

MAYOR  
Joe Purcell  
  
POLICE CHIEF  
Paul M. George Jr.



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

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

**Council Meeting**  
**of Tuesday, March 5, 2024**

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

**Topic: City of Hardin Council Meeting – 3/05/2024**

Start Time: 6:30 p.m. Mountain Time

**Council Meeting – 6:30 p.m.**

The meeting will open at 6:15 p.m.

If you will be logging into the Council meeting by:

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

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

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

**Join Zoom Meeting**

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

**Meeting ID: 989 710 4479**

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

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

Meeting ID: 989 710 4479

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

**AGENDA**

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

**March 5, 2024**

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

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

Alderspersons: Steven Hopes \_\_\_\_\_ Clayton Greer \_\_\_\_\_ Chris Sharpe \_\_\_\_\_  
Rock Massine \_\_\_\_\_ Jeremy Krebs \_\_\_\_\_ Antonio Espinoza \_\_\_\_\_

**CONSENT AGENDA:**

Council Meeting 2/20/2024 Claims

**PUBLIC COMMENT:**

**MAYOR:**

**COMMITTEE REPORTS:**

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

**SPECIAL COMMITTEES:**

**PETITIONS & COMMUNICATION:**

- Hardin Public Schools – Portrait of A Graduate

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- HB 355 Projects
- Interstate Engineering - Wayfinding Bid
- Interstate Engineering - Hardin Wayfinding Proposal
- Rocky Mountain Power - Ash Disposal Agreement Amendment
- Rocky Mountain Power - Agreement for Reimbursement for Street Lights
- Letter of request - sewer bill
- User Classification - Residential Garbage

**STAFF REPORTS**

- **Public Works:**
- **Finance:** ○ Landfill Closure & Post-Closure Estimates ○ TIFD - Continuing Disclosure/Event Notice
- **Police:**
- **Legal:**
- **Economic Development:**

**RESOLUTIONS & ORDINANCES:**

Resolution NO. 2360: Authorize Submission of a CDBG Grant Application to Fund a Comprehensive Economic Development Strategy Plan

Resolution NO. 2361: To Authorize the Sale of Surplus Property

Resolution NO. 2362: Authorize Submission of an Application for USDA Rural Development Grant to Assist with the Purchase of Garbage Truck

Ordinance NO. 2024-06: Second Reading: To Remove a Certain Type of Use for Areas Zoned as R2 General Residential District

Ordinance NO. 2024-07: Authorize the Superintendent of Public Works to Classify Solid Waste Use for Residential Properties

**ANNOUNCEMENTS:**

Public Hearing for HB 355: Scheduled for Tuesday, March 19, 2024 at 6:20 p.m. at City Council Chambers

Invitation to Bid for surplus property will be advertised soon - all bids must be submitted by Thursday, March 28, 2024 at 3:00 p.m.

City of Hardin Job Openings: Full time positions: Police Officers, School Resource Officer, and Police Service Aid (PSA). Part-Time position: Building Inspector/Code Enforcement Apprentice. Positions are open until filled.

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

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

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

**COUNCIL MEETING: The Regular Council Meeting for February 20, 2024 was called to order at 6:30 p.m. Mayor Joe Purcell presiding by reciting the Pledge of Allegiance.**

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

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

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

**MINUTES OF THE PREVIOUS MEETINGS & CLAIMS:** Hopes made the motion to approve the Council minutes as written for February 6, 2024. Motion seconded by Sharpe. On a voice vote the motion was unanimously approved.

Greer made a motion to approve the claims for February 20, 2024.

	CLAIM No.	Monthly Total
December, 2023	30694	\$ 9,793.60
January, 2024	30666-30679, 30681-30683, 30685-30687 30689-30693	\$ 84,445.04
February, 2024	30680, 30684, 30688	\$ <u>200,933.30</u>
<b>Total Submitted</b>		<b>\$ 295,171.94</b>

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

**PUBLIC COMMENT:**

Cory Kenney referenced the first reading of Ordinance No. 2024-06 and asked if this will affect trailer houses in R2 district and wanted to clarify R3 zoning doesn't change. Mayor Purcell noted it will not affect where they are already established and it does not change R3 zoning.

Kenney referenced Ordinance NO. 2024-02, regarding the definition of driveway and parking, and asked what if a home needs repairs, is being modified or under construction, contractors need to get as close as they can, and doesn't want this to be an issue. Mayor Purcell noted it addresses long term parking. Kenney asked if this applies to primarily front yards. Mayor Purcell noted just front yards, sidewalks and boulevards. Knudsen voiced parking is not allowed on sidewalks or the apron.

**MAYOR:**

Mayor Purcell reported he is meeting with Paul Green, Director of the Department of Commerce, to discuss programs that are available to the City; he will be meeting with Robert Grant to discuss the ash contract and their plans for street lights on Sugar Factory Road; he will be attending the Montana League of Cities and Towns 2024 Executive Forum in Sidney, MT from February 28<sup>th</sup> to March 1<sup>st</sup>; and he will be representing Montana while attending the National Congressional Conference for the National League of Cities and Towns in mid-March.

**Personnel Policy/City Policy:**

Mayor Purcell reported the City has job openings for Police Officers, School Resource Officer (SRO), Animal Control, Building Inspector/Code Enforcement Apprentice, and General Laborer to Maintenance Worker I to Maintenance Worker V. All positions are open until filled.

**Sewer & Water:**

**Law Enforcement:**  
**Streets & Alleys:**  
**Parks & Playgrounds:**  
**Finance/Landfill:**

**Resolutions & Ordinances:**

Sharpe read City Code 8-1-3. He noted the Superintendent of Public Works shall determine the volume of garbage produced, add or downsize for business, commercial, educational and other institutions, but it does not list residential. A committee meeting will be held to review the ordinance.

**SPECIAL COMMITTEES:**

**PETITIONS & COMMUNICATIONS:**

**UNFINISHED BUSINESS: N/A**

**NEW BUSINESS:**

Lehr reviewed the amended interlocal agreement to the Lodge Grass Interlocal Agreement. The two different schedules, Schedule 1 for equipment and Schedule 2 for the construction, will be bid at the same time. Knudsen noted the new contract will replace the previous agreement. Hopes motioned to approve the amended contract. Espinoza seconded. On a voice vote the motion was unanimously approved.

Hurff reported he received a quote from Maguire in the amount of \$36,550.00 to install two new Gridbee model GS-9 submersible mixers into the interior of the two potable water tanks. Hurff noted this does not include the cost to hire an electrician. Kal Tucker, with Maguire, voiced the electrical will be brought to the exterior of the tank for an electrician. Massine motioned to move forward with the bid. Hopes seconded. On a voice vote the motion was unanimously approved.

**STAFF REPORTS:**

**Public Works:**

**Finance:**

Lehr reported the application for the Montana Department of Commerce Community Reinvestment Plan Act, Planning Grant Program was submitted by the February 9<sup>th</sup> deadline and accepted; the Coal Board received the application submitted for a new garbage truck and the application will go before the Coal Board at the March 14<sup>th</sup> Meeting in Billings, MT; one proposal was submitted by Interstate Engineering for the Wayfinding Plan, the proposal will be reviewed by he, Mayor Purcell, and Tina Toyne; the new CD, previously approved by Council, was created at Little Horn State Bank and another CD that was due was rolled over into a six month CD at the rate of 5.05%; the first invoice was received from Morrison-Maierle for the Lodge Grass equipment procurement and the first reimbursement will be requested.

**Police:**

Police Chief Paul George reviewed calls for service; there have been interviews for officers, one candidate will be submitted to the Police Commission and another candidate is in the process. Chief George noted there has been one application received for the animal control position.

**Legal:**

**Economic Development:**

**RESOLUTIONS & ORDINANCES:**

**Resolution NO. 2359: Calling for an Election on the Question of Conducting a Local Government Review and Establishing a Study Commission to Do So.** Sharpe motioned to approve the resolution. Espinoza seconded. On a voice vote the motion was unanimously approved.

**Ordinance NO. 2024-01: Second Reading - Allow Fireworks During New Years Eve.** Hopes motioned to approve the ordinance. Massine seconded. On a voice vote the motion was unanimously approved.

**Ordinance NO. 2024-02: Second Reading - Change Definitions of Driveways and to Regulate Parking on Driveways and Boulevards.** Hopes motioned to approve the ordinance. Greer seconded. On a voice vote the motion was unanimously approved.

**Ordinance NO. 2024-03: Second Reading - Change the Dimensions of a Private Garage Accessory Building.** Hopes motioned to approve the ordinance. Sharpe seconded. On a voice vote the motion was unanimously approved.

**Ordinance NO. 2024-04: Second Reading - Establishing Uniform Street Widths for New Construction.** Greer motioned to approve the ordinance. Sharpe seconded. On a voice vote the motion was unanimously approved.

**Ordinance NO. 2024-05: Second Reading - Update the Floodplain Regulations.** Massine motioned to approve the ordinance. Sharpe seconded. On a voice vote the motion was unanimously approved.

**Ordinance NO. 2024-06: To Remove a Certain Type of Use for Areas Zoned as R2 General Residential District.** Massine motioned to approve the first reading of the ordinance. Greer seconded. On a voice vote the motion was unanimously approved.

Mayor Purcell announce the ordinances will go into effect thirty days from their second readings.

**ANNOUNCEMENTS:**

Mayor Purcell announced the following employee anniversaries: Rennie Imasa, 1 year; Trevor Lutt, 12 years; and Drew Lehr, 4 years; the RFP contract for the Wayfinding Plan - to be decided at the March 54, 2024 Council meeting; and City of Hardin has the following Job Openings: Full time positions: Police Officers, School Resource Officer, Animal Control, and General Laborer or Maintenance Worker I-Maintenance Worker V. Part-Time position: Building Inspector/Code Enforcement Apprentice. Positions are open until filled.

Greer motioned to adjourn the meeting at 7:00 p.m. Hopes seconded. On a voice vote the motion was unanimously approved.

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**Joe Purcell, Mayor**

**ATTEST:**

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

# City of Hardin

Submitted for Approval

March 5, 2024

Month	CLAIM No.	Monthly Total
January, 2024	30751	\$ 80.61
February, 2024	30715-30731, 30734-30749, 30752-30757, 30760-30762	45,696.56
March, 2024	30695-30714, 30732-30733, 30750, 30758- 30759	<u>457,323.92</u>
<b>Claims Total (Expenditures)</b>		<b>\$ 503,101.09</b>
<b>Februrary Payroll</b>		<u>197,381.94</u>
<b>TOTAL Submitted</b>		<b>\$ 700,483.03</b>

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

Vendor	Purpose	Check #	Amount
MATOVICH OIL CO.	Fuel, oil, Diesel, DEF, etc	40097	9,122.96
JORDAN W KNUDSEN	Legal Services	40090	8,000.00
FIRST INTERSTATE BANK (MASTERCARD)	Credit card purchases Jan - Feb	99729	6,483.03
911INET LLC	Dispatch and CAD services 2024	99728	55,000.00
<i>Approved Previously January 16, 2024</i>			
BIG SKY FIRE EQUIPMENT	SCBA's for Fire Department	40076	99,893.80
<b>TIFD DEBT PAYMENT</b>			
US BANK NATIONAL ASSOC	Interest payment TIFD Bond	99730	300,000.00

CITY OF HARDIN  
Claims Report

For the Accounting Period: January, 2024

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Vendor	Claim #	Check	Amount
BIG SKY LINEN & UNIFORM INC	CL 30751	-99733	80.61

**CITY OF HARDIN**

Claims Report

**For the Accounting Period: February, 2024**

<b>Vendor</b>	<b>Claim #</b>	<b>Check</b>	<b>Amount</b>
CENTURYLINK	CL 30715	-99732	220.38
MONTANA DAKOTA UTILITIES	CL 30716	40100	2,356.48
BIG SKY FIRE EQUIPMENT	CL 30717	40076	840.00
KELSEY TORSKE	CL 30718	40092	21.70
KOLE PASSES	CL 30719	40093	15.00
TRESSA HEBDON	CL 30720	40107	15.00
FERGUSON ENTERPRISES INC	CL 30721	40086	2,071.06
CARQUEST AUTO PARTS	CL 30722	40079	58.57
CREATIVE MONOGRAMS	CL 30723	40084	36.00
ENERGY LABORATORIES INC	CL 30724	40085	1,120.50
STREET DECOR, INC	CL 30725	40105	34.72
HAWKINS, INC	CL 30726	40087	2,090.00
WEGNER WATER SERVICES INC	CL 30727	40110	100.00
TWO LEGGINS WATER USERS	CL 30728	40108	240.00
LUMBERZACS INC	CL 30729	40095	18.07
RDO EQUIPMENT	CL 30730	40104	396.93
Railroad Management Company III,LLC	CL 30731	40103	379.14
LOVE'S TRUCK CARE	CL 30734	40094	150.00
JMG CONTRACTING INC	CL 30735	40089	150.00
KARL BURNS	CL 30736	40091	61.25
MJC & MCCA	CL 30737	40099	260.00
CHELSEY OLD ELK	CL 30738	40082	15.00
CITY WATER DEPT	CL 30739	40083	433.70
BIG SKY LINEN & UNIFORM INC	CL 30740	40077	111.45
CenturyLink	CL 30741	40080	1,329.70
MICHAEL HURFF Jr	CL 30742	40098	7.50
CERTIFIED LABORATORIES	CL 30743	40081	1,410.68
BIG HORN HOSPITAL ASSOCIATION	CL 30744	40075	55.00
HOLTZ INDUSTRIES INC	CL 30745	40088	803.74
LYNN'S SUPERFOODS	CL 30746	40096	71.67
TRACTOR & EQUIPMENT CO	CL 30747	40106	106.16
MATOVICH OIL CO.	CL 30748	40097	9,122.96
MONTANA LEGISLATIVE SERVICES DIVISION	CL 30749	40101	700.00
ASPEN PRACTICE P.C.	CL 30752	40073	1,500.00
ANIMAL CARE CENTER	CL 30753	40072	50.00
JORDAN W KNUDSEN	CL 30754	40090	8,000.00
MOUNTAIN ALARM	CL 30755	40102	464.50
SHI INTERNATIONAL CORP	CL 30756	-99731	1,320.00
* CASH	CL 30757	40071	127.65
FIRST INTERSTATE BANK (MASTERCARD)	CL 30760	-99729	6,483.03
BARRY DAMSCHEN CONSULTING, LLC	CL 30761	40074	1,650.00
BILL'S AUTO PARTS	CL 30762	40078	1,299.02
			<b>45,696.56</b>



CITY OF HARDIN

Claims Report

For the Accounting Period: March, 2024

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Vendor	Claim #	Check	Amount
JACK WEICHMAN	CL 30695	40051	100.00
BOB SCHOEN	CL 30696	40052	100.00
PAT BRECKENRIDGE	CL 30697	40053	100.00
TERRY BULLIS	CL 30698	40054	100.00
RON NEDENS	CL 30699	40055	100.00
DENNIS FOX	CL 30700	40056	100.00
HARRY KAUTZMAN	CL 30701	40057	100.00
ROB BRYSON	CL 30702	40058	100.00
KENTON G KEPP	CL 30703	40059	100.00
JAY LUNDBERG	CL 30704	40060	100.00
DANIEL J KLINGENSTEIN	CL 30705	40061	100.00
LARRY W VANDERSLOOT	CL 30706	40062	100.00
JIM WEDEL	CL 30707	40063	100.00
TIM A WAGNER	CL 30708	40064	100.00
TEDDY J BURROUGHS	CL 30709	40065	100.00
KATHERINE M JOHNSON	CL 30710	40066	50.00
SANDRA K BIERY	CL 30711	40067	50.00
KEITH BRECKENRIDGE	CL 30712	40068	100.00
JERRY WEMPLE	CL 30713	40069	100.00
MARK BETTS	CL 30714	40070	100.00
WISPWEST.NET	CL 30732	40111	115.12
U.S. POSTAL SERVICE	CL 30733	40109	415.00
BIG SKY FIRE EQUIPMENT	CL 30750	40076	99,893.80
US BANK NATIONAL ASSOC	CL 30758	-99730	300,000.00
911INET LLC	CL 30759	-99728	55,000.00
			<b>457,323.92</b>

**CITY OF HARDIN**

Check Report

3/5/2024

Vendor	Claim #	Check	Amount
JACK WEICHMAN	CL 30695	40051	100.00
BOB SCHOEN	CL 30696	40052	100.00
PAT BRECKENRIDGE	CL 30697	40053	100.00
TERRY BULLIS	CL 30698	40054	100.00
RON NEDENS	CL 30699	40055	100.00
DENNIS FOX	CL 30700	40056	100.00
HARRY KAUTZMAN	CL 30701	40057	100.00
ROB BRYSON	CL 30702	40058	100.00
KENTON G KEPP	CL 30703	40059	100.00
JAY LUNDBERG	CL 30704	40060	100.00
DANIEL J KLINGENSTEIN	CL 30705	40061	100.00
LARRY W VANDERSLOOT	CL 30706	40062	100.00
JIM WEDEL	CL 30707	40063	100.00
TIM A WAGNER	CL 30708	40064	100.00
TEDDY J BURROUGHS	CL 30709	40065	100.00
KATHERINE M JOHNSON	CL 30710	40066	50.00
SANDRA K BIERY	CL 30711	40067	50.00
KEITH BRECKENRIDGE	CL 30712	40068	100.00
JERRY WEMPLE	CL 30713	40069	100.00
MARK BETTS	CL 30714	40070	100.00
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ANIMAL CARE CENTER	CL 30753	40072	50.00
ASPEN PRACTICE P.C.	CL 30752	40073	1,500.00
BARRY DAMSCHEN CONSULTING, LLC	CL 30761	40074	1,650.00
BIG HORN HOSPITAL ASSOCIATION	CL 30744	40075	55.00
BIG SKY FIRE EQUIPMENT	CL 30717	40076	840.00
BIG SKY FIRE EQUIPMENT	CL 30750	40076	99,893.80
BIG SKY LINEN & UNIFORM INC	CL 30740	40077	111.45
BILL'S AUTO PARTS	CL 30762	40078	1,299.02
CARQUEST AUTO PARTS	CL 30722	40079	58.57
CenturyLink	CL 30741	40080	1,329.70
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HAWKINS, INC	CL 30726	40087	2,090.00
HOLTZ INDUSTRIES INC	CL 30745	40088	803.74
JMG CONTRACTING INC	CL 30735	40089	150.00
JORDAN W KNUDSEN	CL 30754	40090	8,000.00
KARL BURNS	CL 30736	40091	61.25
KELSEY TORSKE	CL 30718	40092	21.70

**CITY OF HARDIN**

Check Report

3/5/2024

Vendor	Claim #	Check	Amount
KOLE PASSES	CL 30719	40093	15.00
LOVE'S TRUCK CARE	CL 30734	40094	150.00
LUMBERZACS INC	CL 30729	40095	18.07
LYNN'S SUPERFOODS	CL 30746	40096	71.67
MATOVICH OIL CO.	CL 30748	40097	9,122.96
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TRESSA HEBDON	CL 30720	40107	15.00
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WEGNER WATER SERVICES INC	CL 30727	40110	100.00
WISPWEST.NET	CL 30732	40111	115.12
911INET LLC	CL 30759	-99728	55,000.00
FIRST INTERSTATE BANK (MASTERCARD)	CL 30760	-99729	6,483.03
US BANK NATIONAL ASSOC	CL 30758	-99730	300,000.00
SHI INTERNATIONAL CORP	CL 30756	-99731	1,320.00
CENTURYLINK	CL 30715	-99732	220.38
BIG SKY LINEN & UNIFORM INC	CL 30751	-99733	80.61
			<b>503,101.09</b>



# Hardin Public Schools

## Districts 17H & 1

*Striving for Excellence, Achieving Success*

401 Park Road  
Hardin, MT 59034  
(406) 665-9300

[www.hardin.k12.mt.us](http://www.hardin.k12.mt.us)

February 26, 2024

Hello Business Owner,

We are actively engaging our community in developing a Portrait of a Graduate, a collective vision that articulates our aspirations for **every student** in Hardin Public Schools. Our Portrait of a Graduate will serve as North Star for our schools, bringing our community together with a shared vision.

You are a valued member of our community, and we need your voice and perspective! I invite you to join our Portrait Design Team, and share ongoing input, and together inform our Portrait of a Graduate.

Over the next few months, the Portrait Design Team will explore the following questions:

- What are the **hopes, dreams, and aspirations** that our community has for our young people?
- What are the **skills and mindsets** that our children need for success in this rapidly changing and complex world?
- What are the **implications for the design of the learning experiences**—and equitable access to those experiences—we provide in our school systems?

Save these dates! Our Portrait Design Team will meet four times to design the Portrait of a Graduate, and each meeting builds upon the other:

- **Meeting 1:** March 12: 5:30 - 8:00 PM in the Middle School Auditorium
- **Meeting 2:** March 14: 5:30 - 7:30 PM in the Middle School Auditorium
- **Meeting 3:** April 29: 5:30 - 7:30 PM in the Middle School Auditorium
- **Meeting 4:** May 29: 5:30 - 7:30 in the Middle School Auditorium

We want our Portrait of a Graduate to be locally developed and globally positioned. I hope that you'll bring your unique perspective to this collaborative process. Our shared aspiration is that all of our students have an educational experience that prepares them to be lifelong learners and contributors today *and* tomorrow.

**Will you join our Portrait Design Team?** Please RSVP to Cherlyn Greer at (406) 665-9301 or [cherlyn.greer@hardin.k12.mt.us](mailto:cherlyn.greer@hardin.k12.mt.us) to let us know if you can help lead this exciting work.

Please don't hesitate to reach out directly to me at (406) 665-9304 or [tobin.novasio@hardin.k12.mt.us](mailto:tobin.novasio@hardin.k12.mt.us) with any questions or concerns.

Tobin Novasio  
Superintendent  
Hardin Public Schools

## COMPANY OVERVIEW

Interstate Engineering, Inc. (IEI) offers the necessary expertise and experience to support our clients in comprehensive planning and future land use planning. The team members that make up the Planning Group at IEI have been delivering quality short- and long-term planning solutions to communities in our region for over 15 years. With economic, social, and technological changes altering the way cities approach housing and development, IEI continues to lead the planning consultation industry, finding solutions to fit the needs and budget for every project and every client.

## MEET THE TEAM

- Rachel Laqua, AICP
- Jacob Cote, Planner
- Jason Boucher, GIS
- Brent Moore, AICP
- Zach Grapentine, PE
- Gordon Lemmel, PLA, ASLA
- Genna Granada, Graphic Designer, Cushing Terrell

## PROJECT OVERVIEW

### Objective

The City of Hardin has recently received a Montana Department of Commerce Grant to create a city wayfinding plan, as recommended in the 2021 growth policy.

The City has asked for the following items to be addressed in the scope, in priority order:

1. Signage and Wayfinding Plan
2. Coordination with MDT
3. Downtown Parking Plan
4. Public Involvement
5. Mobile App & GIS

Interstate Engineering has partnered with Cushing Terrell to work with the City to accomplish these objectives. The limited budget of \$40,000 will require further prioritization of work, and recommendations are made below.

### Approach

IEI understands the scale of the project and is prepared to provide the guidance and deliverables necessary to accomplish the city's goals. IEI has identified team members offering the greatest experience with Hardin's needs to complete the project tasks.

### Project Management

Team members trained in project management and planning and engineering best practices will manage project finances, contracts, operations, and schedules. Due to the intrinsic nature of the project's tasks depending on preceding tasks, project management will occur in a progressing percent complete tracked against the overall project budget. Project managers will conduct ongoing tracking and monitoring of the scope, schedule, and budget to keep the overall project on track. Team members will be available to provide the City of Hardin with regular updates on project progress, including status of deliverables and remaining budget.

availability. Any additional reports or meetings requested by the city will be provided by project team members with the available resources.

### **Project Reporting and Invoicing**

The project managers will provide project status reports to the City of Hardin on a schedule to be determined during the kickoff meeting. The IEI administrative staff will provide invoices to the city on a pre-determined schedule or by project milestones.

## **PROJECT TASKS**

### **1. Kickoff**

The project manager will set up the project for budget management and perform internal project startup tasks. The team will conduct a project kickoff meeting with IEI staff, City of Hardin officials, and any relevant stakeholders. The team will review the schedule and project priorities, as well as gather initial information on destination sites and locations deemed vital for signage.

### **2. Stakeholder Group Meetings**

IEI and City of Hardin officials will work ahead of time to schedule group meetings with stakeholders and community members to determine additional destination information and design desires. These meetings will be facilitated to gather as much information as possible in a short period of time.

### **3. Signage and Wayfinding Program Design**

IEI will develop a signage plan and associated map, with all signs and directions to be in compliance with MTD, FHWA, and MUTCD standards. Cushing Terrell will design the signage to create a city-wide cohesive look that will provide expert branding and clear direction for users.

### **4. Visual Preference Survey**

IEI will attend one summer event (most likely the Farmer's Market) and coordinate with City officials to host a project committee meeting at which a visual preference survey will be conducted. This will allow the community to gain an understanding of the project and provide input on a limited number of options for design, building ownership of the project and community support. At the same time, IEI staff will ground-verify signage locations and schedule any needed meetings with MDT.

### **5. Final Approval**

After final review of the draft plan, IEI will work with City of Hardin officials to officially approve the wayfinding plan.

## **FINAL DELIVERABLES**

1. Wayfinding Plan document with sign and message schedule
2. Design intent drawings for signs (enough for fabricators to bid)
3. Any artwork developed for the sign 'brand' or maps

## **OPTIONAL ADD-ON TASKS**

Any additional tasks will be discussed with IEI and City of Hardin to determine an exact scope and complete budget.

### **1. Initial IEI Site Visit**

IEI staff have the availability to do an initial site visit in early March prior to the kickoff meeting, reviewing on the ground data and allowing for preliminary familiarity with project needs.

### **2. Public Survey**

Conducting a public survey via digital means to gather additional destination information from the general public. This would allow for earlier public participation and will increase community support. Information on the survey can be disseminated through the City website, City social media, and the Brief, the local newspaper.

### **3. Mobile App Design and GIS mapping**

IEI will design a GIS map of signage, and will design a mobile app of destinations for use by the City of Hardin. IEI will work with the City of Hardin to determine exact goals of the app to tailor its use.

**4. Parking Management Plan**

IEI will review existing parking in the downtown area, analyze parking needs, and create a management and future operations plan for the City of Hardin.

**5. City Branding**

City officials have noted that there is a potential opportunity to use the wayfinding effort to create a new brand for the City of Hardin. IEI would assist in this effort, creating a full branding plan. Public opinion on the brand could be gathered simultaneously with the wayfinding effort, or could be done separately.

## SCHEDULE

The final schedule for the project will be established during the first project kickoff meeting, but the initial schedule would be:

### March

- Beginning conversations with MDT; *optional initial site visit by staff*
- Schedule kickoff meeting
- Schedule stakeholder meetings to determine interest points and destinations

### April

- Kickoff meeting
- Stakeholder meetings on interest points and destinations
- Beginning design concepts from Cushing Terrell
- *Optional public survey*
- *Optional kickoff of City Branding & Mobile App Development*

### May

- Development of signage plan
- Review of draft design concepts from by City Staff
- *Optional Mobile app development*

### June

- Development of signage plan
- Review with MDT
- *Optional start to Parking Management Plan*

### July

- Visual preference survey at Farmers Market
- Site verify signage plan
- Review by MTDOT

### August

- Final approval

## BUDGET

Service (Full Scope)	Service	Cost
	Signage Plan	\$10,535.00
	Design Development	\$11,000.00
	Public Involvement	\$14,370.00
	MDT Coordination	\$2,025.00
	Reimbursements	\$2,000.00
	<b>Total Cost:</b>	<b>\$39,930.00</b>
<b>Service (Add On)</b>		
	Initial Visit	\$1,377.00
	Public Survey	\$4,115.00
	Mobile App & GIS Mapping	\$5,250.00
	Parking Management Plan	\$11,270.00
	City Branding	\$10,325.00
	<b>Add-on Total Cost:</b>	<b>\$32,377.00</b>
	<b>Full Cost:</b>	<b>\$72,267.00</b>



## **AGREEMENT FOR PLANNING AND ENGINEERING SERVICES**

THIS AGREEMENT, by and between City of Hardin, Montana, hereinafter called the OWNER, and Interstate Engineering, Inc., Williston, North Dakota, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to develop a City Wayfinding Plan for Hardin, MT as outlined above and the ENGINEER agrees to perform the professional planning and engineering services required for the project.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

### **SECTION A – PLANNING AND ENGINEERING SERVICES:**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the ENGINEER shall furnish planning services according to the attached Work Program, Schedule, and Budget.

### **SECTION B – GENERAL CONDITIONS:**

1. This agreement may be terminated by either party at any time upon 15 days written notice previous to termination. This written notice will be mailed by certified mailing procedures. In the event that such termination should take place at any time other than at the completion of the work to be performed by the ENGINEER, the ENGINEER will be paid by the OWNER for all work completed to date of termination on an hourly basis as set forth in the firm's most recent Schedule of Rates.
2. Reproducible copies of all drawings, prints, plans and field notes prepared by the ENGINEER, prior to such termination shall be made available to the OWNER. The cost shall be charged to the OWNER as set forth in our most recent Schedule of Rates.
3. The scope and extent of engineering services to be provided under this AGREEMENT does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER, except for suits or claims between the parties of this AGREEMENT.
4. Additional services not specified in Section A, but subsequently requested by the OWNER, shall be included in the appropriate budget amendment or a separate agreement shall be written for the additional services.
5. All controversies arising out of the work that cannot be settled by mutual agreement shall be submitted to mediation.
6. As consideration for providing the services described in Section A, the OWNER shall pay the ENGINEER on a time, materials and expenses basis, as described in the PROJECT BUDGET as attached.
7. Consideration for all services performed by ENGINEER pursuant to this AGREEMENT shall be paid by OWNER at the ENGINEER's rates for time and materials unless noted otherwise.
8. The Scope of Services for the project shall be limited to the scope and fee so contained therein. Changes in the indicated Scope of Services shall be subject to renegotiation and shall be implemented by a formal amendment to the Agreement.
9. The fees listed in the agreement are based on the ENGINEER's hourly rate schedule and expenses estimated for completing the work in the time frames indicated in each the attached schedule. Should the performance of services be delayed because of circumstances beyond the control of the ENGINEER, the basis of payment of fees will be renegotiated to provide for additional costs of service.

Additional Add-on Services Requested: Fill in by hand if requested.

Service	Required
Initial Site Visit	
Public Survey	
Mobile App and GIS Mapping	
Parking Management Plan	
City Branding	

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2024.

Attested:

City of Hardin:

\_\_\_\_\_

\_\_\_\_\_

Attested:

Interstate Engineering, Inc.

Brent Moore, Regional Vice President

  
\_\_\_\_\_



Professional Services

Master Plan for Wayfinding and Signage

The City of Hardin, Montana



**INTERSTATE**  
ENGINEERING

**Cushing  
Terrell.**



Andrew Lehr - Finance Officer/City Clerk  
Tina Toyne - Economic Development Director  
City of Hardin  
406 N. Cheyenne Ave.  
Hardin, MT 59034

RE: Professional Services Master Plan for Wayfinding and Signage

Dear Mr. Lehr and Ms. Toyne,

In today's competitive landscape, communities increasingly recognize the pivotal role of wayfinding programs to drive economic development and enhance overall community visibility. We are excited to participate in this implementation element of the recently completed growth policy. We have enjoyed working in Hardin, and Interstate Engineering has teamed with Cushing Terrell to complete this vital project.

The team we have compiled has diverse experience with wayfinding in various communities. Our Planning Director, Rachel Laqua, recently completed a wayfinding program for the City of Williston while she was a planner there. Rachel joined Interstate Engineering over a year ago and brings a strong understanding of plan implementation to our team. We have also included our landscape architect, Gordon Lemmel. Gordon worked for several years in Billings for Peaks to Plains Landscape Architecture, with whom we teamed in developing a wayfinding program for the Lockwood Pedestrian District. Our GIS Group Leader in Sheridan, Wyoming, Jason Boucher, takes pride in developing mobile applications for GIS and is excited about the opportunity to aid in this project. Our Traffic Engineer, Zach Grapentine, will coordinate with the Montana Department of Transportation. Lastly, to round out our team, I worked with Genna Granada for ten years as the previous Planning Director at Cushing Terrell. I am excited to have her join our team and utilize the experience she gained by developing wayfinding programs in Great Falls, Red Lodge, and Glasgow.

The team is focused and has the diverse experience you need to complete this planning effort with a limited budget. Our commitment extends beyond the contract. As a team with a long-term presence in the community, we are available for consultation to help deliver the successful implementation and achievement of the wayfinding program.

Thank you for considering our proposal. We look forward to collaborating and offering our collective expertise and passion toward realizing your vision. We welcome any questions regarding our firm and our work.

Respectfully submitted,  
INTERSTATE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Brent Moore', with a horizontal line extending to the right.

Brent Moore, AICP  
Project Manager | Vice-President  
Brent.Moore@InterstateEng.com

# 1. Project Headquarters Location

For the City of Hardin, our office in Red Lodge will serve as the project headquarters. With an office and team members located in the region, we can provide timely service.

Interstate Engineering | 606 South Grant Avenue | PO Box 1517 | Red Lodge, MT 59068

## **BRENT MOORE, AICP**

*Client Manager & Project Manager*

(406) 690.7510 | Brent.Moore@interstateeng.com

# 2. Past Experience of the Consulting Team

## Great Falls Signage and Wayfinding System

### **GREAT FALLS, MT**

With the goal of driving tourism and visitors into the downtown district, Cushing Terrell was asked to develop a wayfinding plan to alert visitors to recreational opportunities, historical features, and other amenities within this core region. The client's forward-thinking leaders quickly realized the plan should extend to include the entire city, and all the hidden 'jewels' within the Great Falls community.

Engaging a steering committee, diverse stakeholders and the general public, Cushing Terrell planners and graphic designers were able to synthesize a manageable and implementable plan which was adopted by the city. The wayfinding plan includes thorough maps for both vehicular and pedestrian signs, a robust sign family – compliant with local and state agency requirements, a comprehensive sign schedule – complete with sign locations and messaging, and detailed fabrication documents.

#### *Outcomes and Successes:*

The Cushing Terrell team guided a steering committee, a stakeholder group and the general public through the project process all while navigating the challenges of the COVID pandemic. The team came up with creative solutions to accomplish project goals. The Great Falls community is proud of the final result.

*Timeline:* Mar. 2020 - Nov. 2020



# City of Red Lodge Wayfinding Plan

## RED LODGE, MT

Cushing Terrell worked closely with the city and community stakeholders in the development of an outline of the intent for new sign design, and an implementation of larger branding and marketing efforts initiated recently. The wayfinding plan presents an outline of the public and stakeholder input received. Preliminary mapping was performed to identify suitable locations for specific sign types and applications (promoting linkages between trail networks, pedestrian, and bike facilities).

The Cushing Terrell team developed a successful wayfinding and signage plan that guides the energy of locals and tourists alike and creates a sense of community that will provide regional benefits by increasing exposure to businesses, economic growth opportunities, alternative modes of transportation, and aesthetic benefits.

Timeline Jan. 2017 - Sep. 2017



# City of Glasgow Wayfinding Plan

## GLASGOW, MT

The bold kilt accent was inspired by the Scottish heritage of the city's name, their most unifying source of pride and identity. Capitalizing on the fact that Glasgow was recently dubbed the nation's "Middle of Nowhere," Cushing Terrell designers pinpointed the actual center of the city and directed visitors to the focal point. A comprehensive amenity map was also designed for installation in various locations. Presently, the community is seeking to extend this Montana Main Street grant wayfinding effort throughout the remaining Valley County towns and Fort Peck Recreation Area.

The Wayfinding plan assisted the City of Glasgow in achieving goals set forth in its downtown master plan by assisting efforts of historic downtown revitalization and alerting visitors within the HWY 2 corridor to its existence and location.

The plan promotes linkages between amenities, trail networks, safe walkability, pedestrian and bike facilities, and assists travelers and tourists in their local trips and treks.

Glasgow has successfully funded Phase 3 of implementation.

Timeline Feb. 2018 - July 2018



# 3. References

The references given below are from the Cushing Terrell wayfinding projects detailed on pages 3 and 4 of this proposal response.

### Great Falls Business Improvement District

Joan Redeem, Community Director  
(406) 727.5430

### City of Red Lodge

Sherry Weamer, Executive Director  
(406) 446.1718

### Glasgow Area Chamber of Commerce & Agriculture, Inc.

Lisa A. Koski, Executive Director  
(406) 228.2222

Interstate Engineering has a strong working relationship with the City of Hardin. If necessary, we will provide additional references upon request.

# 4. Principal Team Members

## Interstate Engineering

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### BRENT MOORE, AICP

*Project Manager*

Brent has more than 20 years of experience in planning and project management, including serving as the first full-time Planning Director in Red Lodge before entering into consulting. In his role as Regional Vice President, Brent strives to ensure that the right team and resources are dedicated to our clients with a focus on project success. He verifies that adequate staff is assigned to projects to meet budget and schedule requirements. Brent is involved in setting the direction for projects and coordinating with state funding agencies. Brent completed the growth policy for the City of Hardin.



### RACHEL LAQUA, AICP

*Lead Project Planner / Planning Director*

Rachel is a professional, certified planner with over a decade of planning experience, having served as principal planner for the City of Williston before beginning a career with Interstate Engineering. She recently worked on a full-scale wayfinding plan for the City of Williston, incorporating gateway, vehicular and pedestrian signage across the city and working within NDDOT and MUTCD standards. She has also managed the development process from start to finish for jurisdictions of various sizes and managed large planning projects and ordinance creation and implementation with extensive public input and engagement.



### ZACH GRAPENTINE, PE

*Traffic Engineer*

Zach has worked for Interstate Engineering since 2019 and is the Office Manager of the Spearfish, SD, office. He has vast experience in traffic, transportation, and civil site design. Zach also has valued experience working with federal, state, and local agencies. Zach will assist with coordination efforts with the Montana Department of Transportation.



### JASON BOUCHER, GISP

*GIS Specialist*

Jason joined Interstate Engineering in 2018 and is a certified Geographic Information Systems Professional. Jason is located in Sheridan, WY and will assist in developing the mobile app within GIS for navigation. He is currently the Interstate Engineering GIS Group Leader. In this role, he oversees the company's GIS services and projects. Jason leads the team and maintains a strong understanding of each member's capabilities and time commitments. He also ensures continued education to keep Interstate Engineering's GIS team ahead of future trends. He is the immediate past president of the Wyoming Geospatial Organization.



### GORDON LEMMEL, PLA, ASLA

*Landscape Architect / Parks and Recreation Planner*

Gordon's multidisciplinary background in landscape architecture and environmental graphic design helps provide a layered experience in which identity, imagery, and sense of place enhance visitor experience and help people make connections within their world. He has applied his experience across Montana and the Northern Great Plains to a variety of projects that range from project logo and branding to wayfinding and monument signage. These shine through in his role on projects like the Billings Bypass, Lockwood Pedestrian Safety District, Big Sky Entryway, and Deer Lodge Trails Plan, where he seamlessly combined aesthetic elements with functional design considerations, further enhancing the safety and visual appeal of public spaces.

## Cushing Terrell

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### GENNA GRANADA

*Graphic Designer / Wayfinding*

With over 30 years as a graphic designer her experience encompasses a wide range of projects and clientele, with responsibilities including creative direction, graphic design, signage, donor recognition, map illustration, and environmental graphic design. Coming from a Hi-Line ranching background, Genna has a western work ethic and passion for all things Montana, heritage-minded, and rural. Her strengths lie in being able to help her clients realize they can do a lot with a little while valuing the continuing relationship long after the project is complete.

**Cushing  
Terrell.**

## 5. Capacity to Assume New Business

Interstate Engineering's current and projected workload will allow our team to begin work at the time of project award and continue as the project schedules advance, with a dedication to a quality project completed within the time and budget allowed.



## 6. Scope of Work

The team recommends an initial scoping meeting with the City of Hardin to refine the scope of work outlined in the RFP to match your available funding. The scope will accomplish the program goals outlined in the RFP by focusing our efforts on the most impactful and necessary elements of the scope of work.

## 7. Public Outreach Process

Public outreach will be determined by understanding the primary outcomes of the project related to the budget you have available. The team has experience in communities throughout our region, facilitating public involvement in person and using digital tools, including GIS. While public involvement will be critical to the successful outcome of this implementation measure of the growth policy, we want to make sure that it is balanced with the other project requirements that will help the City of Hardin complete a wayfinding program.

## 8. Deliverables, Budget, & Timeline

Deliverables, budget, and timeline will be developed following the initial scoping meeting with the City of Hardin. We recognize the city's goal to complete the planning effort by August 30, 2024, and we have the necessary staff and capacity to assist in this completion.

**ATTACHMENT A – Proposer Information**

**Proposer's Information Form**

**ACKNOWLEDGEMENT**

The undersigned declares that she or he:

- Has carefully examined the RFP specifications
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specifications of this request for proposal.

**PROPOSER (please print):**

Firm Name: Interstate Engineering

Address: 606 S. Grant Ave.  
Red Lodge, MT 59068

Telephone: 406-690-7510

Email(s): brent.moore@interstateeng.com

Contact person, title, email, and telephone: Brent Moore  
Regional Vice President (contact above)

Proposer, if selected, intends to carry on the business as (check one):

Individual (sole proprietor)

Partnership

Corporation

When incorporated? 1976

In which state? North Dakota

Other (explain): \_\_\_\_\_

The City of  
**HARDIN**  
Montana

**PROPOSER'S SIGNATURE**

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1 If Proposer is INDIVIDUAL/SOLE PROPRIETOR, sign here

Date: \_\_\_\_\_

Proposer's Signature

Proposer's typed name and title

2 If Proposer is PARTNERSHIP, at least two (2) Partners shall sign here:

Partnership Name (type or print)

Date: \_\_\_\_\_

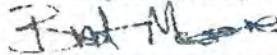
Member of Partnership Signature

Date: \_\_\_\_\_

Member of Partnership Signature

3 If Proposer is a CORPORATION, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

 and Regional Vice President  
Signature Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Interstate Engineering

Corporation Name (type or print)

By: Brent Moore

Date: 2/12/2024

Title: Regional Vice President



# EVERYTHING BEGINS WITH A CONNECTION

Just as infrastructure connects neighbors and communities, strong relationships built on trust connect our team with clients, building lasting relationships that last beyond a project and stretch into decades.

## CONTACT US



Red Lodge Office  
606 South Grant Avenue  
Red Lodge, MT 59068



(406) 690.7510



[www.interstateeng.com](http://www.interstateeng.com)

## **AMENDMENT TO ASH DISPOSAL AGREEMENT**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Hardin, a political subdivision of the State of Montana, whose address is 406 N, Cheyenne Avenue, Hardin, Montana 59034 (hereinafter "City") and Rocky Mountain Power, LLC, a Delaware Limited Liability Company doing business in Montana as Rocky Mountain Power – Hardin, LLC, whose address is 9 Federal Street, Easton, MD 21601 (hereinafter "RMP").

WHEREAS City and Rocky Mountain Power, Inc., a Montana Corporation, entered into an Ash Disposal Agreement on December 1, 2005;

WHEREAS, RMP is the successor to Rocky Mountain Power, Inc., and as such assumes the obligations contained in the Ash Disposal Agreement of December 1, 2005;

WHEREAS, the Ash Disposal Agreement is a thirty (30) year agreement;

WHEREAS, Section 8 of said Ash Disposal Agreement called for the renegotiation of rates every two years;

WHEREAS, the rates have been renegotiated in the past, but the parties have not adjusted the rates for several years and desire to renegotiate and take into consideration the additional costs of regulations, construction, operating costs, in accordance with the Ash Disposal Agreement;

WHEREAS, City has calculated that the costs associated with the disposal of the coal ash has increased 56% from the last time that rates were adjusted;

WHEREAS, RMP continues to produce coal ash waste, and City continues to operate a landfill that can accept coal ash waste;

WHEREAS, RMP delivers to the City's landfill an average of 65,000 tons per year, which is less than the estimated 85,000 tons per year, as outlined in the Ash Disposal Agreement;

WHEREAS, City has taken steps to expand the current ash cell to continue accepting coal ash, in reliance of the Ash Disposal Agreement;

WHEREAS, RMP has requested an adjustment to the tonnage rate, but requested that the monthly rate remain the same

NOW, THEREFORE, for the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the parties hereto hereby agree to amend the original Ash Disposal Agreement as follows:

Section 8.1 Shall be amended so that the rate shall be \$20,000.00 per month and \$7.25 per ton.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be properly executed the day and date first hereinabove written.

**City of Hardin, Montana**

**Rocky Mountain Power, LLC**

\_\_\_\_\_  
Joe Purcell, Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Title

## AGREEMENT FOR REIMBURSEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Hardin, a political subdivision of the State of Montana, whose address is 406 N, Cheyenne Avenue, Hardin, Montana 59034 (hereinafter "City") and Rocky Mountain Power, LLC, a Delaware Limited Liability Company doing business in Montana as Rocky Mountain Power – Hardin, LLC, whose address is 9 Federal Street, Easton, MD 21601 (hereinafter "RMP").

WHEREAS, the City owns street lights on Sugar Factory Road, located in the city limits of the City of Hardin;

WHEREAS, the City has not operated the streetlights on Sugar Factory Road due to the cost of electricity, and lack of revenue generated in the area to adequately fund the cost of said electricity for the streetlights;

WHEREAS, RMP, operating a power plant adjacent to Sugar Factor Road, has requested that the City re-connect the streetlights on Sugar Factory Road to better light the roadway and driveway to RMP's power plant;

WHEREAS, RMP has offered to pay the cost of the electricity incurred by the City by reimbursing the City the amount paid to Northwestern Energy for operation of the streetlights;

WHEREAS, RMP finds that the use of the streetlights will make Sugar Factory Road safer for the RMP's operations; and

WHEREAS, the City finds that the operation of the streetlights on Sugar Factory Road will increase overall road safety, and may attract additional development of vacant land on Sugar Factory Road.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained in this Agreement, the City and Corporation agree as follows:

### **I. TERM**

This Agreement shall be binding upon the parties when it is signed by both entities and shall continue for a term of one year, effective the day is executed by both parties, and shall automatically renew each year. Either party may terminate this agreement with 60 days' notice to the other party, in writing.

### **II. PAYMENTS**

The City agrees to re-connect the streetlights, and to pay Northwestern Energy on a normal monthly basis for providing electricity to the streetlights on Sugar Factory

Road. The City shall submit an invoice, bill, or similar instrument to RMP within 30 days of paying for the electricity. Said invoice or bill may be submitted to RMP on the regular water, sewer, solid waste or other normal utility bill sent to RMP.

RMP agrees to reimburse the City for the full monthly cost of electricity for the streetlights within 30 days of mailing by the City.

### **III. DEPOSIT**

No deposit is requested.

### **IV. SERVICES**

The City as owner of the streetlights, shall maintain the lights, and keep them in good working order. The cost of any replacement of parts due to normal wear and tear to keep the streetlights in working order shall be passed to RMP, and included in the monthly invoice to RMP. The City shall be responsible for the cost of labor for the repair due to said normal wear and tear. The City shall be responsible for major repairs, including but not limited to any damage caused by third parties, and may seek compensation from third parties that may have caused damage to the streetlights. RMP will be responsible for any damages that RMP, its employees, or agents causes to the streetlights.

### **V. TERMINATION**

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

- a. Mutual agreement of the parties;
- b. 60 days' notice by either party, in writing;
- c. RMP's failure to reimburse the City within 30 days of mailing of the invoice, bill or other instrument requesting reimbursement; or
- d. City's failure to maintain the streetlights in a reasonable manner.

In the event of termination, and an outstanding amount is owed the City, RMP must reimburse the City prior to termination.

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

City of Hardin  
406 N. Cheyenne Ave.  
Hardin, MT 59034

Rocky Mountain Power  
RR 1 Box 1144  
Hardin, MT 59034



## **VI. DISPUTE RESOLUTION**

In the event that the parties have a dispute, both agree to make a good faith effort to informally resolve their differences. In the event that the parties are unable to informally resolve any dispute, then the parties agree to follow the following formal dispute outline:

1. The complaining party shall give the defaulting party written notice, which shall specify the nature of the dispute. The responding party shall have ten (10) days from the date of the notice to either give notice of its correction, explanation of the problem, or denial of the complaint.
2. If the complaining party rejects the correction, explanation, or denial, they may terminate this Agreement.
3. This Dispute Resolution clause does not preclude either party from terminating this Agreement upon any of the occurrences found in Article V, above.

## **VII. INDEMNIFICATION**

RMP agrees to indemnify and hold harmless the City, its directors, officers, employees, and agents from and against third party claims, liabilities, penalties, causes of actions (including costs and attorney's fees and disbursements) caused by the negligence, willful act or omission of or breach of this Agreement by RMP, in proportion to its respective degree of fault in respect of such claims.

The City agrees to indemnify and hold harmless RMP, its respective parent companies, subsidiaries and affiliates, and their respective directors, officers, employees, and agents from and against third party claims, liabilities, penalties, causes of actions (including costs and attorney's fees and disbursements) caused by the negligence, willful act or omission of or breach of this Agreement by the City, in proportion to its respective degree of fault in respect of such claims.

## **VIII. MISCELLANEOUS**

This Agreement contains the entire agreement between the parties regarding the subject of this Agreement, and there are no other agreements or understandings not contained herein.

This Agreement can only be changed or modified by mutual agreement, in writing, signed by all parties.

If either party fails to enforce any of the provisions of this Agreement, at any time, it shall not be construed as a waiver or modification of such provision, nor effect the validity of any part of this Agreement or the right of either party to thereafter enforce such provision.

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

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

In an action to enforce this Agreement, the prevailing party is entitled to the recovery of attorney's fees and costs.

The parties agree that the proper venue for a civil action derived from this Agreement shall be in either the Hardin City Court, the Big Horn County Justice Court, or the Montana 22<sup>nd</sup> Judicial District Court of Big Horn County, Montana, and both parties submit to the jurisdiction of these courts.

**City of Hardin**

**Rocky Mountain Power – Hardin, LLC**

\_\_\_\_\_  
Joe Purcell, Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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



February 23, 2024

**Re: Request to reduce water/sewer bill**

Dear Council Members,

The purpose of this letter is to request a reduction in the sewer portion of the bill for the property located at located 836 Second Street South, also known as Alpine Meadows Mobile Home Park (current outstanding bill is for an amount of \$1,733.52).

As a background to this request, we had a water leak at the property that we were unable to detect right away and this caused the bill to go higher.

For the reason above, we respectfully request the Council members to reduce the sewer portion of the bill for this property.

Thank you in advance for taking our request into consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Reed".

Owner

Alpine Meadows MHP LLC

**8-1-1: DEFINITIONS:**

**ASH:** Waste material produced from an incineration process or any combustion. Ash types include: fly ash, bottom ash, and incinerator residue.

**GARBAGE:** Means and includes animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods. It is composed largely of organic matters and their natural moisture content. The term does not include within its meaning food processing wastes from canneries, slaughterhouses, packing plants or similar industries, or large quantities of condemned food products. Garbage originates primarily in kitchens, stores, markets, restaurants, hotels, and other places where food is stored, cooked or consumed.

**INFLAMMABLE RUBBISH OR COMBUSTIBLE RUBBISH:** Miscellaneous flammable materials. Generally it is the organic component of rubbish, such as paper, rags, cartons, boxes, wood, excelsior, furniture, bedding, rubber, leather, tree branches, yard trimmings and similar material.

**NONCOMBUSTIBLE RUBBISH:** Miscellaneous refuse materials that are nonflammable at ordinary temperatures. For the most part, it is the inorganic component of rubbish, such as tin cans, metals, mineral matter, glass, crockery, dust, metal furniture, etc.

**RUBBISH:** All refuse not included in garbage and ashes. It consists of a great variety of combustible and noncombustible waste materials from households, stores and institutions. This waste is defined more specifically as "combustible rubbish" and "noncombustible rubbish", but whenever the word "rubbish" is used alone, it means a mixture of both. "Trash" is synonymous with rubbish. (Ord. 97-2, 7-15-1997; amd. Ord. 2009-01, 6-16-2009)

**8-1-2: DISPOSAL REQUIRED IN GENERAL:**

The disposal of garbage, rubbish and other wastes shall be as the City Council orders by ordinance and regulation.

A. Any out of City resident or inhabitant may not use any City trash containers for depositing garbage, rubbish, trash, etc.

B. Any person violating the terms of this chapter shall be guilty of a misdemeanor and punished according to this Code.

C. Nothing herein shall prohibit any bona fide tourist or transient from using such trash collectors. (Ord. 97-2, 7-15-1997)

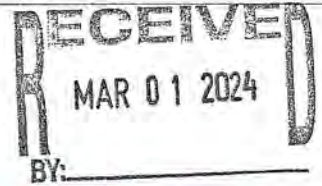
**8-1-3: SUPERINTENDENT OF PUBLIC WORKS TO DETERMINE USER CLASSIFICATION:**

The Operations Director shall determine the average volume of garbage and rubbish produced, the amount of service provided and degree of use for all business, commercial, educational and other institutions, and shall recommend to the City Council the proper classification of such users. (Ord. 97-2, 7-15-1997)



# BARRY DAMSCHEN CONSULTING, LLC

Engineering • Solid Waste Management



February 19, 2024

**CITY OF HARDIN**  
406 N. Cheyenne Avenue  
Hardin MT 59034

**COPY**

**RE: Landfill Closure & Post-Closure Estimates**

Dear City Officials:

The purpose of this letter is to provide updated information concerning the estimated closure and post-closure costs if you were to close the landfill in the upcoming year. It is assumed that these costs are being developed in order that your trust consultant can estimate what your trust payment would be for this year to meet your financial assurance requirements with the Montana Department of Environmental Quality (DEQ).

In 1993 the City retained my firm to prepare a Master Plan for filling the site. In 2002, the City purchased property immediately south of the landfill and their consultant designed the expansion area. The expansion area was ultimately approved by the DEQ giving the City a total of 45.3 acres to landfill (25.0 acres and 20.3 acres in the expansion).

In 2004, the City began negotiations with Rocky Mountain Power, Inc. (RMP) to accept and dispose of coal ash from their new power plant being built near Hardin. A license amendment was submitted to the DEQ in December 2005 to accept the ash. The amendment was approved, and the ash was first brought in on March 29, 2006. The ash was disposed of on the northern most portion of the existing Class II area. Approximately 100,000 tons of ash per year was brought to the site for the first 3 years.

During the three-year period in which the ash was brought to the landfill, the City obtained the ownership of 160 acres immediately west of the landfill. During this period a new 39.8-acre expansion area was licensed and constructed on the 160-acre parcel to dispose of the ash. In April 2009 the ash began to be disposed of in the ash disposal expansion area.

After discussions with the DEQ it was determined that even though the solid waste and ash disposal areas are regulated under the landfill license, the closure and post-closure costs should be kept separate since the costs to close and maintain these areas are different. Therefore, the life of each area, the closure costs, and post-closure costs are separated and summarized below.

## 1. LIFE OF SITE

### a. Class II Area

The vehicles that enter the landfill are logged in by the landfill personnel. The City installed a new scale in February 2003. Therefore, all wastes except small vehicles (cars and pickups) are weighed. The smaller vehicles are still logged in with a few periodically being weighed to establish an average payload for them.

This past year, the landfill received 12,200 tons of waste compared to 11,200 tons in 2022, 11,600 in 2021, 12,500 in 2020, 13,300 in 2019, 11,200 in 2018, 11,700 in 2017, 12,300 in 2016, 13,700 in 2015, 12,200 in 2014, and approximately 15,000 tons/year the two previous years. For the purpose of calculating the remaining life of the site, we shall assume that the landfill will take in 13,000 tons/year of solid waste. In 2018 the City Council retained my firm to update the Master Plan which included updating the topographic map of the existing Class II area and coal ash disposal trench. In 2019 an updated Master Plan was developed. This updated Plan projects the existing waste area will last 7 more years, and the expansion area will last 28 more years giving the total life of the site being 35 years from January 2024.

### b. Coal Ash Area

As previously indicated, the site received approval from the DEQ for a 39.8 expansion area to dispose of coal ash. According to the license application, the area has the capacity to dispose of the ash for 25.7 years based on handling 100,000 tons/year of ash. This past year approximately 60,000 tons of ash was hauled to the site which compares to approximately 77,000 tons in 2022, 70,000 tons in 2021, 6,000 tons in 2020, 20,000 tons in 2019 and 2018 and 15,000 tons in 2017, 42,000 tons in 2016, 68,000 tons in 2015 and 85,000 tons the previous year. Additionally, in 2020 approximately 6,000 tons of coal combustion waste was hauled to the landfill from the power plant that was recently closed in Billings.

As previously indicated in 2018 an updated topographic survey was conducted on the coal ash disposal area. Based on this updated survey, it was estimated that the existing trench had 325,000 tons of remaining capacity from November 2018. In 2019 approximately 34,000 tons was hauled to the disposal trench including the plant in Billings resulting in a remaining capacity of 290,000 tons on January 1, 2020. As previously indicated, approximately 12,000 tons was hauled in 2020 leaving a remaining 278,000 tons on January 1, 2021. Assuming that 70,000 tons per year of ash is brought to the site, the existing trench will have 2 years of remaining life. If we assume that the second (unused) trench that needs to be excavated has 1,470,000 tons of capacity, the total remaining capacity of the ash disposal area would be 23 years from January 2022. In 2019 the City Council retained my firm to conduct a redesign of the ash site to raise the final height by approximately 50 feet. This vertical expansion design was completed and submitted to the DEQ in 2020 and ultimately was approved in 2022. Based on this the ash disposal site now has a total life of approximately 39 years based on receiving 70,000 tons/year of ash.

## 2. CLOSURE COSTS

### a. Class II Area

As this area site reaches its capacity, the City will need to close the 45.3 acres of Class II landfill area (25 acres of original area plus 20.3 acres of expansion area). The Closure and Post-Closure Plan documents the timing of the closure work at the facility and provides additional details. All waste areas will be covered with a four-foot-thick cover consisting of on-site soils. The four-foot cover will consist of an 18-inch barrier layer and a 30-inch protective soil layer consisting of 24 inches of protective soil and 6 inches of topsoil.

In March 2010 my firm prepared an update of the work and associated costs to close the 45-acre area. Our assessment of the site indicates that the closure work and costs identified in the March 2010 letter report are still valid (a copy of Table 1 from the March 2010 report is attached which delineates the closure costs). According to the DEQ staff, it is only necessary to apply the most recent Federal Annual Implicit Price Deflators to update the closure cost estimate. Therefore, based on the March 2010 closure cost estimate and the 2011 through 2024 Price Deflators, the updated Year 2024 closure cost estimate is:

$$\$1,309,306 \times 1.026 = \$1,343,348$$

### b. Coal Ash Area

The 39.8-acre coal ash disposal area was designed to be filled in two phases: Phase I includes 17.6 acres and Phase II includes 22.2 acres. For estimating purposes, it shall be assumed that a final cover system placed over the ash will consist of four feet of uncompacted soil overlain by one-foot of topsoil.

In March 2010 our firm prepared an update of the work and associated costs to conduct the post care work. A copy of Table 3 from our March 2010 letter report which delineates the post-closure work and costs is attached. Our assessment of the site indicates that the post-closure work and costs identified in the March 2010 letter report are still valid. As noted above, according to the DEQ staff, it is only necessary to apply the most recent Federal Annual Implicit Price Deflators to update the post-closure cost estimate. Therefore, based on the March 2010 cost estimate and the 2011 through 2024 Price Deflators, the updated Year 2024 post-closure cost estimate is:

$$\$1,173,502 \times 1.026 = \$1,204,013$$

## 3. POST-CLOSURE COSTS

### a. Class II Area

In regards to the post-closure costs, the regulations require each landfill owner to monitor for methane, monitor for groundwater, have an independent Professional Engineer conduct an annual inspection, update the closure and post closure costs annually and maintain the cap for settlement, cracking or any other situation that may jeopardize the integrity of the cap. The Class II area has no groundwater and three

methane monitoring wells that require testing four times/year. (No groundwater wells were installed or require testing since they received an approved No-Migration Petition).

In March 2010 my firm prepared an update of the work and associated costs to conduct the post-closure care work. A copy of Table 3 from our March 2010 letter report which delineates the post-closure work and costs is attached. Our assessment of the site indicates that the post-closure work and costs identified in the March 2010 letter report are still valid. According to the DEQ staff, it is only necessary to apply the most recent Federal Annual Implicit Price Deflators to update the post-closure cost estimate. Therefore, based on the March 2010 cost estimate and the 2011 through 2024 Price Deflators, the updated Year 2024 post closure cost estimate is:

$$\$273,493 \times 1.026 = \$280,604$$

b. Coal Ash Area

Since the coal ash has no additional monitoring wells, the post-closure costs only include the work to conduct an inspection and update the cost estimate each year and to maintain the cap, roads and fencing. If it is assumed that the engineering travel would be combined with the work for the Class II area, the post-Closure costs would be minimal.

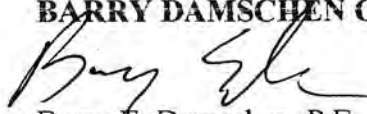
In March 2010, our firm prepared an update of the work and associated costs to conduct the post-closure care work. A copy of Table 3 from our March 2010 letter report which delineated the post-closure work and costs is attached. Our assessment of the site indicates that the post-closure work and costs identified in the March 2010 letter report are still valid. According to the DEQ staff, it is only necessary to apply the most recent Federal Annual Implicit Price Deflators to update the post-closure cost estimate. Therefore, based on the March 2010 cost estimate and the 2011 through 2024 Price Deflators, the updated Year 2024 post-closure cost estimate is:

$$\$109,000 \times 1.026 = \$111,834$$

I hope this information assists the District in assessing your financial assurance requirements. If you have any questions, please do not hesitate to call me.

Very truly yours,

**BARRY DAMSCHEN CONSULTING, LLC**

  
Barry E. Damschen, P.E.  
Project Manager

Enclosures

cc: Fred Collins, DEQ



**TABLE 1**  
**CITY OF HARDIN LANDFILL**  
**CLOSURE COSTS FOR CLASS II AREA**  
**(March 2010)**

<u>ITEM</u>	<u>UNITS</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
a. Mobilization	-	Lump Sum	\$10,000
b. Final Contouring (dozer work)	8 Hrs	\$150	\$1,200
c. Apply 6" of intermediate soil cover over active waste area (5 acres)	4000 CY	\$1.50	\$6,000
d. Haul, place and compact 18" soil barrier layer over 45.3 acre area from on-site borrow area	110,000 CY	\$3.25	\$357,500
e. Apply 30" of final loose soil cover and topsoil over 45.3 acre area	183,000 CY	\$2.00	\$366,000
f. Vegetate site and borrow areas	50 Acres	\$200	\$10,000
g. Contingency	-	10%	\$75,000
Subtotal			\$825,700
h. Engineering, Inspection & QA/QC	-	20%	\$165,140
i. Boundary survey & deed notification	-	Completed	\$0
<b>TOTAL CLOSURE COST</b>			<b>\$990,840</b>

Note: All costs and quantities represent in-place volumes.

**TABLE 2**  
**CITY OF HARDIN LANDFILL**  
**CLOSURE COSTS FOR ASH DISPOSAL AREA**  
**(March 2010)**

<u>ITEM</u>	<u>UNITS</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
a. Mobilization	-	Lump Sum	\$10,000
b. Final Contouring (dozer work)	8 Hrs	\$150	\$1,200
c. Apply 5.0 ft of final loose soil cover and topsoil over 39.8 acre area	326,000 CY	\$2.00	\$652,000
d. Vegetate site and borrow areas	50 Acres	\$200	\$10,000
e. Contingency	-	10%	\$67,000
Subtotal			\$740,200
f. Engineering, Inspection & QA/QC	-	20%	\$148,000
g. Boundary survey & deed notification	-	Completed	\$0
<b>TOTAL CLOSURE COST</b>			<b>\$888,200</b>

Note: All costs and quantities represent in-place volumes.

**TABLE 3**

**CITY OF HARDIN LANDFILL  
POST CLOSURE COST ESTIMATE  
(March 2010)**

**CLASS II AREA**

<u>ITEM</u>	<u>ANNUAL COST</u>
a) Monitor 3 methane wells four times/year	\$3,000
b) Conduct annual inspection & update cost estimates	\$1,100
c) Maintain cap, fencing, roads, etc.	\$2,200
d) Administration & contingency (10%)	\$600
<b>TOTAL ANNUAL COST</b>	<b>\$6,900</b>
<b>TOTAL 30 YEAR COST</b>	<b>\$207,000</b>

**COAL ASH AREA**

<u>ITEM</u>	<u>ANNUAL COST</u>
a) Conduct annual inspection & update cost estimates	\$500
b) Maintain cap, fencing, roads, etc.	\$2,000
c) Administration & contingency (10%)	\$250
<b>TOTAL ANNUAL COST</b>	<b>\$2,750</b>
<b>TOTAL 30 YEAR COST</b>	<b>\$82,500</b>



## NOTICE OF CONTINUING EVENTS OF DEFAULT AND DEFAULT DISTRIBUTION

**City of Hardin, Montana**  
**Tax Increment Industrial Infrastructure Development Revenue Bonds**  
**(Rocky Mountain Power, Inc. Project) Series 2006**  
(CUSIP No.\* 412236AA9)

**Please forward this notice to beneficial holders.**

U.S. Bank Trust Company, National Association as successor in interest to U.S. Bank National Association is the Trustee (the "Trustee") under that certain Indenture of Trust, dated as of September 1, 2006 (the "Indenture"), by and between the City of Hardin, Montana as Issuer (the "City"), and the Trustee, which governs the above-referenced bonds (the "Bonds").

There are multiple events of default that have occurred and are continuing due to the Trustee not having enough funds to pay interest and principal as they become due beginning September 1, 2015. The Trustee is evaluating its available options, actions and remedies under the Indenture as a result of the occurrence of an Event of Default under the Indenture. **Under the Indenture, holders of at least a majority of the aggregate principal amount of outstanding Bonds have the right to direct certain of the Trustee's actions under and subject to the conditions contained in the Indenture, which include (among other things), providing the Trustee with an indemnity against liability satisfactory to the Trustee. At this time, the Trustee is applying funds received towards interest in arrears.**

**On March 6, 2024, the Trustee will make a Default Distribution in the aggregate amount of \$300,000.00 which is the equivalent of interest on outstanding par of \$20,920,000 paid at a rate of .014340344 which is equal to \$14.3403442 per \$1,000 face held to the holders of record on 3/05/24. This represents the balance of the interest that was due on 9/01/19, as well as a portion of the interest that was due on 3/01/20.** The balance of interest due on 3/1/20 in the amount of \$624,218.20 as well as the interest due on 9/1/20, 3/1/21, 9/1/21, 3/1/22, 9/1/22, 3/1/23, 9/01/23 and 3/1/24 in the amount of \$653,750.00 for each respective date will be due and unpaid at the time of this distribution. Following this distribution there will remain approximately \$57,000.00 in the Debt Service Reserve Fund (the "Reserve Fund").

No assurances can be given with respect to the amount or timing of any future distributions to holders of Bonds. Prior to any distribution to holders of Bonds, funds held under the Indenture are to be used first for payment of the fees and costs incurred or to be incurred by the Trustee in performing its duties, as well as for any indemnities owing or to become owing to the Trustee. This includes, but is not limited to, compensation for the time the Trustee spends, and the fees and costs of counsel and other agents it employs, to pursue remedies or other actions to protect the security or other interests of holders of Bonds.

The Trustee intends to send further notices to holders as material developments occur. Holders with questions about this notice should direct them to: Sandra Spivey, Vice President, U.S. Bank National Association, Nevada Financial Center, 2300 West Sahara, Suite 200, Las Vegas, Nevada 89102 (telephone: (702) 251-1656; email: [sandra.spivey@usbank.com](mailto:sandra.spivey@usbank.com)). Holders with questions may also contact Bondholder Services at (800) 934-6802, option 7.

Other information concerning the Bonds can be found on the Municipal Securities Rulemaking Board (“MSRB”) website at [www.emma.msrb.org](http://www.emma.msrb.org).

Please note that the Trustee may conclude that a specific response to particular inquiries from individual holders is not consistent with equal and full dissemination of information to all holders. Holders should not rely on the Trustee as their sole source of information. The Trustee makes no recommendations and gives no Tax advice.

**U.S. Bank Trust Company, National Association,  
as Trustee**

**February 29, 2024**

\*CUSIP numbers are included solely for the convenience of Bondholders. The Trustee shall have no responsibility with respect to the selection or use of any CUSIP number, nor is any representation made as to the correctness of any CUSIP number, either as printed on any Bond or in this Notice.

## Event Notice

**Issuer:** City of Hardin, Montana

**Bonds:** Tax Increment Industrial Infrastructure Development Revenue Bonds (Rocky Mountain Power, Inc. Project), Series 2006

**CUSIP Number:** 412236 AA9

**Dated:** March 6, 2024

**Events:** Interest Payment Delinquency

The City of Hardin, Montana (the “City”) provides this notice pursuant to Sections 3(c)(i) and (iii) of its Continuing Disclosure Undertaking, dated as of September 28, 2006, with respect to its \$12,600,952.80 Tax Increment Industrial Infrastructure Development Revenue Bonds (Rocky Mountain Power, Inc. Project), Series 2006 (the “Bonds”). On December 10, 2014, the City filed a Voluntary Notice on EMMA with regard to the Bonds (the “Voluntary Notice”) and subsequently filed other voluntary notices and event notices. Capitalized terms used in this notice and not defined herein are given the meanings in the Voluntary Notice. The Voluntary Notice and the prior event and other voluntary notices should be read in their entirety.

The City has remitted to the bond trustee under the Indenture (the “Trustee”) tax increment revenues with respect to the Facility, as further described under the Voluntary Notice. However, such tax increment revenues are not and have not been sufficient to pay principal of or interest on the Bonds when due.

The City understands that there are not sufficient funds in the funds and accounts held by the Trustee under the Indenture to make the March 1, 2024 interest payment due on the Bonds or certain other payments that have come due on the Bonds prior to March 1, 2024. For further information, please see the event notice filed by the Trustee dated February 29, 2024.

**RESOLUTION NO. 2360**

**A RESOLUTION OF THE CITY OF HARDIN, MONTANA TO AUTHORIZE  
SUBMISSION OF A CDBG GRANT APPLICATION TO FUND A COMPREHENSIVE  
ECONOMIC DEVELOPMENT STRATEGY PLAN**

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") is applying for the Montana Department of Commerce for financial assistance from the Community Development Block Grant Program (hereinafter "CDBG") to fund a Comprehensive Economic Development Strategy Plan;

WHEREAS, the City has the legal authority to apply for a Montana Department of Commerce CDBG grant and has broad authority to enter into contracts and to take other necessary actions for the management of government affairs, pursuant to Mont. Code Ann. § 7-5-4101 (2023) et. Seq;

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

The Mayor of the City is authorized to prepare and submit an application to the Montana Department of Commerce for a CDBG grant, and to act on the City's behalf to provide such additional information as may be required.

The Council further resolves that officers and 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 March, 2024.

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

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

CITY OF HARDIN

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

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

**RESOLUTION NO. 2361**

**A RESOLUTION OF THE CITY OF HARDIN, MONTANA TO AUTHORIZE THE SALE OF SURPLUS PROPERTY**

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") desires to dispose of certain surplus items that are no longer needed or used in day-to-day operations of the City;

WHEREAS, the City has the legal authority to sell any property, pursuant to Mont. Code Ann. § 7-8-4201 (2023);

WHEREAS, the Council has determined that the property is all personal property, and is not held in trust, nor does the property have any historical significance;

WHEREAS, the Council has determined that a silent bid auction is the appropriate way to sell and dispose of certain property, listed in Exhibit A attached to this Resolution.

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

The Mayor of the City is authorized to sell the property listed in Exhibit A by a silent bid auction.

The Council further resolves that officers and 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 March, 2024.

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

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

CITY OF HARDIN

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

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



**CITY OF HARDIN  
Invitation to Bid 2024**

**Surplus Equipment Items**

**Sentry Fire Safe**

**1997 F250 Ford Manual 4x4**

**Ford Tractor 3 Point PTO - Year Unknown**

**1992 Chevrolet 1-Ton 2x4 Flatbed Automatic**

**500 Gallon Shop Air Compressor Dual Motor**

**12 Foot Utility Trailer**

**Harbor Freight Ladder Rack**

**8 foot Pick Up Box with Rear Bumper from 2016 Chevrolet**

**5<sup>th</sup> Wheel Hitch off 2016 Chevrolet Pickup**

**1992 Diahatsu Van 4x4 Manual**

**Fiberglass Utility Box 8 foot**

**LOT A Water Pipes 7 inch inside, 20 foot length, 45 total quantity**

**LOT B Water Pipes 15 inch inside, 20 foot length, 19 total quantity**

**2021 Ford Explorer Rear Seats**

**1982 E3500 16 Passenger Van Ford Custom Fire Bus 2x4**

**Push Bumper off 2015 Ford Explorer**

**1967 International Distributor Manual 2x4**

**Pull Broom Standard Steel Works**

**Layton Track Paver**

**2023 Ford Interceptor Utility Rear Seats**

Resolution No. 2361 Exhibit A

**RESOLUTION NO. 2362**

**A RESOLUTION OF THE CITY OF HARDIN, MONTANA AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR USDA RURAL DEVELOPMENT GRANT TO ASSIST WITH THE PURCHASE OF A GARBAGE TRUCK**

WHEREAS, the City of Hardin desires to apply for a USDA Rural Development Grant to assist with the purchase of a new garbage truck for the City of Hardin; and

WHEREAS, the City of Hardin, Montana (the "City") has broad authority to enter into contracts, seek grants and take other necessary actions for the management of government affairs, pursuant to Mont. Code Ann. § 7-5-4101 (2023) et. Seq;

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

That the City Council of the City of Hardin does hereby authorize Mayor Joseph Purcell to submit an application to the USDA Rural Development Grant to seek financial assistance to purchase a new garbage truck for the City of Hardin, and to provide such additional information to the USDA, as may be required.

The City Council of the City of Hardin further resolves that officers and 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.

The City of Hardin agrees to comply with all Federal and State laws and regulations and the requirements described in the USDA Rural Development Grant Application and all other requirements.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this \_\_\_\_\_ day of March, 2024.

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

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

CITY OF HARDIN

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

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

**ORDINANCE NO. 2024-06**

**AN ORDINANCE AMENDING HARDIN CITY CODE  
TO REMOVE A CERTAIN TYPE OF USE FOR AREAS ZONED AS  
R2 GENERAL RESIDENTIAL DISTRICT**

**WHEREAS**, the City Council (hereinafter "Council") of the City of Hardin (hereinafter "City") desires to modify and change the City Code of Hardin, Montana to remove a certain type of use for areas zoned as R2 - General Residential District;

**WHEREAS**, the City Code of Hardin currently allows Class B manufactured homes to be placed in areas zoned as R2 - General Residential Districts, with a conditional use permit;

**WHEREAS**, the Council does not want Class B manufactured homes to be placed in areas zoned as R2 - General Residential District, and desires to remove the conditional use permit language.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF HARDIN, MONTANA**, Title 11, Chapter 1, Part 2 Section 3(D) is amended by the removal of language (strikethrough), as follows:

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

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

Class A manufactured homes.

~~Class B manufactured homes as a conditional use permit.~~

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

Hospitals.

Lodging houses.

Office buildings.

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

Uses allowed in the R1 single-family district.

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

**DATE OF EFFECT.**

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

**FIRST READING AND PASSAGE** By a majority vote of the members present this 20<sup>th</sup> day of February, 2024.

YEAS 5

NAYS 0

[Signature]  
Mayor



ATTEST:

[Signature]  
City Clerk

**POSTED AND MADE AVAILABLE TO THE PUBLIC** this 21<sup>st</sup> day of February, 2024.

[Signature]  
City Clerk

**SECOND READING AND PASSAGE** By a majority vote of the members present this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

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

**ORDINANCE NO. 2024-07**

**AN ORDINANCE AMENDING HARDIN CITY CODE  
TO AUTHORIZE THE SUPERINTENDENT OF PUBLIC WORKS TO  
CLASSIFY SOLID WASTE USE FOR RESIDENTIAL PROPERTIES**

**WHEREAS**, the City Council (hereinafter "Council") of the City of Hardin (hereinafter "City") desires to modify and change the City Code of Hardin, Montana to authorize the Superintendent of Public Works to determine the amount of solid waste services provided for residential properties;

**WHEREAS**, the City Code of Hardin currently allows the Superintendent of Public Works to make such determinations for business, commercial, educational, and other institutions, and the Council desires to extend the authority for residential properties.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF HARDIN, MONTANA**, Title 8, Chapter 1, Section 3 is amended by the insertion of language (underlined), as follows:

**8-1-3: SUPERINTENDENT OF PUBLIC WORKS TO DETERMINE USER CLASSIFICATION:** The Operations Director shall determine the average volume of garbage and rubbish produced, the amount of service provided and degree of use for all residential, business, commercial, educational and other institutions, and shall recommend to the City Council the proper classification of such users.

**DATE OF EFFECT.**

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

**FIRST READING AND PASSAGE** By a majority vote of the members present this \_\_\_\_\_ day of March, 2024.

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

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

**POSTED AND MADE AVAILABLE TO THE PUBLIC** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

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

**SECOND READING AND PASSAGE** By a majority vote of the members present this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

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