MAYOR
Joe Purcell

POLICE CHIEF
Paul M. George Jr.



#### PUBLIC WORKS DIRECTOR Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK Andrew Lehr

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

# Resolutions or Ordinances Committee & Council Meeting

of Tuesday, November 18, 2025

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

#### **Topics:**

#### City of Hardin

Resolutions or Ordinances Committee – 11/18/2025 6:00 p.m. Council Meeting – 11/18/2025 6:30 p.m.

Start Time: 6:00 p.m. Mountain Time The meeting will open at 5:45 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.

<u>Phone</u>: 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# US

+12532050468,,9897104479# US

Dial by your location

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

Meeting ID: 989 710 4479

Meetings are Audio Recorded ONLY Montana Legislature House Bill 890



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

# Committee Meeting AGENDA

#### **November 18, 2025**

Council Chambers 401 N. Cheyenne and by virtual meeting

Join Zoom Meeting https://us02web.zoom.us/j/9897104479?omn=82457258914

Meeting ID: 989 710 4479

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#### **PUBLIC COMMENT:**

Resolutions or Ordinances

6:00 p.m.

- o Water Deposit
  - Rule 18 of Section 3-3A-19
- Storage and Use of Campers, Recreational Vehicles and Other Temporary Dwelling Units
  - Title 11
- Storage of Campers and Vehicles on Streets

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

Meetings are Audio Recorded Only Montana Legislature House Bill 890

#### **ORDINANCE NO. 2025-03**

# AN ORDINANCE AMENDING THE HARDIN CITY CODE AND THE CASH DEPOSIT AMOUNT REQUIRED FOR NEW WATER SERVICE CUSTOMERS

**WHEREAS**, the City Council (hereinafter "Council") of the City of Hardin (hereinafter "City") desires to modify the Hardin City Code to allow the cash deposit for new customers to be amended from time to time, without an amendment to the ordinance;

**WHEREAS,** the Hardin City Code currently sets the cash deposit at \$150.00 in Rule 18 of Section 3-3A-19;

**WHEREAS**, the Council finds the deposit amount should be set by resolution, rather than by an amendment to the ordinance.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF HARDIN, MONTANA, Title 3, Chapter 3A, Section 19 is amended by the deletion of certain language (strikethrough) and the insertion of a new language (underlined), as follows:

Rule 18: All new customers and all customers that are being reconnected will be required to pay a cash deposit for water service. The deposit will be returned to the new customer if the customer is also the property owner and if the water bill is continuously maintained in a current status for a twelve (12) month period. The deposit amount will be set by Resolution of the City Council, and amended from time to time, as desired. One hundred fifty dollar (\$150.00) The deposit must be paid in full before water and sewer services are provided.

#### 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 PASSA present this day of November, 2	<b>GE</b> By a majority vote of the members 2025.
YEAS	NAYS
	Mayor
ATTEST:	City Clerk

	POSTED AND MADE AVAILABLE TO THE PUBLIC this, 202			
	City Clerk	_		
SECOND READING AND present this day of	D PASSAGE By a majority vote of the me	embers		
YEAS	NAYS			
	Mayor			
	ATTEST:			
	City Clerk			

#### ORDINANCE NO. 2025-04

#### AN ORDINANCE REGARDING STORAGE AND USE OF CAMPERS, RECREATIONAL VEHICLES AND OTHER TEMPORARY DWELLING UNITS IN THE CITY OF HARDIN

**WHEREAS**, the City Council (hereinafter "Council") of the City of Hardin (hereinafter "City") is authorized to adopt ordinances that will preserve peace and order, and secure and promote the general public health and welfare, per Mont. Code Ann. § 7-1-4123 (2025);

**WHEREAS**, the Council finds that overnight camping or the use of temporary dwellings in the City may contribute to crime, blight, rodent infestation, unsanitary conditions, and other undesirable conditions that are contrary to the peace and order, and the general public health and welfare of the City;

**WHEREAS,** the Council finds overnight camping and the use of temporary dwellings should be regulated to promote peace and order, and to preserve the general public health and welfare of the City.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF HARDIN, MONTANA, Title 11, shall be amended by the insertion of a new Chapter, as follows:

#### CHAPTER 3

#### CAMPING, CAMP FACILITIES, AND STORAGE

#### SECTION:

11-3-1:	Definitions
11-3-2:	Prohibition of Camping or Camp Facilities
11-3-3:	Storage of Campers and Recreational Vehicles in the City
11-3-4:	Campers Prohibited in Trailer or Mobile Home Parks
11-3-5:	Penalty
11-3-1:	DEFINITIONS:

CAMP OR CAMPING: means to pitch, erect, create, use or occupy or

otherwise inhabit camp facilities

CAMP FACILITY: includes, but is not limited to, tents, huts, temporary

shelters, structures, vehicles, trailers, campers, recreational vehicles (motorized or non-motorized) designed for use as temporary living quarters, motor homes, camping trailers, tent trailers, truck campers,

STORAGE:

camper vans, or any other item used for the purpose of camping or temporary dwelling. storage of a camper, recreational vehicle, camper van, truck camper, motor home or similar means dry storage, without connection to electricity, and in a manner that is not meant for use as a camping facility. Storage may include protections against rodents or sun damage, but shall not include skirting of any kind.

#### 11-3-2: PROHIBITION OF CAMPING AND CAMPING FACILITIES:

- A. It is unlawful for any person to camp or use a camping facility in the city except in a campground as defined by Mont. Code. Ann. § 50-52-101(1) (2025), or as approved by City Council, and which is in compliance with state and city health, licensing, and zoning provisions.
- B. Exception (not applicable to campgrounds):
  - a. Camping in a tent or camper for a period of five days or less in any thirty (30) period is allowable on any residential property.
    - i. Under no circumstances should the camping facility be connected to city water or sewer services.
    - ii. No more than one camping facility per residential lot.
    - iii. Only campers, motor homes, or recreational vehicles may connect to a source of electricity, and no other camping facility, and such electric connection is only allowed between Memorial Day and Labor Day of each year.
    - iv. No skirting of any kind is allowed on any camping facility parked on a residential lot.
- C. Camping and/or camping facilities are prohibited on city owned property, easements granted to the city for any purpose, public rights of way, regardless of the legal status of the right of way, road, alleys, sidewalks, boulevards, and on property leased by the city.
  - a. The City may abate or cause the abatement of any camp facility, property, or other personal items in the public right-ofway by conspicuously posting a 72-hour notice of abatement. After the 72-hour notice period, any items remaining will be considered abandoned and subject to disposal. No notice is required to abate waste, debris, trash, or to abate a condition impeding traffic or when the condition poses an imminent risk to public health or safety.
  - b. The City may seek the costs of abatement including the costs of towing and impoundment as restitution in a criminal case or as part of a judgement in a civil proceeding.
- D. Camping and/or camping facilities on any empty, vacant, damaged, abandoned, unclaimed, or unused lot is prohibited.

- E. Camping and/or camping facilities on commercial or industrial lots is prohibited, unless the lot is used as a storage facility.
- F. The Mayor or the Chief of Police may grant exceptions to these prohibitions upon application of any person.

#### 11-3-3: STORAGE OF CAMPERS AND RECREATIONAL VEHICLES IN THE CITY

- A. No more than one camper, recreational vehicle, camper van, truck camper, motor home or similar may be stored on a residential lot.
- B. Storage of campers

#### 11-3-4: CAMPERS PROHIBITED IN TRAILER OR MOBILE HOME PARKS

It shall be unlawful for any camper, motor home, recreational vehicle or other camping facility to be stored or placed in any trailer or mobile home park, unless the park is also an established or approved campground.

#### 11-3-5: **PENALTY**

Any person found in violation of this chapter is guilty of a misdemeanor, and is punishable of a fine of up to \$500, or up to 6 months in the county jail, or both and court surcharges. Each day is a separate violation.

#### 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 November, 2025.			
YEAS	NAYS		
	Mayor		
	ATTEST:		
	City Clerk		

POSTED AND MADE AV	AILABLE TO THE PUBLIC this	day of
, -		
	City Clerk	_
SECOND READING AND present this day of	PASSAGE By a majority vote of the me	mbers
YEAS	NAYS	
	Mayor	_
	ATTEST:	
	City Clerk	_

#### 10-3-11: STORING OF CAMPERS OR VEHICLES ON STREETS:

#### 10-3-11-1: PURPOSE:

The purpose of this section 10-3-11 is to protect the public health, safety and welfare by:

- A. Prohibiting abusive long term storage of trailers or motor homes on public street rights of way and public streets, as defined in this section 10-3-11, in order to increase the availability of parking spaces for the use of the general public; and
- B. Prohibiting the placing of unmounted campers and canopies on public street rights of way and public streets, as defined in this section 10-3-11. (Ord. 2003-01, 2-4-2003)

#### 10-3-11-2: DEFINITIONS:

As used in this section 10-3-11, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

CAMPER: A structure designed or with the intended purpose to be mounted upon a vehicle, usually a truck, which provides facilities for human habitation or for temporary outdoor or recreational lodging.

CANOPY: A structure designed or with the intended purpose to be mounted upon a vehicle, usually a truck, which provides security or shelter for things or persons under the structure that is the canopy.

INTENDED PURPOSE: The purpose or purposes for which the vehicle is originally designed, reconstructed, or permanently altered; such as an automobile is designed for transporting persons, a boat trailer is designed for hauling a boat, a truck is designed for transporting goods or persons, a bus is designed for transporting persons, a float is designed for use in a parade, a camper or motor home is designed for use in providing facilities for human habitation away from the usual residence or domicile of the owner or person in control or possession of the camper or motor home.

MOTOR HOME: A motorized vehicle originally designed, reconstructed, permanently altered or with the intended purpose to provide facilities for human habitation.

PUBLIC STREET: That portion of a public street right of way improved, designed, ordinarily used or with the intended purpose of being used for vehicular travel.

PUBLIC STREET RIGHT OF WAY: The entire width between the boundary lines of every way publicly maintained, including alleys, when any part of every way publicly maintained, including alleys, is open to use by the public for purposes of vehicular travel.

TRAILER: Every nonmotorized vehicle designed for being drawn by or used in conjunction with a motorized vehicle.

VEHICLE: Any motorized or nonmotorized device, including a trailer, capable of being moved upon a public street and in, upon, or by which persons or property may be transported or drawn on a public street. (Ord. 2003-01, 2-4-2003)

#### 10-3-11-3: STORING A CAMPER OR CANOPY:

No person owning, possessing or controlling a camper or canopy shall place or allow it to be placed within a public street right of way for any period or time, unless the camper or canopy is mounted on a motorized vehicle intended for the usual use of the camper or canopy. (Ord. 2003-01, 2-4-2003)

#### 10-3-11-4: STORING A TRAILER:

No person owning, possessing or controlling a trailer shall leave it within a public street right of way for more than seven (7) days. (Ord. 2003-01, 2-4-2003)

#### 10-3-11-5: STORING A MOTOR HOME:

No person owning, possessing or controlling a motor home shall leave it within a public street right of way for more than seven (7) days. (Ord. 2003-01, 2-4-2003)

#### 10-3-11-6: NUISANCE; INJUNCTION:

Any violation of this section 10-3-11 is declared to be a nuisance. In addition to any other relief provided by this section 10-3-11, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this section 10-3-11. Such application for relief may include seeking a temporary restraining order, temporary injunction and permanent injunction. (Ord. 2003-01, 2-4-2003)

#### 10-3-11-7: PENALTY:

Any person, firm or corporation violating any provision of this section 10-3-11 shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. (Ord. 2003-01, 2-4-2003)

#### **AGENDA**

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

#### November 18, 2025

#### **AUDIO RECORDING BEGINS**

MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE	R AT 6:30 P.M.		
ROLL CALL: Mayor: Alderpersons: Steven Hopes Rock Massine		Clayton Greer Jeremy Krebs	Chris Sharpe Antonio Espinoza
CONSENT AGENDA: Council Meeting 11/04/20 PUBLIC COMMENT (agenda		Claims	
MAYOR:	items omyj.		
COMMITTEE REPORTS:			
<ul> <li>Personnel Committee</li> <li>Sewer &amp; Water: Mass</li> <li>Law Enforcement: Ho</li> <li>Streets &amp; Alleys: Espi</li> <li>Parks &amp; Playgrounds</li> <li>Finance/Landfill: Gre</li> <li>Resolutions and Ordi</li> </ul>	ine pes noza : Krebs er <b>nances:</b> Sharpe	2	Campers and Vehicles on Streets
<b>SPECIAL COMMITTEES</b> :			
PETITIONS & COMMUNICAT	IONS:		
<ul> <li>UNFINISHED BUSINESS:</li> <li>Hydraulic Plate Compa</li> <li>NEW BUSINESS:</li> <li>Beartooth RC&amp;D project</li> <li>Beartooth RC&amp;D Memo</li> <li>ClearGov - \$12,630.00</li> </ul>	ct update	erstanding	
<ul> <li>STAFF REPORTS</li> <li>Public Works:</li> <li>Finance:</li> <li>Police:</li> <li>Legal:</li> <li>Economic Development</li> </ul>	nt:		
RESOLUTIONS & ORDINANC Ordinance NO. 2025-03 – Amer	<u>ES</u> :	sit Amount Required for N	ew Water Service Customers
PUBLIC COMMENT:			
• •			ra, 10 years; and Julie Stieber, 5 years orn County Newspaper Nov. 19 & 26
<u>City Offices will be Closed</u> : Tuesd p.m. Friday, November 28, 2025	ay, November 27,	2025 for Thanksgiving Day a	nd will be open from 8:00 a.m. to 12:00
Local Government Review Stud	y Commission M	<u>leetings</u> : 3 <sup>rd</sup> Wednesday of e	ach month, TBD Council Chambers
City-County Planning Board Lett	<u>ers of Interest</u> : Di	ue December 3, 2025	
<u>City-County Planning Board Pub</u> in Council Chambers	lic Hearing: Newo	combe and Somes Variance - N	Monday December 8, 2025 at 7:00 p.m.
City of Hardin Job Openings: Ful	l-time positions: P	Police Officer	
CLOSED SESSION - Legal			Meeting adjourned atP.M.

AUDIO RECORDING ENDS

Additions to the Agenda can be voted on by Council to add to the Agenda for the <u>next</u> Council meeting. Agenda items will need to be submitted by Wednesday noon before a Tuesday Council meeting.

## THE COMMON COUNCIL CITY of HARDIN, MONTANA

COUNCIL MEETING: The Regular Council Meeting for November 4, 2025 was called to order at 6:30 p.m. with Mayor Joe Purcell presiding by reciting the Pledge of Allegiance.

The following Aldermen were present: Steven Hopes, Clayton Greer, Chris Sharpe, Rock Massine, and Jeremy Krebs. Antonio Espinoza was excused.

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

Also present physically and by virtual meeting: Several members of the public

MINUTES OF THE PREVIOUS MEETINGS & CLAIMS: Mayor Purcell reported there are two corrections on the minutes of the Council meeting for October 21, 2025. The minutes have Clayton Greer and Chief Paul George, Jr. listed as present; neither were present. Massine motioned to approve the minutes. Hopes seconded. Mayor Purcell noted the corrections are to remove Chief Paul George and Greer from the attendance list. On a voice vote the motion was unanimously approved. Hopes motioned to approve the Public Hearing minutes as written for October 21, 2025. Greer seconded. On a voice vote the motion was unanimously approved.

Greer made a motion to approve the claims for November 4, 2025.

	CLAIM No.	Mo	onthly Total
August, 2025	33035	\$	24,846.50
September, 2025	33036		76,165.90
October, 2025	32967-32971, 32973, 32995-33021, 33023-33031		79,967.37
November, 2025	32974-32994, 33032-33034		6,357.62
TOTAL Submitted		\$	187,337.39

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

#### **PUBLIC COMMENT:**

Jose Funke, resident, voiced his thoughts about the City Police Department and the approved budget for the weapons that are on the agenda.

#### MAYOR

Mayor Purcell voiced "Good Luck" to the candidates that are up for election and "Thanks" to the public for voting.

#### **COMMITTEE REPORTS:**

#### **Personnel Policy/City Policy:**

Mayor Purcell reported the City has openings for full-time Police Officers and a part-time Building Inspector.

#### Sewer & Water:

Massine reported the construction company is digging at the Wastewater Treatment Plant to get ready for concrete before winter hits and the lining of the hill tank is complete and it is back online as of this afternoon.

#### Law Enforcement:

**Streets & Alleys:** 

#### Parks & Playgrounds:

Krebs reported the Splash Pad will be ready in the spring and the first payment will be made for the pavilion. He reviewed how the grants will be used for the project. Krebs reported the sprinklers have been blown out in the parks and the bathrooms have been closed.

**Finance/Landfill:** 

**Resolutions & Ordinances:** 

#### **SPECIAL COMMITTEES:**

#### **PETITIONS & COMMUNICATIONS:**

#### **UNFINISHED BUSINESS:**

Chief Paul George, Jr. provided final quotes for the purchase of glock weapons. He reviewed the quote from Oregon Rifleworks in the amount of \$8,612 for seven guns with RMR's and lights. He noted the current guns the department has are not cost efficient. He had to purchase two of the glocks already for sending recruits to the academy; they provide rounds for the glock weapons and not for the weapons the department currently has. He reviewed the difference in the cost of the rounds the department currently has to purchase to send a recruit to the academy and reasons why he prefers the glock. Sharpe asked about the buy-back of the current guns. Chief Paul George noted the current guns will be bought back for \$550 each. Chief Paul George noted it was presented at the budget meeting and money was put in the budget for that. Krebs noted he voiced opposition to it during the budget season, he thinks the City should use what they have; adding other departments also use the same gun the department currently uses. In his research the most popular one used by police departments is the glock and they are moving to the Tricon Defense sight. There was further discussion about the difference in the guns the department currently uses and the glock. Hopes motioned to approve so the City doesn't have to spend any extra money. Massine seconded. Hopes noted it will be brought up later to make it a permanent weapon with this department. Funke voiced since they approved the glocks; Krebs noted they didn't approve them yet. Funke noted his comment is are we going to see better service. George Toyne voiced they should be more accurate and the Mayor added and overall safer. On a voice vote the motioned passed. (4/1) Krebs voting Nay.

#### **NEW BUSINESS:**

Landa Uffelman Lehman, local business owner, requested road closure of the 200 Block of Center Avenue on Saturday, November 29<sup>th</sup> from 2:00 p.m. to 9:00 p.m. for the Hardin Christmas Stroll. Additional requests included candles, barriers, and garbage cans. Krebs motioned to approve the requests. Massine seconded. On a voice vote the motion was unanimously approved.

Mayor Purcell noted the hydraulic plate compactor will be removed from the agenda; Hurff will look into different quotes and products.

Lehr reviewed quotes received for a Human Resources program from bambooHR, \$8,688.12 for the first year with an additional one-time implementation fee of \$3,000 and Rippling, \$8,336 for the first year. He reviewed the costs, what each software provides, benefits, differences, and implementation time. He noted an HR program will also help streamline the hiring process. He reported both programs provide electronic signatures. The City currently pays for an electronic signature software that would be cancelled; in combination with a decrease in cost for the current grant management program, it will roughly help cover the cost. Lehr recommended approval for bambooHR. Greer motioned to go with the human resources program bambooHR. Massine seconded. On a voice vote the motion was unanimously approved.

Lehr reviewed Pay Application #4, in the amount of \$549,942.09, submitted by the Northcon, Inc. for the Wastewater Treatment Plant Project. Massine motioned to go forward with Pay Application #4 in the amount of \$549,942.09. Hopes seconded. On a voice vote the motion was unanimously approved.

Lehr reviewed a request to extend the American Rescue Plan Act (ARPA) Funding deadline from December 31, 2025 to June 30, 2026 for the Lodge Grass Phase 2 Waste-

water Treatment Facility Improvements Project. Greer motioned to approve the request. Hopes seconded. On a voice the motion was unanimously approved.

Mayor Purcell reported he visited with Hurff and Mayor Quincy Dabney, of Lodge Grass, about the City of Hardin donating a garbage truck and a vac-con truck to the Town of Lodge Grass to help them with their sewer system and garbage pick-up. Knudsen reported Resolution NO. 2422, on the agenda, is a resolution of intent; statute allows municipalities, counties, and the like to transfer property between each other. The requirements are to do a resolution of intent and publish a notice of the intent to do so in the paper. The approval of the new business item and the resolution of intent will authorize the City to advertise. Upon approval of Council he will have a contract between the City and the Town of Lodge Grass available at the next meeting. Hopes motioned to approve the donation. Greer seconded. On a voice vote the motion was unanimously approved.

#### **STAFF REPORTS:**

#### **Public Works:**

Hurff reported the hill tank is back online. He extended a "Thanks" to Council for making the commitment to Lodge Grass; adding "I really appreciate that".

#### **Finance:**

Lehr reported the City received the last pay application that was requested from Montana Department of Natural Resources and Conservation (DNRC) today, in the amount of \$131,026.00, for the Lodge Grass Project. He noted tomorrow he and Robie Culver, of Stahly Engineering, have a review with Montana Coal Endowment Program for the MCEP grant the City received for the Wastewater Project.

Lehr noted Mayor Dabney wanted to say how thankful and appreciative he is of the Council moving forward with the donation.

Lehr reported the City received a letter from Montana Municipal Interlocal Authority (MMIA) notifying the City they will no longer be continuing their Worker's Compensation Program; it will end at the end of this fiscal year. He noted next year the City will have to look for a replacement for worker's compensation purposes. Mayor Purcell provided more details of the situation from his time on the MMIA Board.

#### Police:

Police Chief Paul George, Jr. reviewed calls for service. He reported everyone at the department worked Halloween night and he reviewed an investigation into graffiti.

Chief Paul George, Jr. addressed things that were voiced during public comment.

#### Legal:

Knudsen reported he has two things he would like to bring to Council after talking to the Police Chief and members of the city staff. He asked Council if they are interested in having an ordinance drafted prohibiting extended stays in campers. Sharpe recommended a committee meeting, noting he also has other questions about trailers parked on the road. Knudsen reported the second issue is the water code; Title 3, Chapter 3A, Section 19, Rule 18 establishes by ordinance the amount for a deposit when a water account is started. The amount needs to be amended to match the current deposit of \$250. The proposed amendment to rule 18 would be to insert the words "as set by resolution" instead of having a dollar amount. A Resolutions or Ordinances Committee meeting was scheduled to be held before the next Council Meeting.

#### **Economic Development:**

Tina Toyne reported she has attended trainings, board meeting, and conferences, all focused on strengthening partnerships and advancing the projects the City is working on. She voiced appreciation to the community for sharing their input during public engagement events the City held at the Farmer's Market. City and County officials hosted members of the Coal Board; they were able to see firsthand how their grant funding has helped the area. She attended a Beartooth RC&D board meeting in Roberts and traveled to Billings, MT for their Chamber Community Awards.

Toyne noted her focus has been on the Hardin Depot Project coordinating with BNSF and their insurance providers regarding the improvements to the building; the roof and window repairs are expected to be completed by December 31<sup>st</sup>. She reported she has been assisting a local business owner in applying for an Agritourism grant, she attended a Southeast Montana board retreat in

Billings, and attended a regular Southeast Montana board meeting in Baker. She noted she was able to attend the Fall MEDA Conference in Polson thanks to the MEDA Growth Scholarship she received. The City is preparing the Montana Mainstreet Grant application that will fund implementation of the Wayfinding Project. The City held a public engagement event to gather input for the Visitor Information Center. She and the Mayor met with Cushing Terrell to discuss the Housing Infill and Redevelopment Project; and the Montana Department of Commerce launched a new statewide branding campaign. Toyne reported the new tourism brand is Montana's Big Horn Country; it is entering its visual identity phase. She reported a QR code has been created that is available to the public to choose a flexible tagline. She read aloud the flexible taglines that are available to choose from.

#### **RESOLUTIONS & ORDINANCES:**

Resolution NO. 2422 – To Transfer Equipment to the Town of Lodge Grass, Montana. Greer motioned to approve the resolution. Hopes seconded. On a voice vote the motion was unanimously approved.

#### **PUBLIC COMMENT:**

Laurie Tschetter provided information about problems she had with a rental she had provided an eviction notice to and an incident with a vehicle regarding the same rental. She referenced an incident that happened last December in which she noted she was told the City Officer's would not be responding and that she could call Big Horn County. She noted there is absolutely no reason why her truck company is not being used by the City. Knudsen noted when it comes to holdover tenants and eviction, statutorily the City cannot help her. There was further discussion with Tschetter noting that is not what she was asking for assistance for. Knudsen addressed Council voicing the City cannot assist with evictions; the statue specifically says County Sheriff's Office.

Police Chief Paul George addressed the reason why the City Police Department did not respond to the tenant problem that Tschetter spoke about; it is a civil matter that needed to be handled by the Sheriff's Office. He addressed the vehicle incident, her tow company, and the incident that happened last December that she referenced.

Jose Funke voiced his thoughts about the conversation between Tschetter and Chief Paul George.

Ed Clampitt, noted he works for Tschetter and voiced his support for her and his views about supporting a local business.

#### **ANNOUNCEMENTS:**

Mayor Purcell City Offices will be closed on Tuesday, November 11, 2025 in Honor of Veterans Day. Letters of Interest to serve on the City-County Planning Board will be advertised soon and the Local Government Review Study Commission Meetings are held the third Wednesday of each month in Council Chambers, time to be determined.

The City of Hardin has the following Job Openings: Full-time position - Police Officer and Part-Time position - Building Inspector. Positions are open until filled.

Hopes motioned to adjourn the meeting at 8:19 p.m. Massine seconded. On a voice vote the motion was unanimously approved.

Joe Purcell, Mayor	
ATTEST:	
<b>Andrew Lehr, Finance Off</b>	icer/City Clerk

#### City of Hardin

#### Submitted for Approval

#### November 18, 2025

Month	CLAIM No.		Month	ıly Total
August, 2025	33071		\$	60.00
October, 2025	33039-33060, 33062-33068, 33073-33076, 33078-33082, 33084, 33090		69°	7,856.96
November, 2025	33037-33038, 33069-33070, 33072, 33077, 33083, 33085-33089, 33091		20:	5,268.64
Claims Total (Expenditures)			\$ 900	3,185.60
October, 2025			260	0,520.11
TOTAL Submitted			\$ 1,16.	3,705.71
Cla	ims or Expenditures over \$5,000			
	per Resolution #2189			
Vendor	Purpose	Check #	Am	ount
AQUA-PURE INC	AF 60000 T Polymer chemical WTP	42096	1	4,007.0
MATOVICH OIL CO.	Gas, diesel, DEF, oil, etc	42111	1	1,742.4
iWorQ	Building and Code program	42106		6,000.0
CUSHING TERRELL	Infill & Redevelopment project	42102		5,369.7
FIRST INTERSTATE BANK (MASTERCARD)	Credit card purchases, PD computers, etc	-99438		13,792.0
STAHLY ENGINEERING & ASSOCIATES INC	Engineering for Phase 2 WW Project	42128		34,082.4
STAHLY ENGINEERING & ASSOCIATES INC	Engineering for PER and water projects	42129		12,733.8
SPLASHPADS USA INC	Final Billing on Splash Pad	42116	3	34,000.0
Approved Previously at November 4, 2025 Meeting				
NORTHCON, INC	Pay App #4 for WW Project	-99431	54	19,942.0
MONTANA DEPARTMENT OF REVENUE	CGR Tax from Pay app #4	-99437		5,554.9
Exempt from Resolution 2189				
NORTHWESTERN ENERGY	Electric Utilities	42127	2	20,442.5
Transfer to US Bank Trustee	The second property of the second	40127	1 /	E 4 E 47 1

Transfer to TIFD debt trustee

US BANK NATIONAL ASSOC

42137

154,547.10

Claims Report

For the Accounting Period: August, 2025

Vendor	Claim #	Check	Amount
PAYA SERVICES INC	CL 33071	-99435	60.00

Claims Report

#### For the Accounting Period: October, 2025

Vendor	Clair	m #	Check	Amount
AQUA-PURE INC	CL	33039	42096	14,007.00
TINA M TOYNE	CL	33040	42119	79.40
BIG SKY EXPRESS WASH	CL	33041	42099	113.40
BIG SKY LINEN & UNIFORM INC	CL	33042	-99439	187.20
BIG HORN COUNTY ELECTRIC	CL	33043	42097	2,460.87
BILL'S AUTO PARTS	CL	33044	42101	4,318.95
J P COOKE CO	CL	33045	42107	158.75
KNIFE RIVER INC	CL	33046	42109	1,533.89
MATOVICH OIL CO.	CL	33047	42111	11,742.44
VERIZON WIRELESS	CL	33048	-99442	501.75
VISIONARY BROADBAND	CL	33049	42121	260.22
YOCHUM CONTRACTING INC	CL	33050	42122	176.88
TIMECLOCK PLUS, LLC	CL	33051	-99436	122.32
iWorQ	CL	33052	42106	6,000.00
CUSHING TERRELL	CL	33053	42102	5,369.70
SCL Medical Group - Billings LLC	CL	33054	42115	30.00
HOWARD OLDCHIEF	CL	33055	42105	11.99
THE ORIGINAL BRIEFS	CL	33056	42118	150.00
HOWARD OLDCHIEF	CL	33057	42136	189.99
TINA M TOYNE	CL	33058	42119	37.90
DIS TECHNOLOGIES	CL	33059	42104	1,376.63
BIG SKY LAWN CARE & PLOWING	CL	33060	42100	600.00
UTILITIES UNDERGROUND LOC. CTR.	CL	33062	42120	87.50
ROSS MILLER	CL	33063	42114	170.89
JULIANNA HAMPTON	CL	33064	42108	15.00
SUSAN DAVIS	CL	33065	42117	15.00
DANIEL IRON ROAD	CL	33066	42103	15.00
BIG HORN HOSPITAL ASSOCIATION	CL	33067	42098	250.00
ROBERT W SNIVELY	CL	33068	42113	612.00
NORTHCON, INC	CL	33073	-99431	549,942.09
MONTANA DEPARTMENT OF REVENUE	CL	33074	-99437	5,554.97
FIRST INTERSTATE BANK (MASTERCARD)	CL	33075	-99438	13,792.06
FERGUSON ENTERPRISES INC	CL	33076	42125	10.96
NORTHWESTERN ENERGY	CL	33078	42127	20,442.53
STAHLY ENGINEERING & ASSOCIATES INC	CL	33079	42128	34,082.41
STAHLY ENGINEERING & ASSOCIATES INC	CL	33080	42129	12,733.87
STAHLY ENGINEERING & ASSOCIATES INC	CL	33081	42130	3,932.25
STAPLES	CL	33082	<b>-9944</b> 1	1,593.24
IBS, INC.	CL	33084	42131	1,718.85
ENTERPRISE FLEET MANAGEMENT	CL	33090	-99433	3,459.06

697,856.96

Claims Report

#### For the Accounting Period: October, 2025

Vendor	Clai	m #	Check	Amount
REMIE STEWART	CL	33037	42112	144.50
SPLASHPADS USA INC	CL	33038	42116	34,000.00
HEALTHEQUITY	CL	33069	-99434	74.47
BAMBOOHR LLC	CL	33070	42123	3,724.01
LARICIA SMITH	CL	33072	42124	328.90
INDUSTRIAL COMMUNICATIONS & ELECTRONICS	CL	33077	42126	4,991.00
CROELL INC	CL	33083	-99440	1,346.00
ROCKY MOUNTAIN SCALE WORKS	CL	33085	42132	1,140.00
TACOMA SCREW PRODUCTS INC	CL	33086	42133	89.78
YOCHUM CONTRACTING INC	CL	33087	42134	344.16
WACHTOR ELECTRONICS INC	CL	33088	42135	1,079.66
US BANK NATIONAL ASSOC	CL	33089	42137	154,547.10
ENTERPRISE FLEET MANAGEMENT	CL	33091	-99432	3,459.06

205,268.64

Check Report

#### 11/18/2025

Vendor	Claim #	Check	Amount
AQUA-PURE INC	CL 33039	42096	14,007.00
BIG HORN COUNTY ELECTRIC	CL 33043	42097	2,460.87
BIG HORN HOSPITAL ASSOCIATION	CL 33067	42098	250.00
BIG SKY EXPRESS WASH	CL 33041	42099	113.40
BIG SKY LAWN CARE & PLOWING	CL 33060	42100	600.00
BILL'S AUTO PARTS	CL 33044	42101	4,318.95
CUSHING TERRELL	CL 33053	42102	5,369.70
DANIEL IRON ROAD	CL 33066	42103	15.00
DIS TECHNOLOGIES	CL 33059	42104	1,376.63
HOWARD OLDCHIEF	CL 33055	42105	11.99
iWorQ	CL 33052	42106	6,000.00
J P COOKE CO	CL 33045	42107	158.75
JULIANNA HAMPTON	CL 33064	42108	15.00
KNIFE RIVER INC	CL 33046	42109	1,533.89
MATOVICH OIL CO.	CL 33047	42111	11,742.44
REMIE STEWART	CL 33037	42112	144.50
ROBERT W SNIVELY	CL 33068	42113	612.00
ROSS MILLER	CL 33063	42114	170.89
SCL Medical Group - Billings LLC	CL 33054	42115	30.00
SPLASHPADS USA INC	CL 33038	42116	34,000.00
SUSAN DAVIS	CL 33065	42117	15.00
THE ORIGINAL BRIEFS	CL 33056	42118	150.00
TINA M TOYNE	CL 33040	42119	79.40
TINA M TOYNE	CL 33058	42119	37.90
UTILITIES UNDERGROUND LOC. CTR.	CL 33062	42120	87.50
VISIONARY BROADBAND	CL 33049	42121	260.22
YOCHUM CONTRACTING INC	CL 33050	42122	176.88
BAMBOOHR LLC	CL 33070	42123	3,724.01
LARICIA SMITH	CL 33072	42124	328.90
FERGUSON ENTERPRISES INC	CL 33076	42125	10.96
INDUSTRIAL COMMUNICATIONS & ELECTRONICS	CL 33077	42126	4,991.00
NORTHWESTERN ENERGY	CL 33078	42127	20,442.53
STAHLY ENGINEERING & ASSOCIATES INC	CL 33079	42128	34,082.41
STAHLY ENGINEERING & ASSOCIATES INC	CL 33080	42129	12,733.87
STAHLY ENGINEERING & ASSOCIATES INC	CL 33081	42130	3,932.25
IBS, INC.	CL 33084	42131	1,718.85
ROCKY MOUNTAIN SCALE WORKS	CL 33085	42132	1,140.00
TACOMA SCREW PRODUCTS INC	CL 33086	42133	89.78
YOCHUM CONTRACTING INC	CL 33087	42134	344.16
WACHTOR ELECTRONICS INC	CL 33088	42135	1,079.66
HOWARD OLDCHIEF	CL 33057	42136	189.99

Check Report

#### 11/18/2025

Vendor	Claim #	Check	Amount
US BANK NATIONAL ASSOC	CL 33089	42137	154,547.10
NORTHCON, INC	CL 33073	-99431	549,942.09
ENTERPRISE FLEET MANAGEMENT	CL 33091	-99432	3,459.06
ENTERPRISE FLEET MANAGEMENT	CL 33090	-99433	3,459.06
HEALTHEQUITY	CL 33069	-99434	74.47
PAYA SERVICES INC	CL 33071	-99435	60.00
TIMECLOCK PLUS, LLC	CL 33051	-99436	122.32
MONTANA DEPARTMENT OF REVENUE	CL 33074	-99437	5,554.97
FIRST INTERSTATE BANK (MASTERCARD)	CL 33075	-99438	13,792.06
BIG SKY LINEN & UNIFORM INC	CL 33042	-99439	187.20
CROELL INC	CL 33083	-99440	1,346.00
STAPLES	CL 33082	-99441	1,593.24
VERIZON WIRELESS	CL 33048	-99442	501.75

903,185.60



# Beartooth RC&D



MISSION - TO CULTIVATE RESPONSIBLE REGIONAL ECONOMIC DEVELOPMENT AND RESOURCE CONSERVATION.

VISION - CONNECTING BUSINESSES WITH OPPORTUNITIES TO GROW OUR REGIONAL ECONOMY.

#### **IMPACT HIGHLIGHTS**

# 1 Economic Investment



Facilitated and leveraged a total of \$640,635 in funding (loans, grants, and technical support) for businesses and projects within the City of Hardin and Big Horn County.

#### 2 Job Creation & Retention



121 jobs created in Hardin during the RCDI grant period, supporting local families and workforce. Expanded local capacity with two full-time Economic Development Directors now serving the City and County.

#### 3 Local Reach



Beartooth RC&D is more than a funder - we're a partner. In 2025, we worked alongside 24 local organizations to deliver the technical expertise and strategic planning needed to transform ideas into lasting community assets. We are always eager to provide letters & TA to support Hardin's growth efforts!

### COMMUNITY & REGIONAL INITIATIVES

# 1 Community & Regional Initiatives



Supporting application of the \$1.275M tourism grant, assisting with community outreach, grant applications, & EcDev/housing studies, and clearing Brownfields sites for future community and economic projects.

# Food & Ag: Cultivating Local Growth Directly supporting producers with



grants and TA for essential farm expansion and infrastructure. \$50K grant for Speedy & Flo's greenhouse; TA for Monette Farms' grain bin.

#### 3 Regional Ripple Effect



We collaborate with local leaders to tackle major regional issues. We coordinate with the Crow Tribe on multi-site Brownfields projects. Collaborations with FEMA create long-term, county-wide resiliency and planning benefits.

#### BEARTOOTH RC&D: YOUR PARTNERS IN PROSPERITY

Beartooth RC&D, a state-designated Certified Regional Development Corporation and federally funded Economic Development District, partners with the City of Hardin through an MOU that multiplies local contributions many times over. These funds help attract state and federal dollars that support business growth, foster job creation and retention, and strengthen the City's economy through targeted technical assistance and regional collaboration.



Business Site Selector Tool

An online platform being developed to showcase available sites and attract new business investment in City of Hardin and throughout the region.

\*More info at the back



Rural Energy for America Program

Bringing State Resources Home: By leading the Eastern Montana REAP effort, Beartooth ensures that Hardin and Big Horn County businesses have priority access to vital rural energy grants and technical expertise.



3 Brownfields Program

Beartooth RC&D now controls \$1.46 Million (\$460K Assessment Grant + \$1M RLF) in dedicated funding to clean up and redevelop neglected properties throughout our region. 4 sites in Big Horn County & Hardin (\$231,483) have been assessed + 1 pending.



# Showcasing Our Region.

# Attracting Business.

Creating Growth.



# Beartooth RC&D's Site Selector Tool initiative



#### What is the Site Selector

The Site Selector Tool is an online platform designed to showcase available properties, workforce data, and community assets across our five-county region. It connects businesses, investors, and developers with the information they need to make location decisions quickly and confidently.



#### **Key Features**

- Interactive property search by size, zoning, and readiness.
- Workforce and demographic data to highlight talent pipelines.
- Infrastructure and transportation mapping (utilities, highways, broadband).
- Incentive overlays (Opportunity Zones, TIF districts, tax incentives).
- Exportable, presentation-ready reports with maps and charts.
- Integration with local and regional data sources.

#### Brownfields Redevelopment



A unique feature of our Site Selector Tool will be a Brownfields layer, highlighting redevelopment-ready sites across the region. With available funding support for cleanup and reuse, these sites represent new opportunities for growth and community revitalization.

#### **Get Involved**

Be part of shaping the Site Selector Tool for our region. Attend a stakeholder meeting, share local property data, and help highlight the unique strengths of your community.

#### HOW IT BENEFITS THE REGION

- Promotes business attraction, retention, and expansion.
- Creates a unified regional platform for property marketing.
- Ensures local communities are represented in site selection decisions.
- Supports strategic redevelopment of underutilized properties.
- Strengthens economic resilience across
  Big Horn, Carbon, Stillwater, Sweet Grass,
  and Yellowstone Counties.





# MONTANA FOOD & AGRICULTURE DEVELOPMENT NETWORK

# \*\*\*

1,101

offered 1:1 TA and business consulting to 1,101 businesses and individuals.

\$28.5

MILLION

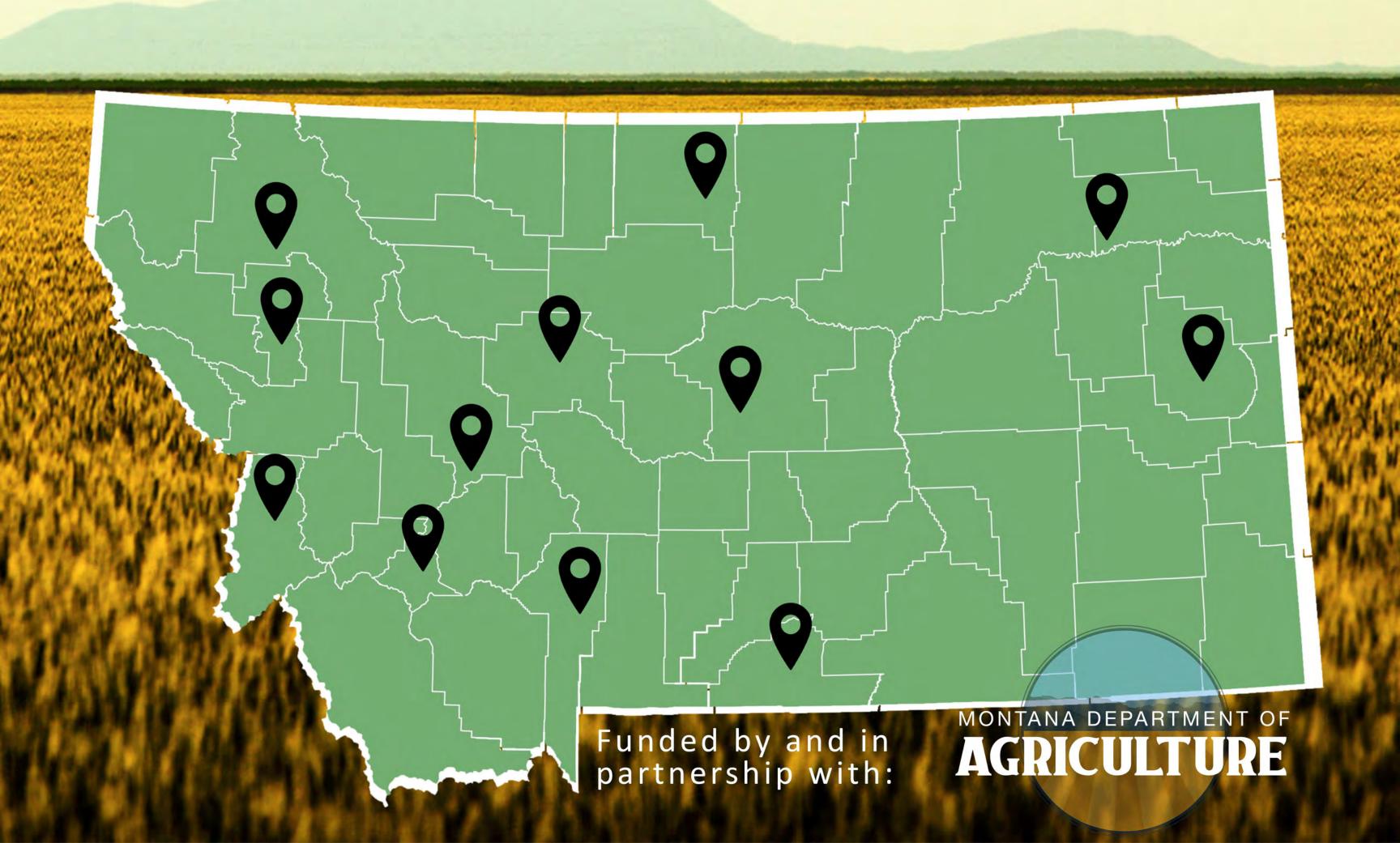
in secured funds for producers & agricultural businesses through private, state, or federal funding.



134

trainings ranging from food safety regulations and understanding local food laws to federal grant application strategies and value-added ag opportunities.

"The mission of the FADC network is to create stronger, more educated, agriculture focused businesses that are better positioned to access capital. By building stronger businesses we are improving the economic viability of our Montana communities."



#### A MEMORANDUM OF UNDERSTANDING

#### Between City of Hardin And the

Beartooth Resource Conservation and Development Area, Inc.

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and between the Beartooth Resource Conservation and Development Area, Inc., whose principal business address is P.O. Box 180, Joliet, Montana, 59041, hereinafter referred to as "Beartooth RC&D" and the City of Hardin (in cooperation with Big Horn County Commissioners and Two Rivers Authority), hereinafter referred to as "the Entity."

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

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

#### NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

#### **ARTICLE 1: SCOPE OF WORK:**

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

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

#### **Annual Evaluation:**

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

#### **ARTICLE 2: PERIOD OF PERFORMANCE:**

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2026,** unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

#### **ARTICLE 3: PAYMENT:**

The Entity's annual contribution will be \$2,250.00 as a "Membership" fee plus a per capita assessment of .29 cents per person. These funds will provide the necessary match to obtain the \$70,000 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for Big Horn County is \$5.960.84. This figure is based on the \$2,250.00 fee plus \$3,710.84 based on a per capita formula whereby a population of 12,796 was used from the 2024 Census. The total calculated fee will be divided into three equal amounts; Big Horn County- 33% or \$1,986.95, City of Hardin-33% or \$1,986.95, and Two Rivers Authority-33% or \$1,986.95.

Annually, the Beartooth RC&D /EDD staff will provide a comprehensive report of the previous year's activity. A new Memorandum of Understanding will be prepared and a request submitted for the next year's match. Entities will be billed for the matching funds after January 1, 2026, for the current year's assessment.

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

#### **ARTICLE 4: EXAMINATION OF RC&D RECORDS:**

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

#### **ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:**

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this Memorandum of Understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. The Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D endeavors.

#### **ARTICLE 6: WARRANTY:**

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

#### **ARTICLE 7: SAFETY:**

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

#### **ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:**

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

#### **ARTICLE 9: APPLICABLE LAW:**

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

#### ARTICLE 10: COMPLIANCE WITH LAWS:

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

#### **ARTICLE 11: CHANGES:**

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D to perform such changed services. The Entity's priority list for project work within their county can be changed at any time. In such case, the District will be informed of this change at the Entity's earliest convenience.

#### **ARTICLE 12: TERMINATION:**

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

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

#### **ARTICLE 13: INDEMNIFICATION:**

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

- 1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;
- 2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the Entity caused by a negligent act, omission, or failure of the Beartooth RC&D; and
- 3. Any fines, penalties, or other amounts assessed against the Entity by reason of the Beartooth RC&D failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from or occurring in the course of the Beartooth RC&D performance of the services. However, this indemnity shall not extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

#### **ARTICLE 14: INSURANCE:**

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

- 1. The Beartooth RC&D agrees that its employees and particularly the employees designated to work on this Memorandum of Understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the Entity should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the Beartooth RC&D will indemnify and hold harmless the Entity for such costs which the Entity may be legally be required to pay to employees of the Beartooth RC&D.
- 2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Upon request, proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.
- 3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

#### **ARTICLE 15: NONDISCRIMINATION:**

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

#### **ARITCLE 16: INDEPENDENT CONTRATOR:**

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

#### **ARTICLE 17: ASSIGNMENT:**

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

#### **ARTICLE 18: NON-WAIVER:**

Waiver by the Entity of any provision of this Memorandum of Understanding or any time limitation provided for in this Memorandum of Understanding shall not constitute a waiver of any other provision.

#### **ARTICLE 19: NOTICES:**

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

CITY:

City of Hardin 406 N. Cheyenne Hardin, MT 59034 RC&D: Beartooth RC&D Area, Inc.

P.O. Box 180 Joliet, MT 59041

#### ARTICLE 20: INTEGRATED AGREEMENT:

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

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

CITY OF HARDIN	BEARTOOTH RC&D AREA, INC./EDD
Joseph Purcell, Mayor	Ryan VanBallegooyen, Chairman
ATTEST:	Date:



#### **Service Order**

#### 2 Mill & Main; Suite 630; Maynard, MA 01754

Created By	Michael Lepore
Contact Phone	781-254-5044
Contact Email	mlepore@cleargov.com

Order Date	Nov 10, 2025
Order Valid If Signed By	Nov 30, 2025

Customer Information					
Customer	Hardin, MT	Contact	Andrew Lehr	Billing Contact	Andrew Lehr
Address	406 N. Cheyenne	Title	Finance Director	Title	Finance Director
City, St, Zip	Hardin, MT 59034	Email	cityfinance@hardinmt.com	Email	cityfinance@hardinmt.com
Phone	406-665-9260			PO # (If any)	

Customer Annual Budgeted Expenditures - All Funds Total	\$15,0	00,00	00
Setup Services	Tier / Rate	Se	rvice Fees
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions	Tier 1D	\$	7,200.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 1D	\$	(1,080.00)
Onboarding Discount: Customer value add	Tier 1D	\$	(3,060.00)
Total ClearGov Setup Service	Fee - Billed ONE TIME	\$	3,060.00
Subscription Services Tier / Rate		Se	rvice Fees
ClearGov Base Platform - Civic Edition	Tier 1D	\$	1,000.00
ClearGov Operational Budgeting - Civic Edition	Tier 1D	\$	8,300.00
ClearGov Digital Financial Reporting - Civic Edition	Tier 1D	\$	5,500.00
Bundle Discount: Platform (10%)	Tier 1D	\$	(100.00)
Bundle Discount: Modules (15%)	Tier 1D	\$	(2,070.00)
Total ClearGov Subscription Service Fee - Billed	ANNUALLY IN ADVANCE	\$	12,630.00

ClearGov will provide your Services according to this schedule				
Period	Start Date	End Date	Description	
Setup	Jan 1, 2026	Jan 1, 2026	ClearGov Setup Services	
Pro-Rata	Jan 1, 2026	Jun 30, 2026	ClearGov Subscription Services	
Initial	Jul 1, 2026	Jun 30, 2029	ClearGov Subscription Services	

To be clear,	you will be b	illed as follows		
Billing	Date(s)	Amount(s)	Notes	
Jan 1,	2026	\$1,530.00	One-Time Setup Fee	
Jan 1,	2026	\$6,315.00	6 Month Pro-Rata Subscription Fee	
Jul 1,	2026	\$1,530.00	One-Time Setup Fee	
Jul 1,	2026	\$12,630.00	Annual Subscription Fee	
Additional subse	cription years an	d/or renewals will be billed an	nually in accordance with pricing and terms set forth herein.	
		E	Billing Terms & Conditions	
Valid Until	Nov 30, 2025	Pricing set forth herein is valid o	ricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.	
Payment	Net 30	All invoices are due Net 30 days	from the date of invoice.	
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.		
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.		

General Terms & Conditions		
Customer Satisfaction Guarantee	During the first sixty (60) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.	
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.	
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provide to ClearGov demonstrating Customer's exemption from such taxes.	
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service (s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.	
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.	
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.	

	Customer		
Signature			
Name	Andrew Lehr		
Title	Finance Director		

	ClearGov, Inc.
Signature	
Name	Bryan A. Burdick
Title	President

#### Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)					
Select Order Type for this Service Order	NL	If XS: Original Service Order Date			

#### Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

#### **ClearGov Responsibilities**

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users via video conference and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

#### **Customer Responsibilities**

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



# We make the tools. You make the difference.

Say hello to affordable, user-friendly software built just for the public sector.

# A solution your department heads will thank you for.





ClearGov's collaborative budgeting software turns the traditional challenges of creating an operating budgeting into an efficient, seamless process.

- ✓ Create an intelligent forecast with ease
- ✓ Initiate your baseline budget with a single click
- ✓ Streamline requests and approvals
- ✓ Access visual breakdowns of historical vs actuals
- ✓ View the impact of budget changes instantly

ClearGov							€ 8
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#### Streamline the process from baseline to adoption through amendments.

#### Visualize metrics in a powerful dashboard

Dive into your budget data with our interactive dashboard that updates in real-time to reflect edits to your budget as they're made.

#### Track budget versions with ease

Gain a complete view of all your funds, edit line item and sub-line item details, and save versions of your budget as it progresses.

#### Flexible options for multi-year budgeting

Plan for annual, biennial, or multi-year budget cycles with accurate end-of-year projections and efficient future forecasts.

#### Strengthen collaboration across teams

Invite team members to submit funding requests easily and centralize all justification notes, attachments, and more.

#### View changes in an audit trail

Know who changed what and when. Our audit trail captures all changes to create a comprehensive historical record.

#### **Create reports effortlessly**

Easily create, customize, and export tailored reports for a comprehensive view of your budget.



Pulling data from our financial software and putting it in Excel creates a lot of room for errors. We spent hours laboriously reconciling data across multiple spreadsheets and tabs, and every time a last minute change was made it created a ripple effect that triggered more reconciliation. ClearGov eliminated that reconciliation and shaved off more than 70 hours from our annual budget process.

- Courtney Sladek, City Manager, City of El Campo, TX

Get a Demo





#### Resources

Unlock the value of Operational Budgeting with the resources below. Explore a video demo and hear success stories to discover how ClearGov streamlines the budget process with a collaborative approach.



#### Micro-Demo: Operational Budgeting in Under 3 Minutes

Watch a short video offering an overview of Operational Budgeting features, showcasing the product's user interface and workflows.





#### Client Testimonial: Success Stories in Their Own Words

Hear directly from Fair Oaks Ranch, TX as they share their experience using ClearGov and the success they've had with the platform.





#### **Case Study: Real-World Achievements**

Read about a client who faced challenges and used Operational Budgeting to find effective solutions that transformed their processes.





The department heads have really liked Operational Budgeting; it was easier for them to use. We didn't have to send them the entire budget sheet and they had to find their section; I could just send their section to them and they updated it.

- Sue Iverson, Finance & Accounting Manager Red Wing, MN



Get a Demo



#### **Build interactive financial** reports in record time.





#### **Digital Financial Reporting**

This purpose-built solution simplifies formatting, streamlines collaboration, and ensures a clear presentation of your organization's financial information.

- Build pages quickly with pre-built templates
- Save time with automatic data updates
- Add pages easily and customize each section
- Meet GFOA award criteria for an ACFR easily
- Present online and PDF versions effortlessly

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#### Financial reports and ACFRs made impossibly easy.

#### **Build your financial reports with ease**

Simplify financial statement creation and save time with pre-built templates that free you from the tedious Excel struggles and frustrations.

#### Save time with an intuitive mapping workflow

Streamline financial statement preparation with intelligent mapping. Effortlessly link your data sources and ensure consistency throughout.

#### Strengthen collaboration across departments

Centralize communication between teams and auditors, accelerate approvals, and ensure ADA compliance with our web-based solution.

#### Follow a GFOA award checklist

Create an ACFR that meets the criteria for the GFOA Certificate of Achievement for Excellence in Financial Reporting (COA) Program.

#### Stay updated with dynamic figures

Save time with dynamic figures that update automatically throughout your document as source data changes.

#### Produce web, mobile, and PDF versions

Present your financial reports in multiple formats — website, mobile, and PDF — to exceed public expectations for optimal viewing.



From beginning to end, I couldn't have asked for better support than I got from ClearGov. I'm proud of what we built and what we will ultimately achieve with what I believe is a great solution.

- Aaron Maynard, Finance Director, Wilson County, TN

Get a Demo



#### **Technical & Security Overview**

#### **ClearGov Hosting Platform**

ClearGov maintains SOC 2 Type 2 compliance covering the Security, Confidentiality, and Availability trust-service categories. ClearGov conducts an annual audit that validates ClearGov's control effectiveness and commitment to continuous assurance.

Our control framework is structured on the AICPA Trust Services Criteria and closely aligned with ISO 27001 standards for information-security management.

The ClearGov platform is hosted on **Amazon Web Services (AWS)**, a global leader in secure cloud infrastructure. AWS holds **FedRAMP High** and **DoD IL5** authorizations, supporting U.S. federal agencies such as the Departments of Justice, Defense, and Homeland Security. These certifications demonstrate AWS's ability to host and protect highly sensitive government data in compliance with stringent federal security standards.

AWS manages physical infrastructure, network architecture, and foundational security controls, allowing ClearGov to focus on developing world-class solutions for state and local governments, school districts, and related public-sector organizations. With **ISO 27001** and **FISMA**-certified data centers, AWS prioritizes the protection of customer data and applications. Hosting on the AWS cloud enables ClearGov to scale efficiently and innovate securely while maintaining comprehensive security protections across its environment.

#### How secure is ClearGov?

ClearGov's platform is built on **Amazon Web Services (AWS)**, a global leader in secure cloud infrastructure trusted by government agencies and enterprises worldwide. Hosting with AWS enables ClearGov to leverage enterprise-grade physical, network, and system controls while maintaining full responsibility for application and data-level security.

#### Infrastructure Security

- AWS data centers are independently certified under programs such as SOC 2, ISO 27001,
   FedRAMP High, and DoD IL5, supporting agencies across the U.S. federal, state, and local landscape.
- Multiple geographically dispersed AWS regions ensure availability, redundancy, and resilience against localized disruptions.
- Network protections include web-application firewalls, distributed-denial-of-service (DDoS)
  mitigation, and encrypted data storage using AWS Key Management Service (KMS).

#### **Application and Data Security**

- All data transmitted between clients and the ClearGov platform is **encrypted in transit and at rest** using modern cryptographic standards (TLS 1.2+ and AES-256).
- ClearGov's application architecture follows secure-development best practices and includes
  protections against common web vulnerabilities such as injection and cross-site scripting
  attacks.
- Role-based access controls restrict permissions according to least-privilege principles, ensuring users only access the data and functions necessary for their roles.
- **User credentials** are never stored in plain text; passwords are salted and hashed using strong one-way algorithms.
- **Single Sign-On (SSO)** integration is available, allowing organizations to authenticate through their preferred identity provider while maintaining centralized security policies.

#### **Monitoring and Testing**

- Continuous monitoring and alerting through AWS native services and ClearGov's internal controls safeguard systems against anomalous or unauthorized activity.
- Regular vulnerability assessments, configuration reviews, and independent penetration tests validate the security and stability of the ClearGov platform.
- Findings are prioritized and remediated in alignment with ClearGov's risk-management and change-control policies, ensuring timely and effective mitigation.

#### Where are ClearGov data centers located?

AWS replicates the ClearGov application and data across multiple geographically dispersed data centers to ensure redundancy and availability.

#### What sort of disaster recovery plan is in place?

ClearGov maintains a documented **Business Resilience & Recovery Plan** aligned with SOC 2 and ISO 27001 standards. AWS provides multi-availability-zone redundancy and continuous data replication. ClearGov databases are encrypted and backed up daily across AWS regions, with regular restoration testing to verify recoverability and integrity.

#### Can the ClearGov platform scale to meet demand surges?

Yes. AWS's elastic cloud architecture allows the ClearGov platform to **automatically scale** to meet fluctuations in demand, maintaining consistent performance and availability during periods of peak activity.

#### Does ClearGov leverage AWS Virtual Private Cloud features?

Yes. ClearGov operates within an **AWS Virtual Private Cloud (VPC)**, providing a logically isolated network environment that enhances data protection and enables granular control over routing, access, and monitoring.

#### How do I learn more about ClearGov's hosting solution?

You can learn more about AWS data centers and security measures via the following link:

https://aws.amazon.com/security/?hp=tile

#### **Security FAQs**

#### How is client data stored within the ClearGov platform?

All client data is hosted on **Amazon Web Services (AWS)** in a secure, access-controlled environment. Data is logically separated by organization, and authentication controls ensure users may only access data relevant to their entity. Encryption is enforced both in transit and at rest to maintain confidentiality and integrity.

#### Is the ClearGov platform SOC 2 compliant?

Yes. ClearGov maintains **SOC 2 Type 2 compliance** covering the Security, Confidentiality, and Availability trust-service categories. Our controls are independently audited each year to verify the effectiveness of our security and data-protection practices. ClearGov's hosting provider, **AWS**, also maintains **SOC 2**, **ISO 27001**, and **FedRAMP High** certifications, providing industry-standard assurance across our infrastructure.

#### How often is the ClearGov platform reviewed for adherence to security standards, and how actively is the ClearGov platform monitored?

ClearGov's security program aligns with **SOC 2** and **ISO 27001** standards and includes formal, recurring reviews of control effectiveness. The ClearGov platform is monitored continuously (24x7) for performance, security, and compliance events to ensure the ongoing protection and availability of customer data.

#### **Does ClearGov Support SSO?**

Yes. ClearGov supports **Single Sign-On (SSO)** using modern authentication standards such as **SAML 2.0** and **OpenID Connect**. Organizations can integrate ClearGov with their preferred identity provider (e.g., Microsoft Entra, Okta, OneLogin) to centralize user authentication and improve access control.

#### Can I obtain ClearGov's SOC 2 report or additional security documentation?

ClearGov's SOC 2 Type 2 report and related security documentation can be shared with qualified customers or partners under a mutual Non-Disclosure Agreement (NDA). Requests may be directed to compliance@cleargov.com.

#### How does ClearGov manage third-party vendors?

ClearGov evaluates critical vendors for compliance and security posture prior to engagement and performs ongoing reviews for continued assurance. Vendors that handle customer data must demonstrate adherence to recognized standards such as SOC 2 or ISO 27001, or undergo an equivalent risk assessment.

#### **Service Level FAQs**

#### What level of service availability does ClearGov support?

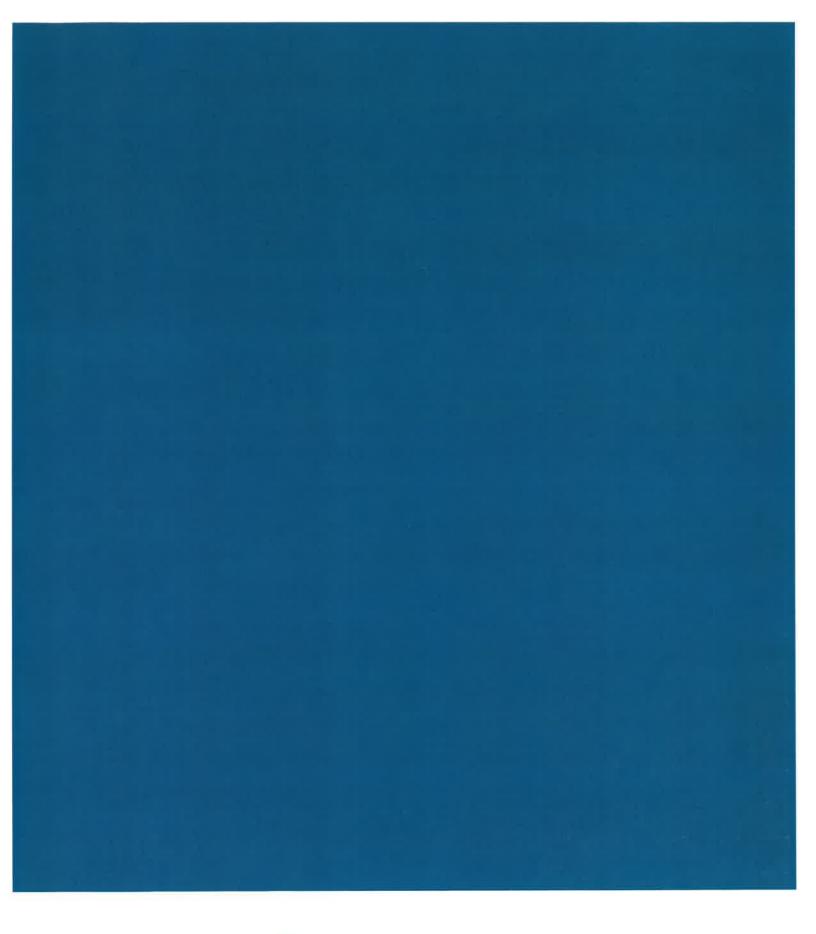
ClearGov solutions are available on a 24/7 basis, with a **target service uptime of 99.9%**. As a cloud-based platform, product updates and patches are deployed seamlessly without user disruption. Any planned maintenance that may require downtime is announced in advance and scheduled outside of normal business hours whenever possible.

#### What is your standard practice for security patch management?

ClearGov's **patch management program** follows defined procedures aligned with **SOC 2** and **ISO 27001** standards. The program includes continuous monitoring for vulnerabilities, proactive assessment of third-party components, and timely deployment of patches based on risk severity and business impact. All updates undergo testing and change-control review to ensure security, stability, and operational continuity.

#### How often does ClearGov schedule planned outages for system upgrades?

The ClearGov platform and applications are architected to avoid downtime during regular maintenance, product upgrades, and emergency patches. On rare occasions when major upgrades require downtime, these events are announced in advance and scheduled during off-peak hours to minimize impact.





MAYOR Joe Purcell POLICE CHIEF Paul M. George Jr.



#### PUBLIC WORKS DIRECTOR Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK Andrew Lehr

# CITY OF HARDIN PUBLIC NOTICE OF INTENT

Notice is hereby given, that on the 4<sup>th</sup> day of November 2025 the City Council approved Resolution NO. 2422: Intent of The City of Hardin, Montana to Transfer Equipment to The Town of Lodge Grass, Montana. The meeting was held at 6:30 p.m. in Council Chambers, located at 401 North Cheyenne Ave, Hardin, Montana, and virtually by Zoom.

The City is in possession of a vac-con truck and a garbage truck which are no longer needed by the City. Resolution NO. 2422 authorizes the intent to transfer the following equipment to Lodge Grass:

- 1. A 1992 Ford L899, Jeter Vac-Con Truck
- 2. A 2000 Freightliner Garbage Truck

For further information please contact the City Finance Office at 406 North Cheyenne Avenue, Hardin, MT 59034 or 406-665-9260 Ext. 102.

Dated at Hardin, Montana, this 12th day of November, 2025.

/s/ Andrew Lehr

Finance Officer/City Clerk

Publish November 19 and 26

MAYOR Joe Purcell POLICE CHIEF Paul M. George Jr.



PUBLIC WORKS DIRECTOR Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK Andrew Lehr

## **PUBLIC NOTICE**

Are you interested in becoming a

#### Member of the

#### City-County Planning Board?

Must reside within City limits.

For additional membership requirements please refer to Montana Code Annotated 2023 Title 76, Chapter 1, Part 2 MCA 76-1-2

Term Expires December 2027 Please Submit a Letter of Interest By December 3, 2025 to

> Mayor Joe Purcell 406 N. Cheyenne Ave Hardin, MT 59034

Please contact City Hall at 406-665-9260 with Questions

#### NOTICE OF PUBLIC HEARING

The Hardin-Big Horn County City-County Planning Board will conduct a Public Hearing at 7:00 PM on Monday, December 8, 2025 in the City Council Chambers, located at 401 N Cheyenne Ave. in Hardin, to receive comments and input concerning a variance request submitted by Joseph Newcombe and Nicholas Somes, and to make a recommendation to the City Council to approve, approve with conditions, or deny the request.

The request, if approved, would allow existing non-conforming buildings to be rebuilt, if necessary, in the same footprint. The subject property is zoned R1 single-family residential and is located at 210 E 7th Street. The property is legally described as Lot 1, Block 8, Hardin Fourth Addition, in Section 23, Township 1 South, Range 33 East, Big Horn County.

The Planning Board will consider all public comments, written or spoken at the public hearing. Written comments may also be submitted to the City-County Planning Board, PO Box 305, Hardin, MT 59034. A copy of the application can be obtained by contacting Forrest Mandeville at 406-690-1933 or forrest@forrestmandevilleconsulting.com.

Publish November 20 and December 4