

City of Hardin

406 North Cheyenne
Hardin MT 59034
(406) 665-9292

Committee Meeting AGENDA

December 18, 2018
Council Chambers

PUBLIC COMMENT:

- **Streets & Alleys**

7:00 p.m.

- Snow – streets and sidewalks

- Priority snow route
- Middle of road vs side
- Depth of snow
- Snow lots

- Extension Office

- Loading and unloading

Meeting adjourned at _____ P.M

AGENDA

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

December 18, 2018

**MEETING CALLED TO ORDER AT 7:30 P.M.
PLEDGE OF ALLEGIANCE**

ROLL CALL: Mayor: _____

Alderpersons: Karen Molina _____

Harry Kautzman _____

Clayton Greer _____

Jeremy Krebs _____

Tony Maxwell _____

Riley Ramsey _____

CONSENT AGENDA:

Council Meeting 12/04

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:

- MMIA Newsletter
- SEMTUPP – Tobacco Use Program Newsletter

UNFINISHED BUSINESS:

- Landfill agreement with Big Horn County

NEW BUSINESS:

- Beartooth RC&D – Memorandum of Understanding (MOU)
- State of Montana – MOU/data storage
- Truck Purchase
- Snow – streets and sidewalks / priority snow routes / middle of road vs side / depth of snow / snow lots
- Delivery at Extension Office

STAFF REPORTS

- **Public Works:**
- **Finance:** Montana Withholding Allowance – MW-4
- **Legal:**
- **Economic Development:**

RESOLUTIONS & ORDINANCES:

Resolution NO. 2185 – Construction of Sidewalks at First Baptist Church

Resolution NO. 2186 – Approving Applications for License to Serve Beer, Beer and Wine, or Liquor

ANNOUNCEMENTS:

A Coal Board meeting is scheduled for December 20th at 8:30 a.m. at the Double Tree in Billings, MT.

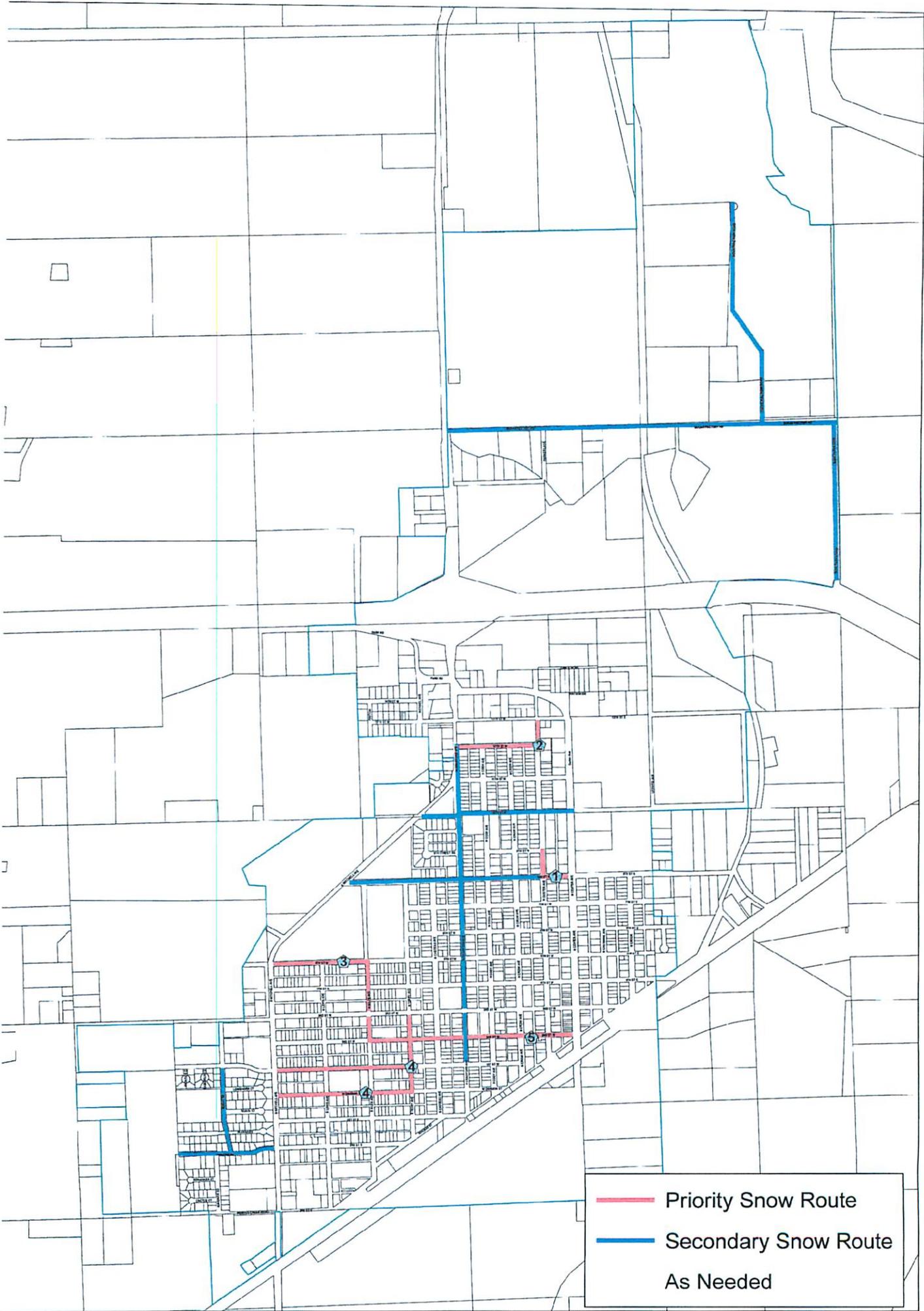
The City of Hardin will close at 12:00 p.m. on Christmas Eve, Monday, December 24th.

City offices will be closed Tuesday, January 1st for New Years Day.

The Regular Council Meeting of Tuesday, January 1, 2019 has been rescheduled to Wednesday, January 2nd, 2018.

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.*



- Priority Snow Route
- Secondary Snow Route
- As Needed

**NOTICE IS HEREBY GIVEN BY
THE CITY OF HARDIN**

REGARDING SNOW and/or ICE REMOVAL

Refer to title 9 Chapter 4 of the City Code.

Business districts are to remove all snow and ice from their sidewalk by 11am or within 4 business hours after snow or ice deposit; whichever period is shorter. Others shall have all snow and ice removed within 24 hours. No person shall deposit any accumulation of snow on a fire hydrant, sidewalk, roadway, curb or gutter. Should any person fail to clear away or treat any sidewalk as required by this ordinance, the **City of Hardin may have the sidewalk cleared at the owner's expense plus a civil penalty of \$50 or 20% of such costs; whichever is greater.** For the complete ordinance contact City Hall at 665-9292 or www.hardinmt.com

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

COUNCIL MEETING: The Regular Council Meeting for December 4, 2018 was called to order at 7:30 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 and Public Hearing minutes as written for November 20, 2018 and Committee minutes as written for November 27, 2018. Motion seconded by Kautzman. On a voice vote the motion was unanimously approved.

Greer made a motion to approve the claims:

	CLAIM No.	Monthly Total
November, 2018	23872 - 23914	
	23938 - 23940	\$ 36,425.23
December, 2018	23915 - 23937	\$ 3,058.00
TOTAL Submitted		\$ 39,483.23

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

PUBLIC COMMENT:

Cory Kenney and Mike Martinsen asked what was going on at the power plant.

Rodney Molina asked what progress had been made at 3rd Street and Cheyenne Avenue. He noted that the business owner parks vehicles on his business side of the road and feels that he is blocking his business. He would like to see something done before snow comes and it becomes more of a hazard to the public.

MAYOR:

Mayor Purcell reported there is a company that wants to put in a server farm on property that would be leased from the power plant. The company has contacted the City, but there is not a lot of information at this time. Martinsen added that if the Power Plant were to be purchased that he would to see the City not back down on taxes owed by the Power Plant.

COMMITTEE REPORTS:

Personnel Policy/City Policy:

Mayor Purcell reported the City has positions open for a Water Distribution Operator in Training I and a Maintenance Worker I at the Landfill.

Sewer & Water:

Maxwell reported the City crew finished work on the two holding cells at the Waste Water Treatment Plant. A bid is expected to be received for repairs on the river intake.

Law Enforcement:

Ramsey reported the committee discussed two options to propose to the County. They will be discussed under Unfinished Business.

Streets & Alleys:

Parks & Playgrounds:

Krebs reported repairs are being made to benches and concrete tables in the parks.

Finance/Landfill:

Greer reported the committee agreed the funds from the sale of the Bomag could be used for supplies and equipment instead of a building.

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

UNFINISHED BUSINESS:

Mayor Purcell reported the application from Autumn Ellsworth to bring a trailer into the City was previously declined by Council until repairs were completed and it was brought back for review. The repairs have not been made. The request was tabled.

Ramsey reported the committee discussed two options to propose to the County. The first is a 3% increase the first year with an increase of 1% in the second and third years. The second is a 3% increase the first year with an increase of 1% the second year and an increase of 2% the third year. Krebs suggested to wait until the new County Commissioner and new Sheriff take office in January. Martinsen asked about a one year contract. Kautzman responded the City wants to have a three year contract. Kenney voiced it needs to be known the City actually pays around \$750,000 with the public safety levy included. Krebs motioned to table the discussion. Ramsey seconded. On a voice vote the motion was approved. (5/0) Molina abstained.

The proposed Landfill Agreement with Big Horn County is in the review process. The proposal was tabled.

Mayor Purcell reported Two Rivers Authority (TRA) requested funding. Kautzman motioned to deny the request. Molina seconded. On a voice vote the motion was unanimously approved.

NEW BUSINESS:

Mayor Purcell reappointed Cyndy Maxwell for a two year term with the City County Planning Board.

Beartooth RC&D will attend the next meeting.

Dyckman provided a review of Impaired Assets and Assets. She asked for permission to write off the impaired assets. Kautzman motioned to approve the request. Krebs seconded. On a voice vote the motion was unanimously approved.

STAFF REPORTS:

Public Works:

Massine reported the Christmas lights and banners have been put up. He will be meeting with Barry Damschen for updates at the landfill, the garbage truck is fixed, and the City is working to repair the parking lot at the old fire hall. The roof at City Hall has been replaced and the rain gutters are ordered. The City has finished building the dikes at the settling basin at the Waste Water Treatment Plant.

Finance:

Dyckman reported the new copier is expected to be delivered tomorrow.

Legal:

Knudsen reported a law suit against the City was dismissed by the judge.

Krebs asked if Knudsen had heard anything since he sent the letter to the business owner at 3rd Street and Cheyenne Avenue. Knudsen reported he has not been contacted, but he has seen activity related to the letter. Carole Fox asked how he could have junk in his yard.

Economic Development:

RESOLUTIONS & ORDINANCES:

Resolution NO. 2184: To Refund Assessment for Street Maintenance. Greer motioned to approve the Resolution. Ramsey seconded. On a voice vote the motion was unanimously approved.

ANNOUNCEMENTS:

Mayor Purcell reported the regular scheduled meeting of Tuesday, January 1, 2019 has been rescheduled to Wednesday, January 2, 2019.

Kautzman motioned to adjourn the meeting. The motion was unanimously approved. The meeting adjourned at 8:23 p.m.

Joe Purcell, Mayor

ATTEST:

Michelle Dyckman, Finance Officer/City Clerk

City of Hardin

Submitted for Approval

December 18, 2018

	CLAIM No.		Monthly Total
November, 2018	23941-23955 23960, 23962, 23964	\$	38,922.37
December, 2018	23956 - 23959 23961, 23963 23965 - 23971	\$	314,364.67
Claims Total (Expenditures)		\$	353,287.04
November, 2018 Payroll		\$	167,885.32
TOTAL Submitted		\$	521,172.36

Claims or Expenditures over \$5,000

per Resolution #2064

Vendor	Check #	Purpose	Amount
US BANK - SPA LOCKBOX	33477	Sewer Bond payment	9,795.00
WHARTON ASPHALT LLC	33469	Terry Avenue (retainage)	13,779.01
PINE RIDGE ROOFING LLC	33476	City Hall roof	14,950.00
US BANK - SPA LOCKBOX	33478	Sewer Bond payment	21,120.00
US BANK - SPA LOCKBOX	33479	Landfill Bond payment	46,928.75
US BANK - SPA LOCKBOX	33475	Sewer Bond payment	67,087.50
EXEMPT from Resolution 2064:			
NORTHWESTERN ENERGY	33466	electricity	16,360.93
US BANK NATIONAL ASSOC	33483	Transfer - TIFD revenue	152,020.86

Claims Report
For the Accounting Period: November, 2018

Vendor	Claim #	Check	Amount
THE ORIGINAL BRIEFS	CL 23941	33461	102.20
JAMES E SEYKORA	CL 23942	33458	10.39
STERLING CODIFIERS, INC.	CL 23943	33460	500.00
USA BlueBook	CL 23944	33462	205.50
UTILITIES UNDERGROUND LOC. CTR.	CL 23945	33463	26.69
BILL'S AUTO PARTS	CL 23946	33456	752.84
BIG HORN COUNTY NEWS	CL 23947	33455	546.40
CITY OF HARDIN	CL 23948	33465	1,842.71
VERIZON WIRELESS	CL 23949	33464	605.71
ST Vincent Occupational Healthcare	CL 23950	33459	30.00
CARLA COLSTAD	CL 23951	33457	15.00
ALLISON FRENCH	CL 23952	33454	15.00
NORTHWESTERN ENERGY	CL 23953	33466	16,360.93
MUNICIPAL CAPITAL MARKETS GROUP INC	CL 23954	-99915	750.00
BIG HORN HOSPITAL ASSOCIATION	CL 23955	33467	25.00
PINE RIDGE ROOFING LLC	CL 23960	33472	1,800.00
BIG HORN COUNTY TREASURER	CL 23962	33474	384.00
PINE RIDGE ROOFING LLC	CL 23964	33476	14,950.00
			38,922.37

For the Accounting Period: December, 2018

Vendor	Claim #	Check	Amount
DIS TECHNOLOGIES	CL 23956	33468	912.95
WHARTON ASPHALT LLC	CL 23957	33469	13,779.01
NORTHWEST SCIENTIFIC, INC.	CL 23958	33470	195.11
PAT WHITMER	CL 23959	33471	24.00
MT DEPARTMENT OF ADMINISTRATION	CL 23961	33473	1,700.00
US BANK - SPA LOCKBOX	CL 23963	33475	67,087.50
US BANK - SPA LOCKBOX	CL 23965	33477	9,795.00
US BANK - SPA LOCKBOX	CL 23966	33478	21,120.00
US BANK - SPA LOCKBOX	CL 23967	33479	46,928.75
JIAN HAO CAI	CL 23968	33480	583.50
GREG AND BECKY PEKOVICH	CL 23969	33481	78.81
MONTANA DEPARTMENT OF REVENUE	CL 23970	33482	139.18
US BANK NATIONAL ASSOC	CL 23971	33483	152,020.86
			314,364.67

Check Report
 For the Accounting Period: December, 2018

Vendor	Claim #	Check	Amount
MUNICIPAL CAPITAL MARKETS GROUP INC	CL 23954	-99915	750.00
ALLISON FRENCH	CL 23952	33454	15.00
BIG HORN COUNTY NEWS	CL 23947	33455	546.40
BILL'S AUTO PARTS	CL 23946	33456	752.84
CARLA COLSTAD	CL 23951	33457	15.00
JAMES E SEYKORA	CL 23942	33458	10.39
ST Vincent Occupational Healthcare	CL 23950	33459	30.00
STERLING CODIFIERS, INC.	CL 23943	33460	500.00
THE ORIGINAL BRIEFS	CL 23941	33461	102.20
USA BlueBook	CL 23944	33462	205.50
UTILITIES UNDERGROUND LOC. CTR.	CL 23945	33463	26.69
VERIZON WIRELESS	CL 23949	33464	605.71
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			353,287.04

SOUTHEASTERN MONTANA TOBACCO USE PREVENTION PROGRAM

Provided by CDC's CENTER FOR STATE, TRIBAL, LOCAL, AND TERRITORIAL SUPPORT

Did You Know?

November 30, 2018

CDC is actively [investigating](#) an increase in the number of people, mostly children, with [acute flaccid myelitis](#) (AFM), a rare but serious condition that causes sudden arm or leg weakness.

CDC has recently updated the [interim AFM clinical management considerations](#) based on input from experts.



To help the AFM investigation, [healthcare providers](#) should [send information](#) about suspected cases to their state or local health department, regardless of any laboratory or MRI results.

<https://www.cdc.gov/acute-flaccid-myelitis/afm-surveillance.html>

In This Issue:

DID YOU KNOW?

CDC Investigating children with acute flaccid myelitis (AFM)

Free mammograms and pap screening through OneHealth in Miles City

Health in the 406: Focus on Adoption and Practicing Food Safety this Holiday Season

Smoking bans might help nonsmokers blood pressure

Children Safety Network:

Blog: Stopping the "Invisible Killer" - Carbon Monoxide Poisoning

#TobaccoFree

*My most important job
is to take care of myself
so I can take care of those
who need me.*

Give yourself a gift.

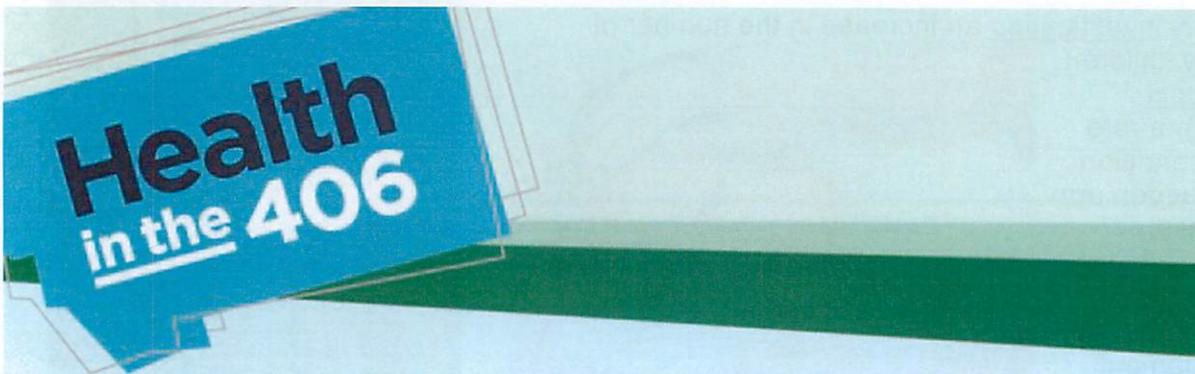
oneHealth
Something to feel good about

MONTANA
CANCER CONTROL
PROGRAMS
Please call
406-874-8705

Free Mammogram & Pap Screening
Because we know your family needs you!

PublicHealth
IN THE 406

Free screening to eligible women. Guidance available for those exceeding income guidelines.



Health in the 406: Focus on adoption

Each year many children are removed from their families because of abuse, neglect, and other adverse circumstances. Some of these [Montana children](#) will not be able to return to their families and adoptive families need to be located for the children.

[AdoptUSKids](#) educates families about foster care and adoption. They maintain the nation's only federally funded photo listing service that connects waiting children with families.

[Financial assistance](#) is available for adoption-associated cost.

NEXT IN HEALTH IN THE 406 ...

Health in the 406: Practicing food safety this holiday season

[1 in 6 Montanans](#) become ill with a foodborne illness every year; to protect yourself and those around you, practice the [four steps of food safety: Clean, Separate, Cook, and Chill](#).

[Rinse your vegetables and fruits](#) before eating, and make sure to wash your hands before, during, and after cooking.

If you are sick with vomiting or diarrhea, [avoid cooking food for others and stay home until two days after symptoms have stopped](#).



Smoking Bans Might Help Nonsmokers' Blood Pressure

WEDNESDAY, Nov. 21, 2018 (HealthDay News) -- [Smoking](#) bans in public places might protect more than the [lungs](#) of nonsmokers, with new research suggesting a beneficial effect on [blood pressure](#).

"We found that nonsmoking adults in the study who lived in areas with smoke-free laws in [restaurants](#), bars or workplaces had lower systolic [top number] blood pressure by the end of the follow-up period compared to those who lived in areas without smoke-free laws," said lead author Stephanie Mayne. She is a research scientist at the Center for Pediatric Clinical Effectiveness at Children's Hospital of Philadelphia. The study included more than 2,600 adults in four U.S. cities -- Birmingham, Chicago, Minneapolis and Oakland -- who were followed between 1995 and 2011.

Mayne conducted the study, which was published online Nov. 21 in the *Journal of the American Heart Association*, while a postdoctoral fellow at Northwestern University's School of Medicine in Chicago. "Smoke-free laws were associated with reduced systolic blood pressure, but surprisingly not with reductions in diastolic [bottom number] blood pressure or [high blood pressure](#)," Mayne said in a journal news release.

"It's not entirely certain why this was the case, but it's possible that we are detecting effects on systolic blood pressure that are below the threshold for [hypertension](#) [[high blood pressure](#)]," Mayne said.

Higher systolic blood pressure increases the risk of [heart disease](#) even when it is below the level that is considered [hypertension](#), so the reductions in systolic blood pressure seen in this study suggest that [smoking](#) bans could have significant heart-related public health benefits, she explained.

"Also, when we looked at differences in blood pressure over time within individuals, comparing years when they lived in an area with a smoke-free law to years when they didn't, systolic blood pressure was lower on average when they lived in an area with smoke-free laws," Mayne said.

-- Robert Preidt

<https://www.medicinenet.com/script/main/art.asp?articlekey=216788>

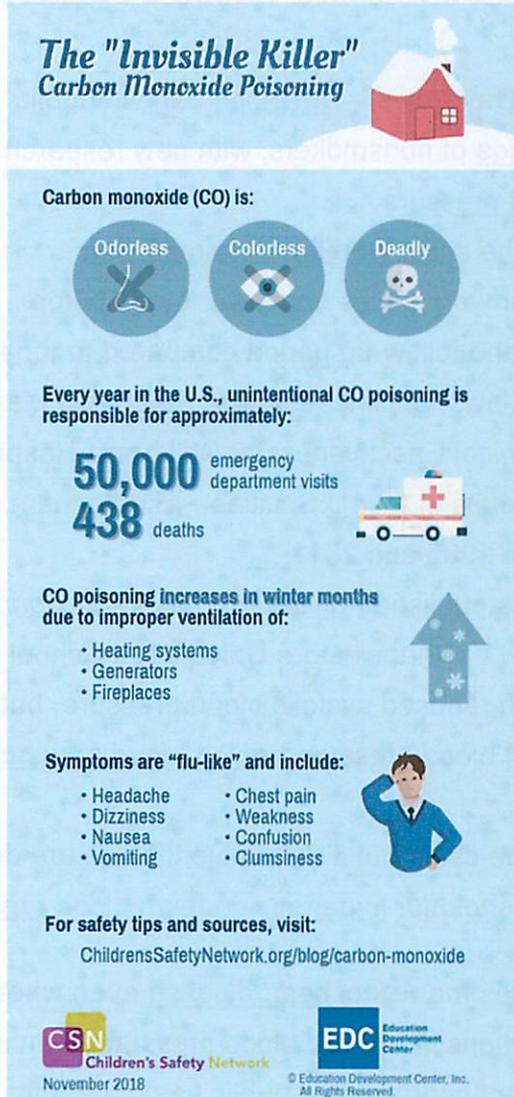


Blog: Stopping the "Invisible Killer" - Carbon Monoxide Poisoning

November 29, 2018

Cold weather easily brings to mind hot chocolate, roaring fires, and snowmen, but the winter months also bring an increase in carbon monoxide poisonings.

Carbon monoxide is a deadly, odorless, tasteless, and colorless gas often referred to as the "invisible killer." It is released whenever we burn fuels such as gasoline, wood, natural gas, and oil. This gas can build up when heating systems, gas appliances and vehicles, and generators are used or ventilated improperly. Every year in the United States, carbon monoxide poisoning is responsible for more than 430 deaths and approximately 50,000 emergency department (ED) visits.



The "Invisible Killer"
Carbon Monoxide Poisoning

Carbon monoxide (CO) is:

- Odorless
- Colorless
- Deadly

Every year in the U.S., unintentional CO poisoning is responsible for approximately:

50,000 emergency department visits
438 deaths

CO poisoning **increases in winter months** due to improper ventilation of:

- Heating systems
- Generators
- Fireplaces

Symptoms are "flu-like" and include:

- Headache
- Dizziness
- Nausea
- Vomiting
- Chest pain
- Weakness
- Confusion
- Clumsiness

For safety tips and sources, visit:
ChildrensSafetyNetwork.org/blog/carbon-monoxide

CSN Children's Safety Network
November 2018

EDC Education Development Center
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MONTANA TOBACCO

QUIT LINE
1-800-QUIT-NOW
1-800-784-8669

Contact Us:

QuitLine: 1-800-784-8669

Debra French RN

tcph@rangeweb.net

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Jane Lamb

Tobacco Prevention Specialist

janem@rangeweb.net

(406) 351-2139

Tori Jonas

Tobacco Prevention

Youth Advocate

(406) 351-9143

Visit us on the web at
www.treasurecountyhealth.com

Southeastern Montana
Tobacco Use Prevention Program
P.O. Box 201
Hysham, MT 59038

Healthy People. Healthy Communities.

MONTANA
DPHHS

Department of Public Health & Human Services

AGREEMENT FOR SERVICES

This Agreement is made and entered into between the City of Hardin, Montana, a political subdivision of the State of Montana, whose mailing address is 406 North Cheyenne Avenue, Hardin, Montana, 59034 (hereinafter "City") and the Big Horn County, a political subdivision of the State of Montana, whose mailing address is P.O. Box 908, Hardin, Montana, 59034 (hereinafter "County").

WHEREAS, the City owns and operates a landfill; and

WHEREAS, The County has a need and desire to utilize the City's landfill for the household waste and garbage that is generated from residents of Big Horn County who do not reside within the City Limits of Hardin, and who do not benefit from City Solid Waste services; and

WHEREAS, it is in the best interests of both the City and the County that the household waste and garbage from the residents of Big Horn County, located outside of the City Limits of the City be accepted by the City at its landfill in accordance with the provisions set forth in this agreement.

WHEREAS, the City recently updated the landfill rates by approving Resolution No. 2179;

WHEREAS, the County has traditionally paid a portion of landfill use by Big Horn County Residents, but no formal agreement has been reduced to writing.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained in this Agreement, the City and County 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 July 1, 2018 and terminating at midnight on June 30, 2019. Parties agree that if this agreement is executed after the beginning of the term, it has a retroactive effect to the start of the term.

II. PAYMENTS

County agrees to pay City for Household Solid Waste as defined in Clause IV hereof delivered to the City landfill by County residents, who do not reside in the City:

- 1) at the rate of \$42.50 per ton of Household Solid Waste which shall be weighed by the City at the landfill site; and
- 2) minimum fees and additional fees that may be charged in accordance with Resolution No. 2179, attached to this Agreement;

up to a total of \$15,000 per year, based upon a fiscal year from July 1st to June 30th. The County and City agree that any charges beyond the \$15,000 shall be paid by the non-city resident at the rates set in Resolution 2179. It is further agreed that City will make the determination if the materials being delivered to the City landfill qualify for payment by the County.

The payments due under this agreement shall be paid within 30 days of the date of receipt of the City's bill. Each bill shall be itemized to show the charges broken down in the categories set forth in this clause and shall include the amount of tonnage.

III. DEPOSIT

The parties agree that no deposit is needed for this Agreement.

IV. SERVICES

City shall permit County residents, who do not reside within the City Limits of Hardin, to dump Household Solid Waste at its City landfill during normal business hours of the City landfill. City reserves the right to refuse any Household Solid Waste that violates City's solid waste permits, or if County has not made timely payments on monthly invoices. City reserves the right to refuse any Household Solid Waste from County residents, who do not reside within the City Limits of City, and who do not pay solid waste fees after the \$15,000 cap has been reached.

For purposes of this Agreement, Household Solid Waste is comprised of, but not limited to the following: Garbage such as empty bottles / cans, clothing, disposables, food packaging / scraps/food scraps/other putrescible waste, newspapers, magazines, metal, plastics, yard trimmings that originate from a home. It may contain household hazardous waste, i.e. empty pesticides, herbicides, fungicides, cleaning chemicals / similar chemical containers, in small quantities, such as would be generated by one household.

The parties agree that County is not responsible for landfill fees for construction or demolition solid waste, or any waste generated by any multi-residential units, any non-residential establishments including but not limited to business, commercial, institutional establishments, or special waste such as tires, vehicle batteries, demolition waste, agricultural waste, refrigerators, freezers, air conditioners, white goods (water heaters/washers/dryers, etc.), asbestos waste, liquid or regulated hazardous waste and such waste shall be paid for by the individual County resident, as outlined in Resolution No. 2179. Additionally County is not responsible for costs or fees if City requests to

have any fill dirt tested for contaminants, pursuant to City policy, the cost of such testing shall be by the individual County resident.

It is understood that City will make the determination if the waste and garbage being delivered to the City landfill qualifies as Household Solid Waste that is eligible for payment by the County.

V. 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) The County's failure to make timely payments as set forth in this Agreement provided that, in the event of non-payment, the County 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.

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.

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.

If any part of this Agreement is found to be unenforceable or struck down by any court, then all other part shall survive and be binding upon parties.

In accordance with the Montana Interlocal Cooperation Act, specifically without limitation Montana Code Annotated § 7-11-105, the following are declared and shall apply to this Agreement:

- 1) The duration of this Agreement is set forth in Clause I hereof;
- 2) There is no separate legal entity created by this Agreement;
- 3) The purpose of this Agreement is set forth in Clause IV hereof;
- 4) The manner of financing the joint or cooperative undertaking and establishing and maintaining a budget for the undertaking is set forth in Clauses II and IV hereof and any budgeting required to make the payment shall be handled by County and any budgeting to provide the services and receive payment shall be handled by the City;
- 5) The permissible method or methods to be employed in accomplishing the partial or complete termination of this Agreement are set forth in Clause V hereof;
- 6) There shall be no administrator or joint board responsible for administering the joint cooperative undertaking;
- 7) It is agreed that each party shall retain any property which it acquires to fulfill the terms of this Agreement;
- 8) Each party will be responsible for reports and payment of retirement system contributions pursuant to Montana Code Annotated §19-2-506 for that party's employees;
- 9) There shall be no sharing of the employment of a teacher or specialist under Montana Code Annotated § 20-4-401 or a professional person licensed under Montana Code Title 37;
- 10) 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; and

- 11) City shall carry a public liability insurance policy having limits of not less than One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) naming County as an additional insured and providing that should City default in any manner under said insurance policy that County be notified by the insurer prior to cancelation of said insurance policy. City shall, at the time of the execution of this Agreement, provide County a Certificate of Insurance indicating that it meets the requirements herein as set forth above.
- 12) City and County agree that County shall not be responsible for any losses incurred by City due to the nature of the materials it accepts for disposal at the City landfill.
- 13) County shall not be liable for any loss, injury, death, or damage to persons or property which, at any time this Agreement or any renewals or extensions thereof are in effect, may be suffered or sustained by City; or by any person whomsoever may at any time be using, occupying, or visiting the City landfill; or be in on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way resulting from, or arising out of, any act, omission, or negligence of any person, occupant, visitor, or user of any portion of the City landfill; or shall result from, or be caused by any other matter or thing whether the same kind as, or of a different kind than, the matters or thing above set forth. City shall indemnify County against all claims, liability, loss, or damage whatsoever, including reasonable attorney's fees on account of any such loss, injury, death, or damage. City's duties under this clause shall survive the expiration or termination of this Agreement.
- 14) Any notice hereunder may be served personally or by certified mail. If served by mail notice shall be directed to the County at Big Horn County Commissioners P.O. Box 908, Hardin, MT 59034 and to City at 406 North Cheyenne Ave. Hardin, MT 59034, or to such other address as County or City may designate by notice appropriately delivered to the other. Service by mail shall be complete on deposit in any United States Post Office.
- 15) This Agreement is personal to each of the Parties. Neither Party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other Party hereto, which will not be unreasonably withheld.

City of Hardin

Big Horn County

Joe Purcell, Mayor

Chad Fenner, Chair

Dated this ___ day of _____, 2018

Dated this ___ day of _____, 2018

ATTEST BY: City Clerk

ATTEST BY: _____

DRAFT - 12/13/2018

A
MEMORANDUM OF UNDERSTANDING
Between
City of Hardin
And the
Beartooth Resource Conservation and Development Area, Inc.

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 201__, by and between the **Beartooth Resource Conservation and Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana, 59041, hereinafter referred to as "**Beartooth RC&D**" and **the City of Hardin, Montana**, whose address is 406 North Cheyenne Avenue, Hardin, Montana, hereinafter referred to as "**City**".

WHEREAS, the Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and As a District, the Beartooth RC&D. has been awarded funding to carry out the Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

WHEREAS, each entity participating in the District will designate a representative and an alternate to the regional Beartooth RC&D Board. This individual will convey the needs and economic development goals of the community to the Beartooth RC&D board meetings. Regular board meetings will be held every two months to assess project status and evaluate regional economic development needs.

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

ARTICLE 1: SCOPE OF WORK:

Beartooth RC&D employs an Economic Development Director to assist in the completion of the Comprehensive Economic Development Strategy for the five county region. The Director's time will be allocated consistent with the goals in the CEDS by the Beartooth RC&D board of directors. The board is composed of one representative and an alternate from business partners, county, and local elected officials and local economic development partners from our five county region. Input from this board is essential for meeting the needs of the communities in our region.

Priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA, therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation, economic diversification and increased tax base. Matching funds are from participating entities and emphasis will be placed on their specified projects.

Annual Evaluation:

The performance of the Economic Development District will be evaluated annually by local entities participating on the regional Beartooth RC&D Board. Progress and/or accomplishments on each program/project will be reported and evaluated to ensure resources are being utilized in the most effective and efficient manner possible. Annual Comprehensive Economic Development Strategy updates and an annual plan of work will be developed with input from the Beartooth RC&D staff and board. Annual reports on projects and economic development activities will be provided to the board and participating entities along with the renewal of the Memorandum of Understanding.

ARTICLE 2: PERIOD OF PERFORMANCE:

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2019**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

ARTICLE 3: PAYMENT:

The City's total annual contribution will be one thousand five hundred ninety-six and 13/100 dollars (\$1,596.13) which includes a "Membership" fee of seven hundred fifty dollars (\$750.00) plus a per capita assessment of .19 cents per person. These funds will provide the necessary match to obtain the \$70,000 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator.

Annually, the Beartooth RC&D /EDD staff will provide a comprehensive report of the previous year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for the matching funds after January 1, 2019, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.

ARTICLE 4: EXAMINATION OF RC&D RECORDS:

The City or its representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D directly relating to costs when such costs are the basis of compensation hereunder.

ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the City for the City's use whether the project for which they are made is executed or

not. Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D's endeavors.

ARTICLE 6: WARRANTY:

Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

ARTICLE 7: SAFETY:

Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:

Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the City and obtained or developed by Beartooth RC&D in connection with the work under this memorandum of understanding. Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

ARTICLE 9: APPLICABLE LAW:

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Montana Twenty-Second Judicial District Court, Big Horn County.

ARTICLE 10: COMPLIANCE WITH LAWS:

Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

ARTICLE 11: CHANGES:

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D agrees to perform such changed services.

ARTICLE 12: TERMINATION:

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the City shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to the City all materials, surveys, reports, data, and other information performed or prepared as of such date.

ARTICLE 13: INDEMNIFICATION:

Beartooth RC&D agrees to and does hereby indemnify and save the City, its officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;

2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property of any person or entity, including but not limited to property belonging to the Beartooth RC&D or the City, caused by a negligent act, omission, or failure of the Beartooth RC&D and

3. Any fines, penalties, or other amounts assessed against the City by reason of the Beartooth RC&D's failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D's performance of the services. However, this indemnity shall not extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the City's negligence or willful misconduct.

4. This Article 13 Indemnification shall survive the termination of this Agreement.

ARTICLE 14: INSURANCE:

Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the City should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth

RC&D employees' injury or death while engaged in the contract work, the Beartooth RC&D will indemnify and hold harmless the City for such costs which the City may be legally be required to pay to employees of the Beartooth RC&D.

2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.

3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

ARTICLE 15: NONDISCRIMINATION:

Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

ARTICLE 16: INDEPENDENT CONTRACTOR:

Beartooth RC&D and the City agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D, nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded City employees by virtue of the services provided under this Memorandum of Understanding. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the City be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 17: ASSIGNMENT:

Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the City.

ARTICLE 18: NON-WAIVER:

Waiver by the City of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

ARTICLE 19: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

CITY : City of Hardin
 406 N Cheyenne
 Hardin, MT 59034

RC&D: Beartooth RC&D Area, Inc.
 P.O. Box 180
 Joliet, MT 59041

ARTICLE 20: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the City and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the City and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

CITY OF HARDIN

BEARTOOTH RC&D AREA INC. /EDD

Joseph Purcell, Mayor

William Foisy, Chairman

ATTEST: _____

Date: _____



Date/Time: 12/5/2018 9:29:06 AM

Buyer: Randy
Home Phone: (406) 665-9260
Address: 406 N Cheyenne
Hardin, MT 59034

Salesperson: Eric Smart

2018 Chevrolet Silverado 1500 LT13208



VIN
Odometer: 2
Color: Summit White
Body Type: Truck

MSRP/Retail	\$48,075.00
Selling Price	\$44,800.00
Rebate	\$9,200.00
Total Savings + Rebate	\$12,475.00
Proc/Doc Fee	\$399.00
Total Payment	\$35,999.00

X _____
Customer Signature Date

X _____
Manager Signature Date

13144 ✓

2018 SILVERADO 1500 Z71 4WD LT CREW /V8G
GAZ SUMMIT WHITE
HOU JET BLACK
ORDER NO. WFNRM/TRF STOCK NO.
VIN

GENERAL MOTORS LLC
RENAISSANCE CENTER
DETROIT MI 48243-1114
VEHICLE INVOICE
*****3759*****

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
CK15543 SILVERADO 1500 Z71 4WD LT	45200.00	42262.00	INVOICE 08/15/18
CTD MOVABLE UPPER TIE DOWNS (4)	60.00	54.60	SHIPPED 08/15/18
C5Z 7,200 LB GVW RATING	N/C	N/C	EXP I/T 09/07/18
GU6 REAR AXLE 3.42 RATIO	N/C	N/C	INT COM 09/07/18
JL1 TRAILER BRAKE CONTROLLER	275.00	250.25	PRC EFF 08/15/18
K05 ENGINE BLOCK HEATER	100.00	91.00	KEYS V4620 V4620
L83 ENGINE, 5.3L V8 ECOTEC3	1195.00	1087.45	WFP-S QTR OPT-1
MYC TRANSMISSION, 6 SPD AUTOMATIC	N/C	N/C	BANK: ALLY - 021
NE1 50-STATE EMISSIONS	N/C	N/C	CHG-TO 10-397
PDU ALL STAR EDITION	1285.00	1169.35	
* PWR SEAT ADJUSTER, DRIVER			SHIP WT: 5357
* AIR CONDITIONING,			HP: 45.4
DUAL ZONE CLIMATE CONTROL			GVWR: 7200
* STEERING COLUMN,			GAWR.FT: 3950
TILT & TELESCOPING			GAWR.RR: 3950
* REMOTE VEHICLE START			EMPLOY: 44367.06
* REAR WINDOW DEFROSTER			SUPPLR: 46140.90
* POWER OUTLET, 110-VOLT AC			NTR: 1/2
UF2 LED LIGHTING, CARGO BOX	125.00	113.75	EMPINC: 2614.24
1SZ ALL STAR EDITION PACKAGE	750.00-	682.50-	SUPINC: 840.40
DISCOUNT			

TOTAL MODEL & OPTIONS	47490.00	44345.90	ACT 237	44416.20
DESTINATION CHARGE	1495.00	1495.00	H/B 261	1424.70
DEALER IMR CONTRIBUTION		474.90	ADV 261	474.90
LMA GROUP CONTRIBUTION		474.90	EXP 65A	474.90

TOTAL 48985.00 46790.70 PAY 310 46790.70

MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESALE FINANCE CREDIT 44688.00

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

THIS MOTOR VEHICLE IS SUBJECT TO A SECURITY INTEREST HELD BY ALLY.

HARDIN CHEVROLET

ALLY 021
\$ 46790.70 INV
DUE 09/07/18 DEALER 10-397

46790
7750
39040

INTERNET PRICE
\$ 37,617 IF FINANCED

\$ 39,117 IF PAYING CASH
Thank You!



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

F-150 **2018 F150 4X4 CREW**
3.5L V6 ECOBOOST
ELEC 10-SPEED AUTO W/TOW MODE

Exterior
 OXFORD WHITE
Interior
 MEDIUM EARTH GRAYCLOTH
 40/CONSOLE/40

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . EASY FUEL CAPLESS FILLER
- . HALOGEN HEADLAMPS (ON/OFF)
- . PICKUP BOX TIE DOWN HOOKS
- . WIPERS- INTERMITTENT

INTERIOR

- SEAT CONTROL, SINGLE ZONE
- . ILLUMINATED ENTRY
- . POWERPOINTS

FUNCTIONAL

- . AUTO START STOP TECH
- . DYNAMIC HITCH ASSIST
- . ELECTRIC-ASSIST PARK BRAKE
- . FAIL-SAFE COOLING SYSTEM
- . HILL START ASSIST
- . OUTBOARD MNTD REAR SHOCKS
- . REAR VIEW CAMERA

SAFETY/SECURITY

- . AIRBAGS - FRONT SEAT
- . AIRBAGS - SAFETY CANOPY
- . CTR HIGH MOUNT STOP LAMP
- . SOS POST CRASH ALERT SYS
- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 ROADSIDE ASSIST

- . DAYTIME RUNNING LIGHTS
- . FULLY BOXED STEEL FRAME
- . HEADLAMPS - AUTOLAMP
- . LOCKING REMOVABLE TAILGATE
- . TRAILER SWAY CONTROL
- . 60/40 FOLD-UP REAR BENCH
- . A/C W/MANUAL CLIMATE
- . DUAL SUNVISORS
- . OUTSIDE TEMP DISPLAY
- . TILT/TELESCOPE STR COLUMN
- . 4-WHEEL DISC BRAKES W/ABS
- . CURVE CONTROL
- . ELECT 4X4 SHIFT-ON-FLY
- . FADE-TO-OFF INTERIOR LIGHT
- . GAS-CHARGED SHOCKS
- . MANUAL FOLD MIRRORS
- . PWR RACK AND PINION STEER
- . SELECTSHIFT TRANSMISSION
- . ADVANCETRAC WITH RSC
- MOUNTED SIDE IMPACT SIDE CURTAIN
- . SECURILOCK PASS ANTI THEFT
- . TIRE PRESSURE MONITOR SYS

WARRANTY

- . 5YR/60,000 POWERTRAIN

Price Information
STANDARD VEHICLE **MSRP**
PRICE **\$39,685**

Included on this Vehicle
 EQUIPMENT GROUP 100A
 XL SERIES

Optional Equipment

2018 MODEL YEAR	
OXFORD WHITE	
DARK GRAY CLOTH	
40CONSOLE40	
.17" SILVER STEEL WHEELS	600
3.5L V6 ECOBOOST	
ELEC 10-SPEED AUTO W/TOW MODE	
LT245/70R17E BSW ALL-TERRAIN	295
3.55 ELECTRONIC LOCK RR AXLE	470
LT TIRE CAPABILITY PACKAGE	
7050# GVWR PACKAGE	
JOB #2 ORDER	
FLEET ADVERTISING CREDIT	
BLACK PLATFORM RUNNING BOARDS	250
SKID PLATES	160
CRUISE CONTROL	225
SYNC	420
TRAILER TOW PACKAGE	595
MIRROR MAN TEL/FLD W/PWR GLASS	395
REAR-WINDOW DEFROSTER	220
AM/FM SINGLE CD	290
LED SIDE-MIRROR SPOTLIGHTS	175
FOG LAMPS	140
36GAL EXTENDED RANGE FUEL TANK	445
INTEGRATED TRAILER BRAKE CONT	275
XL POWER EQUIPMENT GROUP	1,170
CLOTH 40/CONSOLE/40	295
PRIVACY GLASS	100

TOTAL VEHICLE & OPTIONS 46,205
 DESTINATION & DELIVERY 1,295

TOTAL BEFORE DISCOUNTS 47,500
 XL BASE DISCT PEG & TT -500
TOTAL SAVINGS **-500**

TOTAL MSRP **\$47,000**

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

CITY MPG
17

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's

38,251
 - 3000 Fleet Incentive

 35,251

RESOLUTION NO. 2185

A RESOLUTION OF THE CITY OF HARDIN, MONTANA ORDERING THE INSTALLMENT, CONSTRUCTION, RECONSTRUCTION OR REPLACEMENT OF CURBS, GUTTERS, SIDEWALKS, DRIVE APPROACHES, AND APPURTENANT FACILITIES AT 524 NORTH CUSTER AVENUE, HARDIN, MONTANA.

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") has determined that the sidewalks at 524 North Custer Avenue, Hardin, Montana are in need of repair; and

WHEREAS, pursuant to Mont. Code Ann. § 7-14-4109 (2017), the City Council may order the construction of sidewalks, curbs, gutter in front of any lot or parcel of land, and may order alley approaches constructed or replaced adjacent to any lot or parcel of land, without the formation of a special improvement; and

WHEREAS, the Council has been contacted by the landowner of the property located at 524 North Custer Avenue, Hardin, Montana, the First Baptist Church, who has requested permission to replace the sidewalk located at 524 North Custer Avenue, Hardin, Montana; and

WHEREAS, the safety and convenience of the public requires installation, construction, reconstruction, repair and/or replacement of curbs, gutters, sidewalks, drive and or alley approaches, and/or appurtenant features or combinations thereof;

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

1. A new sidewalk shall be installed for 135 feet long the north boundary at 524 North Custer Avenue, Hardin, Montana also described as: HARDIN FIRST ADD, Section 23, Township 01 S, Range 33 E, BLOCK 4, Lot 1 – 2, M.P.M.
2. The owner of Lots 1-2 of Block 4 is the First Baptist Church.
3. The owner shall be required to pay their respective costs of the improvements identified herein.
4. The estimated costs of the proposed improvements, including the cost of construction, incidental expenses, engineering fees, legal and administrative fees, and bond issuance costs, exclusive of interest charges, is four thousand seven-hundred twenty-five dollars (\$4,725.00).
5. The assessments for all improvements and costs herein shall be paid in not more than twelve (12) annual installments, plus interest at the rate of four percent (4%) per annum, provided however, that payment of one-half (1/2) of

each annual installment, plus interest may be deferred to May 31, of the year following the assessment.

6. Notice of passage of this Resolution shall be mailed to the affected property owner and said owner shall have thirty (30) days from the date of said Notice in which to install the ordered improvements at his/her own cost and expense. In the event that the owner does not take said action within said thirty (30) day period, the City will install the improvements and will assess the costs thereof against the real property.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this _____ day of December, 2018.

YEA VOTES _____

NAY VOTES _____

CITY OF HARDIN

BY: _____
Mayor

ATTEST: _____
City Clerk

WAIVER OF NOTICE

Pursuant to Hardin City Resolution No. 2185, the First Baptist Church hereby waives the right to receive notice of passage of City of Hardin Resolution No. 2185 by mail.

First Baptist Church, as landowner of property located in the city limits of Hardin, known as 524 North Custer Avenue, Hardin, Montana also described as: HARDIN FIRST ADD, Section 23, Township 01 S, Range 33 E, BLOCK 4, Lot 1 – 2, M.P.M., which is the subject of Hardin City Resolution No. 2185, is entitled to notice by mail of the passage of the resolution within thirty (30) days, pursuant to Mont. Code Ann. § 7-14-4109 (2017).

First Baptist Church is aware of the work planned for the sidewalk located at the above described real property, and is in agreement with said work.

First Baptist Church agrees and consents to the City of Hardin ordering the installation of the improvements, and the assessment of the costs thereof against the real property owned by First Baptist Church.

Dated this _____ day of _____, 201____

Signature

Printed Name and Title

Witness

RESOLUTION NO. 2186

RESOLUTION OF THE CITY OF HARDIN, MONTANA APPROVING APPLICATIONS FOR LICENSE TO SERVE BEER, BEER AND WINE, OR LIQUOR

WHEREAS, the City of Hardin, Montana (the "City") has the authority to issue licenses for the sale of Beer, Beer and Wine, or Liquor within the City Limits;

WHEREAS, the City is in receipt of applications from numerous businesses for an annual license to sell Beer, Beer and Wine, and/or Liquor within the City Limits of the City for the 2019 calendar year, along with an application fee;

WHEREAS, the applicants have provided proof of a State of Montana license to sell beer for on or off premises consumption at their respective locations;

WHEREAS, the applicants have provided proof of a State of Montana license to sell beer and table wine for on or off premises consumption at their respective locations;

WHEREAS, the applicants have provided proof of a State of Montana license to sell liquor for on or off premises consumption at their respective locations;

WHEREAS, the City has investigated the applicants and has determined that the applicants meet the requirements of City Code of City of Hardin Section 5-5-1 et seq. and/or Section 5-6-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED by the City Council (the "Council") of the City as follows:

- A. The Council finds that the following applicants are proper and suitable persons and should be permitted to carry on such business:
 1. Pizza Hut, 219 14th St. W.
 2. B&H Corp/Jackrabbit Red's, 315 13th St. W.
 3. Lucky Lil's Casino of Hardin, 1012 N. Crawford Ave.
 4. Town Pump of Hardin, Inc., 1012 N. Crawford Ave.
 5. Four Aces Bar and Lounge, 10 3rd St. W.
 6. Love's Travel Stops & Country Stores, Inc., 1270 N. Highway 47.
 7. Good 2 Go Gaming, LLC, 1261 N. Highway 47.
 8. Good 2 Go Stores, LLC, 1261 N. Highway 47.
- B. The applicants are granted licenses to serve beer, beer and wine, and/or liquor, as requested in their applications within the city limits for calendar year 2019.
- C. It is further resolved that if additional complete applications are received before noon December 31, 2018, the City shall fully investigate each

application and grant the licenses if it is determined that each application is sufficient and each applicant is qualified to receive said license.

D. Applications received after noon on December 31, 2018, shall be presented to the City Council for approval at the next regular meeting of the City Council in January of 2019.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this _____ day of December, 2018.

YEA VOTES _____

NAY VOTES _____

CITY OF HARDIN

BY: _____
Mayor

ATTEST: _____
City Clerk