460	39846	918.48
USA BlueBook	CL 30430	39847	1,866.56
FIRST INTERSTATE BANK (MASTERCARD)	CL 30478	-99744	2,302.87
US BANK - PETRODATA	CL 30463	-99745	9,457.50
US BANK - PETRODATA	CL 30462	-99746	20,720.00
US BANK - PETRODATA	CL 30461	-99747	47,035.00
CENTURYLINK	CL 30424	-99748	220.38
			163,911.78

INTERLOCAL AGREEMENT REGARDING FARM TO MARKET ROUTES IN HARDIN, MONTANA

This Interlocal Agreement (hereinafter "Agreement") dated this ____ day of _____, 2023 and made effective the same day, is made and entered into pursuant to the Montana Interlocal Cooperation Act, Mont. Code Ann. § 7-11-101 (2021) 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, the City and the County entered into an Interlocal Agreement on June 3, 1986, which obligated the County to maintain certain roads within the city limits of Hardin, Montana identified as farm-to-market routes.

WHEREAS, the City and the County both agree that the 1986 Interlocal Agreement, which obligated County to maintain nine different streets identified as farm-to-market routes in the City, is outdated and needs replaced in part because portions of the farm-to-market routes are now State Secondary Highway 313, which is maintained by the State of Montana.

NOW THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed that the 1986 Interlocal Agreement is terminated, and the parties enter into this Agreement for the maintenance of farm-to-market routes as follows:

1. Duration

The term of this Agreement shall be three (3) years commencing on the effective date hereof.

2. No Separate Legal Entity

Interlocal Agreement Regarding Farm to Market Routes in Hardin, Montana

This Agreement does not create any separate legal entity.

3. Purpose of this Agreement

The purpose of this Agreement is to update the identification of farm-to-market routes in the City, and to re-establish the obligations of the City and the County in the maintenance of those roads previously identified as farm-to-market routes.

4. Financing and Budgeting.

The City is responsible for maintenance, and cost thereof, for the following routes, and the County shall no longer be responsible for the maintenance of these routes previously identified as farm-to-market routes.

1. Crawford Avenue from 11th Street to 13th Street, that portion that is not part of State Secondary Highway 313.
2. Custer Avenue from 13th Street, north until said road turns east.
3. 13th Street from Crawford Avenue, east to the East Section line of Section 23 (now known as North Lessard Avenue), but only after the County repairs this portion of road by milling the surface and packing to the satisfaction of the City. The milling and packing of this route are a one-time obligation, and the County will be excused from future maintenance of this route thereafter.
4. County Road No. 154 (otherwise as Peritsa Creek Road) between State Secondary Highway 313 (otherwise known as Mitchell Avenue) and Maverick Road.
5. Railway Street between Highway 313 (Mitchell Avenue) and Center Avenue.

The County has milled and packed the surface of Railway Street from Center Avenue to Mitchell Avenue. The parties agree that the City has reimbursed the County for the cost of the polymer solution used in the milling and packing process, and the City has no other obligations to the County related to milling and packing of Railway. The milling and packing of this route are a one-time occurrence, and the County will not be required to mill and pack this route in the future, unless the parties agree otherwise.

The County is responsible for maintenance and cost thereof for the following routes, and the City shall not be responsible for the maintenance of these routes previously identified as farm-to-market routes:

1. County Road No. 155 (otherwise known as Van Zandt), west of State Secondary Highway 313 (otherwise known as Mitchell Avenue).
2. County Road No. 216 (otherwise known as Sawyers Loop), south of the railroad tracks.
3. County Road No. 154 (otherwise as Peritsa Creek Road,) west of Maverick Road.

For purposes of this Agreement, maintenance includes plowing snow, sanding, graveling, blading surfaces, asphaltting, milling, repairing potholes, and otherwise maintaining the surface of the route in a condition satisfactory for everyday use. The County is not responsible for other road related services such as signage, encroachment enforcement, tree trimming, or other services not directly related to the surface of the routes identified above.

The City shall maintain storm water culvert crossings on all of the routes identified above located in the city limits of the City. The County shall maintain the storm water culvert installed by the County on Sawyer's Loop.

For services rendered by County, no separate budget other than the normal budget for County is needed and County will establish and maintain that budget.

For services rendered by City, no separate budget other than the normal budget for City is needed and City will establish and maintain that budget.

5. Termination

a. This Agreement may be terminated upon the occurrence of:

1. Mutual agreement of the parties by written notice by one party and confirmation by the other party, in writing.

2. The expiration of the three (3) year term.

6. Administrator

The parties each shall be responsible for the administration of their obligations under this Agreement.

7. Disposal of Property

Upon termination all property, real or personal, used in the repair and maintenance of the routes shall be the property of the City. Any personal property, such as equipment, purchased or used for maintenance or repair shall be the property of the party that purchased said property.

8. Responsible Party for Retirement Reporting and Contributions

Each party shall be responsible for reports and payment of retirement contributions pursuant to Mont. Code Ann. § 19-2-506 (2021) for persons employed by the respective party.

9. Employment of certain positions

It is not anticipated that there will be employment of a teacher or specialist under Mont. Code Ann. § 20-4-201 (2021), a superintendent under § 20-4-401, or a professional person licensed under Title 37 and Montana Code Annotated.

11. No Attorney's Fees or Costs

Except as provided in Clause 19, in the event of any action or mediation to enforce rights under this Agreement, each party shall pay its own costs and expenses, including reasonable attorney's fees, incurred in connection with such action or mediation.

12. No Third Party Beneficiary

This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the parties.

13. No Assignment

The parties may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

15. Amendment

This Agreement may be amended, only in writing, signed by the Parties.

16. Notices

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

County: Big Horn County Commissioners
P.O. Box 908
Hardin, Montana 59034

City: City Hardin
406 North Cheyenne
Hardin, MT 59034

Service by mail shall be complete on deposit in any United States Post Office with the postage prepaid.

17. Binding Agreement.

- a. Each party has the authority to enter into this Agreement.
- b. The execution, delivery and performance of this Agreement has been duly and validly authorized.
- c. This Agreement has been duly executed and delivered.
- d. This Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

18. Equal Parties

The County and the City acknowledge and agree that the parties are experienced and competent and have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the party who drafted this Agreement.

19. Indemnification

The City and the County shall hold harmless, defend, and indemnify claims as follows:

- a. All demands, claims, suits, and actions arising or alleged to arise directly or indirectly out of or as a result of the City's performance or failure to perform duties pursuant to this Agreement shall be the City's sole obligation, and the City will defend, indemnify and hold harmless the County and its officials, employees, and agents,

including but not limited to costs of defense, for any actions arising out from the willful or negligent acts of the City.

b. All demands, claims, suits, and actions arising or alleged to arise directly or indirectly out of or as a result of the County's performance or failure to perform duties pursuant to this agreement shall be the County's sole obligation, and the County will defend, indemnify and hold harmless the City and its officials, deputies, employees, and agents, including but not limited to costs of defense, for any actions arising out of the willful or negligent acts of the County.

20. Insurance

The City and the County shall carry insurance policies as is customary, and required by law.

21. Recitals

The Parties acknowledge and agree that the Recitals set forth at the beginning of this Agreement are true and to the extent that any speak to any agreement by the Parties that such agreement is made as if set forth in full in this portion of this Agreement.

22. Laws

The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the

Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

Big Horn County by its Board of Commissioners

George Real Bird III, Presiding Officer

Larry Vandersloot, Member

Lawrence C. Big Hair, Member

ATTEST:

City of Hardin

Joseph Purcell, Mayor

ATTEST:

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 the Northern Cheyenne Development Corporation, whose mailing address is PO Box 966, Lame Deer, Montana, 59043 (hereinafter "Corporation").

WHEREAS, the City owns and operates a landfill; and

WHEREAS, The Corporation has a need and desire to utilize the City's landfill for the household waste and garbage that is generated on the Northern Cheyenne Reservation; and

WHEREAS, it is in the best interests of both the City and the Corporation that the household waste and garbage from the Northern Cheyenne Reservation be accepted by the City at its landfill 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 Corporation agree as follows:

I. TERM

This Agreement shall be binding upon the parties when it is signed by both entities and shall continue for a term of one year commencing January 1, 2024 and terminating at midnight on December 31, 2024.

II. PAYMENTS

The Corporation agrees to pay the City at the rate of \$45.05 per ton, up to 2,500 tons per year, based upon a calendar year from January 1st to December 31st. The Corporation agrees to pay the City at the rate of \$113.30 per ton for any amount exceeding 2,500 tons per calendar year. The parties agree that the garbage and waste received shall be weighed by the City at the landfill site.

All tires, refrigerators, and air conditioner units shall be charged at the City's current rates in addition to the above-listed tonnage charges, in accordance with the rates in City of Hardin Resolution No. 2348, which is attached to this agreement. Corporation agrees to abide by the City's requests to have any fill dirt tested for contaminants, pursuant to City policy, at Corporation's cost.

The payments due under this agreement shall be paid within 30 days of the date of the City's bill.

III. DEPOSIT

The City shall continue to hold the deposit of \$4,700.00 that was previously paid to the City as a deposit. The deposit shall be held by the City to guarantee timely payments and any amount of the deposit that is not used at the termination of this agreement shall be refunded to the Corporation within 30 days of the effective date of

the termination unless the parties enter into a new or similar agreement. The City shall have the right to use all or any part of the deposit to pay any bill that is past due.

IV. SERVICES

The City shall permit the Corporation to dump household waste and garbage at its City landfill during normal business hours of the City landfill. The City reserves the right to refuse any solid waste that violates the City's solid waste permits, or if the Corporation has not made timely payments and has not maintained the deposit amount of Section III, above.

V. TERMINATION

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

- a. Mutual agreement of the parties; or
- b. The Corporation's failure to make timely payments as set forth in this agreement provided that, in the event of non-payment, the Corporation Office Manager and/or Solid Waste Director shall be provided written notice of non-payment and the opportunity to cure within 30 days of the date of the notice before the City may terminate this agreement.

Notice shall be mailed by U.S. Mail, first class, to:

Brenda Limpy, Office Manager
Northern Cheyenne Solid Waste
PO Box 1200
Lame Deer, Montana 59043

VI. 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 (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 submit their issue to binding arbitration. The arbitrator will be selected in the same manner as the mediator. The decision of the arbitrator shall be final and each party agrees to be bound by the arbitrator's decision. The arbitrator's fee shall be shared equally by the parties.

VII. 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.

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 to thereafter enforce such provision.

There shall be no separate legal entity created as a result of this Agreement.

This Agreement will not result in the acquisition of property requiring disposal upon termination of this Agreement.

City of Hardin

Northern Cheyenne Development Corporation

Joe Purcell, Mayor

Northern Cheyenne Development Corp.

Dated this ____ day of _____, 2023

Dated this ____ day of _____, 2023

ATTEST BY: City Clerk

ATTEST BY: _____