

MAYOR  
Riley Ramsey

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.

## **Committee & Council Meeting** **of Tuesday, April 7, 2026**

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

### **Topics:**

#### **City of Hardin**

**Law Enforcement Committee Meeting – 04/07/2026 5:30 p.m.**

**Council Meeting – 04/07/2026 6:30 p.m.**

Start Time: 5:30 p.m. Mountain Time

The meeting will open at 5:15 p.m.

If you will be logging into the Council meeting by:

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

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

#### Join Zoom Meeting

<https://us02web.zoom.us/j/9897104479?omn=88222211362>

Meeting ID: 989 710 4479

One tap mobile

[+17193594580,9897104479#](tel:+171935945809897104479) US

[+12532050468,9897104479#](tel:+125320504689897104479) 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

**Meetings are Audio Recorded ONLY**  
**Montana Legislature House Bill 890**



406 North Cheyenne  
Hardin MT 59034  
(406) 665-9260

**Committee Meeting  
AGENDA**

**April 7, 2026**

Council Chambers  
401 N. Cheyenne  
and by virtual meeting

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**PUBLIC COMMENT:**

- **Law Enforcement Committee Meetings** **5:30 p.m.**
  - Animal Control
  
  - Alcohol Sales

*Meeting adjourned at \_\_\_\_\_ P.M.*

**Meetings are Audio Recorded Only  
Montana Legislature House Bill 890**

**AGENDA**

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

**April 7, 2026**

**AUDIO RECORDING BEGINS**

**MEETING CALLED TO ORDER AT 6:30 P.M.**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Mayor: \_\_\_\_\_

Alderspersons: Steven Hopes \_\_\_\_\_ Clayton Greer \_\_\_\_\_ Chris Sharpe \_\_\_\_\_  
George Toyne \_\_\_\_\_ Jeremy Krebs \_\_\_\_\_ Antonio Espinoza \_\_\_\_\_

**CONSENT AGENDA:**

Law Enforcement 02/17/2026 Special Council Meeting 03/12/2026  
Council Meeting 03/17/2026 Closed Meeting 03/17/2026 **Claims**

**PUBLIC COMMENT (agenda items only):**

**MAYOR:**

**COMMITTEE REPORTS:**

- **Personnel Committee/City Policy:** Mayor
- **Sewer & Water:** Hopes
- **Streets & Alleys:** Hopes
- **Law Enforcement:** Toyne   ○ Animal Control   ○ Alcohol Sales
- **Parks & Playgrounds:** Krebs
- **Finance/Landfill:** Greer
- **Resolutions and Ordinances:** Sharpe
- **Economic Development:** Toyne

**SPECIAL COMMITTEES:**

**PETITIONS & COMMUNICATIONS:**

**UNFINISHED BUSINESS:**

- Big Horn Hospital Outstanding Balance of Detainees - \$50,451.17

**NEW BUSINESS:**

- WTP Butterfly valve - \$ 6,737.85 plus freight
- Towing Agreements – Rotation System
- Take Him With You Event requests – Park use, porta potties and road closure
- Landfill Agreement – Suspension of Services
- Northcon, Inc. Pay App #9 - \$ 927,804.19
- Western Municipal Construction, Inc. – Lodge Grass Pay App #7-2 \$ 604,288.87
- Police Department Wage Matrix
- Special Olympics Torch Run Hardin Police Department
- Letter of Credit – LHSB

**STAFF REPORTS**

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

**RESOLUTIONS & ORDINANCES:**

Resolution NO. 2431 – Establish Wages for Hardin City Police Department Employees  
Ordinance NO. 2026-01 – Amending City Code Reflecting Legislative Changes to Accessory Dwelling Units and Mobile Homes

**PUBLIC COMMENT:**

**ANNOUNCEMENTS:**

Sump Pump Reminder: April through September

Weed Mowing Bids: Due Wednesday, April 8, 2026 by 2:00 p.m.

Hardin Community Blood Drive: Thursday, April 9<sup>th</sup> – 12:45 p.m. to 5:45 p.m. at First Alliance Church

Letters of Interest to serve on the Police Commission are due April 16, 2026

Request for Proposals: Employee Group Benefits Coverage are due by 3:00 p.m. Friday, April 24, 2026

Local Government Review Study Commission Meetings: 3<sup>rd</sup> Wednesday of each month, TBD Council Chambers

City of Hardin Job Openings: Full-time position: Police Chief.

**Meeting adjourned at \_\_\_\_\_ P.M.**

**AUDIO RECORDING ENDS**

*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.*

# City of Hardin

## Law Enforcement Committee Meeting

February 17, 2026

The Law Enforcement Committee meeting began at 6:00 p.m. In attendance were Committee members Antonio Espinoza, Chris Sharpe, and Clayton Greer. Council members George Toyne, Jeremy Krebs, Steven Hopes, and Mayor Riley Ramsey were also present. City Staff members present were Finance Officer/City Clerk Andrew Lehr, Public Works Director Michael Hurff, Economic Development Director Tina Toyne, Attorney Jordan Knudsen, and Police Chief Paul George Jr., and several members of the public.

The discussion was in regards to Dogs and Cats and Dispatch.

The discussion began with revisiting the donation the City of Hardin provided to H.E.P. (Help Every Pet) Club for spaying and neutering of animals found within the City limits. Toyne voiced the problem is having a location for animals to go while in the possession of the City. In the past, the City had an agreement with Animal Care Center, which held two kennels that were paid for by the City. Currently, there are dog kennels near the treatment plant at the river and cat cages in a City shed, for animals in City possession. Discussion regarding the number of days an animal is held by the City of Hardin took place. Knudsen verified there is no legal guidance on the number of days an animal needs to be in possession, prior to euthanizing, but there is guidance on the administration of drugs. It is the City policy that animals not claimed within 5 days become property of the City of Hardin. At that point they can be euthanized or taken to a shelter. Discussion regarding the cost of feeding a dog or cat for 5 days occurred. The policy of 5 days in possession remained.

Mayor Ramsey explained that animals who have been licensed by the City should have tags identifying that animal. Police Chief Paul George Jr. verified the Police Department does have a chip reader and reads each animal that is taken into possession. The Police Department receives calls when there is a missing or found animal. If an animal with a tag is found, Angela can typically identify the owner based on the tag, without a tag, she can typically identify owners based on description. Chief verified that any animal who has been in possession for 5 days has not been claimed. Toyne discussed the need to have kennels that are safe from the elements and functional throughout the year and affordable for the City.

### Public Comment:

Janelle Weinberg, owner of Lil Paws Pet Parlor and Bed-N-Biscuit, shared her observations in owning a kennel for 30+ years. If a structure is built, it must have concrete floors and not be on the ground, as that is the only way to properly disinfect. If an animal with Parvo is placed in the kennels, nothing will kill the Parvo and if a cat has Distemper, you cannot disinfect and kill that. Each dog should be in its own space. HEP has voiced concerns over this issue many times,

and have recently been asked to do Spay and Neuter clinics in Hardin. Typically, clinics are held in the summer as the animal can have the procedure and return home the same day. If there is a plan in place ahead of time, we can reserve spots during that clinic for City animals. Euthanasia is costly. The cheapest found is at \$100, as to humanely euthanize, you must sedate the animal. In addition, when you have a facility, you are not just checking on them once a day. It's not just providing food and water and expecting them to be fine.

Alderman discussion continued. Toyne shared that if an investment is made in a nice facility and kennels, we don't want to endanger it with sick animals. Janelle shared that the club recently received donated kennels from Stafford in the amount of \$3,500 for 5 kennels, it is the cleanest and best way to do it. The facility in Sheridan provided a disinfectant that works that Janelle uses in her own facility. It is suggested to utilize that disinfectant one time per week, but with potentially sick animals, Janelle recommends one time per day. HEP can get vaccines at wholesale prices, and can offer that to the City. Janelle shared HEP can handle the cats, but the other rescues in town would need to handle the dogs, either way, the City needs to be involved as HEP is taking on all costs at this time. Janelle shared that she believes there are animals being dumped in and around town from other communities. If a kennel or facility is decided on, Janelle stated she would be willing to help design it and believes it could be done for \$15,000.

Mayor Ramsey shared that a decision was not going to be made during the meeting, but bringing the correct people to the discussion will help push it forward.

The discussion shifted to the next agenda item, Dispatch.

Mayor Ramsey recommended moving to a centralized dispatch system. The current contract with the City expires April 9, 2026, but they want a decision by March 1<sup>st</sup>. The current vendor is not willing to do a six-month contract, only one year. In discussion with Commissioner Vandersloot, it appears there is an open position on the Committee Board or Advisory Committee for dispatch, but an agreement needs to be made. Discussion regarding the contract being brought to council now, versus months ago was addressed. Chief shared that the plan was always to return to a centralized dispatch with the County. That is why Chief has purchased new radios and the CAD system, to have the same reporting system. If county is dispatched to a call, the City is receiving that information. Therefore, the March 1<sup>st</sup> deadline should not be rushed into. There was discussion regarding what number is called when in the City limits. 911 versus 665-7900.

Hopes suggested a Committee Meeting with Big Horn County should be held to discuss dispatch. Knudsen addressed that the cost has not been agreed upon and the City cannot be removed from the Dispatch Board, unless we vote and agree to be removed. The proposed agreement is \$0 first year, can renegotiate but never go above what we are paying currently. If they don't terminate, or kick us off, \$55k per year. If we go back to the county for 3 years and they give us the boot, that is \$165k. Hopefully they don't do that. A contract that is sustainable over Councilmen and Commissioners would be ideal. Discussion regarding a public meeting with the City and County continued. Council discussed potential meeting days and times.

Public Comment:

Rod Watson asked if the meeting would be open to the public. Mayor Ramsey responded “Yes.”

Mayor Ramsey called for a Public Meeting to be held February 26, 2026 at the County.

The meeting adjourned at 7:01 p.m.

\_\_\_\_\_  
Antonio Espinoza, Law Enforcement Chairman

ATTEST:

\_\_\_\_\_  
Andrew Lehr, Finance Officer/City Clerk

DRAFT

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

**COUNCIL MEETING: The Special Council Meeting for March 12, 2026 was called to order at 6:00 p.m. with Mayor Riley Ramsey presiding by reciting the Pledge of Allegiance.**

The following Aldermen were present: Steven Hopes, George Toyne, Clayton Greer, Jeremy Krebs, Chris Sharpe, and Antonio Espinoza.

Also present: Finance Officer/City Clerk Andrew Lehr, Attorney Jordan Knudsen and Police Chief Paul George, Jr.

Also present physically and by virtual meeting: Commissioner Larry Vandersloot, Attorney Jeanne Torske, and several members of the public.

**PUBLIC COMMENT: N/A**

**UNFINISHED BUSINESS:**

Dispatch

Interlocal Agreement with Big Horn County

Mayor Ramsey reported he attended the Big Horn County Commissioners Meeting earlier in the day, in which changes to the agreement were made. Changes included changing the contract end date from 6/09/2029 to 6/09/2030 and correcting verbiage regarding “roads” versus “county roads.” Additionally, under “Damages” a change was made regarding unilateral termination of the contract. Toyne asked Commissioner Vandersloot why 2030 versus 2029, when the contract requires the contract to be reviewed every five years. Commissioner Vandersloot responded he prefers even years and the five-year review is to ensure the agreement is reviewed on a timely basis. Attorney Torske shared that Commissioners serve a six-year term, without a five-year review, you could theoretically have a commissioner in office who never has the opportunity to comment on the agreement. Espinoza asked if the contract was on an automatic renewal. Attorney Torske stated there is an automatic renewal clause written into the contract, but there is requirement it is to be reviewed by the parties every five-years. Mayor Ramsey confirmed the repeater will be in place and the contract would be in place prior to April 9<sup>th</sup>. Commissioner Vandersloot stated that Redtail is ready to go.

Motion by Espinoza to approve the Interlocal Agreement with Big Horn County as written. Motion seconded by Hopes.

Sharpe asked what other costs are included in this agreement. It was discussed that the School District and City of Hardin will each pay \$1,000 for the use of the land. The County is paying \$3,000.

On a voice vote, the motion was unanimously approved.

Redtail Communications Equipment and Installation Quote - \$28,356

Mayor Ramsey reported he reached out to another company, to obtain a second quote. There was not a response from the second company. Therefore, one quote has been provided to council. Discussion regarding who uses Redtail versus other providers in our area occurred. Mayor Ramsey stated that Redtail uses Motorola and can get the job done in the timeframe we are requesting. Krebs stated that effort to obtain a second quote occurred, and others have been happy with Redtail. Greer asked if the repeater will be used or new. Mayor Ramsey stated the repeater is a used repeater, but confirmed it’s a good repeater that will be sufficient for our needs. Toyne asked where the State Site discussions are currently. Police Chief Paul George Jr. shared that discussions are continuing regarding the State Site and there will be work required from the City, County, and State to make it happen. Mayor Ramsey reported there is a difference on the sub-total for the quote that was provided to the City. Programming of PD Radios for \$1,008 is the difference, however, a quote was necessary for the meeting, therefore Brian stated he would honor the \$28,356. Chief stated that he spoke with Brian and there is no need for Redtail to physically touch the PD Radios, it’s something that can be done remotely, therefore, there might be a price reduction associated to that cost in the quote. Toyne asked if the FCC charge is an estimated cost. It was determined that the FCC charge is variable.

Motion by Krebs to approve Redtail Communications Equipment and Installation Quote, not to exceed \$28,356. Motion was seconded by Hopes. On a voice vote, the motion was unanimously approved.

**911 iNet Dispatch Contract Decision**

Motion by Espinoza to terminate the 911 iNet Dispatch Contract. Motion seconded by Hopes. Krebs asked when 911 iNet service ends. It was discussed it will be active through April 9, 2026.

Attorney Knudsen asked if the motion is to terminate the current contract, or if the motion is to not renew.

Motion by Espinoza to withdraw the motion to terminate 911 iNet Dispatch Contract and motion to not renew the 911 iNet Contract. Motion seconded by Hopes. On a voice vote, the motion was unanimously approved.

Greer motioned to adjourn the meeting at 7:19 p.m. Hopes seconded. On a voice vote, the motion was unanimously approved.

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**Riley Ramsey, Mayor**

**ATTEST:**

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**Andrew Lehr, Finance Officer/City Clerk**

DRAFT

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

**COUNCIL MEETING: The Regular Council Meeting for March 3, 2026 was called to order at 6:30 p.m. with Mayor Riley Ramsey presiding by reciting the Pledge of Allegiance.**

The following Aldermen were present: Steven Hopes, George Toyne, Clayton Greer, Jeremy Krebs, Chris Sharpe, and Antonio Espinoza.

Also present: Finance Officer/City Clerk Andrew Lehr, Public Works Director Michael Hurff, Jr., Economic Development Director Tina Toyne, Deputy City Clerk Angela Zimmer, Attorney Jordan Knudsen and Police Chief Paul George, Jr. (6:39 p.m.)

Also present physically and by virtual meeting:

**MINUTES OF THE PREVIOUS MEETINGS & CLAIMS:** Hopes made the motion to approve the Council minutes as written for March 3, 2026. Motion seconded by Greer. On a voice vote the motion passed. (5/1) Sharpe abstained.

Greer made a motion to approve the claims for March 17, 2026.

	CLAIM No.	Monthly Total
January, 2026	33505, 33507-33511, 33513-33527, 33529-33542, 33544-33546, 33548-33550, 33553	\$ 108,554.23
March, 2026	33506, 33528, 33543, 33547, 33551-33552, 33554	<u>1,149,942.87</u>
<b>Claims Total (Expenditures)</b>		<b>\$ 1,258,497.10</b>
<b>February, 2026</b>		<b><u>250,638.56</u></b>
<b>TOTAL Submitted</b>		<b>\$ 1,059,135.56</b>

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

**PUBLIC COMMENT: N/A**

**MAYOR:**

Mayor Ramsey read correspondence he received from Mike Enright, Administration of the Hardin Generating Station Power Plant. The correspondence noted they are reducing their workforce at the facility and provided an overview of potential development opportunities.

**COMMITTEE REPORTS:**

**Personnel Policy/City Policy:**

**Sewer & Water:**

**Streets & Alleys:**

Hopes reported the City crew has been out chasing garbage cans from the winds; they also have been putting garbage cans together, cleaning smaller ditches, and cleaning water drains.

**Law Enforcement:**

**Parks & Playgrounds:**

Krebs reported the pavilion, in South Park, finally made it here; the crew finished it on the 11<sup>th</sup>. He added it turned out great and reviewed the cost noting the City got a good deal. Krebs reported the corn hole boards will be here soon.

**Finance/Landfill:**

**Resolutions & Ordinances:**

**Economic Development:**

Toyne reported the City Economic Development Director, Tina Toyne, provided letters of support for multiple projects, she attended a Coal Board Meeting in support of City projects they were applying for, and participated in virtual meetings that included Montana Main Street, Big Sky Passenger Rail Authority and a Passport Program Destinies demonstration. She completed a site walk through at the Depot that included a review of the window installations, she met with the County Economic Development director, and held a Remaining Rural Steering Committee to coordinate ongoing initiatives.

**SPECIAL COMMITTEES:**

Mayor Ramsey reported changes he wanted to make to the Law Enforcement Committee. He removed Espinoza; Toyne agreed to be Chairperson of the Committee. Ramsey asked Hopes if he would also be on the committee. Hopes agreed.

Krebs asked if another member could be added to the Parks and Playgrounds Committee. Greer voiced to add him to the committee.

**PETITIONS & COMMUNICATIONS:**

**UNFINISHED BUSINESS:** N/A

**NEW BUSINESS:**

Mayor Ramsey reported the City received a recommendation from the City-County Planning Board to approve updates to the City of Hardin Zoning Ordinance. (Police Chief Paul George, Jr. came into the meeting) Knudsen noted the majority is changing the phrase from manufactured home to mobile home to line up with recent changes from the legislature. There is a change to height restriction and the other significant change is related to accessory dwelling units “mini homes”. There was discussion about the changes. Greer motioned to approve. Hopes seconded. On a voice vote, the motion was unanimously approved. Knudsen reported he will draft a formal ordinance for the changes.

Mayor Ramsey asked Knudsen to discuss the Agreement for Legal Services. Knudsen reported he is running for County Attorney. He put a clause in the agreement that if he is elected, the agreement will terminate and the City will have to seek another City Attorney. He added the termination would encompass the law firm, Knudsen & Knudsen, PLLC. Greer motioned to approve. Krebs seconded. On a voice vote, the motion was unanimously approved.

Mayor Ramsey reported the City received a letter from the Hardin Volunteer Fire Department requesting a contribution in the amount of \$15,000. Lehr reported the HVFD is requesting their grant for the year. Krebs motioned to approve the contribution of \$15,000. Greer seconded. On a voice vote, the motion was unanimously approved.

Lehr reviewed the Event Notice – Continuing Disclosure for the Tax Increment Finance District (TIFD). Greer motioned to accept. Hopes seconded. On a voice vote, the motion was unanimously approved.

Lehr reviewed the Landfill Closure & Post-Closure Estimates provided by Barry Damschen Consulting, LLC. Krebs asked if the City is collecting the minimum coal ash payment every month. Lehr noted Rocky Mountain Power asked if the City could suspend billing; he referenced the contract and the amount they currently owe. There was further discussion about current taxes owed by the power plant. Greer motioned to approve the Landfill Closure & Post-Closure Estimates. Krebs seconded. On a voice vote, the motion was unanimously approved.

**STAFF REPORTS:**

**Public Works:**

Hurff reported the City received a letter from the company that supplies chemicals for the Water Treatment Plant; the cost increase will be around ten percent.

Kristi Wedel, Utility Billing Clerk, is working on a new map program, Diamond Maps. The program allows maps to be brought up out in the field on phones or ipads. He reviewed how the program works, the time it will save, and the low cost.

Hurff reported the curb stop reimbursement program is working great and he provided an update on the Waste Water Treatment Plant Project.

**Finance:**

Lehr reported last Thursday, he, Hurff, Tina Toyne, and Alexandria Edwards attended the Coal Board meeting in Billings, MT; the City was awarded \$200K for a dump truck. The grant application for the Visitor Information Center, in the amount of \$500K, was not awarded. The first debt payment to Rural Development Loan, for the Waste Water Treatment Plant Project, was made last month; the payment is \$6,024 every month for the next forty years. Lehr provided an update on the Lodge Grass Project; the contractor will be submitting a final pay application that will go before Council. The City received the last pay out of the City of Hardin Minimum Allocation Grant, for the water projects the City has been doing, in the amount of \$19K and the City received the third quarter Entitlement tax payment from the state.

**Police:**

Police Chief Paul George, Jr. reviewed calls for service. He reported Officer Joshua Garcia will be graduating from the academy next month and two officers will be going to the academy when Officer Garcia returns. The Easter Egg Hide is coming up; folks can sign up on the link on Facebook.

Hopes asked about the process for tagged vehicles. Chief Paul George, Jr. reviewed the process.

**Legal:**

**Economic Development:**

**RESOLUTIONS & ORDINANCES:**

**PUBLIC COMMENT:**

Cody Meeks reported he is here to talk about the zoning ordinances and changes. He noted he has been in the cannabis industry for over ten years and he is looking for the opportunity to open another dispensary in Hardin. He would like to see the zoning changed to allow them into commercially zoned areas.

Jose Funke, resident, asked Knudsen if the police policy book is ready for the public to be able to receive. Knudsen reported the City has a Hardin Police Department Policy Manual; Funke would have to submit a request and it will be gone through to decide which portions are public and which are not. Funke asked more questions about the Police Department; Knudsen and Police Chief Paul George, Jr. responded to the different questions.

Meeks noted he went to the City-County Planning Board meeting last week; he noted he believes the 312 dispensary itself is outside of the buffer zone. He requested for a hundred percent confirmation do they need to have one of the only two dispensary licenses. He wants to know how he can go about trying to get a third license into the City if they are taking that license. Mayor Ramsey addressed, with Meeks, a conversation they had on the phone.

Laurie Tschetter voiced her concerns about the recent incident on Rankin Drive; she noted there was a report it was on Arrowhead. The incident was not in Arrowhead. She added her sign is maintained on her side of the park; it is time people recognize it is split. Krebs asked Knudsen if it is in City ordinance that trailer courts have to have signage. Knudsen noted they have to have signs and a map. Mayor Ramsey noted code enforcement would have to send them a letter. Police Chief Paul George, Jr. noted the ordinance requires a lot from everybody; it is specific. There was further discussion about signage and news reporting about the incident on Rankin.

**ANNOUNCEMENTS:**

Mayor Ramsey announced the following employee anniversaries: Merle Johns, 9 years; Teresa King; 1 year; Ross Miller, 7 years; and Michael Stimpson; 28 years.

Mayor Ramsey reported Request for Proposals for Employee Group Benefits Coverage are due Tuesday, March 24, 2026 by 3:00 p.m.; Sump Pump Reminder from April through September; the Easter Egg Hunt is scheduled for Saturday, April 4, 2026 at 11:00 a.m. in Heimat Park; Alley Clean Up is scheduled for Monday April 6, 2026, please have items out early; Weed Mowing Bids are due Wednesday, April 8, 2026 by 2:00 p.m. Letters of Interest to serve on the Police Commission will be advertised next month; and the Local Government Review meetings are the 3<sup>rd</sup> Wednesday of each month.

The City of Hardin has the following Job Openings: Full-time position for Police Officers and Part-time position for Court Clerk I-III

The Council Meeting closed at 8:01 p.m. for a CLOSED SESSION – Personnel.  
The Closed Session began at 8:05 p.m.

Greer motioned to adjourn the meeting at 8:20 p.m. Sharpe seconded. On a voice vote, the motion was unanimously approved.

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**Riley Ramsey, Mayor**

**ATTEST:**

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**Andrew Lehr, Finance Officer/City Clerk**

DRAFT

# City of Hardin

Submitted for Approval

April 7, 2026

Month	CLAIM No.	Monthly Total
February, 2026	33557	\$ 7,029.36
March, 2026	33555, 33578-33579, 33581-33589, 33592-33593, 33595-33644	1,718,466.90
April, 2026	33558-33577, 33590-33591	2,475.12
<b>Claims Total (Expenditures)</b>		<b>\$ 1,725,496.26</b>
<b>March 2026</b>		<b>275,742.78</b>
<b>TOTAL Submitted</b>		<b>\$ 2,001,239.04</b>

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

Vendor	Purpose	Check #	Amount
EMB METAL BUILDINGS, LLC	Pavilion final payment	-99335	7,029.36
STAHLY ENGINEERING & ASSOCIATES INC	WW Upgrades Project Engineering	42581	44,747.17
K9 WORKING DOGS INTERNATIONAL, LLC	Police Dog payment	42536	6,000.00
FERGUSON WATERWORKS #1701	meters, valves, etc water distribution	42561	12,257.40
FIRST INTERSTATE BANK (MASTERCARD)	Credit card purchases	-99328	7,317.04
JORDAN W KNUDSEN	Legal services	42565	8,500.00
MATOVICH OIL CO.	Gas, diesel, oil, DEF, etc	42568	13,181.09
NORTHCON, INC	WW Upgrade Contractor Pay App #9	-99327	927,804.19
MONTANA DEPARTMENT OF REVENUE	CGR Tax to MT DOR for Northcon	-99332	9,371.76
Western Municipal Construction, Inc.	LG Sponsored Contractor Pay App #7-2	42587	604,288.87
MONTANA DEPARTMENT OF REVENUE	CGR Tax to MT DOR for Western Municip.	42571	6,103.93
<i>Approved Previously at February 3, 2026 Meeting</i>			
IMEG CONSULTANTS CORP	Wayfinding implementation plan	42564	6,392.50
<i>Approved Previously at March 17, 2026 Meeting</i>			
HARDIN VOLUNTEER FIREFIGHTERS	Budgeted contribution to Fire Department	42535	15,000.00
<i>Approved Previously at February 3, 2026 Meeting</i>			
TRAVELSTORYSGPS, LLC	Audio tour paid through MT 250 Grant	99334	9,062.50

**CITY OF HARDIN**  
Claims Report

**For the Accounting Period: February, 2026**

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<b>Vendor</b>	<b>Claim #</b>	<b>Check</b>	<b>Amount</b>
EMB METAL BUILDINGS, LLC	CL 33557	-99335	7,029.36

**CITY OF HARDIN**

Claims Report

**For the Accounting Period: March, 2026**

<b>Vendor</b>	<b>Claim #</b>	<b>Check</b>	<b>Amount</b>
DESTINATIONIQ	CL 33555	42558	3,083.00
BIG SKY FIRE EQUIPMENT	CL 33578	42548	1,268.50
BIG SKY MENTAL HEALTH SERVICES PLLC	CL 33579	42549	200.00
STAHLY ENGINEERING & ASSOCIATES INC	CL 33581	42581	44,747.17
STAHLY ENGINEERING & ASSOCIATES INC	CL 33582	42581	1,375.50
USA BlueBook	CL 33583	42584	4,084.56
RDO EQUIPMENT	CL 33584	42578	368.05
BILLINGS PETERBILT/JACKSON GROUP	CL 33585	42551	2,472.28
TRAVELSTORYSGPS, LLC	CL 33586	-99334	9,062.50
MUNICIPAL CAPITAL MARKETS GROUP INC	CL 33587	42575	2,400.00
HARDIN VOLUNTEER FIREFIGHTERS	CL 33588	42535	15,000.00
K9 WORKING DOGS INTERNATIONAL, LLC	CL 33589	42536	6,000.00
BALCO UNIFORM CO., INC.	CL 33592	42547	327.70
MONTANA SEPTIC	CL 33593	42573	1,062.50
CHURCHILL EQUIPMENT CO INC	CL 33595	42554	406.37
ENERGY LABORATORIES INC	CL 33596	42560	2,091.50
ECOLAB INC	CL 33597	42559	90.53
KOIS BROTHERS EQUIPMENT CO.	CL 33598	42566	75.66
CENTURYLINK	CL 33599	-99333	213.15
MOUNTAIN ALARM	CL 33600	42574	464.50
STAHLY ENGINEERING & ASSOCIATES INC	CL 33601	42581	1,022.50
TOWN & COUNTRY SUPPLY ASSN	CL 33602	42582	20.00
* CASH	CL 33603	42538	92.97
CenturyLink	CL 33604	42553	1,203.95
HAWKINS, INC	CL 33605	-99326	50.00
MONTANA DAKOTA UTILITIES	CL 33606	42570	2,482.64
PETERSON QUALITY OFFICE	CL 33607	42577	202.57
MERLE JOHNS	CL 33608	42540	169.95
CITY WATER DEPT	CL 33609	42555	561.97
LOCKWOOD PRECAST	CL 33610	42542	2,856.25
BALCO UNIFORM CO., INC.	CL 33611	42547	272.39
FERGUSON WATERWORKS #1701	CL 33612	42561	12,257.40
SHANNON ABRIL	CL 33613	42580	15.00
3 BROTHERS	CL 33614	42545	85.00
PAUL & RITA WAGENAAR	CL 33615	42576	119.36
HARDIN DO IT BEST	CL 33616	42563	150.79
MONTANA FIRST RESPONDER	CL 33617	42572	600.00
YOCHUM CONTRACTING INC	CL 33618	42589	3,000.00
FIRST INTERSTATE BANK (MASTERCARD)	CL 33619	-99329	578.15
FIRST INTERSTATE BANK (MASTERCARD)	CL 33620	-99328	7,317.04
BIG HORN CALVERY FELLOWSHIP	CL 33621	42543	111.25
BIG SKY LINEN & UNIFORM INC	CL 33622	-99331	187.20

**CITY OF HARDIN**

Claims Report

**For the Accounting Period: March, 2026**

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<b>Vendor</b>	<b>Claim #</b>	<b>Check</b>	<b>Amount</b>
CDW GOVERNMENT	CL 33623	42552	1,010.61
DORSEY & WHITNEY LLP	CL 33624	-99325	282.00
HARDIN BUILDING CENTER	CL 33625	42562	415.30
JORDAN W KNUDSEN	CL 33626	42565	8,500.00
MIKE'S QUICK LUBE & SERVICE LLC	CL 33627	42569	279.80
USA BlueBook	CL 33628	42584	97.37
LYNN'S SUPERFOODS	CL 33629	42567	151.93
CUSHING TERRELL	CL 33630	42557	3,147.74
SECURE WARRANT	CL 33631	42544	2,750.00
IMEG CONSULTANTS CORP	CL 33632	42564	6,392.50
REVIZE LLC	CL 33633	42579	2,270.00
COLJ	CL 33634	42556	300.00
MATOVICH OIL CO.	CL 33635	42568	13,181.09
BILL'S AUTO PARTS	CL 33636	42550	2,541.06
VERIZON WIRELESS	CL 33637	-99330	501.67
APG YELLOWSTONE NEWS GROUP	CL 33638	42546	597.59
VISIONARY BROADBAND	CL 33639	42586	260.22
UTILITIES UNDERGROUND LOC. CTR.	CL 33640	42585	69.42
NORTHCON, INC	CL 33641	-99327	927,804.19
MONTANA DEPARTMENT OF REVENUE	CL 33642	-99332	9,371.76
Western Municipal Construction, Inc.	CL 33643	42587	604,288.87
MONTANA DEPARTMENT OF REVENUE	CL 33644	42571	6,103.93
			<b>1,718,466.90</b>

**CITY OF HARDIN**  
Claims Report

**For the Accounting Period: April, 2026**

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<b>Vendor</b>	<b>Claim #</b>	<b>Check</b>	<b>Amount</b>
JACK WEICHMAN	CL 33558	42515	100.00
BOB SCHOEN	CL 33559	42516	100.00
PAT BRECKENRIDGE	CL 33560	42517	100.00
TERRY BULLIS - MSSB	CL 33561	42518	100.00
DENNIS FOX	CL 33562	42519	100.00
HARRY KAUTZMAN	CL 33563	42520	100.00
ROB BRYSON	CL 33564	42521	100.00
KENTON G KEPP	CL 33565	42522	100.00
JAY LUNDBERG	CL 33566	42523	100.00
DANIEL J KLINGENSTEIN	CL 33567	42524	100.00
LARRY W VANDERSLOOT	CL 33568	42525	100.00
JIM WEDEL	CL 33569	42526	100.00
TIM A WAGNER	CL 33570	42527	100.00
TEDDY J BURROUGHS	CL 33571	42528	100.00
KATHERINE M JOHNSON	CL 33572	42529	50.00
SANDRA K BIERY	CL 33573	42530	50.00
JERRY WEMPLE	CL 33574	42531	100.00
MARK BETTS	CL 33575	42532	100.00
RON NEDENS	CL 33576	42533	100.00
KEVIN CANNON	CL 33577	42534	100.00
WISPWEST.NET	CL 33590	42588	115.12
U.S. POSTAL SERVICE	CL 33591	42583	460.00

**2,475.12**

**CITY OF HARDIN**

Check Report

4/7/2026

Vendor	Claim #	Check	Amount
JACK WEICHMAN	CL 33558	42515	100.00
BOB SCHOEN	CL 33559	42516	100.00
PAT BRECKENRIDGE	CL 33560	42517	100.00
TERRY BULLIS - MSSB	CL 33561	42518	100.00
DENNIS FOX	CL 33562	42519	100.00
HARRY KAUTZMAN	CL 33563	42520	100.00
ROB BRYSON	CL 33564	42521	100.00
KENTON G KEPP	CL 33565	42522	100.00
JAY LUNDBERG	CL 33566	42523	100.00
DANIEL J KLINGENSTEIN	CL 33567	42524	100.00
LARRY W VANDERSLOOT	CL 33568	42525	100.00
JIM WEDEL	CL 33569	42526	100.00
TIM A WAGNER	CL 33570	42527	100.00
TEDDY J BURROUGHS	CL 33571	42528	100.00
KATHERINE M JOHNSON	CL 33572	42529	50.00
SANDRA K BIERY	CL 33573	42530	50.00
JERRY WEMPLE	CL 33574	42531	100.00
MARK BETTS	CL 33575	42532	100.00
RON NEDENS	CL 33576	42533	100.00
KEVIN CANNON	CL 33577	42534	100.00
HARDIN VOLUNTEER FIREFIGHTERS	CL 33588	42535	15,000.00
K9 WORKING DOGS INTERNATIONAL, LLC	CL 33589	42536	6,000.00
* CASH	CL 33603	42538	92.97
MERLE JOHNS	CL 33608	42540	169.95
LOCKWOOD PRECAST	CL 33610	42542	2,856.25
BIG HORN CALVERY FELLOWSHIP	CL 33621	42543	111.25
SECURE WARRANT	CL 33631	42544	2,750.00
3 BROTHERS	CL 33614	42545	85.00
APG YELLOWSTONE NEWS GROUP	CL 33638	42546	597.59
BALCO UNIFORM CO., INC.	CL 33592	42547	327.70
BALCO UNIFORM CO., INC.	CL 33611	42547	272.39
BIG SKY FIRE EQUIPMENT	CL 33578	42548	1,268.50
BIG SKY MENTAL HEALTH SERVICES PLLC	CL 33579	42549	200.00
BILL'S AUTO PARTS	CL 33636	42550	2,541.06
BILLINGS PETERBILT/JACKSON GROUP	CL 33585	42551	2,472.28
CDW GOVERMENT	CL 33623	42552	1,010.61
CenturyLink	CL 33604	42553	1,203.95
CHURCHILL EQUIPMENT CO INC	CL 33595	42554	406.37
CITY WATER DEPT	CL 33609	42555	561.97
COLJ	CL 33634	42556	300.00
CUSHING TERRELL	CL 33630	42557	3,147.74
DESTINATIONIQ	CL 33555	42558	3,083.00

**CITY OF HARDIN**

Check Report

4/7/2026

<b>Vendor</b>	<b>Claim #</b>	<b>Check</b>	<b>Amount</b>
ECOLAB INC	CL 33597	42559	90.53
ENERGY LABORATORIES INC	CL 33596	42560	2,091.50
FERGUSON WATERWORKS #1701	CL 33612	42561	12,257.40
HARDIN BUILDING CENTER	CL 33625	42562	415.30
HARDIN DO IT BEST	CL 33616	42563	150.79
IMEG CONSULTANTS CORP	CL 33632	42564	6,392.50
JORDAN W KNUDSEN	CL 33626	42565	8,500.00
KOIS BROTHERS EQUIPMENT CO.	CL 33598	42566	75.66
LYNN'S SUPERFOODS	CL 33629	42567	151.93
MATOVICH OIL CO.	CL 33635	42568	13,181.09
MIKE'S QUICK LUBE & SERVICE LLC	CL 33627	42569	279.80
MONTANA DAKOTA UTILITIES	CL 33606	42570	2,482.64
MONTANA DEPARTMENT OF REVENUE	CL 33644	42571	6,103.93
MONTANA FIRST RESPONDER	CL 33617	42572	600.00
MONTANA SEPTIC	CL 33593	42573	1,062.50
MOUNTAIN ALARM	CL 33600	42574	464.50
MUNICIPAL CAPITAL MARKETS GROUP INC	CL 33587	42575	2,400.00
PAUL & RITA WAGENAAR	CL 33615	42576	119.36
PETERSON QUALITY OFFICE	CL 33607	42577	202.57
RDO EQUIPMENT	CL 33584	42578	368.05
REVIZE LLC	CL 33633	42579	2,270.00
SHANNON ABRIL	CL 33613	42580	15.00
STAHLY ENGINEERING & ASSOCIATES INC	CL 33581	42581	44,747.17
STAHLY ENGINEERING & ASSOCIATES INC	CL 33582	42581	1,375.50
STAHLY ENGINEERING & ASSOCIATES INC	CL 33601	42581	1,022.50
TOWN & COUNTRY SUPPLY ASSN	CL 33602	42582	20.00
U.S. POSTAL SERVICE	CL 33591	42583	460.00
USA BlueBook	CL 33583	42584	4,084.56
USA BlueBook	CL 33628	42584	97.37
UTILITIES UNDERGROUND LOC. CTR.	CL 33640	42585	69.42
VISIONARY BROADBAND	CL 33639	42586	260.22
Western Municipal Construction, Inc.	CL 33643	42587	604,288.87
WISPWEST.NET	CL 33590	42588	115.12
YCHUM CONTRACTING INC	CL 33618	42589	3,000.00
DORSEY & WHITNEY LLP	CL 33624	-99325	282.00
HAWKINS, INC	CL 33605	-99326	50.00
NORTHCON, INC	CL 33641	-99327	927,804.19
FIRST INTERSTATE BANK (MASTERCARD)	CL 33620	-99328	7,317.04

**CITY OF HARDIN**

Check Report

4/7/2026

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<b>Vendor</b>	<b>Claim #</b>	<b>Check</b>	<b>Amount</b>
FIRST INTERSTATE BANK (MASTERCARD)	CL 33619	-99329	578.15
VERIZON WIRELESS	CL 33637	-99330	501.67
BIG SKY LINEN & UNIFORM INC	CL 33622	-99331	187.20
MONTANA DEPARTMENT OF REVENUE	CL 33642	-99332	9,371.76
CENTURYLINK	CL 33599	-99333	213.15
TRAVELSTORYSGPS, LLC	CL 33586	-99334	9,062.50
EMB METAL BUILDINGS, LLC	CL 33557	-99335	7,029.36

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# Big Horn Hospital Association

## CHOOSE HEALTH

March 20, 2026

RE: Outstanding Balances of Detainees

Mayor Ramsey,


Big Horn Hospital Association is in receipt of Mr. Knudsen's letter dated March 11, 2026, offering to pay a total of \$25,000 to settle the balances of all accounts attributed to City of Hardin Police Department. We are unable to accept this offer for the following reasons.

- We believe our offer of paying 53% of charges is a fair offer and already well below our cost of care. We understand the City's budgetary constraints however we also have financial constraints to consider.
  - The most recently settled cost report with Medicaid calculates that our cost of care is 92.9% of the established charges. BHHA would already be agreeing to lose 39% of the cost of care for detainees with the current offer.
- While statute states that the City of Hardin is not required to pay for preexisting conditions, such conditions become a part of the medical clearance of which the Provider is legally and ethically obligated to address when a patient presents to the Emergency Department – regardless of the payor.
- As previously stated in my letter dated February 4, 2026, BHHA cannot bill any other payor when a patient is detained and brought in for medical treatment by the City of Hardin Police Department.
- I believe with the previous discussions regarding clarifying the reasons for medical clearance visits that the number of visits will decrease, allowing for smaller balances moving forward.
- City of Hardin Police Department has an outstanding balance totaling \$95,190.89 dating back to 02/13/2023.

Please remit payment of \$50,451.17 as soon as possible to Big Horn Hospital, 17 North Miles Avenue, Attn: Sarah Emigh.

Sincerely

Roxie Cain  
Controller

 Outlook

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**Re: Valve for river intake**

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**From** Michael Hurff <publicworks@hardinmt.com>

**Date** Wed 3/25/2026 9:44 AM

**To** Paul Nash <paul@millenniumelectric.com>

Ok thank you Paul

I will get this processed and let you know.

**Michael Hurff Jr**

Public Works Director

City of Hardin Montana

406 North Cheyenne Avenue

(406)-665-9260 Ext 118

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**From:** Paul Nash <paul@millenniumelectric.com>

**Sent:** Wednesday, March 25, 2026 9:15 AM

**To:** City Water <citywater@hardinmt.com>; Michael Hurff <publicworks@hardinmt.com>

**Subject:** Valve for river intake

12" Bray butterfly valve w/pneumatic Actuator.

2-4 wks delivery

This is for open close valve, actuator system. Doesn't include labor to install.

\$6737.85 plus freight

Best regards

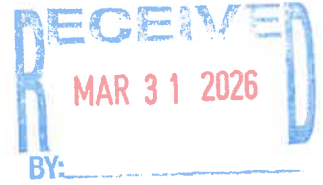
Paul Nash

406-670-0814

**MILLENNIUM**  
e l e c t r i c

724 1<sup>st</sup> Ave North

Billings MT 59101



# TAKE HIM WITH YOU

BMX Outreach Ministry

**Cole Kirschenmann**

Gateway Christian Center & Servants for Christ Motorcycle Ministry  
(406) 679-2861 | Coleabear@hotmail.com

March 30, 2026

City of Hardin City Council

**Subject: Request for Park Use, Porta Potties, and Road Closure for “Take Him With You” BMX Event**

Dear Members of the City Council,

I am writing to respectfully request permission to use the Wilson Skate Park in Hardin for an upcoming community outreach event titled **“Take Him With You.”** This event is centered on providing a positive and encouraging environment for youth and families in our community through BMX stunt demonstrations, live music, food, and messages of hope.

The event is planned to take place on **May 29th from 3:00 PM to 6:00 PM.** Our goal is to create a safe, family-friendly atmosphere that brings people together and invests in the lives of young people in Hardin.

**In addition to park use, we would like to request the following:**

- **Portable Restrooms (Porta Potties):** To accommodate attendees and ensure proper sanitation during the event.
- **Temporary Road Closure:** Closure of Cody Avenue from 10th Street to the end of the Mormon Church property, ensuring no residential driveways are impeded.

We are committed to working closely with the city to ensure all safety, cleanliness, and logistical requirements are met. Our team will take full responsibility for event setup, cleanup, and maintaining a respectful environment for the surrounding community.

This event is designed to serve the people of Hardin by offering encouragement, connection, and hope—especially to our youth. We would be honored to partner with the city to make this possible.

Thank you for your time and consideration. Please feel free to contact me at (406) 679-2861 or Coleabear@hotmail.com if you have any questions or need additional information.

Sincerely,

**Cole Kirschenmann**

A handwritten signature in black ink that reads "Cole Kirschenmann". The signature is written in a cursive style and is underlined with a long, horizontal stroke.

# STUNT DUDES

## TAKE HIM WITH YOU!

**MAY 29th**  
**HARDIN,**  
**WILSON PARK**  
**3:00 PM**

**FREE MEAL PROVIDED!**

SOOTHING SOULS



SET FREE MINISTRY  
WORSHIP BAND



**MAY 30th**  
**CROW AGENCY**  
**FOURSQUARE CHURCH**  
**12:00 NOON**

**FREE LUNCH PROVIDED!**



**BMX BIKE  
GIVEAWAYS!**



**JESUS ★**  
**TAKE HIM WITH YOU!**

**ASH DISPOSAL AGREEMENT**

This Ash Disposal Agreement ("Agreement") is made and entered into effective as of December 15<sup>th</sup>, 2005, by and between the City of Hardin, Montana (the "City"), a Montana municipal corporation, and Rocky Mountain Power, Inc. ("RMP"), a Montana corporation.

**RECITALS**

A. RMP is constructing and intends to operate a 116 MW (gross) coal-fired electric generation station (the "Facility") on land it owns in Hardin, Montana.

B. As part of its operation of the Facility, RMP will generate various ash waste (the "Waste") from the combustion of coal. The Waste is more fully described in Section 3, herein. At full operation, RMP expects to generate up to 85,000 tons of Waste per year. RMP desires to assure a safe and appropriate location close to the Facility with adequate capacity for disposal of the Waste it generates for at least the next thirty (30) years.

C. The City owns and operates a municipal solid waste landfill (the "Landfill") under permit from the Montana Department of Environmental Quality ("DEQ"). The City is seeking an amendment to its existing permit for the Landfill to authorize it to accept the Waste. The City believes that it can accept the Waste for up to three years without the expansion of the capacity of the Landfill.

D. RMP has acquired additional land (the "Expansion Property") that is appropriate for expansion of the Landfill to ensure adequate capacity for disposal of the Waste for at least thirty (30) years. A copy of the purchase and sale agreement for the Expansion Property is incorporated as Exhibit A to the Agreement. The City intends to lease the Expansion property from RMP until such time as the Expansion Property is permitted to receive the Waste. When such a permit is issued, the City will take ownership of the Expansion Property. The City will be responsible for permitting the Facility, including the Expansion Property in its overall disposal plan for the entire site. RMP is responsible for the purchase of the Expansion Property and shall reimburse the City for all initial permitting and engineering costs associated with the Expansion Property.

E. The purpose of this Agreement is to establish the terms under which RMP may dispose of the Waste at the Landfill.

**AGREEMENT**

1. **Agreement to Accept Waste.** During the term of this Agreement, the City shall accept Waste from RMP, or another party authorized by RMP, at the Landfill subject to the terms and conditions of this Agreement.

2. **Term.** Except as otherwise provided, the term of this Agreement is as follows:

2.1 The City's ability to accept waste under this Agreement is contingent upon the City receiving all required approvals from DEQ to accept Waste from the Facility.

2.2 If, despite its reasonable best efforts, the City fails to obtain a permit for disposal of the Waste at the Expansion Property, this Agreement shall terminate thirty six (36) months after its effective date.

2.3 If the City obtains a permit for disposal of the Waste at the Expansion Property, this Agreement shall remain in effect for thirty (30) years or until a maximum of 2,550,000 tons of Waste has been disposed, whichever occurs first, beginning the date the Expansion Property is permitted, however, this Agreement may be extended by mutual written agreement of both parties. At the end of the term of this Agreement, all rights and obligations of the parties shall terminate.

### 3. **Acceptable Wastes.**

3.1 RMP, or another party authorized by RMP, may dispose of at the Landfill any or all of the following Waste generated from the combustion of coal at the Facility, subject to DEQ approval and performance of any required testing:

- a. Water treatment sludge and other waste material;
- b. Coal pulverizer reject material;
- c. Bottom ash;
- d. Fly ash;
- e. Flue gas de-sulfurization (FGD) waste; and
- f. Other non-hazardous and non-municipal type waste material that the Facility may generate.

3.2 Not less than once per year, and each time there is a material change in the supply of coal or lime used in the Facility, RMP shall perform a characterization of the Waste, including an analysis using the toxic characteristic leaching procedure ("TCLP"), as specified in the Federal Resource Conservation and Recovery Act ("RCRA"), Montana Administrative Rules or any other applicable federal or Montana state law or rule. RMP shall provide the results of such characterization(s) to the City upon completion.

3.3 The City may independently inspect, analyze and test Waste tendered under this Agreement, but is not obliged to do so. The responsibility for ensuring that the Waste tendered to the City conforms to the provisions of this Agreement, and all applicable laws, regulations, ordinances and permits rests solely with RMP.

3.4 The City shall be under no obligation to accept any of the following ("Non-Conforming Waste"):

- a. Waste that does not materially conform to any Waste characterization provided by RMP to the City.

b. Waste classified as “hazardous waste” pursuant to provisions of Subtitle C of RCRA, Montana Administrative Rules, or any other applicable federal or Montana state law or rule; and

c. Liquids as defined in RCRA, Montana Administrative Rules or any other applicable federal or Montana state law or rule.

3.5 In the event the City rejects acceptance of any of the Wastes as Non-Conforming Waste, the City shall promptly notify RMP of the rejection. If any such Non-Conforming Waste is in the possession of the City, RMP at its sole expense shall arrange for alternate management and disposal of the Non-Conforming Waste.

4. **Delivery of Waste.** RMP shall be solely responsible for the transportation and delivery of the Waste to the Landfill. The parties acknowledge that RMP may either deliver the Waste itself or through the use of a third party transportation contractor. The City’s obligation to accept the Waste (subject to the other terms of this Agreement) shall not be affected by the choice of entity that performs the transportation and delivery. Upon delivery of the Waste to the Landfill, RMP relinquishes title to and responsibility for the Waste to the City. RMP may deliver Waste to the Landfill at any time and on any number of occasions between the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday, and other times as scheduled with the City, throughout the year.

5. **Operation of the Landfill and Use of the Waste.**

5.1 The City shall be solely responsible for obtaining all necessary permits for constructing and operating the Landfill. The City also shall be solely responsible for operating and maintaining the Landfill in compliance with all applicable laws, regulations, ordinances and permits, including but not limited to those pertaining to groundwater, fugitive dust, methane gas, or other environmental monitoring.

5.2 The City may store and dispose of the Waste that the City accepts pursuant to this Agreement by any lawful means. In its sole discretion, the City may retain possession of the Waste for its own uses or may sell or dispose of the Waste without incurring any obligation to compensate RMP therefore. If the City transfers any portion of the Waste to a facility other than the Landfill, such portion shall be deducted from the calculation of the quantity of Waste disposed of at the Landfill by RMP.

6. **Assurance of Landfill Capacity.**

6.1 The City guarantees to reserve for RMP disposal capacity in the Landfill as necessary to allow RMP to dispose of up to approximately 85,000 tons per year, and 2,550,000 tons of Waste during the term of this Agreement. RMP’s failure to utilize the

full guaranteed capacity during any calendar year shall in no way reduce the City's guarantee of capacity in any future year. The City shall provide this capacity by making available at all times a disposal cell in the Expansion Property to accommodate Waste not used for daily cover.

6.2 Disposal cells in the expansion area will be designed with a capacity to hold approximately three years of Waste. The City shall construct additional disposal cells as necessary to assure excess capacity at all times for not less than one year's volume of Waste. If RMP disposes of additional Waste beyond the expected annual amount of 85,000 tons, the parties shall work cooperatively to expedite construction of another disposal cell.

6.3 The parties acknowledge and agree that even though the City guarantees Landfill capacity to RMP each year during the term of this Agreement, RMP is under no obligation to tender any specific quantity of Waste to the City during any particular year. RMP reserves, in its sole discretion, the right to manage the Waste in facilities other than the Landfill and to sell any portion of the Waste generated prior to delivery to the Landfill.

## **7. Expansion Property Terms.**

7.1 RMP has purchased sufficient acreage for expansion of the existing Landfill to accommodate disposal of Waste from RMP.

7.2 The parties agree to enter into a lease arrangement whereby RMP shall lease the Expansion Property to the City for the rate of one dollar (\$1.00) per year. The lease of the Expansion Property shall terminate upon the earlier of (a) issuance of such permits from DEQ and approval from the Environmental Protection Agency ("EPA") as may be necessary to allow the Expansion Property to be operated by the City to accept Waste as provided in this Agreement for a term of not less than thirty (30) years or 2,550,000 tons from the date of permit issuance, (b) a final determination by DEQ, and exhaustion of all appeal rights, not to issue such permits as are necessary for the Expansion Property to accept Waste as provided in this Agreement, or (c) the expiration of thirty six (36) months from the date of this Agreement unless approved in writing by both parties.

7.3 The City shall use its best efforts to obtain all permits necessary to accept Waste at the Expansion Property as provided in the Agreement. RMP will reimburse the City for all initial permitting and engineering costs associated with the Expansion Property.

7.4 Upon issuance of such permits from the DEQ and approved from the EPA as may be necessary to allow the Expansion Property to be operated by the City to accept Waste as provided in this Agreement, RMP shall transfer all of its right, title and interest

to the Expansion Property to the City by special warranty deed. The sole consideration for such transfer shall be the City's successful efforts to obtain the necessary permits.

**8. Compensation.**

8.1 RMP shall pay the City for Waste disposed at the Landfill at the rate of \$12,000 per month and \$2.58 per ton. During the initial three (3) years of the Agreement, the Parties agree to work together to renegotiate the monthly and per ton rates if either Party requests consideration for an adjustment. The monthly and per ton rates for disposal of Waste will be renegotiated by both parties every two (2) years, beginning with the end of the initial three (3) year period, to take into consideration additional costs such as but not limited to changes in regulations, expedited construction of a disposal cell, changes in disposal operating costs or any consideration for minimum use obligations regarding disposal amounts under this Agreement.

8.2 At the close of each calendar month, the City will submit an invoice to RMP that details the net amount of Waste delivered during the previous calendar month and the amount due from RMP. RMP shall pay such invoice not later than thirty (30) days after receipt of the invoice.

**9. Recordkeeping and Audits.**

9.1 The City and RMP shall establish a system to record the date, weight and composition of each delivery of Waste to the Landfill. The City shall provide all such documentation for the previous month to RMP with each monthly invoice. The City shall retain copies of all such documentation during the term of this Agreement.

9.2 The City shall maintain complete and accurate records regarding all Waste accepted, managed, disposed of, or otherwise handled pursuant to this Agreement and shall make such records available to RMP upon reasonable advance notice. Such records shall include, but not be limited to, the number of loads and amount of Waste tendered for disposal, and the amount of Waste transferred off-site for other uses.

9.3 At RMP's option and expense, RMP may have an independent audit conducted by a firm of its selection no more than once per year. The City shall make such records available to RMP for its use.

**10. Representations.**

10.1 **RMP's Representations.** RMP represents to the City as follows:

a. RMP is a Montana corporation, validly existing and in good standing under the laws of the State of Montana. RMP has the power to enter into

this Agreement and by all necessary corporate action has authorized the execution and delivery of this Agreement.

b. RMP is not aware of any facts the existence of which would cause it to be in violation in any material respect of any laws, regulations, ordinances or permits applicable to the Waste.

c. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of the terms, conditions or provisions of RMP's articles of incorporation or bylaws or any evidence of indebtedness, agreement or instrument of whatever nature to which RMP is now a party or by which it is bound, or constitutes a default under any of the foregoing.

d. Any Waste characterization provided by RMP shall be true and correct in all material respects, and the physical and chemical composition of the Waste transferred to the City under this Agreement shall substantially conform to that of any such Waste characterization.

e. RMP is under no legal restraint or order that would prohibit transfer of possession or title to Waste to the City.

f. The generation, transportation and other management of the Waste from the point of generation to the point of delivery to the Landfill will comply in all material respects with all applicable laws, regulations, ordinances and permits. Any third party transportation companies will be agents of RMP.

**10.2 City's Representations.** The City represents to RMP as follows:

a. The City is authorized by law to enter into this Agreement.

b. The City has duly authorized the execution and delivery of this Agreement.

c. The City's ownership and operation of the Landfill, and its commitments under this Agreement are exempt from regulation by the Montana Public Service Commission.

d. The City is not aware of any facts the existence of which would cause RMP to be in violation in any material respect of any laws, regulations, ordinances or permits applicable to the Landfill. The City has not received from any local, state or federal official any notice or communication indicating that the activities of the City may be or will be in violation of any laws, regulations, ordinances or permits applicable to the Landfill.

e. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of the terms, conditions or provisions of the City's charter or any evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

f. There is no action, suit, investigation, or proceeding now pending or, to the knowledge of the City, threatened against or affecting the Landfill before or by any governmental department, commission, board, authority, or agency, or any court, arbitrator, mediator or grand jury, which could, individually or in the aggregate, materially and adversely affect the operation of the Landfill or the City's ability to fulfill the terms of this Agreement.

g. The City will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner and in all material respects, all requirements of all local, state and federal laws and regulations which must be obtained or met in connection with the acquisition and construction of the Landfill. The City will comply in all material respects with applicable laws, regulations, ordinances and permits applicable to the construction, acquisition, and operation of the Landfill.

h. The City understands the risks to persons, property and the environment in the handling, management and disposal of the Wastes managed pursuant to this Agreement.

i. The City is qualified to perform the services described in this Agreement and will do so in a safe and workmanlike manner and in compliance with all governmental laws, regulations, orders and permits.

j. The City possesses and will maintain during the term of this Agreement all permits, licenses, certificates and approvals necessary to perform the services described in this Agreement.

## 11. **Indemnity.**

11.1 **RMP's Indemnity.** RMP shall indemnify, hold harmless and defend the City from and against all liabilities, claims, penalties, causes of actions (including without limitation costs of defense, settlement, and reasonable attorney's fees) arising out of or relating to (a) RMP's breach of any term of this Agreement, or (b) RMP's negligent or willful misconduct.

11.2 **City's Indemnity.** The City shall indemnify, hold harmless and defend RMP from and against all liabilities, claims, penalties, causes of actions (including

without limitation costs of defense, settlement, and reasonable attorney's fees) arising out of or relating to (a) the City's breach of any term of this Agreement, (b) the City's negligent or willful misconduct, or (c) any liability arising out of or related to the City's sale or transfer of Waste to a third party.

12. **Trucking Company Insurance.** The trucking company delivering Waste to the city shall have sufficient insurance to meet the city's requirements including:

	<u>Coverage</u>	<u>Limits</u>
a.	Worker's Compensation	Statutory
b.	Employer's Liability	\$1,000,000
c.	Commercial General Liability	\$1,000,000 combined single limit \$2,000,000 aggregate and pollution rider
d.	Auto Liability & Property Damage	\$1,000,000 combined single limit \$2,000,000 aggregate
e.	Excess Liability	\$5,000,000 each occurrence.

13. **Independent Contractor.** The City is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control and direction over all of its employees, agents and operations.

14. **Termination.** If one party violates any material term of this Agreement (other than payment terms), the other party may terminate this Agreement upon notice to the defaulting party, after giving the defaulting party a thirty (30) day period of opportunity to cure the default, without incurring any liability to the other party.

15. **Excuse of Performance.** Either party may suspend performance under this Agreement, except for the payment of money for services already rendered, if the party is prevented from performing by a cause or causes beyond the reasonable control of such party. The party that suspends performance shall notify the other party within two (2) business days of the cause for suspension and the anticipated end of suspension.

16. **General Provisions.**

16.1 **Entire Agreement.** This Agreement, together with any specifications, referenced parts, attachments, and effective amendments, is the entire agreement between the parties with respect to its subject matter. Communications or understandings made

prior to the signing of this Agreement and pertaining to its subject matter are superseded. No revision to this Agreement shall be effective unless made by a written amendment, signed by each party.

**16.2 Assignment.** The City may not assign its rights or obligations under this Agreement without the prior written consent of RMP which shall not be reasonably withheld.

**16.3 Arbitration.** If there is a dispute between the Parties regarding this Agreement, the Parties will negotiate in good faith, upon ten (10) days written notice from any Party(ies) to the other(s), for the settlement of any such dispute. If such dispute is not settled by agreement of the Parties within thirty (30) days after the date negotiations are commenced or within such longer period as the Parties may jointly agree upon, such dispute shall then be submitted to a board of arbitration, and the decision of this board shall be final and conclusive upon the Parties hereto. A board of arbitration shall be established by each of the Parties appointing an arbitrator and by the two arbitrators so chosen appointing a third disinterested person to act as chairman of the board of arbitration. If the first two arbitrators cannot agree on the third, he or she shall be appointed by the American Arbitration Association. The decision of any two of the arbitrators so appointed shall be the decision of the board of arbitration. The arbitrators so appointed shall meet within thirty (30) days of the call for arbitration, and they shall render their decision within ten (10) days after conducting a hearing regarding the dispute. In all other respects, such arbitration and the decision of the board of arbitration thereunder shall proceed under and be interpreted and construed according to the applicable commercial rules of the American Arbitration Association.

**16.4 Governing Law and Venue.** The laws of the State of Montana shall govern this Agreement. Venue for arbitration shall be in Billings, Montana. Venue for any action arising out of this Agreement shall be the Montana 22<sup>nd</sup> Judicial District Court, Big Horn County.

**16.5 Notices.** All notices, certificates or other communications required to be given to the City and under this Agreement shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to the City:                   City of Hardin  
  406 North Cheyenne  
  Hardin, Montana 59034  
  Attn: City Clerk

If to RMP:                         Rocky Mountain Power, Inc.  
  400 N. Fourth Street  
  Bismarck, North Dakota 58501  
  Attn: General Counsel

With Copies to: Rocky Mountain Power, Inc.  
400 N. Fourth Street  
Bismarck, North Dakota 58501  
Attn: Contract Administration

Hardin Generation Station  
Route 1, Box 1144A  
Hardin, Montana 59034  
Attn: Facility Manager

The City and RMP, may by notice designate different addresses to which subsequent notices, certificates or other communications should be sent.

**16.6 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the City and RMP and their respective successors and assigns.

**16.7 Recitals.** The recitals are hereby fully incorporated.

**16.8 Further Assurances.** The City and RMP agree that they may, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements or further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

**16.9 Waiver.** The failure of either party to enforce the any provision of this Agreement shall not constitute a waiver of the provision or the party's right to enforce each other provision.

**16.10 Severability.** The invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions or their application to any other person and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purpose of this Agreement.

**16.11 Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be executed as of the 1<sup>st</sup> day of December, 2005.

**CITY OF HARDIN, MONTANA**

By Ronald E. Adams  
Its MAYOR

**ROCKY MOUNTAIN POWER, INC.**

By Don Metz  
Its DIRECTOR OF OPERATIONS

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Hardin</u>	<b>Owner's Project No.:</b> <u>C301316</u>
<b>Engineer:</b> <u>HDR Engineering, Inc.</u>	<b>Engineer's Project No.:</b> <u>10332175</u>
<b>Contractor:</b> <u>Northcon, Inc.</u>	<b>Contractor's Project No.:</b> <u>HAY502</u>
<b>Project:</b> <u>Hardin WWTP Upgrades</u>	
<b>Contract:</b> <u>Wastewater Treatment Plant Upgrades</u>	
<b>Application No.:</b> <u>9</u>	<b>Application Date:</b> <u>4/1/2026</u>
<b>Application Period:</b> <b>From</b> <u>3/1/2026</u> <b>to</b> <u>3/31/2026</u>	

1. Original Contract Price	\$ 13,385,736.00
2. Net change by Change Orders	\$ 524,800.00
3. Current Contract Price (Line 1 + Line 2)	\$ 13,910,536.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 4,844,858.60
5. Retainage/MT Gross Receipts	
a. 5% X \$ 4,844,858.60 Work Completed =	\$ 242,242.93
b. X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 242,242.93
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 4,602,615.67
7. Less previous payments (Line 6 from prior application)	\$ 3,665,439.72
8. Amount due this application	\$ 937,175.95
9. Less MT Gross Receipts Tax (1%)	\$ 9,371.76
10. Current Payment Due	\$ 927,804.19
11. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 9,307,920.33

**Contractor's Certification**

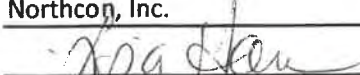
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Northcon, Inc.

**Signature:**  **Date:** 4/1/26

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> _____
<b>Title:</b> <u>Chief Operating Officer</u>	<b>Title:</b> _____
<b>Date:</b> <u>04/01/2026</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

Owner:	City of Hardin	Owner's Project No.:	C301316
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10332175
Contractor:	Northcon, Inc.	Contractor's Project No.:	HAV502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		

Application No.: 9 Application Period: From 03/01/26 to 03/31/26 Application Date: 04/01/26

Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) from Previous Application (\$)	This Period (\$)				
			Original Contract					
1	Mobilization	345,968.00	245,451.00	45,000.00		290,451.00	84%	55,517.00
2	Mobilization Subs	153,630.00	85,572.60	20,500.00		106,072.60	69%	47,557.40
3	General Conditions	470,488.00	402,744.00	52,000.00		454,744.00	97%	15,744.00
4	Divisions 1 (16 Months)	1,813,900.00	919,448.00	153,000.00		1,072,448.00	59%	741,452.00
5	Demobilization	138,387.00					0%	138,387.00
	<b>HEADWORKS</b>							
6	Excavation	170,000.00	126,000.00	22,000.00		148,000.00	87%	22,000.00
7	Building Work Concrete	299,288.00	187,750.00	30,000.00		217,750.00	73%	81,538.00
	<b>HEADWORKS MECHANICAL</b>							
8	Labor	22,317.00					0%	22,317.00
9	Material	13,911.00					0%	13,911.00
10	Equipment	144,920.00					0%	144,920.00
11	Duct Wrap	8,180.00					0%	8,180.00
12	Crane	3,500.00					0%	3,500.00
13	Test & Balance	3,485.00					0%	3,485.00
14	Permit	2,215.00					0%	2,215.00
15	Project Management	50,550.00	5,000.00			5,000.00	10%	45,550.00
	<b>HEADWORKS ELECTRICAL</b>							
16	Light Fixtures	18,000.00					0%	18,000.00
17	Switchgear	75,000.00					0%	75,000.00
18	Controls	110,000.00					0%	110,000.00
19	Material	72,500.00	11,322.00			11,322.00	16%	61,178.00
20	Labor	115,000.00	15,905.00			15,905.00	14%	99,095.00
	<b>HEADWORKS BUILDING CONSTRUCTION</b>							
21	Precast Wall Panels	235,000.00	34,000.00			34,000.00	14%	201,000.00
22	Labor	120,000.00					0%	120,000.00
23	Cabinets	33,000.00		5,701.00		5,701.00	17%	27,299.00
24	Roofing	97,500.00					0%	97,500.00
25	Doors	25,000.00					0%	25,000.00
26	Metal Works/Decking/Fiberglass	130,000.00					0%	130,000.00
27	Fire Stop and Sealants	12,000.00					0%	12,000.00
28	Mechanical Hardware	975,000.00					0%	975,000.00
29	Labor	93,000.00	9,000.00			9,000.00	10%	84,000.00
30	Plumbing	65,000.00					0%	65,000.00

Lump Sum

EICDC C-620 Contractor's Application for Payment  
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**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

**Owner:** City of Hardin  
**Engineer:** HDR Engineering, Inc.  
**Contractor:** Northcon, Inc.  
**Project:** Hardin WWTP Upgrades  
**Contract:** Wastewater Treatment Plant Upgrades

**Owner's Project No.:** C301316  
**Engineer's Project No.:** 10332175  
**Contractor's Project No.:** HAY502

Application No.: 9		Application Period: From 03/01/26 to 03/31/26		Application Date: 04/01/26				
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
31	ADMIN/UV							
	Excavation	45,000.00		15,000.00		15,000.00	33%	30,000.00
32	Concrete Work	250,000.00		50,000.00		50,000.00	20%	200,000.00
	ADMIN/UV MECHANICAL							
33	Labor	23,530.00					0%	23,530.00
34	Material	12,000.00					0%	12,000.00
35	Equipment	28,237.00					0%	28,237.00
36	Duct Wrap	2,400.00					0%	2,400.00
37	Test & Balance	3,485.00					0%	3,485.00
38	Project Management	50,550.00	5,000.00			5,000.00	10%	45,550.00
	ADMIN/UV ELECTRICAL							
39	Light Fixtures	9,200.00					0%	9,200.00
40	Switchgear	145,000.00					0%	145,000.00
41	Controls	165,000.00					0%	165,000.00
42	Materials	48,000.00				15,300.00	32%	32,700.00
43	Labor	81,000.00	5,198.00			21,000.00	32%	54,802.00
	ADMIN/UV BUILDING CONSTRUCTION							
44	Precast Wall Panels	95,000.00	10,000.00			10,000.00	11%	85,000.00
45	Labor	60,000.00					0%	60,000.00
46	Roofing	43,500.00					0%	43,500.00
47	Cabinets	12,000.00					0%	12,000.00
48	Doors	12,600.00					0%	12,600.00
49	Metal Works/Decking/Fiberglass	50,100.00					0%	50,100.00
50	Fire Stop and Sealants	5,000.00					0%	5,000.00
51	Mechanical	360,000.00				36,000.00	10%	324,000.00
52	Plumbing	7,000.00					0%	7,000.00
53	Material	8,000.00					0%	8,000.00
54	Labor	5,000.00					0%	5,000.00
	ADMIN/UV BUILDING ELECTRICAL							
55	Light Fixtures	32,150.00					0%	32,150.00
56	Switchgear	134,000.00					0%	134,000.00
57	Controls	220,000.00					0%	220,000.00
58	Generator	246,150.00					0%	246,150.00
59	Material	100,000.00					0%	100,000.00
60	Labor	225,000.00	16,340.00			16,340.00	7%	208,660.00

**Progress Estimate - Lump Sum Work**

Owner: City of Hardin  
 Engineer: HDR Engineering, Inc.  
 Contractor: Northcon, Inc.  
 Project: Hardin WWTP Upgrades  
 Contract: Wastewater Treatment Plant Upgrades

Owner's Project No.: C301316  
 Engineer's Project No.: 10332175  
 Contractor's Project No.: HAY502

**Contractor's Application for Payment**

Application No.: 9		Application Period: From 03/01/26 to 03/31/26		Application Date: 04/01/26				
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	(B + E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
61	Labor to Move Blowers	5,000.00	4,200.00			4,200.00	84%	800.00
62	CLARIFIER COMPLEX							
62	Material	15,000.00	7,000.00	3,000.00		10,000.00	67%	5,000.00
63	Labor	50,000.00	25,000.00	5,000.00		30,000.00	60%	20,000.00
64	Excavation	203,000.00	151,200.00	10,000.00		161,200.00	79%	41,800.00
65	Concrete Work	675,000.00	534,000.00	131,000.00		665,000.00	99%	10,000.00
	CLARIFIER COMPLEX ELECTRICAL							
66	Material	30,000.00					0%	30,000.00
67	Labor	25,000.00	2,865.00			2,865.00	11%	22,135.00
	CLARIFIER 1 NEW CLARIFIER							
68	Labor	75,000.00	6,500.00	5,000.00		11,500.00	15%	63,500.00
69	Material	495,000.00	70,500.00	200,000.00		270,500.00	55%	224,500.00
	CLARIFIERS 2 AND 3							
70	Labor	55,000.00					0%	55,000.00
71	Material	310,000.00					0%	310,000.00
72	Coatings	100,000.00					0%	100,000.00
	RAS VAULT & LIFT STATION							
73	Material	270,700.00					0%	270,700.00
74	Concrete Work	112,000.00					0%	112,000.00
75	Excavation	25,000.00					0%	25,000.00
76	Labor/Demo	12,000.00					0%	12,000.00
	RAS VAULT & LIFT STATION ELECTRICAL							
77	Electrical	2,500.00					0%	2,500.00
78	Labor	8,500.00					0%	8,500.00
	DIGESTER							
79	Material	405,000.00					0%	405,000.00
80	Coatings	20,000.00					0%	20,000.00
81	Labor	55,000.00					0%	55,000.00
	DIGESTER ELECTRICAL							
82	Material	2,500.00					0%	2,500.00
83	Labor	8,500.00					0%	8,500.00
	OXIDATION DITCH							
84	Demo	92,645.00					0%	92,645.00
85	Concrete Work	75,000.00					0%	75,000.00
86	Material	205,000.00					0%	205,000.00

**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

<b>Owner:</b> City of Hardin	<b>Owner's Project No.:</b> C301316
<b>Engineer:</b> HDR Engineering, Inc.	<b>Engineer's Project No.:</b> 10332175
<b>Contractor:</b> Northcon, Inc.	<b>Contractor's Project No.:</b> HAY502
<b>Project:</b> Hardin WWTP Upgrades	
<b>Contract:</b> Wastewater Treatment Plant Upgrades	

Item No.	Description	Application Period: From 03/01/26 to 03/31/26		Application Date: 04/01/26				
		C	E					
		Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	Work Completed This Period (\$)	F	G	H	I
			(D + E) From Previous Application (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
87	Metal Fab and Install	75,000.00				0%	75,000.00	
88	Labor	33,000.00				0%	33,000.00	
89	Coatings	75,000.00				0%	75,000.00	
90	OXIDATION DITCH ELECTRICAL							
90	Material	2,500.00				0%	2,500.00	
91	Labor	8,500.00				0%	8,500.00	
92	SITWORK/PIPE WORK							
92	Site Material	750,000.00	317,500.00	75,000.00	392,500.00	52%	357,500.00	
93	Labor/Equipment	390,000.00	123,000.00		123,000.00	32%	267,000.00	
94	Concrete Work	150,000.00				0%	150,000.00	
95	Bypass Pumping	300,000.00	213,000.00	30,000.00	243,000.00	81%	57,000.00	
96	Shoring	250,000.00	234,992.00	10,000.00	244,992.00	98%	5,008.00	
97	SITWORK/PIPE WORK ELECTRICAL							
97	Material	54,750.00	15,645.00	38,000.00	53,645.00	98%	1,105.00	
98	Labor	122,000.00	9,225.00	10,000.00	19,225.00	16%	102,775.00	
		<b>Original Contract Totals \$</b>	<b>3,793,357.60 \$</b>	<b>982,501.00 \$</b>	<b>4,775,858.60 \$</b>	<b>35%</b>	<b>9,062,877.40 \$</b>	



**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Hardin, 406 N Cheyenne, Hardin, MT</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Morrison Maierle, Inc.</u>	<b>Engineer's Project No.:</b> <u>2402.011.02</u>
<b>Contractor:</b> <u>Western Municipal Construction, Inc.</u>	<b>Contractor's Project No.:</b> <u>25-LGW</u>
<b>Project:</b> <u>Lodge Grass Phase 2 Wastewater Treatment Facility Improvements</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> <u>7-2</u>	<b>Application Date:</b> <u>3/31/2026</u>
<b>Application Period:</b> <b>From</b> <u>3/1/2026</u> <b>to</b> <u>3/31/2026</u>	

1. Original Contract Price	\$	729,633.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	729,633.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	729,633.00
5. Retainage		
a. <u>0%</u> X <u>\$ 729,633.00</u> Work Completed	\$	-
b. <u>0%</u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	729,633.00
7. Less previous payments (Line 6 from prior application)	\$	119,240.20
8. Gross Amount due this application	\$	610,392.80
9. 1% MT Gross Receipts Tax (1% x Line 8)	\$	6,103.93
10. Unscheduled Employment of the Engineer	\$	-
11. Current Payment Due (less MT GRT)	\$	604,288.87
12. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

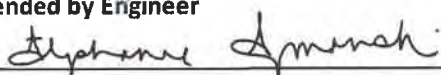
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Western Municipal Construction, Inc.

**Signature:**  **Date:** 3/31/2026

<b>Recommended by Engineer</b>		<b>Approved by Owner</b>	
<b>By:</b> <u></u>	<b>By:</b> _____		
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> _____		
<b>Date:</b> <u>4/1/2026</u>	<b>Date:</b> _____		
<b>Approved by Funding Agency</b>			
<b>By:</b> _____	<b>By:</b> _____		
<b>Title:</b> _____	<b>Title:</b> _____		
<b>Date:</b> _____	<b>Date:</b> _____		

**Progress Estimate - Lump Sum Items**

**Contractor's Application for Payment**

**Owner:** City of Hardin, 406 N Cheyenne, Hardin, MT  
**Engineer:** Morrison Maierle, Inc.  
**Contractor:** Western Municipal Construction, Inc.  
**Project:** Lodge Grass Phase 2 Wastewater Treatment Facility Improvements  
**Contract:**

**Owner's Project No.:** 2402.011.00.00021  
**Engineer's Project No.:** 25-LGW  
**Contractor's Project No.:**

A Bid Item No.	B Description	C Contract Information			E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Work Completed Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		D Item Quantity	D Units	D Units								
<b>Original Contract</b>												
201	Taxes, Bonds, and Insurance	1.00	LS		28,000.00	1.000	28,000.00		28,000.00	100.00%	100.00%	-
202	General Requirements	1.00	LS		10,000.00	1.000	10,000.00		10,000.00	100.00%	100.00%	-
203	Baffle Curtains	1.00	LS		85,317.00	1.000	85,317.00		85,317.00	100.00%	100.00%	-
204	Aeration Equipment	1.00	LS		95,316.00	1.000	95,316.00		95,316.00	100.00%	100.00%	-
205	UV Equipment	1.00	LS		351,000.00	1.000	351,000.00		351,000.00	100.00%	100.00%	-
ALT1	Cell 28 Modular Floating Cover - Material Only	1.00	LS		160,000.00	1.000	160,000.00		160,000.00	100.00%	100.00%	-
					<b>Original Contract Totals</b>		<b>\$ 729,633.00</b>	<b>\$</b>	<b>\$ 729,633.00</b>	<b>\$</b>	<b>100.00%</b>	<b>\$ -</b>
<b>Change Orders</b>												
					<b>Change Order Totals</b>		<b>\$ -</b>	<b>\$</b>	<b>\$ -</b>	<b>\$</b>	<b>-</b>	<b>\$ -</b>
					<b>Original Contract and Change Orders</b>		<b>\$ 729,633.00</b>	<b>\$</b>	<b>\$ 729,633.00</b>	<b>\$</b>	<b>100.00%</b>	<b>\$ -</b>



**September 12th, 2025**

**City of Lodge Grass, MT**

To whom it may concern,

**Lemna Environmental Technologies, Inc. BABA Compliance**

Build America, Buy America (BABA) states that “all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

The products that Lemna supplies are defined as manufactured products, not as iron, steel, or construction materials.

**BABA Definition of Manufactured Products**

The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to pumps, motors, bowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

**BABA Requirements for Manufactured Products**

“...all manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation...”

**BABA Compliance for Lemna Products**

The modular cover system manufactured by Lemna Environmental Technologies and associated manufacturers are manufactured in **Lakeville, MN** in the United States. The cost of the components of manufactured products that are mined, produced, or manufactured in **Lakeville, MN** in the United States is greater than 55 percent of the total cost of all components of the manufactured product. Therefore, the modular cover system that Lemna supplies is in full compliance with the Build American, Buy America (BABA) Act.



September 12th, 2025

City of Lodge Grass, MT

To whom it may concern,

**Lemna Environmental Technologies, Inc. BABA Compliance**

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**BABA Compliance for Lemna Products**

The baffle system manufactured by Lemna Environmental Technologies and associated manufacturers are manufactured in **Lockport, IL** in the United States. The cost of the components of manufactured products that are mined, produced, or manufactured in **Lockport, IL** in the United States is greater than 55 percent of the total cost of all components of the manufactured product. Therefore, the baffle system that Lemna supplies is in full compliance with the Build American, Buy America (BABA) Act.





1350 Specialty Drive  
Suite F  
Vista, CA 92081

## Manufactured Product Certification

July 9, 2025

To Whom it may concern,

In reference to the project referred to as **LODGE GRASS PHASE 2 WASTEWATER TREATMENT FACILITY IMPROVEMENTS:**

Project Number: **ARPA AC-22-0037 / ARPA MAG AM-23-0291-**

This hereby certifies that Enaqua's Non-Contact UV Disinfection Systems comply with the Build America, Buy America ("BABA") Act. P.L 117-58, §§ 70911-70917, see also 41 USC § 8301.

Specifically, we certify that the C2t.05041U/HMI/ UV Disinfection Reactor systems are fully compliant with the domestic sourcing requirements set forth in the Act.

Enaqua designs, manufactures, and assembles our UV Disinfection Reactor systems in Vista, California. UV Disinfection Systems consist of: UV Reactor bodies, control cabinets, and HMI panels which are designed and manufactured wholly in the United States, either in-house or by outside, domestic suppliers. This qualifies our products as "produced in the United States," as defined by the act as:

(B) in the case of manufactured products, that-

- i. the manufactured product was manufactured in the United States; and
- ii. the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all the components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

If you should need further information or clarification, please contact me at your soonest convenience.

Thank you for your interest in Enaqua products.

Sincerely,

Frederick McIntyre  
CBDO/EVP  
(760) 477-0880  
[rmcintyre@enaqua.com](mailto:rmcintyre@enaqua.com)

**RESOLUTION NO. 2431**

**A RESOLUTION OF THE CITY OF HARDIN, MONTANA ESTABLISHING WAGES FOR HARDIN CITY POLICE DEPARTMENT EMPLOYEES**

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") has previously established the wages and wage matrix for the Hardin Police Department;

WHEREAS, the Council has reviewed the current pay structure for officers and other Hardin Police Department employees, and desires to update the wages for those employees in the Hardin Police Department;

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

That the wages for the Hardin Police Department employees, attached as Exhibit A, is hereby finally determined and approved and shall be effective as of July 1, 2026:

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

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this 7<sup>th</sup> day of April, 2026.

YEA VOTES \_\_\_\_\_

NAY VOTES \_\_\_\_\_

**CITY OF HARDIN**

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Police Officer											
After											
Entry Level	Academy	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
26.00	27.00	27.81	28.65	29.51	30.40	31.31	32.25	33.21	34.21	35.24	36.29
	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
	37.38	38.50	39.66	40.85	42.07	43.34	44.64	45.98	47.35	48.78	

Sargeant/ Investigator										
Entry Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
31.00	31.62	33.20	33.86	34.88	35.93	37.01	38.12	39.26	40.44	41.65
	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	42.90	44.19	45.52	46.88	48.29	49.74	51.23	52.76	54.35	55.98

School Resource Officer										
Entry Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
27.30	28.12	28.96	29.83	30.73	31.65	32.60	33.58	34.58	35.62	36.69
	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	37.79	38.92	40.09	41.29	42.53	43.81	45.12	46.48	47.87	49.31

TAC Officer/ Admin Assistant										
Entry Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
17.00	17.51	18.04	18.58	19.13	19.71	20.30	20.91	21.54	22.18	22.85
	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	23.53	24.24	24.97	25.71	26.49	27.28	28.10	28.94	29.81	30.70

Police Service Aide										
Entry Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
18.50	19.06	19.63	20.22	20.82	21.45	22.09	22.75	23.44	24.14	24.86
	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	25.61	26.38	27.17	27.98	28.82	29.69	30.58	31.50	32.44	33.41

Officers coming to the agency with experience can start at either step commensurate with their number of years of sworn law enforcement experience; 6 years max. An HPD officer who is promoted to sergeant shall start at the entry level SGT, unless that amount would not equal to at least 3% increase, at which point they would move to the SGT step that closest to at least 3%. Employees coming to the agency as SGT AND have five or more years sworn law enforcement experience may start at the 3rd year anniversary SGT. Officers currently employed with the agency, who have completed MLEA will receive a \$3/hr flat rate increase regardless of where they are in the matrix. However, SRO should they transfer out of that position as promotion or back to patrol, will lose the increase which is paid for from the school, by virtue of vacating position. Once that monies has been subtracted, if the position is for a promotion, only a 3% increase will be given.

## Special Olympics Torch Run Hardin

What is the torch run:

The Torch Run is an annual Law Enforcement Torch Run signature event. It is primarily organized, promoted and conducted by LETR officers and volunteer teams where officers, volunteers and athletes take to the streets, highways and interstates across Montana to raise funds and awareness for Special Olympics Montana athletes.

Hardin Torch Run:

The Hardin Police Department will be hosting the first Law Enforcement Torch run in the area. The Torch Run will start at the Hardin High School and conduct a loop totaling 3.1 miles through the City of Hardin.

Date and Location:

May 10<sup>th</sup>, 2026 0900 hours – 1100 hours

Start location Hardin High School West Lot

End Location Hardin High School East Lot

Route of the run, refer to attached map of the run

Resources:

Hardin Police Department

1. 3 Patrol Cars with Officers to assist in traffic control and temporary road blockage for runners.
2. Water will be provided by Officer Kinder

## Hardin High School

1. West Side Parking Lot
2. Restrooms

## LETR Regional Coordinator:

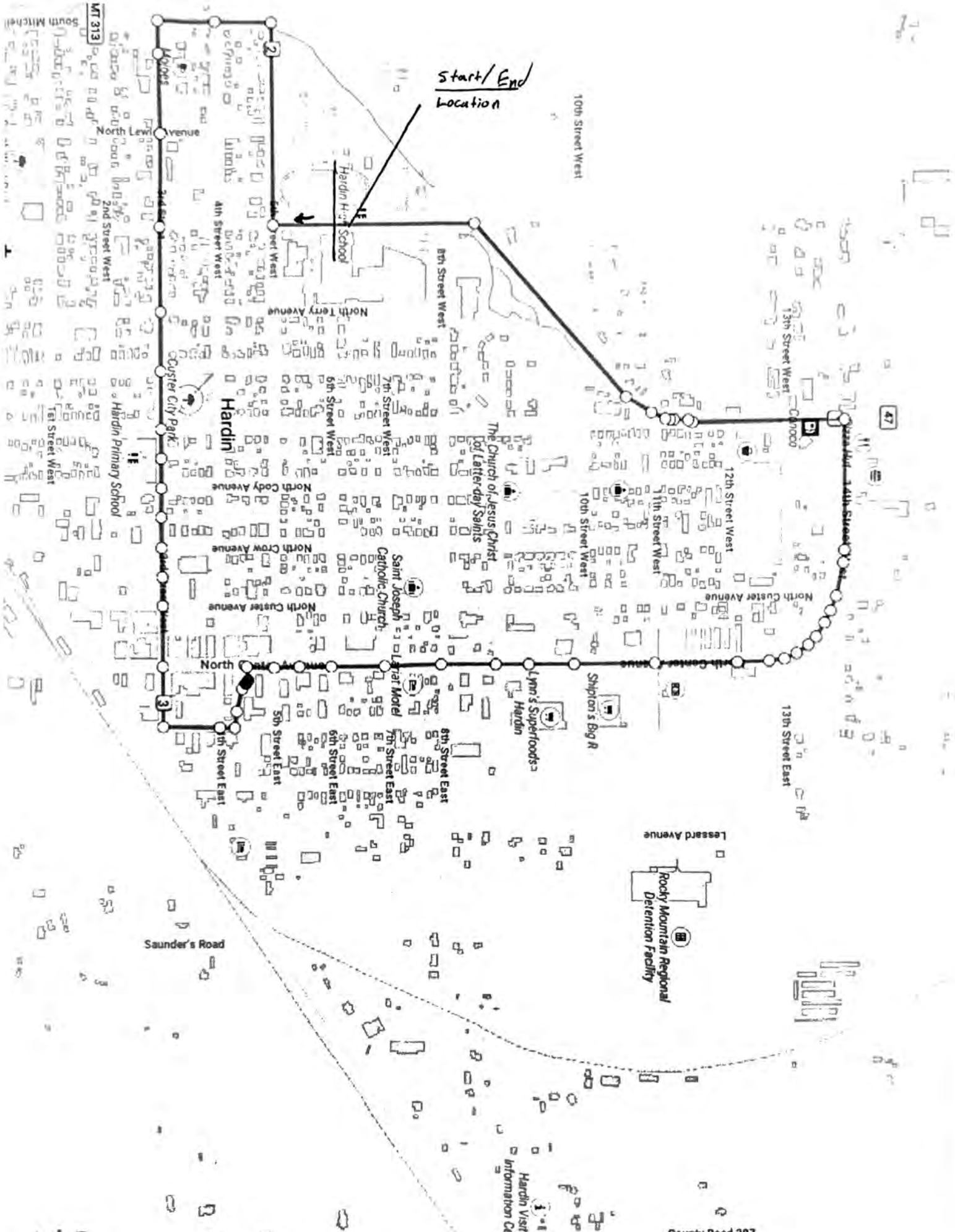
1. Torch
2. Banners

## Participants:

- Local Special Olympic Athletes and Staff
- Local Law Enforcement and Emergency Services
- Members of the community
- Estimated 15-30 participants

## Plan:

Runners / Participants will meet at the Hardin High School West Lot. The run will start at 0900 hours and go along the pre-mapped. A Hardin Police Department patrol car will lead the run / route of the run. Two Hardin Patrol Cars will provide support for blocking of lanes of travel / intersections when runners approach the locations. One of the Hardin Police Patrol Vehicles will be equipped with water if runners request it. Runners will follow the lead vehicle along the pre mapped route totaling 3.1 miles. The only permanent road closure will be South Miles Avenue between 8<sup>th</sup> Street West and 5<sup>th</sup> Street West. Road closure will last for the duration of the run. The run will end at the Hardin High School.



Start/End  
Location

Hardin High School

The Church of Jesus Christ  
of Latter-day Saints

Saint Joseph  
Catholic Church

Lynn's Superfoods

Shipton's Big R

Rocky Mountain Regional  
Detention Facility

Hardin Visit  
Information Ce

County Road 307

MT 313

Map labels on the left side including: North Terry Avenue, North Cody Avenue, North Crow Avenue, North Custer Avenue, North Center Avenue, 10th Street West, 9th Street West, 8th Street West, 7th Street West, 6th Street West, 5th Street West, 4th Street West, 3rd Street West, 2nd Street West, 1st Street West, Hardin High School, Hardin Primary School, Hardin Middle School, Hardin Junior High School, Hardin Senior High School, Hardin Community College, Hardin Public Library, Hardin Chamber of Commerce, Hardin Historical Society, Hardin Fire Department, Hardin Police Department, Hardin Sheriff's Office, Hardin Cemetery, Hardin Golf Course, Hardin Park, Hardin Recreation Center, Hardin Senior Center, Hardin Veterans Home, Hardin Public Housing, Hardin Affordable Housing, Hardin Rental Properties, Hardin Real Estate, Hardin Mortgage Lenders, Hardin Insurance Companies, Hardin Financial Services, Hardin Medical Centers, Hardin Hospitals, Hardin Clinics, Hardin Pharmacies, Hardin Grocery Stores, Hardin Retail Stores, Hardin Restaurants, Hardin Cafes, Hardin Bakeries, Hardin Dry Cleaners, Hardin Laundromats, Hardin Car Washes, Hardin Gas Stations, Hardin Post Offices, Hardin Banks, Hardin Credit Unions, Hardin Title Companies, Hardin Escrow Services, Hardin Real Estate Agents, Hardin Home Inspectors, Hardin Contractors, Hardin Plumbers, Hardin Electricians, Hardin HVAC Contractors, Hardin Roofers, Hardin Siding Contractors, Hardin Painters, Hardin Landscapers, Hardin Lawn Care Services, Hardin Pest Control Services, Hardin Moving Companies, Hardin Storage Units, Hardin Self-Storage Units, Hardin Storage Containers, Hardin Waste Management Services, Hardin Recycling Centers, Hardin Landfills, Hardin Transfer Stations, Hardin Sewer Treatment Plants, Hardin Water Treatment Plants, Hardin Wastewater Treatment Plants, Hardin Stormwater Management Systems, Hardin Flood Control Systems, Hardin Dredging Services, Hardin Construction Services, Hardin Demolition Services, Hardin Excavation Services, Hardin Foundation Services, Hardin Foundation Repair Services, Hardin Foundation Replacement Services, Hardin Foundation Underpinning Services, Hardin Foundation Anchoring Services, Hardin Foundation Bracing Services, Hardin Foundation Stabilization Services, Hardin Foundation Strengthening Services, Hardin Foundation Waterproofing Services, Hardin Foundation Drainage Services, Hardin Foundation Ventilation Services, Hardin Foundation Insulation Services, Hardin Foundation Sealing Services, Hardin Foundation Grouting Services, Hardin Foundation Piering Services, Hardin Foundation Micropiling Services, Hardin Foundation Anchoring Services, Hardin Foundation Bracing Services, Hardin Foundation Stabilization Services, Hardin Foundation Strengthening Services, Hardin Foundation Waterproofing Services, Hardin Foundation Drainage Services, Hardin Foundation Ventilation Services, Hardin Foundation Insulation Services, Hardin Foundation Sealing Services, Hardin Foundation Grouting Services, Hardin Foundation Piering Services, Hardin Foundation Micropiling Services.

## ORDINANCE NO. 2026-01

### AN ORDINANCE AMENDING THE HARDIN CITY CODE REFLECTING LEGISLATIVE CHANGES TO ACCESSORY DWELLING UNITS AND MOBILE HOMES

**WHEREAS**, the City Council (hereinafter “Council”) of the City of Hardin (hereinafter “City”) is generally authorized to adopt ordinances for zoning, per Mont. Code Ann. § 76-2-301 (2025);

**WHEREAS**, the City County Planning Board has made recommendations to change certain parts of the Hardin City Code to reflect changes made by the Montana Legislature.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF HARDIN, MONTANA**, Title 11, Chapter 11 shall be amended by the insertion of certain language (underline) and deletion of other language (~~strikethrough~~), as follows:

#### 11-1-1-1 **GENERAL TERMS DEFINED:**

GROWTH MANAGEMENT PLAN (GMP): The officially adopted growth and change plan defining where the people of Hardin want their community to grow toward and become. The GMP consists of the community's long and short term goals and objects, local history, public facilities plans, information on local economics, population, housing, land uses, natural resources, and the maps and projections therefor. The GMP also describes how its plans are to be implemented, maintained, and coordinated with other government, and how Hardin deals with subdivision growth. The Growth Management Plan may also be known as a Growth Policy.

#### 11-1-2-1: **TERMS PERTAINING TO “USE” DEFINED**

ACCESSORY DWELLING UNIT (ADU): a single self-contained living unit on the same parcel as a single-family dwelling of greater square footage that includes its own cooking, sleeping, and sanitation facilities and complies with or is otherwise exempt from any applicable building code, fire code, and public health and safety regulations adopted pursuant to state law.

- A. An ADU may be attached, detached, or internal to the single-family dwelling unit.
- B. If the ADU is detached from or attached to the single-family dwelling, it may not be more than 75% of the gross floor area of the single-family dwelling or 1,000 square feet, whichever is less

...

DWELLING: A building used entirely for residential purposes. A "single-family dwelling" is a building that contains only one living unit; a "two-family dwelling" is a building that contains only two (2) living units, and a "multiple dwelling" is a building that contains more than two (2) living units. All dwelling units, with the exception of ~~manufactured~~ mobile homes, must meet the building code as adopted by the city.

...

MANUFACTURED (MODULAR) HOME: a single-family dwelling, built offsite in a factory, that is in compliance with the applicable prevailing standards of the United States department of housing and urban development at the time of its production. A manufactured home does not include a mobile home or travel trailer.

~~MANUFACTURED~~ MOBILE HOME PARKS, TRAVEL TRAILER PARKS, AND INDIVIDUAL ~~MANUFACTURED~~ MOBILE HOMES: The following definitions shall be utilized in determining the appropriate classification of manufactured mobile homes , modular homes, and travel trailers:

~~A. Manufactured Home: A dwelling unit that: 1) is not constructed in accordance with the standards set forth in the building code, applicable to site built homes; and 2) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the homesite on its own chassis; and 3) exceeds forty feet (40') in length and eight feet (8') in width.~~

~~BA. Manufactured~~ Mobile Home, Class A: A ~~manufactured~~ mobile home constructed within the last two (2) years, that meets or exceeds the construction standards promulgated by the U.S. department of housing and urban development that were in effect at the time of construction and that satisfies each of the following additional criteria:

1. The home has a length not exceeding two (2) times its width;
2. The pitch of the unit's roof has a minimum vertical rise of one foot (1') for each five feet (5') of horizontal run, and the roof is finished with a type of shingle that is commonly used in standard residential construction;
3. The standard siding consists of wood, hardboard, or aluminum (vinyl covered or painted, but in no case exceeding the reflectivity of gloss white paint) comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction;
4. A continuous, permanent masonry foundation, unpierced except for required ventilation and access, is installed under the home; and

5. The tongue, axles, transporting lights, and removable towing apparatus are removed after placement on the lot and before occupancy.

~~GB.~~ Manufactured Mobile Home, Class B: A manufactured mobile home constructed no more than ten (10) years ago, that meets or exceeds the construction standards promulgated by the U.S. department of housing and urban development that were in effect at the time of construction but that does not satisfy the criteria necessary to qualify the house as a class A manufactured mobile home.

~~DC.~~ Manufactured Mobile Home, Class C: Any manufactured mobile home that does not meet the definitional criteria of a class A or class B manufactured mobile home.

~~ED.~~ Manufactured Mobile Home Park: A residential use in which more than one manufactured mobile home is located on a single lot.

~~F.~~ Modular Home: A dwelling unit constructed in accordance with the standards set forth in the building code, applicable to site built homes, and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. Among other possibilities, a modular home may consist of two (2) sections transported to the site in a manner similar to a manufactured home (except that the modular home meets the building code standards applicable to site built homes), or a series of panels or room sections transported on a truck and erected or joined together on the site.

~~MOBILE HOME: See definition of Manufactured Home Parks, Travel Trailer Parks, And Individual Manufactured Homes.~~

~~MODULAR OR MANUFACTURED HOUSING UNIT: See definition of Manufactured (Modular) Home Parks, Travel Trailer Parks, And Individual Manufactured Homes.~~

...

~~TRAILER OR MOBILE HOME: See definition of Manufactured Mobile Home Parks, Travel Trailer Parks, And Individual Manufactured Mobile Homes.~~

~~TRAILER OR MOBILE HOME PARK: See definition of Manufactured Mobile Home Parks, Travel Trailer Parks, And Individual Manufactured Mobile Homes.~~

**11-1-2-2: DISTRICTS:**

E. R3 residential manufactured home provides a district for single-family manufactured mobile homes.

**11-1-2-3: DISTRICT USES PERMITTED:**

Premises shall be used for the following purposes:

A. In the AO agricultural open space district only for (see also subsection 11-1-0C of this chapter):

Accessory Dwelling Units (ADUs).

Airports and landing fields having prior approval of the federal aviation agency.

Animal clinics and hospitals, including service to large animals, outside runs, and keeping areas permitted.

Cemeteries, including mausoleums; provided, that mausoleums shall be distant at least two hundred feet (200') from every street line and adjoining lot lines, and provided further, that any new cemetery shall contain an area of ten (10) acres or more.

Churches and other places of worship, Sunday school buildings, and parish houses.

Class A and class B ~~manufactured~~mobile homes.

...

B. In the SR suburban residential district only for:

Accessory Dwelling Units (ADUs).

Noncommercial livestock agricultural operations.

Single-family dwellings and class A and B ~~manufactured~~mobile homes with a maximum dwelling unit density of one per net acre.

The homes shall be placed on a continuous wall or footing composed of concrete block.

C. In the R1 single-family district only for (see also subsection 11-1-0C of this chapter):

Accessory Dwelling Units (ADUs).

Churches and other places of worship, Sunday school buildings and parish houses.

Golf courses, but not miniature courses or driving tees.

Home occupations as defined in section 11-1-8-1 of this chapter.

Hospitals and educational, religious, and philanthropic institutions; provided, however, that buildings be set back from all yard lines a distance of at least one foot (1') for each foot of building height.

Multi-family residential as a conditional use.

Private schools with a curriculum similar to public schools, plus nursery, prekindergarten, kindergarten, and other private or special schools.

Public parks, public libraries, public schools, and public community buildings.

Single-family dwellings.

Other uses similar in nature to those listed herein and reviewed as a conditional use.

D. In the R2 general residential district only for (see also subsection 11-1-0C of this chapter):

Class A ~~manufactured~~ mobile homes.

Clubs, lodges, fraternities, and sororities where the chief activity is not business.

Hospitals.

Lodging houses.

Office buildings.

Religious, educational, and philanthropic institutions, but not for animal care.

Uses allowed in the R1 single-family district.

Other uses similar in nature to those listed herein and reviewed as a conditional use.

E. In the R3 residential manufactured home district only for (see also subsection 11-1-0C of this chapter):

~~Manufactured~~ Mobile home parks; provided, that a master plan of the ~~manufactured mobile~~ park layout be submitted for approval by the local government and the state and local health departments. The master plan shall conform to the plat requirements of the ~~city-county subdivision regulations~~ zoning ordinance and be reviewed as a conditional use. The master plan plat will be reviewed considering the following:

1. The maximum allowable density for all ~~manufactured~~mobile home parks shall be nine (9) ~~manufactured~~mobile homes per net acre.
2. For singlewide ~~manufactured~~mobile homes, minimum site dimensions shall be forty feet (40') wide and one hundred feet (100') deep.
3. For doublewide ~~manufactured~~mobile homes, minimum site dimensions shall be fifty feet (50') wide and one hundred feet (100') deep.
4. The ground area occupied by a ~~manufactured~~mobile home, attached storm shed, patio, storage building and off street parking spaces shall not exceed fifty percent (50%) of the total area of the site. In computing the ground coverage, four hundred (400) square feet shall be added to the actual area of the ~~manufactured~~mobile home and the accessory buildings for the two (2) required off street parking spaces. This provision limits to one storm shed, not over ten feet by twelve feet (10' x 12') or one hundred twenty (120) square feet in area per site and said utility building shall be placed on a proper foundation.
5. No ~~manufactured~~mobile home, storm shed or other legal attachments to said manufactured mobile home shall be located less than seven feet six inches (7'6") from the side site line. Detached tool sheds shall be located not less than five feet (5') from the side or rear site lines. The ends of the ~~manufactured~~mobile homes shall be at least ten feet (10') apart when opposing rear walls are staggered, otherwise fifteen feet (15') apart. No portion of a ~~manufactured~~mobile home, or attachment thereto, or tool shed, or any other structure shall be located less than fifteen feet (15') away from any site or property line adjacent to a public right of way.
6. The street right of way shall conform to the widths shown on the ~~preliminary plat~~approved site plan of the ~~manufactured~~mobile home park at the time it was approved.
7. All entrances, exits, lanes, and driveways between rows of ~~manufactured~~mobile homes shall be lighted to provide an intensity of five (5) foot-candles. ~~Manufactured~~Mobile home parks shall be provided with, at minimum, walkways at least two feet (2') wide between the ~~manufactured~~mobile home sites and each service building. Roadways and sidewalks within the parks shall be hard surfaced, either concrete or bituminized.
8. All provisions of water supply, laundry, sewage and fire protection to be provided in any ~~manufactured~~mobile home park shall have been approved by the appropriate city department.

9. Off street parking areas shall be provided in all manufactured mobile home parks at a ratio of at least two (2) car spaces per manufactured mobile home site. At least two (2) car spaces shall be provided on each manufactured mobile home site. The area per one car space shall be at least ten feet (10') wide and twenty feet (20') deep, plus ingress and egress.

10. Recreation areas. There shall be provided, unless previously provided by a park dedication as required by the city subdivision regulations, within each manufactured mobile home park, an adequate site or sites for recreation for the exclusive uses of the park occupants. Such recreation site or sites shall have a minimum area in the aggregate of four thousand (4,000) square feet plus one hundred (100) square feet for each manufactured mobile home site in said park. The recreation sites shall be of appropriate design, provided with adequate equipment, and may be used to meet the one- ninth (1/9) minimum area requirement of the ~~subdivision~~ zoning regulations.

11. All manufactured mobile home parks must provide a completely and permanently landscaped setback area of at least fifteen feet (15') in width around those portions of the park perimeter which border a public right of way. Such areas may contain trees, shrubbery, grass, benches, fences, landscaped water resources, and the like. Setback areas not bordering a public right of way may be used to fulfill the recreation area requirements of the preceding subsection.

12. All manufactured mobile home parks shall have near their main entrances, a marquee or sign on which there shall be an up to date list of the addresses and a diagram of the park layout.

13. All manufactured mobile home parks shall provide one additional space for every five (5) sites as a main parking area to be used by visitors or in the storage of recreational vehicles.

14. Existing manufactured mobile home parks shall not be enlarged or extensively altered unless such alteration complies with the provisions of this subsection E.

15. All manufactured mobile homes shall be equipped with coordinating skirts, manufactured for such purpose, to enclose completely the underside of the manufactured mobile home.

16. All manufactured mobile housing units moved into this zone must be no older than twenty (20) years. Existing units that predate 2016 are nonconforming uses as of this amendment and cannot be replaced unless by a unit no older than twenty (20) years.

A manufactured mobile home replacement permit from the city building inspector must be obtained before a replacement manufactured mobile home is put on any space or lot in the R3 zone.

Trailers older than twenty (20) years proposed to be located outside of a licensed trailer court that have obtained a manufactured mobile home replacement permit from the city building inspector must apply for a conditional use permit.

Trailers older than twenty (20) years proposed to be located in a licensed trailer court that have obtained a manufactured mobile home replacement permit from the city building inspector do not need to also apply for a conditional use permit but still need approval by the city council.

Manufactured Mobile homes and uses allowed in the R1 and R2 districts.

Other uses similar in nature to those listed herein and reviewed as a conditional use.

...

**11-1-5-2: HEIGHT LIMITS ESTABLISHED:**

Height limits shall be as allowed in Section 11-1-6-2.C. except as required in this section and in Section 11-1-5-3. Two (2) stories or thirty feet (30') in all districts except the C1 and I districts shall be allowed. Buildings in agricultural and residential districts shall not exceed 30 feet in height. Buildings in the C1 district shall not exceed in height the width (curb face to curb face) of the street on which they front. Building height in ~~industrial districts~~ the I2 district shall not exceed forty-five feet (45') without approval of the zoning commission. (Ord., 9-3-1974)

**11-1-6-2: YARD AND FAMILY SPACE REQUIREMENTS:**

...

C. In The C1, C2, C3, I1 And I2 Districts: Yard setbacks, height restrictions, and lot coverages for the C and I districts other than residential are as follows:

District	Front Setback	Side Setback	Side Adjacent To Street Setback	Rear Setback	Maximum Lot Coverage	Maximum Building Height <sup>1</sup>
C1	0 feet	0 feet	0 feet	0 feet	n/a	n/a <sup>1</sup>

C2	20 feet	0 feet	10 feet	0 feet	75 percent	45 feet <sup>1</sup>
C3	20 feet	0 feet	10 feet	0 feet	50 percent	<del>25</del> 30 feet <sup>1</sup>
I1	20 feet	0 feet	10 feet	0 feet	75 percent	75 feet <sup>1</sup>
I2	20 feet	0 feet	10 feet	0 feet	76 percent	n/a <sup>1</sup>

1. n/a: Not applicable; see Section 11-1-5-2.

...

**11-1-8-2: ACCESSORY USES PERMITTED:**

...

- I. Accessory buildings, other than accessory dwelling units (ADUs), may not be used for dwelling purposes.

...

**DATE OF EFFECT.**

The amendment to this ordinance shall take effect and be in force thirty (30) days from the date of its second reading and passage by the City Council as required by law.

**FIRST READING AND PASSAGE** By a majority vote of the members present this \_\_\_\_\_ day of April, 2026.

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**POSTED AND MADE AVAILABLE TO THE PUBLIC** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk

**SECOND READING AND PASSAGE** By a majority vote of the members present this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Because of you,  
life doesn't stop.

**BLOOD  
DRIVE**

## **HARDIN COMMUNITY BLOOD DRIVE FIRST ALLIANCE CHURCH**

**FELLOWSHIP HALL 934 1ST STREET W  
THURSDAY APRIL 9TH FROM 12:45 PM TO  
5:45PM**



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MAYOR  
Riley Ramsey

POLICE CHIEF  
Paul M. George Jr.



PUBLIC WORKS DIRECTOR  
Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK  
Andrew Lehr

## PUBLIC NOTICE

The City of Hardin is searching  
for a City of Hardin Resident  
who would be interested in  
serving a 3-year term,  
expiring May 2029,  
on the Police Commission.

Submit a Letter of Interest by  
April 16, 2026 to  
Mayor Riley Ramsey  
406 N. Cheyenne Ave.  
Hardin, MT 59034

For a list of requirements please  
contact City Hall at 406-665-9260 Ext. 104  
or visit the City website at  
[www.hardinmt.com/Notices.html](http://www.hardinmt.com/Notices.html)

MAYOR  
Riley Ramsey

POLICE CHIEF  
Paul M. George Jr.



PUBLIC WORKS DIRECTOR  
Michael Hurff Jr.  
FINANCE OFFICER/CITY CLERK  
Andrew Lehr

March 24, 2026

To Hardin City Residents

The City of Hardin has established a City Police Department. The City is required to maintain a three-person Police Commission. The Police Commission will have a vacancy on May 5, 2026. The Purpose and Role of the Commission is defined below in Montana Code Annotated 7-32-4152, 7-32-4154, 7-32-4155 and is listed below.

*7-32-4152. Term and compensation of members of police commission. (1) The appointees to the police commission shall hold office for 3 years, and one member must be appointed annually at the first regular meeting of the city council or commission in May of each year. However, a member serving on the commission during the hearing or deciding of an appeal under 7-32-4155 shall continue to serve on the commission for that appeal until a decision has been made; a new member may not sit on the commission for business.*

*(2) The compensation of the members of a board must be fixed by the city council or commission, not to exceed \$10 per day or more than \$50 per month for any month for each member in cities of the first and second class.*

*7-32-4154. Role of police commission in examination of applicants for police force. It shall be the duty of the police commission to examine all applicants whose applications have been referred to the commission as to their age, legal, mental, moral, and physical qualifications and their ability to fill the office as a member of the police force. It shall also be the duty of the police commission, subject to the approval of the mayor, to make such rules regarding such examinations not inconsistent with this part or the laws of the state.*

*7-32-4155. Role of police commission in hearing and deciding appeals brought by police officers. (1) The police commission shall hear and decide appeals brought by any member or officer of the police department who has been disciplined, suspended, removed, or discharged by an order of the mayor, city manager, or chief executive.*

*(2) The police commission shall, at the time set for hearing an appeal of a police officer, hear and determine the appeal according to the rules of evidence applicable to courts of record in the state.*

I am searching for a **City of Hardin Resident** who would be interested in serving a 3-year term, expiring May 2029, on the Police Commission. Please submit a letter of interest to the Mayor's Office on or before **April 16, 2026**. In your letter please highlight your goal for serving, experience with employee management, experience in law or law enforcement or any experience that you feel would benefit the Commission. All selected Commissioners must be at least 18 years of age, be a US citizen, hold a high school diploma or GED and not have had any felony convictions.

Respectfully,

A handwritten signature in blue ink that reads "Riley G. Ramsey".

Mayor Riley Ramsey  
City of Hardin