AGENDA

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

November 4, 2026

AUDIO RECORDING BEGINS

MEETING CALLED TO ORDER AT 6:30 P.M.
PLEDGE OF ALLEGIANCE
ROLL CALL: Mayor: _____
Alderpersons: Steven Hopes _____ Vacant _____ Chris Sharpe _____
George Toyne _____ Jeremy Krebs _____ Antonio Espinoza _____

CONSENT AGENDA:
Council Meeting 10/20/2026 Public Hearing 10/20/2026 **Claims**

PUBLIC COMMENT: 3 minutes per person

MAYOR:

COMMITTEE REPORTS:

- **Personnel Committee/City Policy:** Mayor
- **Sewer & Water:** Hopes
- **Streets & Alleys:** Hopes
- **Law Enforcement:** Toyne
- **Parks & Playgrounds:** Krebs
- **Finance/Landfill:** Vacant
- **Impact Fee Advisory:** Vacant
- **Resolutions and Ordinances:** Sharpe
- **Economic Development:** Toyne

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

UNFINISHED BUSINESS:

- Stahly Engineering – Capital Improvements Plan (CIP) $60,000

NEW BUSINESS:

- Beartooth RC&D project update
- Beartooth RC&D Memorandum of Understanding
- Council Vacancy Appointment
- Create Special Committee for Capital Improvements Plan
- Council Committee Appointments - Assign
- Transfer Cash Reserves to Money Market in WM Account - $420,000
- Northcon, Inc. Pay Application NO. 16 - $982,530.94
- Big Horn County Donation – water truck, driver, and water for relay $440.00
- Crawford Taps – Remove from books $8,523.32
- Axon Contract lease consolidation - $129,730.33

STAFF REPORTS

- **Public Works:**
- **Finance:**
  - First Interstate Bank Investment Account - Quarterly Report
- **Police:**
- **Legal:**
- **Economic Development:**

RESOLUTIONS & ORDINANCES:

Resolution NO. 2460 – Establishing Allowances for the Fire Chief and Assistant Fire Chief
Resolution NO. 2461 – Removing a Certain Elected Official's Authority to Sing for Bank Accounts and Certificates
Resolution NO. 2462 – Adopting the 2024 International Residential Building Code
Resolution NO. 2463 – Adopting the 2024 International Existing Building Code

PUBLIC COMMENT: 3 minutes per person

ANNOUNCEMENTS:

City Website: hardinmontana.gov - email addresses @hardinmontana.gov
City-County Planning Board Public Hearing and Regular Meeting – Monday, November 9, 2026 @ 7:00 p.m.
City-County Planning Board Special Meeting: Monday, November 16, 2026 Time to be Determined
City Offices Closed: Wednesday, November 11, 2026 in Honor of Veterans Day
Notice to Bid: Sewer/Stormwater Inspection Camera System – Due November 5, 2026 by 10:00 a.m.
Letters of Interest to Serve on the City-County Planning Board are due November 25, 2026
City of Hardin Job Openings: Full-time: Police Officer

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.

THE COMMON COUNCIL
CITY of HARDIN, MONTANA

PUBLIC HEARING: The Public Hearing for Montana Department of Commerce's Community Development Block Grant for the Crook Avenue Water Main Replacement Project was opened at 6:03 p.m. by Mayor Ramsey.

Present at the hearing were:
Council Members Steven Hopes, Clayton Greer, Chris Sharpe, Antonio Espinoza, and George Toyne. Jeremy Krebs was excused.

City Staff: Finance Officer/City Clerk Andrew Lehr, Public Works Director Michael Hurff, Jr., Economic Development Director Tina Toyne, Deputy City Clerk Angela Zimmer, and City Attorney Jordan Knudsen.

Also present physically: Members of the Public

Mayor Ramsey opened the meeting for discussion and Public Comment.

Lehr reported the grant requires two Public Hearings; the first one was for the Preliminary Engineering Report (PER) for the Water. He reviewed the project options included in the Water PER. The City is looping in water mains to I-90 and the High School for better fire protection and better water volume in those areas; another water tank; and back up generation at the intake and the water treatment plant. Projects for back-up generators and filter assessments are being done now and those projects will not be started until the studies are done and the City has a plan going forward. The street on Crook Avenue will be replaced; the City will be replacing the water main and stormwater underneath. The project estimate from Stahly Engineering is $2,901,197.50; the portion of replacing the water main is $741,450. He noted up to 30% of the street can be considered part of the water main project.

Lehr noted the most that can be requested for a Community Development Block Grant (CDBG) is $750,000; the City will request the full amount. Lehr reviewed potential impacts and benefits of the communities low to moderate income population. This is a community wide public facility with a water main, it wouldn't benefit just one area of the community, it would benefit the whole community. Lehr reviewed other requirements of CDBG funding. Since the project involves water, sewer, or storm water; the City would need to meet a target rate after the project is over; the target rate is based off of median household income. If the City receives the grant, the planning phase would begin next year, the target rate would need to be met by the end of the project in 2028. The Montana Department of Commerce has set a target rate of $115.89 per month; a combination of water and sewer. The current combined rate is $106 for a ¾ inch meter and would increase the equivalent with the size of the meter. Lehr reviewed the estimate from Stahly Engineering, Engineers Opinion of Probable Cost, in the amount of $2,901,197.50. Included in the estimate are the water main and storm water and street improvements.

Mayor Ramsey asked for more Public Comment. There being no further discussion, the Public Hearing closed at 6:17 p.m.

COUNCIL MEETING: The Regular Council Meeting for October 20, 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, Clayton Greer, Chris Sharpe, George Toyne, and Antonio Espinoza. Jeremy Krebs was excused.

Also present: Finance Officer/City Clerk Andrew Lehr, Public Works Director Michael Hurff, Jr., Economic Development Director Tina Toyne, Deputy City Clerk Angela Zimmer, City Attorney Jordan Knudsen, and Police Chief Benjamin Allen.

Also present: Several Members of the Public

DRAFT

MINUTES OF THE PREVIOUS MEETINGS & CLAIMS: Greer motioned to approve the Council Minutes for October 6, 2026 as written. Hopes seconded. On a voice vote the motion was unanimously approved.

Greer made a motion to approve the claims for October 20, 2026.

	CLAIM No.	Monthly Total
August, 2026	34483	$ 3,699.31
September, 2026	34431-34432, 34434, 34437, 34457, 34459-34460, 34462, 34480-34481, 34485-34486	$ 33,038.91
October, 2026	34435-34436, 34438-34449, 34451-34454, 34456, 34458, 34461, 34463-34470, 34472-34479, 34482, 34484	$ 689,785.26
TOTAL Submitted		**$ 1,026,523.48**

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

PUBLIC COMMENT: 3 minutes per person

Espinoza noted the last meeting was long; someone was here to discuss a topic that was not on the agenda, he had to sit through the whole meeting. He feels it should be moved because some people are here to talk about something that takes three minutes. There was discussion of opening up the first Public Comment for any topic, not just agenda items. Mayor Ramsey noted he is open to calling for Public Comment twice for any discussion.

MAYOR:

Mayor Ramsey reported a Community Meet and Greet for Police Chief Benjamin Allen is scheduled for Thursday, October 29, 2026 from 6:00 p.m. to 7:00 p.m.

COMMITTEE REPORTS:

Personnel Policy/City Policy:

Mayor Ramsey noted meetings will be scheduled to review the Personnel Policy Manual.

Sewer & Water:

Hopes reported he went down to the Sewer Treatment Plant; the project is going as well as expected.

Streets & Alleys:

Hopes reported the City Crew has finished up a few projects and have done Alley Clean-up.

Law Enforcement:

Toyne reported the City Police Department is providing seven-days a week coverage; an applicant is currently going through the hiring process and Officer Joshua Sederes is close to being done with field training.

Parks & Playgrounds:
Finance/Landfill:
Impact Fee Advisory:
Resolutions & Ordinances:

Economic Development:

Alderman Toyne reported Tina Toyne, Economic Development Director, is continuing to work on updates to the Visit Southeast Montana website for local restaurants and coffee shops; she participated on coordination related to the Visitor Information Center, she is working with Tyson Kuntz, of the Employer Exchange Forum, to plan a meeting for local employers; the meeting details are being finalized; She is working on the quarterly report for Montana Main Street; she attended the CTAP meeting with the City-County Planning Board; and she continues working on the Wayfinding Implementation Project. Toyne added HRDC has not been able to hold a board meeting to discuss the consideration of returning four properties to the City; their next meeting is October 27, 2026.

SPECIAL COMMITTEES:

DRAFT

PETITIONS & COMMUNICATIONS:

Mayor Ramsey reported the City received City-County Planning Board minutes from their meeting of September 28, 2026.

Mayor Ramsey reported the City received a letter of resignation from Clayton Greer, Alderman of Ward 2. He extended appreciation for his service to the City.

Letters of Interest will be requested for Alderman Ward 2. Council will make an appointment. Knudsen reviewed the vacancy term adding the position will be on the ballot for the 2028 General Election.

UNFINISHED BUSINESS: N/A

NEW BUSINESS:

Mayor Ramsey noted there was a Public Hearing for the Community Development Block Grant (CDBG) for the Crook Avenue Water Main Replacement. He reported the approval would be to apply for the grant, not to approve the estimate. Greer motioned to approve. Espinoza seconded. On a voice vote the motion was unanimously approved.

Hurff reviewed a quote from Langlas & Associates for the Irrigation Canal Culvert Replacement on Vanzandt Road. The City will not be black topping over the culvert as Council had approved about two meetings ago in the amount of $35,000. He received two additional estimates, one from YCI, in the amount of $41,000 and one from Jason Gasvoda, in the amount of $49,000. Hurff recommended for Council to hold off until springtime; the City can collaborate with local contractors for the City to do some of the work. There was discussion about the culvert replacement. Espinoza asked do we table it or just give him permission to buy the pipe. Knudsen noted the cost of the pipe is part of the packet; he is fine with a motion to just buy the pipe. Hopes motioned to give Hurff permission to purchase the culvert. Greer seconded. On a voice vote the motion was unanimously approved.

Sharpe motioned to approve Pay Application #1 submitted by Langlas & Associates, in the amount of $242,720.52, for the Hardin Visitor Center. Greer motioned to approve the claim. Toyne seconded. On a voice vote the motion was unanimously approved.

Mayor Ramsey reported the City is looking to purchase land at 705 West 3rd Street, Hardin, MT, in the amount of $40,000 plus closing costs. Lehr noted this property was one of the properties proposed through the Infill and Redevelopment Study. Greer motioned to approve. Hopes seconded. On a voice vote the motion was approved. (3/2) Espinoza and Greer voting Nay.

Hurff reviewed quotes for screen cleaning and clear well cleaning at the water intake. Stahly Engineering will come and get measurements on the screens to have more made as a back-up. Inland Potable Services, Inc. was the lowest bidder in the amount of $7,495.00; Midco submitted a quote of $14,335. Toyne asked about the additional cost, in the quote, if it takes more than two days. Hurff reviewed the process and noted it shouldn't take more than two days. Rob Bryson, resident, asked why they have to come measure the screens if the City has this done every few years. Hurff reviewed why the City is looking at getting another set of screens. Greer motioned to approve Inland Potable Services, Inc. screen cleaning and clear well cleaning. Hopes seconded. Lehr noted having the second set of screens will cut out the second day of the divers being here. On a voice vote the motion was unanimously approved.

Lehr reviewed details of the Coal Board Grant for water main and street replacement on Crawford Avenue. The water part of the project is estimated at almost $195,000; adding in a little of the streets total about $210,000 - $240,000 roughly. The City is requesting $150,000 from the Coal Board for the water portion. The engineers estimate for the project is about $347,290. Council will vote on Resolution NO. 2459 regarding the authorization to submit the application to the Coal Board.

STAFF REPORTS:

Public Works:

Hurff reported a local business owner brings in a Christmas tree every year to the Plaza; the City helps set up and decorate the tree. There is $2,000 in the tree budget this year. He reached out to a landscaper for details of purchasing a fifteen to sixteen-foot evergreen tree that would be permanent in the Plaza. There was discussion about the time it would save the City Crew every year. Carole Fox, resident, made a recommendation of a local tree farm.

Finance:

Lehr reported he will cover the Quarterly Report for the First Interstate Bank Investment Account at the next meeting.

Lehr reported today he received correspondence noting the final walk through is being done for the Lodge Grass Project; a project the City helped sponsor. The City is planning to submit three grants next week; a Coal Board Grant, CDBG Grant and METAP (Montana Emergency Tourism Assistance Program), a tourism grant for public safety; equipment for the Hardin Volunteer Fire Department. Auditors, Olness & Associates, PC will be here Friday starting the Fiscal Year 2025 Audit and continuing next week. He spoke with the County Treasurer and the 2026 Tax Statements will be going out soon.

Police:

Police Chief Benjamin Allen reviewed calls for service.

Legal:

Economic Development:

RESOLUTIONS & ORDINANCES:

Resolution NO. 2459 – Authorizing Submission of Montana Department of Commerce Coal Board Application in Support of Repairs to the Water Main for Crawford Avenue. Greer motioned to approve the resolution. Hopes seconded. On a voice vote the motion was unanimously approved.

PUBLIC COMMENT: 3 minutes per person

ANNOUNCEMENTS:

Mayor Ramsey reported Council Vacancy Letters of Interest for Ward 2 are due Friday, October 30, 2026 by 12:00 p.m. He announced the following Employee anniversaries: Eugene Birdinground, 1 year, Moses Gonzales, 48 years; Markus Takes the Horse and Angela Zimmer each 11 years; the new City Website is hardinmontana.gov and all City email addresses use the same prefix with hardinmontana.gov; City Offices are closed Tuesday, November 3, 2026 for Election Day and Wednesday, November 11, 2026 in Honor of Veterans Day; the Council Meeting of November 3, 2026 is rescheduled to Wednesday, November 4, 2026 due to Election Day; and a Notice to Bid for a Sewer/Stormwater Inspection Camera System is due November 5, 2026 by 10:00 a.m.

City of Hardin Job Openings: Full-time positions: Police Officer

Mayor Ramsey announced a Meet and Great for Police Chief Benjamin Allen is scheduled for Thursday, October 29, 2026 at 6:00 p.m.; held in Council Chambers.

Carole Fox asked if the people would have to live in Ward 2 for the letter of interest. Mayor Ramsey clarified they do have to reside in the Boundary and note the Ward Map is online.

Alexandria Edwards announced the Depot is hosting a fundraiser for the Hope Center; haunted Terror on the Track this Friday October 23rd, Saturday, October 24th, and Friday, October 30, 2026 and the Monster Mash is scheduled for Saturday, October 31st on Center Avenue.

Greer motioned to adjourn the meeting at 7:32 p.m. Sharpe seconded. On a voice vote the motion was unanimously approved.

_____

Riley Ramsey, Mayor

ATTEST:

_____

Andrew Lehr, Finance Officer/City Clerk

DRAFT

CITY OF HARDIN
CLAIMS APPROVAL REPORT
Submitted for City Council Approval
November 4, 2026

Month	CLAIM No.	Monthly Total
October, 2026	34511, 34513-34518, 34520-34538, 34540-34542, 34545-34557, 34559-34561	**$102,823.08**
TOTAL Submitted		**$102,823.08**

Claims or Expenditures over $5,000

per Resolution #2189

Vendor	Purpose	Check #	Amount
JORDAN KNUDSEN	LEGAL SERVICES	43276	$9,000.00
BIG HORN COUNTY	ASSESSMENTS FOR FY26-27	43250	$40,583.94
Approved Previously at October 6, 2026 Meeting			
BRAATON CONSTRUCTION & HOME	Constructing gear room at the police dept.	43254	$10,911.00
Approved Previously at October 6, 2026 Meeting			
DESERT MOUNTAIN CORP	ICE SLICER	43262	$9,227.52

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CITY OF HARDIN
Check Report

November 4, 2026

Vendor	Type	Claim #	Check #	Amount
COLJ	CL	34505	43232	$400.00
A-ONE GARAGE DOOR	CL	34513	43244	$1,024.00
AMERICAN WELDING & GAS INC	CL	34491	43245	$356.30
ANDREW LEHR	CL	34488	43246	$82.51
ANIMAL CARE CENTER	CL	34495	43247	$151.46
APA BENEFITS INC	CL	34549	43248	$35.00
ARLYN GREYDANUS	CL	34498	43249	$1,267.75
BIG HORN COUNTY	CL	34560	43250	$40,583.94
BIG SKY RENOVATIONS	CL	34556	43251	$72.00
BIG SKY TIRE & SERVICE CO LLC	CL	34546	43252	$920.00
BOB SCHOEN	CL	34521	43253	$100.00
BRAATON CONSTRUCTION & HOME REPAIR	CL	34510	43254	$10,911.00
CenturyLink	CL	34508	43255	$1,208.67
CITY WATER DEPT	CL	34545	43256	$3,113.07
CUSHING TERRELL	CL	34550	43257	$1,129.06
DANIEL J KLINGENSTEIN	CL	34529	43258	$100.00
DARREL REED	CL	34490	43259	$89.99
DAWN RUDOLPH	CL	34507	43260	$118.46
DENNIS FOX	CL	34524	43261	$100.00
DESERT MOUNTAIN CORP	CL	34537	43262	$9,227.52
DIS TECHNOLOGIES	CL	34517	43263	$1,170.00
ENERGY LABORATORIES INC	CL	34497	43264	$525.00
FINANCIAL SERVICES & PAYROLL	CL	34511	43265	$197.44
GALLS, LLC	CL	34559	43266	$74.99
HARDIN BUILDING CENTER	CL	34547	43267	$69.07
HARDIN DO IT BEST	CL	34492	43268	$534.90
HARRY KAUTZMAN	CL	34525	43269	$100.00
IBS, INC.	CL	34496	43270	$44.68
JACK WEICHMAN	CL	34520	43271	$100.00
JAY LUNDBERG	CL	34528	43272	$100.00
JERRY WEMPLE	CL	34536	43273	$100.00
JIM WEDEL	CL	34531	43274	$100.00
JONATHAN NOTEBOOM	CL	34506	43275	$24.67
JORDAN W KNUDSEN	CL	34553	43276	$9,000.00
KATHERINE M JOHNSON	CL	34534	43277	$50.00
KENTON G KEPP	CL	34527	43278	$100.00
KEVIN CANNON	CL	34541	43279	$100.00
LARRY W VANDERSLOOT	CL	34530	43280	$100.00
LYNN'S SUPERFOODS	CL	34548	43281	$137.63
MARK BETTS	CL	34538	43282	$100.00
Page Total				**$83,719.11**

CITY OF HARDIN
Check Report

Vendor	Type	Claim #	Check #	Amount
MATOVICH OIL CO.	CL	34493	43283	$950.50
MONTANA DAKOTA UTILITIES	CL	34555	43285	$743.82
MONTANA SEPTIC	CL	34487	43286	$1,250.00
MOUNTAIN ALARM	CL	34554	43287	$512.92
NORTHERN CHIROPRACTIC PC	CL	34499	43288	$135.00
PAT BRECKENRIDGE	CL	34522	43289	$100.00
RDO EQUIPMENT	CL	34515	43290	$450.39
ROB BRYSON	CL	34526	43291	$100.00
RON NEDENS	CL	34540	43292	$100.00
SANDRA K BIERY	CL	34535	43294	$50.00
SHANNON ALBERT	CL	34542	43295	$100.00
SIGN SOLUTIONS, LLC	CL	34557	43296	$244.69
STAHLY ENGINEERING & ASSOCIATES INC	CL	34551	43297	$3,068.25
TEDDY J BURROUGHS	CL	34533	43298	$100.00
TERRY BULLIS	CL	34523	43299	$100.00
TIM A WAGNER	CL	34532	43300	$100.00
TOWN & COUNTRY SUPPLY ASSN	CL	34516	43301	$145.00
USA BlueBook	CL	34509	43302	$2,973.53
YOCHUM CONTRACTING INC	CL	34501	43303	$1,622.40
NSI SOLUTIONS INC	CL	34494	-99159	$218.00
HAWKINS, INC	CL	34503	-99158	$2,995.63
APG YELLOWSTONE NEWS GROUP	CL	34504	-99157	$846.09
CENTURYLINK	CL	34514	-99156	$213.15
HAWKINS, INC	CL	34552	-99155	$10.00
BIG SKY LINEN & UNIFORM INC	CL	34561	-99154	$151.90
HEALTHEQUITY	CL	34502	-99153	$113.08
HEALTHEQUITY	CL	34518	-99152	$1,709.62
Page Total				**$19,103.97**
Grand Total				**$102,823.08**

October 27, 2026

City of Hardin
Attn: Mayor Ramsey

Subject: Scope of Work and Fee Agreement – Comprehensive Capital Improvements Plan

Dear Commissioners:

This letter and associated attachment are intended as a Scope of Work for Stahly Engineering & Associates, Inc. to complete a Comprehensive Capital Improvements Plan (CCIP) the City of Hardin. Your approval of this Scope of Work is required per our term agreement approved July 15, 2015, and amended December 16, 2025.That agreement states that any projects assigned to our firm exceeding $10,000 require a detailed Scope of Work and review and approval by the City.

The attached Exhibit A identifies the activities associated with each task anticipated for the services we will provide. The City of Hardin will reimburse Stahly Engineering for services based on time and materials spent on the project and will be subject to all other conditions of the existing term contract.

As the Scope of Work has been approved by City Council, please sign the Notice to Proceed below and return the original to our office. Thank you for the opportunity to provide services to the City of Hardin.

Sincerely,

Stahly Engineering & Associates, Inc.

Robyn Reyes-Boyle
Planning/Grants Department Manager

Clint Smith, C.E.T.
Helena Regional Manager

NOTICE TO PROCEED
Stahly Engineering & Associates is hereby granted a notice to proceed for the City of Hardin Comprehensive Capital Improvements Plan for the City of Hardin:

Owner: City of Hardin

Authorized Signature: _____

Title: _____

Date: _____

City of Hardin Comprehensive Capital Improvements Plan (CIP)

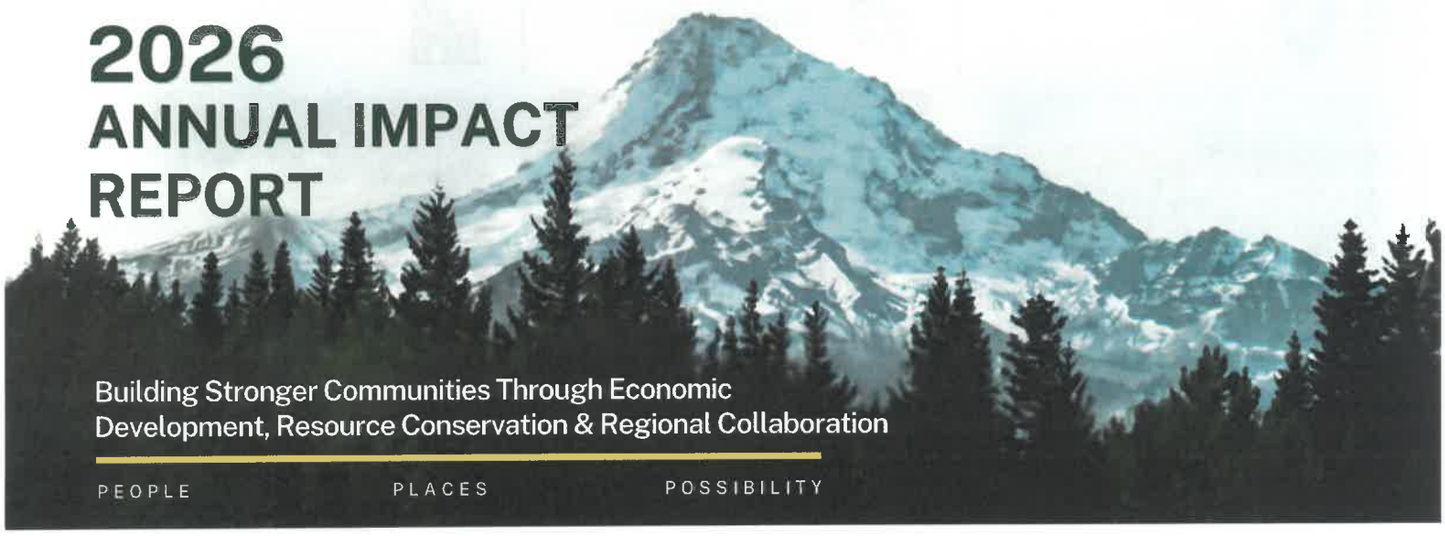
Scope of Work and Cost Estimate

Stahly Engineering Tasks	*Expectations of City Personnel*	*Estimated Cost per Task*
Assessing Needs ▪ Facilitate and organize needs assessment meetings with local government officials, department heads, public ▪ Develop surveys and means for public input ▪ Inventory and assess existing facilities ▪ Meet with Department Heads regarding projects identified (as needed) ▪ Engineering evaluation of potential project needs ▪ Establish preliminary cost estimates	*Assessing Needs* ▪ Participate in needs assessment meetings with department heads and public ▪ Provide lists and assistance with the inventory of existing facilities ▪ Provide historic and up to date financial information	*$20,000*
Prioritizing Needs ▪ Facilitate prioritization process including establishment of ranking criteria ▪ Summarize needs and assist Hardin personnel/council with prioritizing projects	*Prioritizing Needs* ▪ Establish ranking criteria ▪ Assist with research regarding projects identified ▪ Approve ranking of projects	*$6,000*
Evaluate Funding Options ▪ Provide information about potential funding sources ▪ Review City finances and recommend funding alternatives	*Evaluate Funding Options* ▪ Identify existing funding mechanisms utilized by the City ▪ Assist with review of City finances	*$3,000*
Complete a Written Document ▪ Ensure compliance with potential funding agency requirements ▪ Provide draft and final documents for review to Hardin personnel/council, MCEP, and the public ▪ Assist with advertising availability to public and preparing document for public presentation	*Review Written Document* ▪ Provide timely comments on draft versions in order to have the CIP prepared for budgeting process ▪ Make document available to public for review and provide opportunity for comments	*$20,000*
Adoption and Implementation ▪ Assist with implementing yearly goals of the CIP	*Adoption and Implementation* ▪ Formally adopt the CIP ▪ Commit to projects identified ▪ Review the CIP each year in conjunction with the budgeting process	*$3,000*
Expenses • Trips and per diem • Hard copies of the final document	*Expenses*	*$3,000*
	TOTAL ESTIMATED COST FOR ACTIVITIES RELATED TO CCIP	*$55,000*

Beartooth RC&D
Resource Conservation & Development

City of HARDIN Montana

2026 ANNUAL IMPACT REPORT



Building Stronger Communities Through Economic Development, Resource Conservation & Regional Collaboration

PEOPLE PLACES POSSIBILITY

REGIONAL IMPACT AT A GLANCE

REAL PARTNERSHIPS, MEASURABLE RESULTS

$9.2M
Funding Leveraged

Financial resources to support community growth

211
Jobs Created & Retained

Supporting the workforce to empower community business growth

124
Businesses & Organizations Served

Providing technical assistance and project support across the region

27
RLF Loans Funded

Helping businesses access capital to drive growth and expansion

KEY IMPACT AREAS

STRATEGIC FOCUS: LASTING CHANGE

ECONOMIC DEVELOPMENT

Over $6 million in loans, grants, and funding for opportunities to support regional growth.

BUSINESS GROWTH & WORKFORCE TRAINING

- Provided 12 regional training opportunities, including Business Strategy, Digital Marketing, Financial Management, Lean 101, Good Manufacturing Practices, and HACCP.
- Trainings were conducted in Billings and Columbus for ease of attendance.
- $28K in grants were applied for and awarded for these trainings.

FOOD AND AGRICULTURE

- Applied for $475K in grants for the entire region: $166K was awarded.
- 87 jobs created/retained.

BEARTOOTH RC&D

STRONG PARTNERSHIPS, STRONGER COMMUNITIES

Economic Development Resource Conservation Community Collaboration

Strategic Initiatives

Investing in Our Communities & Regional Economy

GURU



Site Selection Tool

Highlighting agricultural sites and commercial properties to attract and drive new business growth across the entire region.

CONNECTING INVESTORS WITH OPPORTUNITIES

Rural Energy for America Program



REAP

Helping rural businesses and agricultural producers access energy efficiency resources, grants, and technical expertise.

POWERING SUSTAINABLE COMMUNITIES

Brownfields Redevelopment



ASSESSMENT AND REDEVELOPMENT FUNDS

- $460K dedicated to assessment of 12 unutilized properties throughout the region, with $280K paid to QEP's.
  - $202, 397 utilized in Big Horn County
- $1M to redevelop and revitalize contaminated properties.

TRANSFORMING SITES INTO OPPORTUNITY

Community Impact

Supporting people, businesses, and communities in Big Horn County.

Revolving Loan Fund

4 loans totaling $513,776

$983,376 leveraged, providing growth capital to businesses and supporting expansion throughout Big Horn County.

Technical Assistance

2,235 Hours

Providing technical assistance to small businesses and entrepreneurs.

178 of these hours dedicated to Big Horn County businesses.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)

$20,000

Grant applied for and awarded to identify blighted properties and discover redevelopment opportunities in the City of Hardin.

The BRCD Ripple Effect

Local investment, lasting change.

Economic & Community Support → Business Investment → Job Creation → Stronger Communities = Regional Prosperity

Beartooth RC&D
Resource Conservation & Development

Every dollar invested through Beartooth RC&D helps create opportunities for businesses and strengthens communities throughout the entire region, supporting long-term economic vitality.

BEARTOOTH

RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.

October 23, 2026

Dear Big Horn County Commissioners and City of Hardin Council Members,

Thank you for your continued partnership with Beartooth RC&D. We greatly value our longstanding relationship with both of you and appreciate your shared commitment to supporting economic development, community improvement, and regional prosperity.

In preparing our 2027 Memorandums of Understanding, we have been reviewing the funding structure that has historically been used for Big Horn County. For many years, the county assessment has been divided equally among Big Horn County, the City of Hardin, and Two Rivers Authority.

Based on previous conversations with both City and County personnel regarding Two Rivers Authority's participation in the MOU funding structure, we believe it is appropriate to update this arrangement moving forward. Rather than continuing to allocate one-third to an entity that has not participated for years in the funding partnership, we are proposing a revised structure that divides the Big Horn County assessment equally between Big Horn County and the City of Hardin.

Under this approach:
- Two Rivers Authority will no longer be included as a participant in the MOU funding structure.
- The total annual Big Horn County assessment will remain unchanged.
- Big Horn County's 2027 assessment will be $2,974.04.
- The City of Hardin's 2027 assessment will be $2,974.04.

We believe this approach provides a simple, transparent, and equitable funding structure while ensuring continued support for the economic and community development services provided throughout Big Horn County.

Over the years, Beartooth RC&D has worked closely with both the County and the City on a variety of initiatives, including grant development, Brownfields assessments, project implementation, business assistance, community development efforts, and other regional priorities. We remain committed to supporting opportunities that strengthen Big Horn County and improve quality of life for its residents.

We welcome discussion and feedback on this proposal. Our goal is to maintain a fair and sustainable partnership structure that reflects the organizations actively participating in and supporting economic and community development efforts within the region.

Building Stronger Communities
Beartooth RC&D
Beartooth Resource Conservation & Development Area, Inc.

128 So. Main St.
P. O. Box 180
Joliet, MT 59041

PHONE 406-962-3914
FAX 406-962-3647
WEBSITE www.beartooth.org

Please feel free to contact me with any questions or comments regarding this proposal. We appreciate your partnership and look forward to continuing our work together.

Sincerely,

Myrna Lastusky

Myrna Lastusky
Interim Executive Director

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),** 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, 2027,** 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 **$5.948.08**. This figure is based on the **$2,250.00** fee plus **$3,698.08** based on a per capita formula whereby a population of **12,752** was used from the 2025 Census. The total calculated fee will be divided into two equal amounts: Big Horn County - 50% or **$2,974.04**, City of Hardin -50% or **$2,974.04.**

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, 2027, 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 $750,000 per claim and $1,500,000 per occurrence and $2,000,000 aggregate for personal injury; and $1,000,000 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 $1,000,000.

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

_____
Riley Ramsey, Mayor

BEARTOOTH RC&D AREA, INC./EDD

_____
Mike Boyett, Chairman

ATTEST: _____ Date: _____

Honorable Mayor and City Council Members,

October 23, 2026

Letter of Interest for Ward 2 City Council Appointment

I am writing to express my interest in being appointed to the vacant Ward 2 City Council seat. I understand that this appointment would end December 2027, at which time the seat would be filled by being placed on the November 2027 ballot.

Hardin is more than the place I live. It is my home, my community, and a place I care deeply about. Over the years, I have participated in community projects, serving on various boards and held the ward 3 Council seat for 5 years, working alongside residents who also want to see Hardin thrive. Those experiences have strengthened my belief that local government works best when elected officials are accessible, prepared, and genuinely committed to serving the people they represent.

Last year, I chose to run for the Ward 3 seat because I wanted to be part of the conversations and decisions shaping our community's future. Through that experience, I had the opportunity to speak with many residents, listen to their concerns, and learn what matters most to them; turns out our concerns align. Those conversations only deepened my commitment to public service and my desire to help make a positive difference.

I believe I can bring a thoughtful, practical, valuable and collaborative approach to the Council discussions. I understand the importance of listening before acting, asking questions, and making informed decisions that are in the best interests of both Ward 3 citizens and the city as a whole. As a woman who has lived, worked, raised a family in this community, I am prepared to serve immediately and to dedicate the time and effort necessary to fulfill the responsibilities of the position while working respectfully and collaboratively with fellow members.

I currently serve on the City-County Planning Board, County Planning Board/Chairman and the Big Horn Dispatch Board/Community Member (no meetings as of yet). I have worked for the City of Hardin in the City Parks; the Street Crew (during the period where we laid sewer and water lines, replaced streets and laid in asphalt, repaired streets), Sewer Treatment Plant Operator, Finance Officer and Served 5 years as a City Councilwoman. Thereafter, I worked in new construction pipeline. I worked across Montana, North Dakota, South Dakota, Wyoming, California, Utah and Nevada where I worked with large gas companies (ONEOK, Kern River, Targa, WBI, CENEX) as a 3rd party inspector (Certified Welding Inspection/ Certified Coating /Corrosion Inspection or Occupational Safety. 3rd party inspection provides independent unbiased verification that processes meet required quality, safety and regulatory standards.

It would be an honor to represent my community and continue working to advance Hardin into community we are all proud to call home. Here's a more personal version that speaks from the heart while still sounding professional and respectful:

Thank you for your consideration.

Respectfully,

Karla Roods

Karla Roods

Ward 2 Resident
Hardin, Montana

Mayor Riley Ramsey,

I am subitting my name for the position of City Council, Ward two.

My name is Randy Mercier, I have lived in Hardin since 1990. Hardin is my home and I would like to beable to help make it a better town.

I see growth happening in Hardin, and I would like to be a part of it.

I am retired. I worked 17 years for Hardin School district. And also worked building the power plant, worked on the Hardin prison.

I am involved in the City Goverment study group.

Thank you for this opportunity.

Randy Mercier

CITY OF HARDIN
2026
Council Committee Appointments

PRESIDENT OF THE BOARD
Jeremy Krebs

SEWER AND WATER
Steven Hopes – Chairperson
Clayton Greer
Chris Sharpe

LAW ENFORCEMENT
George Toyne – Chairperson
Chris Sharpe
Clayton Greer
Steven Hopes

STREETS AND ALLEYS
Steven Hopes – Chairperson
Jeremy Krebs
Clayton Greer
George Toyne

PARKS AND PLAYGROUNDS
Jeremy Krebs – Chairperson
Steven Hopes
Chris Sharpe
Clayton Greer

RESOLUTIONS OR ORDINANCES
Chris Sharpe - Chairperson
Steven Hopes
Antonio Espinoza

FINANCE
Clayton Greer- Chairperson
Jeremy Krebs

LANDFILL
Clayton Greer – Chairperson
Steven Hopes
Chris Sharpe
George Toyne

CITY POLICY MANUAL
Mayor– Chairperson
Jeremy Krebs
Antonio Espinoza

ECONOMIC DEVELOPMENT
George Toyne – Chairperson
Steven Hopes
Clayton Greer

IMPACT FEE ADVISORY COMMITTEE (Sewer & Water)
Clayton Greer – Chairperson
Steven Hopes
George Toyne
Brian Seely – Community Representative

Mayor available as needed on all committees.

Updated 7/08/2026

RECEIVED

OCT 30 2026

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.:**	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		

Application No.: 16 **Application Date:** 10/29/2026

Application Period: From 10/1/2026 to 10/31/2026

1. Original Contract Price				$ 13,385,736.00
2. Net change by Change Orders				$ 589,937.77
3. Current Contract Price (Line 1 + Line 2)				$ 13,975,673.77
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)				$ 9,557,141.13
5. Retainage/MT Gross Receipts				
a. 5%	X	$ 9,557,141.13 Work Completed =	$ 477,857.06	
b.	X	$ Stored Materials =	$ -	
c. Total Retainage (Line 5.a + Line 5.b)				$ 477,857.06
6. Amount eligible to date (Line 4 - Line 5.c)				$ 9,079,284.07
7. Less previous payments (Line 6 from prior application)				$ 8,086,828.57
8. Amount due this application				$ 992,455.50
9. Less MT Gross Receipts Tax (1%)				$ 9,924.56
10. Current Payment Due				$ 982,530.94
11. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)				$ 4,896,389.70

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: Tonya Daniels **Date:** 10/30/2026

Recommended by Engineer		Approved by Owner	
By:		**By:**	
Title:	Chief Operating Officer	**Title:**	
Date:	10/30/2026	**Date:**	
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

EJCDC 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	**Owner's Project No.:**	C301316
Engineer:	HDR Engineering, Inc.	**Engineer's Project No.:**	10332175
Contractor:	Northcon, Inc.	**Contractor's Project No.:**	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		

Application No.: 16 **Application Period:** From 10/01/26 to 10/31/26 **Application Date:** 10/29/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
			Original Contract					
1	Mobilization	345,968.00	341,951.00	4,017.00		345,968.00	100%	-
2	Mobilization Subs	153,630.00	149,572.60	4,057.00		153,629.60	100%	0.40
3	General Conditions	470,488.00	469,744.00	-		469,744.00	100%	744.00
4	Divisions 1 (16 Months)	1,813,900.00	1,638,748.00	43,750.00		1,682,498.00	93%	131,402.00
5	Demobilization	138,387.00				-	0%	138,387.00
	HEADWORKS					-		-
6	Excavation	170,000.00	167,500.00	-		167,500.00	99%	2,500.00
7	Building Work Concrete	299,288.00	299,288.00	-		299,288.00	100%	-
	HEADWORKS MECHANICAL					-		-
8	Labor	22,317.00	2,300.00	15,700.00		18,000.00	81%	4,317.00
9	Material	13,911.00	10,455.00	3,456.00		13,911.00	100%	-
10	Equipment	144,920.00	101,500.00	43,420.00		144,920.00	100%	-
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	2,215.00	-		2,215.00	100%	-
15	Project Management	50,550.00	25,000.00	14,000.00		39,000.00	77%	11,550.00
	HEADWORKS ELECTRICAL					-		-
16	Light Fixtures	18,000.00	10,200.00	-		10,200.00	57%	7,800.00
17	Switchgear	75,000.00	43,206.78	13,000.00		56,206.78	75%	18,793.22
18	Controls	110,000.00				-	0%	110,000.00
19	Material	72,500.00	34,172.00	2,900.00		37,072.00	51%	35,428.00
20	Labor	115,000.00	42,030.00	30,000.00		72,030.00	63%	42,970.00
	HEADWORKS BUILDING CONSTRUCTION					-		-
21	Precast Wall Panels	235,000.00	235,000.00	-		235,000.00	100%	-
22	Labor	120,000.00	101,000.00	3,000.00		104,000.00	87%	16,000.00
23	Cabinets	33,000.00	5,701.00	-		5,701.00	17%	27,299.00
24	Roofing	97,500.00	20,000.00	-		20,000.00	21%	77,500.00
25	Doors	25,000.00				-	0%	25,000.00
26	Metal Works/Decking/Fiberglass	130,000.00	13,000.00	-		13,000.00	10%	117,000.00
27	Fire Stop and Sealants	12,000.00		5,000.00		5,000.00	42%	7,000.00
28	Mechanical Hardware	975,000.00	199,500.00	270,000.00		469,500.00	48%	505,500.00
29	Labor	93,000.00	39,000.00	-		39,000.00	42%	54,000.00
30	Plumbing	65,000.00	40,000.00	-		40,000.00	62%	25,000.00

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

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A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
	ADMIN/UV							
31	Excavation	45,000.00	38,606.00	-		38,606.00	86%	6,394.00
32	Concrete Work	250,000.00	244,500.00	5,500.00		250,000.00	100%	-
	ADMIN/UV MECHANICAL							
33	Labor	23,530.00	2,400.00	11,765.00		14,165.00	60%	9,365.00
34	Material	12,000.00	9,000.00	1,800.00		10,800.00	90%	1,200.00
35	Equipment	28,237.00	11,300.00	8,500.00		19,800.00	70%	8,437.00
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	13,319.00	3,300.00		16,619.00	33%	33,931.00
	ADMIN/UV ELECTRICAL							
39	Light Fixtures	9,200.00				-	0%	9,200.00
40	Switchgear	145,000.00	36,000.00	-		36,000.00	25%	109,000.00
41	Controls	165,000.00				-	0%	165,000.00
42	Materials	48,000.00	15,300.00	-		15,300.00	32%	32,700.00
43	Labor	81,000.00	33,098.00	-		33,098.00	41%	47,902.00
	ADMIN/UV BUILDING CONSTRUCTION							
44	Precast Wall Panels	95,000.00	95,000.00	-		95,000.00	100%	-
45	Labor	60,000.00	45,000.00	-		45,000.00	75%	15,000.00
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	5,010.00	-		5,010.00	10%	45,090.00
50	Fire Stop and Sealants	5,000.00				-	0%	5,000.00
51	Mechanical	360,000.00	333,270.00	-		333,270.00	93%	26,730.00
52	Plumbing	7,000.00	4,000.00	-		4,000.00	57%	3,000.00
53	Material	8,000.00	6,000.00	-		6,000.00	75%	2,000.00
54	Labor	5,000.00	1,000.00	-		1,000.00	20%	4,000.00
	ADMIN/UV BUILDING ELECTRICAL							
55	Light Fixtures	32,150.00	12,800.00	-		12,800.00	40%	19,350.00
56	Switchgear	134,000.00				-	0%	134,000.00
57	Controls	220,000.00				-	0%	220,000.00
58	Generator	246,150.00		240,000.00		240,000.00	98%	6,150.00
59	Material	100,000.00	74,562.00	3,000.00		77,562.00	78%	22,438.00
60	Labor	225,000.00	28,840.00	6,500.00		35,340.00	16%	189,660.00

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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.:**	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		

Application No.: 16 **Application Period:** From 10/01/26 to 10/31/26 **Application Date:** 10/29/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	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	800.00		5,000.00	100%	-
	CLARIFIER COMPLEX					-		-
62	Material	15,000.00	12,000.00	-		12,000.00	80%	3,000.00
63	Labor	50,000.00	41,200.00	-		41,200.00	82%	8,800.00
64	Excavation	203,000.00	194,200.00	-		194,200.00	96%	8,800.00
65	Concrete Work	675,000.00	675,000.00	-		675,000.00	100%	-
	CLARIFIER COMPLEX ELECTRICAL							
66	Material	30,000.00	6,200.00	-		6,200.00	21%	23,800.00
67	Labor	25,000.00	2,865.00			2,865.00	11%	22,135.00
	CLARIFIER 1 NEW CLARIFIER							
68	Labor	75,000.00	19,500.00	30,000.00		49,500.00	66%	25,500.00
69	Material	495,000.00	405,775.00	-		405,775.00	82%	89,225.00
	CLARIFIERS 2 AND 3							
70	Labor	55,000.00	10,000.00	-		10,000.00	18%	45,000.00
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		25,000.00		25,000.00	9%	245,700.00
74	Concrete Work	112,000.00	52,500.00	49,000.00		101,500.00	91%	10,500.00
75	Excavation	25,000.00	17,000.00	-		17,000.00	68%	8,000.00
76	Labor/Demo	12,000.00	6,000.00	-		6,000.00	50%	6,000.00
	RAS VAULT & LIFT STATION ELECTRICAL							
77	Electrical	2,500.00	900.00	-		900.00	36%	1,600.00
78	Labor	8,500.00	8,000.00	-		8,000.00	94%	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	7,000.00	-		7,000.00	13%	48,000.00
	DIGESTER ELECTRICAL							
82	Material	2,500.00	1,300.00	-		1,300.00	52%	1,200.00
83	Labor	8,500.00	5,800.00	-		5,800.00	68%	2,700.00
	OXIDATION DITCH							
84	Demo	92,645.00				-	0%	92,645.00
85	Concrete Work	75,000.00	67,000.00	-		67,000.00	89%	8,000.00
86	Material	205,000.00		190,000.00		190,000.00	93%	15,000.00

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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.:**	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		

Application No.: 16 **Application Period:** From 10/01/26 to 10/31/26 **Application Date:** 10/29/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
87	Metal Fab and Install	75,000.00	10,000.00	-		10,000.00	13%	65,000.00
88	Labor	33,000.00	5,000.00	-		5,000.00	15%	28,000.00
89	Coatings	75,000.00				-	0%	75,000.00
	OXIDATION DITCH ELECTRICAL							
90	Material	2,500.00	2,500.00	-		2,500.00	100%	-
91	Labor	8,500.00	8,500.00	-		8,500.00	100%	-
	SITEWORK/PIPE WORK							
92	Site Material	750,000.00	733,000.00	5,000.00		738,000.00	98%	12,000.00
93	Labor/Equipment	390,000.00	367,790.00	6,000.00		373,790.00	96%	16,210.00
94	Concrete Work	150,000.00	25,000.00			25,000.00	17%	125,000.00
95	Bypass Pumping	300,000.00	294,000.00	-		294,000.00	98%	6,000.00
96	Shoring	250,000.00	250,000.00	-		250,000.00	100%	-
	SITEWORK/PIPE WORK ELECTRICAL							
97	Material	54,750.00	53,645.00	-		53,645.00	98%	1,105.00
98	Labor	122,000.00	101,600.00	6,225.00		107,825.00	88%	14,175.00
	Original Contract Totals	**$ 13,838,736.00**	**$ 8,387,563.38**	**$ 1,044,690.00**	**$ -**	**$ 9,432,253.38**	**68%**	**$ 4,406,482.62**

EJCDC 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	**Owner's Project No.:**	C301316
Engineer:	HDR Engineering, Inc.	**Engineer's Project No.:**	10332175
Contractor:	Northcon, Inc.	**Contractor's Project No.:**	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		

Application No.: 16 **Application Period:** From 10/01/26 to 10/31/26 **Application Date:** 10/29/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
	Change Orders							
1	Change Order 1 for $453,000 Included In Original Contract Values per Approved SOV					-		-
2	Pipe seperation and clarifier clean up	71,800.00	71,000.00	-		71,000.00	99%	800.00
3	Mods 3,4,5,7 &8	13,887.75	13,887.75	-		13,887.75	100%	-
4	CPR #5	15,829.48	10,000.00	-		10,000.00	63%	5,829.48
5	Mod 11,12 & 13- CPR's 2, 7 & 4	35,420.54	30,000.00	-		30,000.00	85%	5,420.54
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Change Order Totals	$ 136,937.77	$ 124,887.75	$ -	$ -	$ 124,887.75	91%	$ 12,050.02
	Original Contract and Change Orders							
	Project Totals	$ 13,975,673.77	$ 8,512,451.13	$ 1,044,690.00	$ -	$ 9,557,141.13	68%	$ 4,418,532.64

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Empire Heating & Cooling Inc

406 259-5538
P.O. Box 31514

HEATING & COOLING
Serving Montana Since 1936

Invoice

Date	Invoice #
10/13/2026	25-144.03

Bill To

NorthCon Inc
10615 N. Government Way
Hayden, ID 83835

P.O. No.	Terms	Project
	Net 30	P25-144-Hardin ...

Item	Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Notes	WWTP Quote: $334,650.00 Hardin MT HVAC C-301316	0.00					0.00
Notes	Headworks:	0.00					0.00
Labor - Fi...	Labor - field	22,317.50	2,232.00	10.00%	70.00%	80.00%	15,622.50
Material	Material used on a job	13,910.50	10,433.00	75.00%	25.00%	100.00%	3,477.50
Equipment	Equipment	144,920.00	101,444.00	70.00%	30.00%	100.00%	43,476.00
Sub Contr...	Duct Work	8,180.00			0.00%	0.00%	0.00
Sub Contr...	Crane	3,500.00			100.00%	100.00%	3,500.00
Sub Contr...	Test & Balance	3,485.00			0.00%	0.00%	0.00
Building ...	Permits	2,215.00	2,215.00	100.00%	0.00%	100.00%	0.00
Project M...	Project Management	39,998.00	20,000.00	50.00%	35.00%	85.00%	13,999.00
Notes	UV Building:	0.00					0.00
Labor - Fi...	Labor - field	23,530.00	2,353.00	10.00%	50.00%	60.00%	11,765.00
Material	Material used on a job	12,000.00	9,000.00	75.00%	15.00%	90.00%	1,800.00
Equipment	Equipment	28,237.00	11,295.00	40.00%	30.00%	70.00%	8,471.00
Sub Contr...	Duct Wrap	2,400.00			0.00%	0.00%	0.00
Sub Contr...	Test & Balance	2,930.00			0.00%	0.00%	0.00
Project M...	Project Management	16,475.00	8,238.00	50.00%	20.00%	70.00%	3,295.00

Thank you for your business.

Total	$105,406.00
Payments/Credits	$0.00
Balance Due	$105,406.00

Phone #
406 259-5538

Millennium Electric, LLC
724 First Avenue North
Billings, MT 59101
406 670-0814

MILLENNIUM
electric

Invoice 1119

Bill to:	Job: 25002
Northcon, Inc. 10615 N. Government Way Hayden, ID 83835	Hardin WWTP

Invoice #: 1119	Date: 10/22/26	Customer P.O. #: WPCSRF Project #C301316
Payment Terms: Net 30 days		Salesperson:
Customer Code: NORCON		

Remarks: Hardin WWTP-Progress Billing through 10.22.26-Pay App #13

Quantity	Description	U/M	Unit Price	Extension
1.000	Headworks: Labor, 9.21.26-10.22.26		30,000.000	30,000.00
1.000	Headworks: Switchgear, 9.21.26-10.22.26		12,148.690	12,148.69
1.000	Headworks: Materials, 9.21.26-10.22.26		2,833.150	2,833.15
1.000	Electrical Bldg: Labor, 9.21.26-10.22.26		2,212.500	2,212.50
1.000	Electrical Bldg: Materials, 9.21.26-10.2		1,092.280	1,092.28
1.000	Electrical Bldg: Generator, 9.21.26-10.2		193,000.000	193,000.00
1.000	Sitework: Labor, 9.21.26-10.22.26		6,225.000	6,225.00
1.000	Admin/UV: Labor, 9.21.26-10.22.26		4,200.000	4,200.00
1.000	Admin/UV: Materials, 9.21.26-10.22.26		999.300	999.30
			Subtotal:	**252,710.92**
			Less Retention:	**-12,635.55**
			Total:	**240,075.37**
			Current Due:	**240,075.37**

If you would like to pay this invoice with a credit card, an additional 3% fee will be charged to help offset processing costs.

INVOICE

Safetech, Inc.
5739 Interstate Ave
Billings, MT 59101

rc@safetechmontana.com
+1 (406) 651-0011

Bill to
Northcon, Inc.
10615 N Government Way
Hayden, ID 83835

Ship to
Northcon, Inc.
10615 N Government Way
Hayden, ID 83835

Shipping info
Ship date: 08/17/2026

Invoice details
Invoice no.: 11610
Terms: Net 30
Invoice date: 08/17/2026
Due date: 09/16/2026

Sales Rep: 25-145

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Asbestos**	complete the asbestos removal from the Administration Building for the Hardin Waste Water Treatment Plant Project	1	$9,120.00	$9,120.00

Total **$9,120.00**

Woodfort Industrial Concrete Group, Inc

18 Red Hills RD Buffalo WY 82834

SUBCONTRACTOR REQUEST FOR PAYMENT

SUBCONTRACTOR: Woodfort Indutrial Concrete

PROJECT: 25-016 - City of Hardin Wastewater Treatment Plant Upgrades

PAY REQUEST#: 10 FROM: 7/1/26 TO: 7/31/26

1. Original Contract Amount	$	1,805,000.00
2. Approved Changes:	$	37,765.64
3. Total Current Contract	$	1,842,765.64
4. Total Work Complete To Date	$	1,697,045.64
5. Less Retainage 5%	$	84,852.28
6. Less State 1% Tax (If applicable)	$	16,121.93
7. Total Earned Less Retainage & 1% (Line 4 minus Lines 5 6)	$	1,596,071.42
8. Less Amounts Previously Billed (Line 7 From Last Pay Request)	$	1,556,570.42
9. Current Payment Due	$	39,501.00

(To Be Completed By WICG)

Gross	$	42,000.00
Retainage 5%	$	2,100.00
1%	$	399.00
Due This Payment	**$**	**39,501.00**

City of Hardin

INVOICE

406 N Cheyenne Ave
Hardin Mt 59034
665-9260 ext 105

DATE: October 19, 2026
INVOICE # 2475

Bill To:
Big Horn County
P.O Box 908
Hardin, MT 59034

DESCRIPTION	AMOUNT
Water Truck + Driver $80/hr - 4hrs	$320.00
Water for Relay 8,000 gallons Fill Station Rate	$120.00
TOTAL	$ 440.00

Due upon receipt
Please make all checks payable to City of Hardin

Current AXON Contracts

Contract #1

5 Tasers	$ 2,514.00 per year
Started: Oct 1 2021- Ended Sept 30 2026	
Total 5 year contract	$12,570.00

Contract #2

4 Tasers	$1915.20 per year
Started: Jun 1 2022 - Ends May 31 2027	
Total 5 year contract	$10,822.40

Contract #3

Vehicle Camrea Systems W/ ALPR (10 systems)	$21,910.58 per year
Started: Sept 1 2024 - Ends: Aug 31 2029	
Total for 5 years	$109,552.90

Contract #4

Body Cams & Digital Evidence Management (11 cams)	$7,738.00 per year
Started Dec 1, 2024 - Ends Nov 30 2029	
Total for 5 year contract	$38,660.00

Total per year	**$34,077.78**
Total of 5 year Contracts	**$171,605.30**

New Contract

9 Tasers, 9 Body Cams, 8 Car Cameras (NO ALPR) Year 1 **$27,401.93** then **$25,582.10**

Starts Jan 1 2027 Ends Dec 31 2031

Total 5 year contract **$129,730.33**

NEW

NON-BINDING BUDGETARY ESTIMATE

Axon Enterprise, Inc.

17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
(800) 978-2737

Q-984895-002

Acct: 513208

Issued	**Oct 28, 2026**
Expires	**N/A**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Hardin Police Dept. -MT

Currency: USD

CUSTOMER DETAILS

SHIP TO
Hardin Police Dept. -MT
415 N Center Ave
Hardin, MT
59034-1807
USA

BILL TO
Hardin Police Dept. -MT
415 N Center Ave
Hardin, MT
59034-1807
USA

SALES REPRESENTATIVE
Theo Azevedo
Email: tazevedo@axon.com

PRIMARY CONTACT
Ben Allen
Phone: (406) 665-9268
Email: policechief@hardinmontana.gov

QUOTE SUMMARY

Program Length	**64 Months**
Contract Start	**Oct 1, 2026**
Contract End	**Jan 31, 2032**
TOTAL CONTRACT	
Net Total	**$129,730.33**
Est. Tax	**$0.00**
Total Contract Value	**$129,730.33**

DISCOUNT SUMMARY

MSRP	**$179,179.29**
Net Price	**$129,730.33**
Total Savings	$49,448.96

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Jan 1, 2027	$27,401.93	$0.00	**$27,401.93**
Jan 1, 2028	$25,582.10	$0.00	**$25,582.10**
Jan 1, 2029	$25,582.10	$0.00	**$25,582.10**
Jan 1, 2030	$25,582.10	$0.00	**$25,582.10**
Jan 1, 2031	$25,582.10	$0.00	**$25,582.10**
Total	**$129,730.33**	**$0.00**	**$129,730.33**

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
FINANCIAL TRANSACTIONS									
100552	Transfer Balance - Goods	1	—	—	$1.00	$12,964.45	$12,964.45	$0.00	$12,964.45
100553	Transfer Balance - Software and Services	1	—	—	$1.00	-$1,286.44	-$1,286.44	$0.00	-$1,286.44
						Financial Transactions Total	$11,678.01	$0.00	$11,678.01
BODY WORN CAMERA									
BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	9	60 (2/2027)	$169.65	$102.91	$102.91	$55,571.40	$0.00	$55,571.40
						Body Worn Camera Total	$55,571.40	$0.00	$55,571.40
CEW									
C00018	Bundle - TASER 7 Certification	9	60 (2/2027)	$97.00	$85.58	$50.54	$27,291.60	$0.00	$27,291.60
						CEW Total	$27,291.60	$0.00	$27,291.60
DIGITAL EVIDENCE MANAGEMENT									
20248	Axon TASER - Evidence.Com License	5	4 (10/2026)	—	$5.37	$5.37	$107.40	$0.00	$107.40
						Digital Evidence Management Total	$107.40	$0.00	$107.40
FLEET									
73390	Axon Fleet - Ericsson Router Transferred Warranty	8	32 (2/2027)	—	$0.00	$0.00	$0.00	$0.00	$0.00
80379	Axon Signal - Ext Warranty - Signal Vehicle	8	32 (2/2027)	—	$1.29	$1.29	$330.24	$0.00	$330.24
80495	Axon Fleet 3 - Ext Warranty - 2 Camera Kit	2	32 (2/2027)	—	$9.67	$9.67	$618.88	$0.00	$618.88
Fleet3BRe	Fleet 3 Basic Renewal	8	60 (2/2027)	$71.11	$96.41	$71.11	$34,132.80	$0.00	$34,132.80
						Fleet Total	$0.00	$0.00	$0.00
							SUBTOTAL	**EST. TAX**	**TOTAL**
	Total						$129,730.33	$0.00	$129,730.33

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Oct 1, 2026

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

SOFTWARE		QTY
20248	Axon TASER - Evidence.Com License	5

ESTIMATED SHIPPING DATE: Jan 1, 2027

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

HARDWARE		QTY
71019	Axon Body - Dock Powercord - North America	1
70033	Axon Body - Dock Wall Mount - Bracket Assembly	1
20018	Axon TASER - Battery Pack - Tactical	10
100591	Axon TASER - Cleaning Kit	1
74200	Axon TASER - Dock - Six-Bay Plus Core	1
80087	Axon TASER - Target - Conductive Professional Ruggedized	1
80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1
22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	18
22177	Axon TASER 7 - Cartridge - Halt Standoff NS	18
22181	Axon TASER 7 - Cartridge - Inert Close Quart (12-Degree) NS	9
22179	Axon TASER 7 - Cartridge - Inert Standoff (3.5-Degree) NS	9
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	45
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	45
20008	Axon TASER 7 - Handle - High VIS Grn Laser Class 3R Ylw	9
20063	Axon TASER 7 - Holster - Safariland RH	9
100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1
SOFTWARE		**QTY**
Fleet3BRe	Fleet 3 Basic Renewal	8
SERVICES		**QTY**
20246	Axon TASER 7 - Replacement Access Program - Duty Cartridge	9
WARRANTIES		**QTY**
80464	Axon Body - TAP Warranty - Camera	18
80465	Axon Body - TAP Warranty - Multi-Bay Dock	2
73390	Axon Fleet - Ericsson Router Transferred Warranty	8
80495	Axon Fleet 3 - Ext Warranty - 2 Camera Kit	10
80379	Axon Signal - Ext Warranty - Signal Vehicle	8
80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	10
80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1
80395	Axon TASER 7 - Ext Warranty - Handle	9

ESTIMATED SHIPPING DATE: Feb 1, 2027

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

SOFTWARE		QTY
80400	Axon Evidence - Fleet Vehicle License	8
73746	Axon Evidence - License - Pro	9
73686	Axon Evidence - Storage - Axon Device Unlimited	9
80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	16
101180	Axon TASER - Data Science Program	9
20248	Axon TASER - Evidence.Com License	10
SERVICES		**QTY**
101193	Axon TASER - On Demand Certification	9

ESTIMATED SHIPPING DATE: Jan 1, 2028

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

HARDWARE		QTY
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	18
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	18

ESTIMATED SHIPPING DATE: Dec 1, 2028

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

HARDWARE		QTY
73309	Axon Body - TAP Refresh 1 - Camera	9
73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	2

ESTIMATED SHIPPING DATE: Jan 1, 2029

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

HARDWARE		QTY
22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	18
22177	Axon TASER 7 - Cartridge - Halt Standoff NS	18
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	18
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	18

ESTIMATED SHIPPING DATE: Jan 1, 2030

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

HARDWARE		QTY
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	18
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	18

ESTIMATED SHIPPING DATE: Jan 1, 2031

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

HARDWARE		QTY
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	18
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	18

ESTIMATED SHIPPING DATE: Dec 1, 2031

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

HARDWARE		QTY
73310	Axon Body - TAP Refresh 2 - Camera	9
73688	Axon Body - TAP Refresh 2 - Dock Multi-Bay	2

TERMS & CONDITIONS

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Agency has existing contract(s) originated via Quote(s):

Q-397961, Q-583855, Q-583860, Q-655029, Q-703296, Q-332834

Agency is terminating those contracts effective 2/1/2027. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of $11,678.01

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Outstanding Invoice - INUS475934 - 9/1/2026 - $21,910.58 Outstanding Invoice - INUS449206 - 6/1/2026 - $1,915.20

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

#1

Q-332834-001

Acct: 513208

Issued	**Oct 22, 2026**
Expires	**N/A**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Hardin Police Dept. -MT

Currency: USD

CUSTOMER DETAILS

SHIP TO
Hardin Police Dept. -MT
415 N Center Ave
Hardin, MT
59034-1807
USA

BILL TO
Hardin Police Dept. -MT
415 N Center Ave
Hardin, MT
59034-1807
USA

SALES REPRESENTATIVE
Kyle Hunt
Email: huntk@axon.com

PRIMARY CONTACT
Donald Babbin
Phone: (406) 665-9268
Email: policechief@hardinmt.com1

QUOTE SUMMARY

Program Length	**60 Months**
Contract Start	**Oct 1, 2021**
Contract End	**Sep 30, 2026**
TOTAL CONTRACT	
Net Total	**$12,570.00**
Est. Tax	**$0.00**
Total Contract Value	**$12,570.00**

DISCOUNT SUMMARY

MSRP	**$15,856.31**
Net Price	**$12,570.00**
Total Savings	$3,286.31

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Oct 1, 2021	$2,514.00	$0.00	**$2,514.00**
Oct 1, 2022	$2,514.00	$0.00	**$2,514.00**
Oct 1, 2023	$2,514.00	$0.00	**$2,514.00**
Oct 1, 2024	$2,514.00	$0.00	**$2,514.00**
Oct 1, 2025	$2,514.00	$0.00	**$2,514.00**
Total	**$12,570.00**	**$0.00**	**$12,570.00**

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
CEW									
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	15	—	—	**$38.00**	**$0.00**	**$0.00**	$0.00	**$0.00**
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	15	—	—	**$38.00**	**$38.00**	**$570.00**	$0.00	**$570.00**
						CEW Total	**$570.00**	**$0.00**	**$570.00**
UNKNOWN									
T7Basic	TASER 7 Basic Bundle	5	60 (10/2021)	**$49.06**	**$40.00**	**$40.00**	**$12,000.00**	$0.00	**$12,000.00**
						Unknown Total	**$12,000.00**	**$0.00**	**$12,000.00**
							SUBTOTAL	**EST. TAX**	**TOTAL**
	Total						**$12,570.00**	**$0.00**	**$12,570.00**

Doc ID: ba4a74aa777b

Tax estimates are approximate and subject to change at time of invoicing.

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Oct 1, 2021

Shipping Location: **415 North Center Ave, Hardin, MT, 59034, USA**

HARDWARE		QTY
71019	Axon Body - Dock Powercord - North America	1
70033	Axon Body - Dock Wall Mount - Bracket Assembly	1
20018	Axon TASER - Battery Pack - Tactical	6
74200	Axon TASER - Dock - Six-Bay Plus Core	1
20248	Axon TASER - Evidence.Com License	5
80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	6
80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1
80087	Axon TASER - Target - Conductive Professional Ruggedized	1
80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	15
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	15
80395	Axon TASER 7 - Ext Warranty - Handle	5
20008	Axon TASER 7 - Handle - High VIS Grn Laser Class 3R Ylw	5
20160	Axon TASER 7 - Holster - Safariland RH+Cart Carrier	5

TERMS & CONDITIONS

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STANDARD TERMS AND CONDITIONS

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

10/22/2026

Date Signed

#2

Q-397961-001

Acct: 513208

Issued	**Oct 22, 2026**
Expires	**Jun 30, 2022**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Hardin Police Dept. -MT

Currency: USD

CUSTOMER DETAILS

SHIP TO
Hardin Police Dept. -MT
415 N Center Ave
Hardin, MT
59034-1807
USA

BILL TO
Hardin Police Dept. -MT
415 N Center Ave
Hardin, MT
59034-1807
USA

SALES REPRESENTATIVE
Brandon Hawes
Email: bhawes@axon.com

PRIMARY CONTACT
Donald Babbin
Phone: (406) 665-9268
Email: policechief@hardinmt.com1

QUOTE SUMMARY

Program Length	**60 Months**
Contract Start	**Jul 1, 2022**
Contract End	**Jun 30, 2027**
TOTAL CONTRACT	
Net Total	**$10,822.40**
Est. Tax	**$0.00**
Total Contract Value	**$10,822.40**

DISCOUNT SUMMARY

MSRP	**$11,761.52**
Net Price	**$10,822.40**
Total Savings	$939.12

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Invoice upon fulfillment	$1,246.40	$0.00	**$1,246.40**
Jun 1, 2022	$1,915.20	$0.00	**$1,915.20**
Jun 1, 2023	$1,915.20	$0.00	**$1,915.20**
Jun 1, 2024	$1,915.20	$0.00	**$1,915.20**
Jun 1, 2025	$1,915.20	$0.00	**$1,915.20**
Jun 1, 2026	$1,915.20	$0.00	**$1,915.20**
Total	**$10,822.40**	**$0.00**	**$10,822.40**

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
CEW									
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	16	—	—	**$38.95**	**$38.95**	**$623.20**	$0.00	**$623.20**
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	16	—	—	**$38.95**	**$38.95**	**$623.20**	$0.00	**$623.20**
						CEW Total	**$1,246.40**	**$0.00**	**$1,246.40**
UNKNOWN									
T7Basic	TASER 7 Basic Bundle	4	60 (7/2022)	**$43.81**	**$42.00**	**$39.90**	**$9,576.00**	$0.00	**$9,576.00**
						Unknown Total	**$9,576.00**	**$0.00**	**$9,576.00**
							SUBTOTAL	**EST. TAX**	**TOTAL**
	Total						**$10,822.40**	**$0.00**	**$10,822.40**

Doc ID: 71be8127517

Tax estimates are approximate and subject to change at time of invoicing.

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Jun 1, 2022

Shipping Location: **415 North Center Ave, Hardin, MT, 59034, USA**

HARDWARE		QTY
20018	Axon TASER - Battery Pack - Tactical	4
80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	4
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	16
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	16
80395	Axon TASER 7 - Ext Warranty - Handle	4
20008	Axon TASER 7 - Handle - High VIS Grn Laser Class 3R Ylw	4
20161	Axon TASER 7 - Holster - Safariland LH+Cart Carrier	4

ESTIMATED SHIPPING DATE: Jul 1, 2022

Shipping Location: **415 North Center Ave, Hardin, MT, 59034, USA**

HARDWARE		QTY
20248	Axon TASER - Evidence.Com License	4

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

STANDARD TERMS AND CONDITIONS

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

10/22/2026

Date Signed

#3

Axon Enterprise, Inc.

17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
(800) 978-2737

Q-583855-001

Acct: 513208

Issued	**Oct 22, 2026**
Expires	**Jun 30, 2024**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Hardin Police Dept. -MT

Currency: USD

CUSTOMER DETAILS

SHIP TO
Hardin Police Dept. -MT
415 N Center Ave
Hardin, MT
59034-1807
USA

BILL TO
Hardin Police Dept. -MT
415 N Center Ave
Hardin, MT
59034-1807
USA

SALES REPRESENTATIVE
Nathan Williams
Email: nwilliams@axon.com

PRIMARY CONTACT
Paul George
Phone: (406) 665-9268
Email: policechief@hardinmt.com

QUOTE SUMMARY

Program Length	**60 Months**
Contract Start	**Oct 1, 2024**
Contract End	**Sep 30, 2029**
TOTAL CONTRACT	
Net Total	**$109,552.90**
Est. Tax	**$0.00**
Total Contract Value	**$109,552.90**

DISCOUNT SUMMARY

MSRP	**$144,235.20**
Net Price	**$109,552.90**
Total Savings	$34,682.30

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Sep 1, 2024	$21,910.58	$0.00	**$21,910.58**
Sep 1, 2025	$21,910.58	$0.00	**$21,910.58**
Sep 1, 2026	$21,910.58	$0.00	**$21,910.58**
Sep 1, 2027	$21,910.58	$0.00	**$21,910.58**
Sep 1, 2028	$21,910.58	$0.00	**$21,910.58**
Total	**$109,552.90**	**$0.00**	**$109,552.90**

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
FLEET									
Fleet3B	**Fleet 3 Basic**	10	60 (10/2024)	**$176.39**	**$161.41**	**$130.74**	**$78,444.00**	$0.00	**$78,444.00**
80401	**Axon Fleet 3 - ALPR License - 1 Camera**	10	60 (10/2024)	—	**$64.01**	**$51.85**	**$31,108.90**	$0.00	**$31,108.90**
							SUBTOTAL	**EST. TAX**	**TOTAL**
	Total						**$109,552.90**	**$0.00**	**$109,552.90**

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Sep 1, 2024

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

HARDWARE		QTY
71200	Axon Fleet - Airgain ANT - 5-in-1 2LTE 2WIFI 1GNSS BL	10
100989	Axon Fleet - Cradlepoint R920-C7A+5Yr Netcloud	10
72036	Axon Fleet 3 - Standard 2 Camera Kit	10
70112	Axon Signal Vehicle	10
SERVICES		**QTY**
73391	Axon Fleet 3 - Deployment Per Vehicle - Not Oversized	10
WARRANTIES		**QTY**
80495	Axon Fleet 3 - Ext Warranty - 2 Camera Kit	10
80379	Axon Signal - Ext Warranty - Signal Vehicle	10

ESTIMATED SHIPPING DATE: Oct 1, 2024

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

SOFTWARE		QTY
80400	Axon Evidence - Fleet Vehicle License	10
80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	20
80401	Axon Fleet 3 - ALPR License - 1 Camera	10

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

STANDARD TERMS AND CONDITIONS

Axon Master Services and Purchasing Agreement:
This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:
By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:
The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature
10/22/2026

Date Signed

#4

Axon Enterprise, Inc.

17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
(800) 978-2737

Q-583860-001

Acct: 513208

Issued	**Oct 22, 2026**
Expires	**Jun 17, 2024**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Hardin Police Dept. -MT

Currency: USD

CUSTOMER DETAILS

SHIP TO
Hardin Police Dept. -MT
415 N Center Ave
Hardin, MT
59034-1807
USA

BILL TO
Hardin Police Dept. -MT
415 N Center Ave
Hardin, MT
59034-1807
USA

SALES REPRESENTATIVE
Nathan Williams
Email: nwilliams@axon.com

PRIMARY CONTACT
Paul George
Phone: (406) 665-9268
Email: policechief@hardinmt.com

QUOTE SUMMARY

Program Length	**60 Months**
Contract Start	**Jan 1, 2025**
Contract End	**Dec 31, 2029**
TOTAL CONTRACT	
Net Total	**$38,660.00**
Est. Tax	**$0.00**
Total Contract Value	**$38,660.00**

DISCOUNT SUMMARY

MSRP	**$64,544.02**
Net Price	**$38,660.00**
Total Savings	$25,884.02

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Dec 1, 2024	$7,732.00	$0.00	**$7,732.00**
Dec 1, 2025	$7,732.00	$0.00	**$7,732.00**
Dec 1, 2026	$7,732.00	$0.00	**$7,732.00**
Dec 1, 2027	$7,732.00	$0.00	**$7,732.00**
Dec 1, 2028	$7,732.00	$0.00	**$7,732.00**
Total	**$38,660.00**	**$0.00**	**$38,660.00**

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
BODY WORN CAMERA									
80146	Axon Body - PSO - Virtual Starter	1	—	—	$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
						Body Worn Camera Total	$2,000.00	$0.00	$2,000.00
DIGITAL EVIDENCE MANAGEMENT									
100673	Axon Evidence - License - Conversion Basic to Pro	1	60 (1/2025)	—	$27.12	$27.12	$1,627.20	$0.00	$1,627.20
						Digital Evidence Management Total	$1,627.20	$0.00	$1,627.20

Tax estimates are approximate and subject to change at time of invoicing.

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
UNKNOWN									
M00003	BUNDLE - ACQUISITION	11	60 (1/2025)	$92.30	$53.08	$53.08	$35,032.80	$0.00	$35,032.80
						Unknown Total	$35,032.80	$0.00	$35,032.80
							SUBTOTAL	**EST. TAX**	**TOTAL**
	Total						$38,660.00	$0.00	$38,660.00

Axon Enterprise, Inc.

Tax estimates are approximate and subject to change at time of invoicing.

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Dec 1, 2024

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

SERVICES		QTY
80146	Axon Body - PSO - Virtual Starter	1

ESTIMATED SHIPPING DATE: Jan 1, 2025

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

SOFTWARE		QTY
73840	Axon Evidence - License - Basic	11
100673	Axon Evidence - License - Conversion Basic to Pro	1
73686	Axon Evidence - Storage - Axon Device Unlimited	11

ESTIMATED SHIPPING DATE: Dec 1, 2025

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

HARDWARE		QTY
71019	Axon Body - Dock Powercord - North America	2
70033	Axon Body - Dock Wall Mount - Bracket Assembly	2
11507	Axon Body - Mount - Rapidlock Single MOLLE	13
100466	Axon Body 4 - Cable - USB-C to USB-C	13
100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	11
100206	Axon Body 4 - Dock - Eight-Bay	2
WARRANTIES		**QTY**
80464	Axon Body - TAP Warranty - Camera	11
80465	Axon Body - TAP Warranty - Multi-Bay Dock	2

ESTIMATED SHIPPING DATE: Jun 1, 2028

Shipping Location: **415 N Center Ave, Hardin, MT, 59034-1807, USA**

HARDWARE		QTY
73309	Axon Body - TAP Refresh 1 - Camera	11
73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	2

TERMS & CONDITIONS

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STANDARD TERMS AND CONDITIONS

Axon Master Services and Purchasing Agreement:

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ACEIP:

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Acceptance of Terms:

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Signature
10/22/2026

Date Signed

RESOLUTION NO. 2460

A RESOLUTION OF THE CITY OF HARDIN, MONTANA ESTABLISHING ALLOWANCES FOR THE FIRE CHIEF AND ASSISTANT FIRE CHIEF.

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") has the authority to establish payments to certain city employees; and

WHEREAS, the City had adopted the officer elections for the Hardin Volunteer Fire Department;

WHEREAS, Montana Code Annotated § 19-17-110 limits the allowance paid to any volunteer firefighter to $3,000 per year, which includes a stipend and per diem, but does not include reimbursements for documented expenses.

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

That the following allowances for the city employee listed below shall be effective as of the date listed and is hereby finally determined and approved:

Andrew Wagner	Fire Chief	$250/month.
Trevor Lautt	Assistant Fire Chief	$200/month.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this _____ day of November, 2026.

YEA VOTES _____ NAY VOTES _____

CITY OF HARDIN

BY:_____ ATTEST:_____
Mayor City Clerk

RESOLUTION NO. 2461

A RESOLUTION OF THE CITY OF HARDIN, MONTANA, REMOVING A CERTAIN ELECTED OFFICIAL'S AUTHORITY TO SIGN FOR BANK ACCOUNTS AND CERTIFICATES OF DEPOSIT HELD BY THE CITY OF HARDIN

WHEREAS, Alderman Clayton Greer has resigned from his elected position on the City Council for the City of Hardin, effective October 31, 2026;

WHEREAS, the City Council of the City of Hardin, Montana has the power to remove a former elected official's authority to sign bank documents on behalf of the City, due to resignation;

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

1. Clayton Greer, is no longer an Alderman on the Hardin City Council, and shall no longer possess any authority to sign on any bank accounts and certificates of deposit for the City.

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

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this _____ day of November, 2026.

YEA VOTES _____ NEA VOTES _____

CITY OF HARDIN

BY:_____ ATTEST:_____
Mayor City Clerk

RESOLUTION NO. 2462

A RESOLUTION OF THE CITY OF HARDIN, MONTANA ADOPTING THE 2024 INTERNATIONAL RESIDENTIAL BUILDING CODE.

WHEREAS, the Administrative Rules of Montana, specifically A.R.M. § 24.301.202 requires all cities to adopt codes of the Montana Department of Labor and Industry that the City is certified to enforce;

WHEREAS, the City of Hardin desires to adopt the most recent residential building codes set forth by the State of Montana; and

WHEREAS, the City Code of the City of Hardin § 4-1-1 et seq. generally instructs the City to adopt the most recent editions of building codes;

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

The City of Hardin adopts the 2024 International Residential Building Code, and its appendixes as adopted in MAR Notice No 2026-95.2, dated September 25, 2026, and the residential building code inspector of the City of Hardin shall enforce this Code.

The Mayor of the City of Hardin has the authority to sign this action, thereby adopting the 2024 International Residential Building Code.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this _____ day of November, 2026.

YEA VOTES _____ NAY VOTES _____

CITY OF HARDIN

BY:_____ ATTEST:_____

Mayor City Clerk

MONTANA
ADMINISTRATIVE
REGISTER

DEPARTMENT OF LABOR AND INDUSTRY

NOTICE OF ADOPTION

MAR NOTICE NO. 2026-95.2

Summary

2026 Updates to the State Building Code

Previous Notice(s) and Hearing Information

On August 7, 2026, the Department of Labor and Industry (agency) published MAR Notice No. 2026-95.1 regarding the public hearing on the proposed changes to the agency's rules, in the 2026 Montana Administrative Register, Issue No. 15.

On August 28, 2026, a public hearing was held on the proposed changes to the rules via the videoconference and telephonic platform. Comments were received by the comment deadline.

Final Rulemaking Action – Effective September 26, 2026

AMEND AS PROPOSED

The agency has amended the following rules as proposed:

24.301.109 DEFINITIONS

24.301.131 INCORPORATION BY REFERENCE OF INTERNATIONAL BUILDING CODE

24.301.138 CALCULATION OF FEES

24.301.146 MODIFICATIONS TO THE INTERNATIONAL BUILDING CODE APPLICABLE TO BOTH THE DEPARTMENT'S AND LOCAL GOVERNMENT CODE ENFORCEMENT PROGRAMS

24.301.161 INCORPORATION BY REFERENCE OF INTERNATIONAL ENERGY CONSERVATION CODE

24.301.171 INCORPORATION BY REFERENCE OF INTERNATIONAL EXISTING BUILDING CODE

24.301.172 INCORPORATION BY REFERENCE OF INTERNATIONAL MECHANICAL CODE

24.301.173 INCORPORATION BY REFERENCE OF INTERNATIONAL FUEL GAS CODE

24.301.175 INCORPORATION BY REFERENCE OF INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC)

24.301.181 INCORPORATION BY REFERENCE OF INTERNATIONAL WILDLAND-URBAN INTERFACE CODE (IWUIC)

24.301.213 CODE TECHNICAL ADVISORIES

24.301.301 INCORPORATION BY REFERENCE OF UNIFORM PLUMBING CODE

24.301.351 MINIMUM REQUIRED PLUMBING FIXTURES

24.301.401 INCORPORATION BY REFERENCE OF NATIONAL ELECTRICAL CODE

24.301.603 DEFINITIONS

24.301.713 OPERATING CERTIFICATE

24.301.714 FEES

24.301.723 BOILER ALTERATIONS

AMEND WITH CHANGES

The agency has amended the following rule with the following changes from the original proposal, stricken matter interlined, new matter underlined:

24.301.154 INCORPORATION BY REFERENCE OF INTERNATIONAL RESIDENTIAL CODE

(1) The International Residential Code (IRC) is a nationally recognized model code setting forth minimum standards and requirements for detached one- or two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade in height, and their accessory structures. The IRC also provides a framework for program administration.

(2) The department adopts and incorporates by reference the International Residential Code, 2024 Edition, referred to as the International Residential Code or IRC, together with:

(a) Appendix BB, Tiny Houses. Appendix BB may be adopted by a certified city, county, or town building code jurisdiction. The department will apply Appendix BB to factory-built buildings which meet the definition of a tiny house as having 400 square feet or less in floor area excluding lofts, and which are intended to be mounted on a permanent foundation and used as a single-family dwelling.

(b) Appendix BC, Accessory Dwelling Units. Appendix BC may be adopted by a certified city, county, or town building code jurisdiction. The department shall not apply or enforce Appendix BC.

(d) Appendix BJ, Strawbale Construction. Appendix BJ may be adopted by a certified city, county, or town building code jurisdiction. The department shall not apply or enforce Appendix BJ.

(c) Appendix BE, Radon Resistant New Construction. Appendix BE may be adopted by a certified city, county, or town building code jurisdiction. The department shall not apply or enforce Appendix BE.

(3) Chapters 11 through 14, inclusive, are deleted in their entirety and chapters 16 through 43, inclusive, are deleted in their entirety. Chapter 15, Exhaust Systems, is adopted as an alternative to the International Mechanical Code for exhaust systems only. All other requirements for mechanical systems in detached one- or two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade in height, and their accessory structures, shall be found in the latest adopted edition of the International Mechanical Code.

(4) Subsection R102.6, Existing Structures, is deleted and replaced with the following: "The legal occupancy of any structure existing on the date of this code shall be permitted to continue without change, except as is specifically covered in this code or the legally adopted fire code as administered by the fire authority having jurisdiction."

(5) Subsection ~~R137.5~~ R317.5, Fire Sprinklers, is deleted in its entirety.

(6) Subsection R301.6, Roof Load, is deleted and replaced with the following: "Snow loads shall be determined by the building official. In areas of the state outside of certified city, county, or town jurisdictions, the design snow load shall be based on the ground snow loads calculated using the 2022 edition of the American Society of Civil Engineer's "Minimum Design Loads and Associated Criteria for Buildings and Other Structures, ASCE/SEI 7-22." The information is available online using the "ASCE 7 Hazard Tool" at https://asce7hazardtool.online/. The minimum design roof snow load after allowed reductions shall be 30 psf unless justified by a Montana licensed design professional to the satisfaction of the building official. Coefficients and factors other than those specified in the building code may be used when justified by a Montana licensed design professional to the satisfaction of the building official."

(7) Subsection R302.2.2, Common walls, delete "Chapters 34 through 43" and replace with "the adopted electrical code in ARM Title 24, chapter 301, subchapter 4."

(8) Subsection R302.2.6, Structural Independence, delete exception number five and replace with the following: "Townhouses separated by a common two-hour fire-resistance-rated wall as provided in Section R302.2."

(9) Subsection R302.3.5, Vertically stacked dwelling units, number two is deleted in its entirety.

(10) Subsection R302.13, Fire Protection of Floors, is deleted in its entirety.

(11) Section R309, Automatic Fire Sprinkler Systems, is deleted in its entirety.

(12) Subsection R318.3.1, Floor elevations at the required egress doors, Exception, is amended to state the following: "The landing or floor on the exterior side shall be not more than 8 1/4 inches below the top of the threshold provided that the door does not swing over the landing or floor."

(13) Subsection R318.3.2, Floor elevations at the other exterior doors, is amended to state the following: "Exterior doors other than the required egress door shall be provided with landings or floors not more than 8 1/4 inches below the top of the threshold."

(14) Subsection R318.7.5.1, Risers, is amended to allow a maximum riser height of 8 1/4 inches.

(15) Subsection R318.7.5.2, Treads, is amended to allow a minimum tread depth of nine inches.

(16) Subsection R321.1.1, Where required, delete the first sentence and replace with the following: "Guards shall be located along open-sided walking surfaces, including stairs, ramps, and landings, that are located more than 30 inches measured vertically to the floor or grade below."

(17) Subsection R403.1.1, Minimum size, is modified to add the following: "Exception: The building official may allow footings to be designed in accordance with Section R403 of the 2012 IRC or may allow footings engineered by a design professional."

(18) Subsection R403.1.6, Foundation Anchorage, is deleted in its entirety and replaced with the following: "Where wood sill and sole plates are supported directly on continuous foundation walls or monolithic slabs with integral footings required by the provisions of this code, they shall be anchored to the foundation in accordance with this section. Cold-formed steel floor and wall framing shall be anchored to the foundation in accordance with Section R505.3.1 or R603.3.1. Wood sole plates at all exterior walls, wood sole plates of braced wall lines at building interiors on monolithic slabs with integral footings and all wood sill plates shall be anchored to the foundation with minimum one-half inch diameter anchor bolts spaced a maximum of six feet on center or approved anchors or anchor straps spaced as

required to provide equivalent anchorage to the one-half inch diameter anchor bolts. Bolts shall extend a minimum of seven inches into concrete or grouted cells of concrete masonry units. A nut and washer shall be tightened on each anchor bolt. There shall be a minimum of two bolts per plate section with one bolt located not more than 12 inches or less than seven bolt diameters from each end of the plate section. Interior bearing wall sole plates on monolithic slab foundations with integral footings that are not part of a braced wall line shall be positively anchored with approved fasteners. Sill plates and sole plates shall be protected against decay and termites where required by sections R304 and R305.

Exceptions:

1. Walls 24 inches total length or shorter connecting offset braced wall panels shall be anchored to the foundation with a minimum of one anchor bolt located in the center third of the plate section and shall be attached to adjacent braced wall panels at corners as shown in item 8 of Table R602.3(1).

2. Connections of walls 12 inches total length or shorter connecting offset braced wall panels to the foundation without anchor bolts shall be permitted. The wall shall be attached to adjacent braced wall panels at corners as shown in item 8 of table R602.3(1)."

(19) Subsection R405.1 is amended by adding the following: "A drainage system is not required when continuous rain gutters are installed incorporating drain extensions which divert storm water a minimum of six feet (1.83 m) away from the foundation and grading is done in accordance with R401.3. A drainage system may be required where high water tables are known to exist or geological conditions which require a soils engineering report, performed in accordance with R401.4, specify the need for foundation drainage."

(20) Subsection R602.10, Wall Bracing, delete the first sentence and replace with the following: "Building shall be braced in accordance with this section or, when applicable, Section R602.12, or the most current version of APA System Report SR-102 as an alternate method.

(21) Subsection R602.10.10, Cripple Wall Bracing, add the following sentence: "The distance between adjacent edges of braced wall panels shall be 20 feet."

(22) Subsection R609.4.1, Garage door labeling, delete first sentence in its entirety.

(23) Subsection R703.4, Flashing, delete the first paragraph in its entirety and replace with the following: "Flashing shall be provided in accordance with this section to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. Flashing shall extend to the surface of the exterior wall finish or to the water-resistive barrier for drainage and shall be installed at all of the following locations:"

Further, delete Number "1", number "1.1", number "1.2", and number "1.3" in their entirety and replace with the following: "1. Exterior window and door openings."

Number "2" through "7" remain unchanged in Subsection R703.4.

(24) Replace subsection R703.4.1 as follows: "R703.4.1, Flashing Materials. Approved flashing materials shall be corrosion-resistant. Self-adhered membranes used as flashing shall comply with AAMA 711. Pan Flashing shall comply with Subsection R703.4.2. Installation of flashing materials shall be in accordance with Subsection R703.4.3.

(25) Add new subsection as follows: "R703.4.2, Pan Flashing. Pan Flashing installed at the sill of exterior window and door openings shall comply with this section. Pan Flashing shall be corrosion-resistant and shall be permitted to be pre-manufactured, fabricated, formed, or applied at the job site. Self-adhered membranes complying with AAMA 711 shall be permitted to be used as Pan Flashing. Pan Flashing shall be sealed or sloped in such a manner as to direct water to the surface of the exterior wall finish or to the water-resistive barrier for subsequent drainage."

(26) Add new subsection as follows: "R703.4.3, Flashing Installation. Installation of flashing materials shall be in accordance with one or more of the following methods:

1. The fenestration manufacturer's installation and flashing instructions.

2. The flashing manufacturer's installation instructions.

3. Flashing details approved by the Building Official.

4. As detailed by a Registered Design Professional."

(27) Subsection R905.1.2 is amended by deletion of the language "areas where there has been a history of ice forming along the eaves causing a backup of water as designated in Table R301.2" and insert "the State of Montana."

(28) Appendices do not apply to a certified city, county, or town building code jurisdiction unless specifically authorized or adopted by the department and adopted by the certified city, county, or town building code jurisdiction.

(29) A copy of the International Residential Code may be obtained from the International Code Council at www.ICCsafe.org.

Authorizing statute(s): 50-60-203, MCA

Implementing statute(s): 50-60-102, 50-60-201, 50-60-203, MCA

REPEAL

The agency has repealed the following rule as proposed:

24.301.411 WIRING STANDARDS

Statement of Reasons

The agency has considered the comments and testimony received. A summary of the comments received, and the agency's responses are as follows:

Comment 1: A commenter opposed the deletion of the 2024 International Building Code (IBC), Subsection 101.4.4, Property Maintenance, in ARM 24.301.146(4), arguing that local fire authorities having jurisdiction would have a greater ability to enforce safety, sanitation, structural, and weather-resistance standards in buildings.

Response 1: The purpose of the state building code includes a statutory mandate to "provide reasonably uniform standards and requirements for construction and construction materials[,]" 50-60-201(1), MCA, and not standards for maintenance of existing buildings such as the Subsection 101.4.4, Property Maintenance, of IBC 2024. A person must apply for a building permit from the department or the appropriate certified local jurisdiction to be subject to inspections for compliance with the state building code. 50-60-106, 50-60-108, MCA; ARM Title 24, chapter 301, subchapter 2; ARM 24.301.1403. The state building code applies to new construction until the state or a certified local jurisdiction issues a certificate of occupancy. 50-60-106 and 50-60-107, MCA. After a certificate of occupancy is issued, the responsibility for maintenance of existing buildings falls mainly to other government entities, including local fire jurisdictions and local health department authorities.

Comment 2: A commenter questioned whether local fire authorities having jurisdiction are permitted to adopt a fire code that is not the International Fire Code (IFC), noting that the IFC and the IBC are companion codes that are meant to be implemented and enforced together to ensure consistency in life safety.

Response 2: Because the state adopts a fire code in ARM 23.12.601, a local government cannot adopt a code or regulation that is inconsistent with state law or state regulations, 7-1-1113, MCA; therefore, a local fire code cannot conflict with the state fire code or the state or a local building code. The Department of Justice, State Fire Prevention and Investigation Program, (DOJ) "may adopt rules necessary for safeguarding life and property from the hazards of fire and carrying into effect the fire prevention laws of this state if the rules do not conflict with building regulations adopted by the department of labor and industry." 50-3-102(2), MCA. DOJ adopts the IFC in ARM 23.12.601. Both governmental fire agencies and municipalities also have

the authority to adopt a fire code for their jurisdiction. 7-33-2001(2) and 7-33-4208, MCA. State law also provides DOJ with authority to review and approve local fire codes and plans for enforcement to ensure that local regulations comply with state law and regulations. 50-61-102(2), MCA.

Comment 3: A commenter provided comment on several rule sections in ARM 24.301.146 for which the department did not propose any substantive amendments, including (11) modifications to riding arena regulations; (20) modifications to Subsection 903.3.5, Inadequate Water Supply; (22) modifications to IBC Group A-3 occupancies and IBC Group A-4 occupancies; (27) modifications to Subsection 903.3.1.2, NFPA [National Fire Protection Association] 13R sprinkler systems; (31) modifications to Subsection 1020.2, Construction; and (57) modifications to regulations for adult group residential facilities.

Response 3: The rule sections of ARM 24.301.146 listed in the comment above cannot be modified at this time and are beyond the scope of this rules project. The department may not adopt, amend, or repeal a rule without publishing the proposed change to the rule in the Montana Administrative Register and allowing for adequate public comment on the proposed change. 2-4-302, MCA. As stated, the department did not propose any substantive changes to the sections of ARM 24.301.146 listed above; therefore, the department will not respond to comments on these rule sections.

Comment 4: A commenter opposed the proposed changes to Section 508.5.1, Limitations, regarding the size of live/work units in ARM 24.301.146(13), and the proposed changes to Section 508.5.7, Fire Protection, regarding fire protection requirements for live/work areas in ARM 24.301.146(14).

Response 4: The proposed amendments to the live/work units are intended to reduce construction costs in rural areas with limited access to water, while including additional requirements for safety. The department proposed increasing the size limit for these mixed-use occupancies to offer more useable space. The department has retained all other fire resistive construction methods in the 2024 IBC for live/work areas. The state building code is intended to create regulations that "reduce the cost of construction consistent with reasonable requirements for the health and safety of the occupants or users of buildings," 50-60-201(2), MCA, and this proposed amendment accomplishes that goal.

Comment 5: A commenter opposed changes to Section 903.2.9, Group S-1, number five in ARM 24.301.146(15) and Section 903.2.9.1, Group S-1, number five in ARM 24.301.146(16), which increase the amount of space allowed in areas used for storage of lithium-ion or lithium metal powered vehicles. The commenter argues that an increase of space in such areas without an increase in fire protection measures presents a greater risk to public health and safety.

Response 5: The proposed changes to the size of a storage area for lithium-ion or lithium metal powered vehicles were determined in coordination with the Office of the State Fire Marshal,

Montana Department of Justice. The department acknowledges the danger of fires caused by lithium-ion or lithium metal powered vehicles; however, the Deputy State Fire Marshal agrees that the fire risk caused by these vehicles is not mitigated by limiting the size of the storage area. The Deputy State Fire Marshal even acknowledged that in some cases, a smaller area can create greater risks to health and safety. Furthermore, an increased size of the storage area creates more usable space for building occupants.

Comment 6: A commenter questioned the authority of a building code official over a fire code official referenced in the 2024 IBC, adopted by reference in ARM 24.301.146, specifically (17) Section 904.14.1, Manual system operation, Exception 2., giving the building code official, and not the fire code official, the authority to apply a fire suppression system exception; (19) allowing building officials to approve installation of fire protection equipment that is beyond the requirements of the building code; and (23) adopting NFPA Standards for fire-extinguishing systems and standpipe systems into Chapter 9 of the 2024 IBC, and expressly stating in (c) that "the authority having jurisdiction over any fire protection system required by the International Building Code shall be the building official." The commenter notes that the IBC and the IFC are meant to be read and applied together. The commenter questioned whether a local fire jurisdiction can "serve as the authority for fire protection systems from project inception through the life of the structure[.]"

Response 6: Because state law requires the building code to take precedence over the fire code in Montana, the building code official has the exclusive authority to adopt and enforce building regulations for new construction, including regulations related to fire suppression and life safety systems.

Section 50-60-202, MCA, "designates the Department of Labor and Industry as 'the only state agency that may promulgate building regulations[.]'" City of Helena v. Svee, 2014 MT 311, ¶ 9, 377 Mont. 158, 162, 339 P.3d 32, 35. The department does not have authority to delegate this duty to any other agency. The state building code expressly applies to new construction by requiring "[a]ny person who desires to construct a building" to apply for a building permit from either the department or the appropriate certified local jurisdiction. Sections 50-60-106, 50-60-108, MCA; ARM Title 24, chapter 301, subchapter 2; ARM 24.301.1403. The statutory authority of a fire chief for a governmental fire agency expressly recognizes the authority of the building official over new construction as the inspection of commercial buildings for fire safety purposes can only occur "after the property has been approved for occupancy by a certified city, county, or town building code jurisdiction or the department of labor and industry's bureau of building and measurement standards," 7-33-2001(9)(a)(ii), MCA.

Furthermore, a fire code official, or any local fire authority having jurisdiction, does not have authority to adopt or enforce regulations that conflict with the state building code as adopted by the department under 50-3-102(2), MCA. The Department of Justice (DOJ) "may adopt rules necessary for safeguarding life and property from the hazards of fire and carrying into effect the fire prevention laws of this state if the rules do not conflict with building regulations adopted by the department of labor and industry." 50-3-102(2), MCA. Additionally, if DOJ's fire

prevention rules address building or equipment standards covered by the state building code or a certified local building code, those rules become effective only upon the department's approval of the rules and filing with the Secretary of State. 50-3-103(2), MCA. In contrast, the department is not required to seek approval of building code regulations by DOJ. The state building code acknowledges that DOJ "may promulgate regulations relating to use of buildings and installation of equipment." 50-60-202, MCA. However, this statutory mandate requires DOJ to "review building plans and regulations for conformity with rules promulgated by the department[,]" meaning DOJ's review of building plans and regulations must conform with rules promulgated by the department and not vice versa. Section 50-60-202, MCA.

State law also ensures that a local fire code cannot conflict with a state or local building code. As noted in the response to Comment 2, because the state adopts a fire code, a local government cannot adopt a code or regulation that is inconsistent with state law or state regulations. 7-1-1113, MCA. Additionally, DOJ has statutory authority to review and approve each local jurisdiction's fire code and plan for enforcement of that code. 50-61-102(2), MCA. DOJ's review of a local fire code includes ensuring that a local jurisdiction's fire code complies with the provisions of 50-3-102 and 50-3-103, MCA; therefore, a local fire code cannot conflict with the state or local building code. 50-61-102(1), MCA.

Comment 7: A commenter questioned why the department did not update NFPA 72, National Fire Alarm Code, from the 2019 edition to the 2022 edition, as referenced in ARM 24.301.146(20), modifying IBC Subsection 903.3.5, Inadequate Water Supply.

Response 7: The department will review the 2022 edition of NFPA 72, National Fire Alarm Code, and consider the update in a future rulemaking. At this time, the 2019 edition of NFPA 72 is required for monitoring, as stated in ARM 24.301.146(2); however, a building official may approve alternative means and methods under the building code, including references to updated code standards.

Comment 8: A commenter questioned the proposed requirements for rural event venues, specifically the lack of access to a municipal water supply in ARM 24.301.146(21)(a), and the practical implications of suppressing a fire in a building of 5,000 square feet that does not have adequate access to water. The commenter recommended that the rule should reference lack of access to "an adequate water supply" rather than lack of access to a municipal water supply. The commenter further questioned why the standards of Subsection 903.3.5, Inadequate Water Supply, adopted in ARM 24.301.146(20), are not applied here.

Response 8: The department developed the requirements for rural event venues proposed in ARM 24.301.146(21) in coordination with the Office of the State Fire Marshal, Montana Department of Justice. The State Fire Marshal provided invaluable feedback and information about fire safety and the unique safety challenges presented by rural buildings in Montana. The department and the State Fire Marshal determined that lack of access to a municipal water supply provides a more definitive measure of the fire suppression challenges to a rural building. In contrast, a term such as an "adequate water supply" is vague, subjective, and many rural

areas of Montana experience dramatic seasonal changes to the available water supply. Furthermore, department and the State Fire Marshal considered several fire-protection factors for these venues beyond the available water supply, including a building fire area of 5,000 or less square feet and the fire separation distance of at least 60 feet between the rural event venue and other buildings. The department and the State Fire Marshal agree that this proposed rule provides a clear and practical approach to protect health and safety, while allowing for increased economic development in rural areas.

Comment 9: A commenter questioned the proposed requirements for rural event venues, specifically the allowance for one fewer internal fire safety measure in exchange for a noncombustible exterior in ARM 24.301.146(21)(c).

Response 9: The department developed the requirements for rural event venues proposed in ARM 24.301.146(21) in coordination with the Office of the State Fire Marshal, Montana Department of Justice. The State Fire Marshal provided invaluable feedback and information about fire safety and the unique safety challenges presented by rural buildings in Montana.

The waiver of one internal fire safety measure in exchange for a noncombustible exterior is solely at the discretion of the building official, and the building official is in the best position to determine if the waiver of any one of the internal fire protection measures listed in ARM 24.301.146(21)(c)(ii) through (ix) is a reasonable option. The department and the State Fire Marshal carefully considered each requirement in the proposed rule, while allowing the building official the flexibility to consider each unique rural event venue. The department and the State Fire Marshal agree that this proposed rule provides a clear and practical approach to protect health and safety, while allowing for increased economic development in rural areas.

Comment 10: Several commenters noted that the 2024 IBC and 2024 International Residential Code (IRC) changed the methodology for calculating minimum snow loads from "allowable stress design level" to a "strength level." The commenters argue that the current language in ARM 24.301.146(35) regarding ground snow loads and in ARM 24.301.154(6) regarding residential roof loads is now unclear, and the rules should be clarified to address the current methodologies referenced in the 2024 IBC and 2024 IRC. Commenters suggest that specific clarifications to the rule should include whether the load is based on the stress design level (ASD) or the strength level load (LFRD).

Response 10: The department did not propose any changes to ARM 24.301.146(35) regarding ground snow loads or to ARM 24.301.154(6) regarding residential roof loads; therefore, the rules cannot be changed at adoption of this rules project. The department may not adopt, amend, or repeal a rule without publishing the specific proposed change and allowing for public comment. 2-4-302, MCA. However, the department will consider these comments for a future rulemaking project, and the department may solicit additional information from interested persons to develop proposed rule language addressing this issue.

Comment 11: A commenter noted that the 2024 IRC does not contain a Subsection R137.5, as referenced in the proposed amendments to ARM 24.301.154(5).

Response 11: The department acknowledges the typo, and ARM 24.301.154 is amended in this adoption notice to cite to the correct subsection of the 2024 IRC, R317.5, Fire Sprinklers.

Comment 12: Regarding the department's proposed deletion of Section R309, Automatic Fire Sprinkler Systems, of the 2024 IRC in ARM 24.301.154(11), a commenter questioned the feasibility of requiring NFPA-compliant automatic sprinkler systems in residential structures of 3,600 square feet or greater, noting that a significant number of these structures operate as short-term rentals and essentially qualify as IBC Group R-1 structures (sleeping units with more than two dwelling units and transient occupants, such as boarding houses and hotels).

Response 12: The department is prohibited by state law from requiring sprinkler systems in single-family residential structures according to 50-60-203(5)(a), MCA: "[t]he department may not include in the state building code . . . a requirement for the installation of a fire sprinkler system in a single-family dwelling or a residential building that contains no more than two dwelling units[.]" While the size, location, and use of residential structures over 3,600 square feet present challenges for fire suppression, the department is statutorily prohibited from requiring sprinkler systems in these structures.

Comment 13: A commenter recommended against the deletion of Section C406, ADDITIONAL EFFICIENCY, RENEWABLE AND LOAD MANAGEMENT REQUIREMENTS, as part of the adoption of the 2024 International Energy Conservation Code (IECC) in ARM 24.301.161(20). The commenter argues that Section C406 has been adopted in prior versions of the IECC, including the 2021 IECC, and the elimination of the section represents a reduction in energy efficiency standards. The commenter states that Section C406 includes flexible and cost-effective options for energy savings, and the section helps to clarify other code sections. The commenter suggested several alternatives for adopting Section C406 with amendments that maintain energy savings, while addressing the department's stated concerns of high upfront implementation costs compared to energy savings.

Response 13: The department proposed the deletion of Section C406 of the 2024 IECC because Section C406 contains several sections that conflict with the state building code under 50-60-201, MCA; and Section C406 is available to local jurisdictions to adopt as voluntary, incentive-based energy conservation standards according to 50-60-106(3)(b), MCA. The purpose of the state building code includes energy efficiency, 50-60-102, MCA; however, the state building requires consideration of cost, health, and safety above energy efficiency and conservation. Furthermore, the state building code cannot require buildings "to have solar panels or wiring, batteries, or other equipment for solar panels or electric vehicles[,]" and the building code cannot prohibit or limit "the use of electric, natural gas, propane, or other energy source." 50-60-203(5)(b) and (6), MCA. The department is also prohibited from limiting or prohibiting "listed as acceptable for use by the United States environmental protection agency pursuant to 42 U.S.C. 7671k as safe alternatives to class I and class II ozone-depleting substances." 50-60-

203(8), MCA. With these statutory limits in mind, the department determined that the additional energy efficiency requirements in Section C406 of the 2024 IECC are not appropriate for the state building code, but the section is available for local jurisdictions to adopt as voluntary incentive-based standards.

Comment 14: A commenter stated that the department's adoption of the 2024 IECC, specifically ARM 24.301.161(23), Table R402.1.2, MAXIMUM ASSEMBLY U-FACTORS AND FENESTRATION REQUIREMENTS, contains errors and does not contain all of the updates and categories of building components in the 2024 IECC. The commenter also stated that Table R402.1.2 as proposed is inconsistent with another code section proposed for adoption in ARM 24.301.161(24), Table R402.1.3, INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT.

Response 14: Subsection R402.1.3: R-value alternative., of the 2024 IECC, which is adopted by reference without modification, states that Table R402.1.2 and Table R402.1.3 are intended to be alternative methods for calculating energy efficiency. The department is aware that adopting the tables as amended results in calculations from each table that are not exactly equivalent; however, the department adopts both tables to allow the public the option of two different methods for calculating energy savings. The purpose of the state building code includes a mandate to adopt regulations that result in "the efficient use of energy" and "encourage efficiencies;" the department is not required to mandate the most efficient means of energy savings in the state building code. 50-60-201, MCA.

Comment 15: A commenter recommended that the department eliminate the R-21 cavity-only alternative for both the residential and commercial prescriptive tables for walls in the department's adoption of the 2024 IECC in ARM 24.301.161. The commenter asserted that the R-values and U-factors for all other insulation requirements are consistent with Montana's climate zone, and the R-21 cavity-only value is a weaker alternative.

Response 15: The department maintains the R-21 cavity-only value because this form of insulation remains the most affordable and widely available option in Montana. The department has a statutory mandate to "reduce the cost of construction consistent with reasonable requirements for the health and safety" and implementing regulations that "will result in the efficient use of energy." 50-60-201(2), MCA. The R-21 insulation is a relatively efficient method of insulation that keeps down the cost of construction.

Comment 16: A commenter spoke in favor of amendment of a building or dwelling unit as having an air leakage rate from four air change per hour to three air changes per hour. The commenter stated that many builders are already building homes in compliance with the stricter air leakage rate, and the commenter emphasized the importance of Heat Recovery Ventilators (HRVs) and Energy Recovery Ventilators (HRVs) to maintain indoor air quality in homes. (The air leakage rate is part of the adoption of the 2024 IECC in ARM 24.301.161(27).)

Response 16: The department acknowledges the comment.

Comment 17: A commenter spoke in favor of the adoption of the 2024 International Swimming Pool and Spa Code in ARM 24.301.175. The commenter recommended the department also adopt the updated American National Standard for Public Pool and Spa Operations and Maintenance, a publication of the American Pool & Hot Tub Alliance and the International Code Council (ANSI/PHTA/ICC-2 2026) into ARM 37.115.106. The commenter notes that the prior publication, ANSI/PHTA/ICC 7 – 2020, is already adopted by reference in ARM 37.115.106(2).

Response 17: The Department of Labor and Industry does not have authority to amend the referenced rule, ARM 37.115.106, because the rules for operation of public swimming pools and public bathing places are under the jurisdiction of the Department of Public Health and Human Services. 50-53-103, MCA. The statute granting the Department of Public Health and Human Services authority over the operation of public swimming pools and public bathing places acknowledges that the Department of Labor and Industry is required to adopt the appropriate regulations related to "the design, construction, reconstruction, alteration, conversion, repair, inspection, or use of buildings or installation of equipment" for public swimming pools and public bathing places. 50-53-103(2), MCA. However, the operation of public swimming pools and public bathing places is governed by the Department of Public Health and Human Services under Title 50, chapter 53, MCA, and their implementing regulations in ARM Title 37, chapter 115.

Comment 18: A commenter recommended the department add an additional amendment to Chapter 7 of the 2023 National Electrical Code (NEC), adopted by reference in ARM 24.301.401. The commenter asks the department to adopt Section 702.4(A)(3) of the 2026 NEC because Section 702.4 of the 2023 NEC does not account for multimode inverter-based systems evaluated for PCS overload control. The commenter also recommended the department replace "Article 130, Part II" of the 2026 NEC with Section 750.30 of the 2023 NEC.

Response 18: The department is proposing to adopt the 2023 NEC in ARM 24.301.401, not the 2026 NEC as referenced in this comment; however, the 2023 NEC Article 90.4 allows a building code official to approve alternate methods and new products where assured equivalencies establishing and maintaining safety are met. Building code officials regularly consider references to newer codes, such as the 2026 NEC, as reasonable alternative means and methods that comply with the state building code. The department continually monitors new developments in technology, while also considering the benefits, cost, and availability of such technology before requiring any new technology in the state building code.

Comment 19: A commenter asked the department to change the deadline for outdoor outlets to have ground-fault circuit-interrupter (GFCI) protection in ARM 24.301.401(8) to the deadline of September 1, 2028, citing the NFPA's proposed amendments to the 2020, 2023, and 2026 NEC. The commenter also asked the department to expressly exempt HVAC (heating, ventilation, and air conditioning) equipment from the September 1, 2026 deadline for GFCI requirements in the 2020 NEC.

Response 19: The department acknowledges the comment. The department proposed the following language: "GFCI protection shall not be required for listed HVAC equipment. The department shall determine the expiration date of this exception[,]" amending 2023 NEC, Subsection 210.8(F), Outdoor Outlets, Exception No. 2, in ARM 24.301.401(8). The proposed language expressly exempts listed HVAC equipment from this requirement, and the department has not yet determined an appropriate deadline for requiring outdoor outlets to have GFCI protection based on Montana's unique social, geographic, and economic climates. When the department has gained sufficient information to determine an appropriate deadline in Montana, that deadline will be subject to the state's rulemaking process. Under the rulemaking process, regulators, stakeholders, industry professionals, and the public will have ample time to provide feedback on the proposed deadline before it becomes effective.

Contact

Department of Labor and Industry
(406) 444-5466
laborlegal@mt.gov
Montana Relay: 711

Rule Reviewer

Jennifer Stallkamp

Approval

Sarah Swanson, Commissioner

RESOLUTION NO. 2463

A RESOLUTION OF THE CITY OF HARDIN, MONTANA ADOPTING THE 2024 INTERNATIONAL EXISTING BUILDING CODE.

WHEREAS, the Administrative Rules of Montana, specifically A.R.M. § 24.301.202 requires all cities to adopt codes of the Montana Department of Labor and Industry that the City is certified to enforce;

WHEREAS, the City of Hardin desires to adopt the most recent International Existing Building Code set forth by the State of Montana; and

WHEREAS, the City Code of the City of Hardin § 4-1-1 et seq. generally instructs the City to adopt the most recent editions of building codes;

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

The City of Hardin adopts the 2024 International Existing Building Code, as adopted in MAR Notice No 2026-95.2, dated September 25, 2026, and the residential building code inspector of the City of Hardin shall enforce this Code.

The Mayor of the City of Hardin has the authority to sign this action, thereby adopting the 2024 International Existing Building Code.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this _____ day of November, 2026.

YEA VOTES _____ NAY VOTES _____

CITY OF HARDIN

BY:_____ ATTEST:_____

Mayor City Clerk

NOTICE OF PUBLIC HEARING

The Hardin-Big Horn County City-County Planning Board will conduct a Public Hearing at 7:00 PM on Monday, November 9, 2026, in the City Council Chambers, located at 401 N Cheyenne Ave. in Hardin, to receive comments and input concerning a zone change request submitted by Natasha J. Morton for property owned by Dorn Farms Inc., and to make a recommendation to the City Council to approve, approve with conditions, or deny the application.

The request, if approved, would change the zoning from R1 (east half) and SR (west half) to I1 for the entire 84.6-acre tract. The zone change will allow grain bins, a shop, and possibly a greenhouse to be developed and allow current agricultural uses to continue as allowed uses under the I1 zoning district.

The property is located northwest of the intersection of 3rd Street West/Highway 87 and North Mitchell Avenue. The property is legally described as a tract of land on COS 482(R), less Tract 1 of COS 586(A), located in Section 22, 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 October 22 and November 5

CITY-COUNTY PLANNING BOARD **PO BOX 305**
CITY OF HARDIN / BIG HORN COUNTY **HARDIN MT 59034-0305**

Public Hearings

11/9/2026 at 7:00pm

Zone Change Request

Submitted by: Dorn Farms Inc

This public hearing is to receive public comment and to answer questions.
The CCPB will table further discussion and recommendation for the November 16th, 2026 special meeting.

Regular Meeting

11/9/2026 at 7:00pm

1. Call to order

2. Submission of minutes from October 2026
   I. Discussion
   II. Board Vote on Minutes from October 2026

3. Submission of financial statement(s) & bill(s) to be paid
   I. Discussion
   II. Board Vote on Financial Statement(s) & Bill(s) to be Paid

4. Old Business
   a. Colloquy of CCPB Members
   b. Mill Information & 2026 Certified Taxable Valuation Information
      I. Discussion of Mill Levies
   c. Look over CCPB Bylaws for Update
   d. CCPB Secretary Position
      I. Discussion of job description, advertisement and pay rate
5. New Business
   a. CTAP Training Meeting Recap
6. Announcements

7. Public Comment(s)

8. Adjournment

MAYOR
Riley Ramsey

POLICE CHIEF
Benjamin W. Allen

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 2025

Title 76, Chapter 1, Part 2
MCA 76-1-2

Term Expires December 2027
Please Submit a Letter of Interest
By November 25, 2026 to

Mayor Riley Ramsey
406 N. Cheyenne Ave
Hardin, MT 59034

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