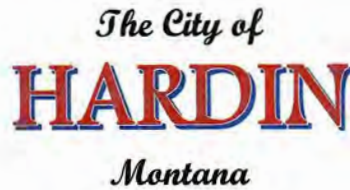


MAYOR  
Joe Purcell  
  
POLICE CHIEF  
Paul M. George Jr.



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, April 16, 2024**

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

**Topic: City of Hardin Council Meeting – 4/16/2024**

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*

**April 16, 2024**

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

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

Alderspersons: Steven Hopes \_\_\_\_\_  
Rock Massine \_\_\_\_\_

Clayton Greer \_\_\_\_\_  
Jeremy Krebs \_\_\_\_\_

Chris Sharpe \_\_\_\_\_  
Antonio Espinoza \_\_\_\_\_

**CONSENT AGENDA:**

Council Meeting 4/02/2024  
Claims

Public Hearing 4/02/2024

**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 Volunteer Fire Department Appointment

**UNFINISHED BUSINESS:**

- Ash Contract - discussion

**NEW BUSINESS:**

- Request for Proposals - Sanitary Sewer Cleaning \$7,665.00
- Joint Powers Trust (JPT) Health Insurance Renewal for FY 2025
- Fire Department Funding Request
- In Control Proposal - \$7,021
- Memorandum Of Understanding – Steering Committee
- Letter of Credit - LHSB

**STAFF REPORTS**

- **Public Works:**
- **Finance:** ○ Unclaimed Property
- **Police:**
- **Legal:**
- **Economic Development:**

**RESOLUTIONS & ORDINANCES:**

Resolution NO. 2365 – Authorize Submission of Application for the Montana Department of Commerce Pilot Community Tourism Grant Program

**ANNOUNCEMENTS:**

Employee Anniversaries: Richard Jefferson, 3 years; Timothy Smells, 2 years; and Kristi Wedel, 18 years

Letters of Interest to serve on the Police Commission are due by April 18, 2024

Public Notices: Notice to Destroy Weeds and Sump Pump Reminder

Public Hearing & Special Council Meeting: Public Hearing – PILOT Community Tourism Program Grant - Monday, April 29, 2024 at 6:00 p.m. & Special Council Meeting at 6:30 p.m.

City of Hardin Job Openings: Full time positions: Police Officers, School Resource Officer, Police Service Aide (PSA), and 2 Seasonal Employees. 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**

**PUBLIC HEARING:** The Public Hearing for House Bill 355 Priority List Allocation was opened at 6:26 p.m. by Mayor Joe Purcell.

Present at the hearing were:

Council Members: Steven Hopes, Chris Sharpe, Rock Massine, Antonio Espinoza, and Jeremy Krebs.

City Staff: 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: Members of the public

Mayor Purcell reported the City of Hardin received an allocation through House Bill 355 "The State-Local Infrastructure Partnership Act of 2023". The priority list includes - Number 1 - The lining for the interior of the concrete water storage tank and Priority Number 2 - The purchase and installation of submersible mixers for the two water storage tanks. The City is adding Priority Number 3 - Landfill Transfer Site, as a third piece to the application. Massine asked how much would the landfill receive. Mayor Purcell reported \$59,919 would go to the landfill for the canister site. The amount of \$221,901 will be allocated to Priority 1 and 2 to be used for Lining the interior of the City's concrete water storage tank and to purchase and install submersible mixers for the City's two water storage tanks.

Mayor Purcell opened discussion for Public Comments. There was none.

There being no further discussion, the Public Hearing adjourned at 6:30 p.m.

**COUNCIL MEETING: The Regular Council Meeting for April 2, 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, Chris Sharpe, Rock Massine, Antonio Espinoza, and Jeremy Krebs. Clayton Greer 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:** Sharpe made the motion to approve the Council minutes as written for March 19, 2024. Motion seconded by Hopes. On a voice vote the motion was unanimously approved. Hopes made the motion to approve the Public Hearing minutes as written for March 19, 2024. Motion seconded by Espinoza. On a voice vote the motion was unanimously approved.

Sharpe made a motion to approve the claims for April 2, 2024.

	CLAIM No.	Monthly Total
February, 2024	30800	\$ 6,735.71
March, 2024	30801, 30827-30828, 30830-30856	\$ 132,587.58
April, 2024	30802-30826, 30829	<u>\$ 15,272.38</u>
<b>Total Submitted</b>		<b>\$ 154,595.67</b>

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

**PUBLIC COMMENT:**

Jose Funke, resident, voiced safety is the biggest issue he is having in his trailer court. He noted he needs more patrols with the spot lights again. Mayor Purcell advised Funke to speak with the Police Chief on this matter.

**MAYOR:**

Mayor Purcell reported there was one bid submitted for the Weed Mowing Bids; the Invitation to Bid for surplus items is complete and all items were sold; and the police vehicles that were totaled by the insurance company for hail damage have been towed.

Mayor Purcell reported he did receive a reply from the power plant regarding the Ash Contract. Council approved \$7.25 per ton and their thoughts are \$5.75 per ton. He will meet with them and get a formal counter proposal to bring to Council.

Mayor Purcell noted that he received a notice from Teamsters Union Local 190 that the majority of the Hardin Police Department has expressed interest in joining; the City is waiting for an updated lease agreement from the railroad for the Depot building and once that is complete the Chamber will move forward with using grant money for remodeling and refurbishing the building; and a Pilot Community Tourism Grant is available through the Department of Commerce that focuses on economic development, job creation, and tourism. He noted that if the application is completed by the end of the month, it will be brought to Council at the following meeting.

**Personnel Policy/City Policy:**

Mayor Purcell reported the City currently has employment vacancies.

**Sewer & Water:**

**Law Enforcement:**

**Streets & Alleys:**

Espinoza reported the culvert has been replaced on Sawyer's Loop.

**Parks & Playgrounds:**

Krebs reported the Easter Egg Hunt was held in Heimat Park and that it went well.

**Finance/Landfill:**

**Resolutions & Ordinances:**

**SPECIAL COMMITTEES:**

**PETITIONS & COMMUNICATIONS:**

The City has published the 2023 Annual Drinking Water Quality Report.

**UNFINISHED BUSINESS: N/A**

**NEW BUSINESS:**

Krebs motioned to approve the City Attorney Contract with Knudsen & Knudsen, PLLC. Massine seconded. On a voice vote the motion was unanimously approved.

Mayor Purcell reported a letter of request was submitted by the owner of Alpine Meadows MHP, LLC asking for a reduction in a portion of the sewer bill from the February and March billing. They had a water leak and couldn't determine the water was going down the sewer, it was coming up in the park. Lehr reported the amount over and above the average of the last calendar year is \$1,195.24. Funke, manager of the park, noted there is a sewer that use to be for another trailer that someone had put a rock in and that there is no sewer cap on it. Massine asked if any water went into it. Funke noted that it was by it but never exceeded into it. There was further discussion of the total amount of the bills for both months and the request submitted. Espinoza motioned to forgive half of the \$1,195.24 in the amount of in the amount of \$597.62. Hopes seconded. Mayor Purcell reported the motion has been seconded to reduce the sewer portion of the

bill for Alpine Meadows by half of the amount that was calculated by the city in the amount of \$597.62. On a voice vote the motion was unanimously approved.

Mayor Purcell reported Big Sky Lawn Care & Plowing LLC was the one proposal that was received for the Weed Mowing Bids. Hopes motioned to approve the proposal. Massine seconded. On a voice vote the motion was unanimously approved.

**STAFF REPORTS:**

**Public Works:**

**Finance:**

**Police:**

Police Chief Paul George reviewed calls for service and reported Dana Safety has received the striping for the police vehicles. They will be sent to be striped and have the radios installed. Krebs asked if he has looked into radars for speed. Chief George noted he is looking into a grant and he has reached out for used radars. Massine asked if the street people have been asked to move from Wilson Park, he sees them at 5:00 a.m. Chief George noted he will put out a message to the Officers and asked if you see it to call it in.

**Legal:**

**Economic Development:**

Tina Toyne reported the state extended the deadline for the Montana Community Reinvestment Plan Act (HB819) and she completed the application and turned it in for the county. She added this would be additional funding for the Housing Needs Assessment. She is currently waiting to hear if they will be awarded the additional money to go with the CDBG award of \$20,000; she is working with Jason Adams of the Local Initiative Support Corporation (LISC), Drew Lehr, and Myrna Lastusky of Beartooth RC&D, in getting the housing needs assessment ready; meetings continue with the Montana Business Attraction Team; she, Mayor Purcell, and Lehr met with Brent Moore from Interstate Engineering on the Wayfinding Planning Grant to establish the next steps for the re-branding of Hardin and for the wayfinding plan; she met with Kathleen Williams and Tash Wisemiller from USDA; and she met with Tori Kolkhorst, a field representative for the office of Senator Steve Daines and discussed projects she is currently working on.

**RESOLUTIONS & ORDINANCES:**

**Resolution NO. 2364: Recommending a Funding Priority List for State-Local Infrastructure Partnership Act to the Montana Department of Commerce – House Bill 355 Allocation.** Sharpe motioned to approve the resolution. Massine seconded. On a voice vote the motion was unanimously approved.

**ANNOUNCEMENTS:**

Mayor Purcell reported Letters of Interest to serve on the Police Commission are due by April 18, 2024. The City of Hardin has the following Job Openings: Full time positions: Police Officers, School Resource, Police Service Aide (PSA), and two Seasonal Employees. Part-Time position: Building Inspector/Code Enforcement Apprentice. Positions are open until filled.

Hopes motioned to adjourn the meeting at 6:59 p.m. Espinoza seconded. On a voice vote the motion was unanimously approved.

---

**Joe Purcell, Mayor**

**ATTEST:**

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

# City of Hardin

Submitted for Approval

April 16, 2024

Month	CLAIM No.	Monthly Total
March, 2024	30857-30868, 30871, 30878, 30887	\$ 35,383.99
April, 2024	30869-30870, 30872-30877, 30879-30886, 30888	23,207.27
<b>Claims Total (Expenditures)</b>		<b>\$ 58,591.26</b>
<b>March Payroll</b>		<b>292,351.37</b>
<b>TOTAL Submitted</b>		<b>\$ 350,942.63</b>

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

Vendor	Purpose	Check #	Amount
<i>EXEMPT from Resolution 2189:</i>			
NORTHWESTERN ENERGY	Electric Utilities	40214	17,659.33

*Claim 30740 Split into two claims to properly account for payments, new claims are:*

BIG SKY LINEN & UNIFORM INC	Weekly rug exchange claim 30740	99719	147.73
BIG SKY LINEN & UNIFORM INC	Weekly rug exchange claim 30889	99717	29.57



**CITY OF HARDIN**

Claims Report

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

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<b>Vendor</b>	<b>Claim #</b>	<b>Check</b>	<b>Amount</b>
BILL'S AUTO PARTS	CL 30857	40203	1,268.25
BIG SKY LINEN & UNIFORM INC	CL 30858	-99718	144.19
BIG HORN COUNTY ELECTRIC	CL 30859	40204	4,163.69
CenturyLink	CL 30860	40205	1,362.78
LYNN'S SUPERFOODS	CL 30861	40206	139.39
HAWKINS, INC	CL 30862	40207	3,153.00
RCI ENERGY INC	CL 30863	40208	706.69
TOWN & COUNTRY SUPPLY ASSN	CL 30864	40209	300.00
APG YELLOWSTONE NEWS GROUP	CL 30865	40210	1,729.91
UTILITIES UNDERGROUND LOC. CTR.	CL 30866	40211	22.36
VERIZON WIRELESS	CL 30867	-99721	755.05
ST Vincent Occupational Healthcare	CL 30868	40212	30.00
NORTHWESTERN ENERGY	CL 30871	40214	17,659.33
DIS TECHNOLOGIES	CL 30878	40221	993.80
MOTION INDUSTRIES,INC.	CL 30887	40230	2,955.55
			<b>35,383.99</b>

CITY OF HARDIN

Claims Report

For the Accounting Period: April, 2024

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Vendor	Claim #	Check	Amount
DOCUSIGN INC	CL 30869	-99716	2,760.00
FIRST INTERSTATE BANK WM	CL 30870	40213	2,607.29
AAA STRIPING SERVICE	CL 30872	40231	2,700.00
BALCO UNIFORM CO., INC.	CL 30873	40216	561.99
BIG HORN HOSPITAL ASSOCIATION	CL 30874	40217	125.00
BIG SKY MENTAL HEALTH SERVICES PLLC	CL 30875	40218	200.00
BILLINGS PETERBILT/JACKSON GROUP	CL 30876	40219	1,858.17
BIG SKY EXPRESS WASH	CL 30877	40220	18.00
HARDIN CHEVROLET INC	CL 30879	40222	515.41
LEVEL 3 COMMUNICATIONS, LLC	CL 30880	40223	478.98
CHRIS L SCHNEIDER	CL 30881	40224	25.96
STINE ELECTRONICS & AUTOMOTIVE LLC	CL 30882	40225	2,201.00
U.S. POSTAL SERVICE	CL 30883	40226	320.00
USA BlueBook	CL 30884	40227	1,319.33
THE ORIGINAL BRIEFS	CL 30885	40228	3,514.60
360° OFFICE SOLUTIONS INC	CL 30886	40229	530.11
ENTERPRISE FLEET MANAGEMENT	CL 30888	-99720	3,471.43
			<b>23,207.27</b>



**CITY OF HARDIN**

Check Report

4/16/2024

Vendor	Claim #	Check	Amount
BILL'S AUTO PARTS	CL 30857	40203	1,268.25
BIG HORN COUNTY ELECTRIC	CL 30859	40204	4,163.69
CenturyLink	CL 30860	40205	1,362.78
LYNN'S SUPERFOODS	CL 30861	40206	139.39
HAWKINS, INC	CL 30862	40207	3,153.00
RCI ENERGY INC	CL 30863	40208	706.69
TOWN & COUNTRY SUPPLY ASSN	CL 30864	40209	300.00
APG YELLOWSTONE NEWS GROUP	CL 30865	40210	1,729.91
UTILITIES UNDERGROUND LOC. CTR.	CL 30866	40211	22.36
ST Vincent Occupational Healthcare	CL 30868	40212	30.00
FIRST INTERSTATE BANK WM	CL 30870	40213	2,607.29
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ENTERPRISE FLEET MANAGEMENT	CL 30888	-99720	3,471.43
VERIZON WIRELESS	CL 30867	-99721	755.05
			<b>58,591.26</b>

City of Hardin  
RFP - City of Hardin Sanitary Sewer Cleaning  
April 9, 2024 @ 3:00 p.m..

Adendum #1 Exhibit B

Bidder	Exhibit A	Exhibit B	Exhibit B1 Total	Exhibit B2 Total	Exhibit B3 Total	Exhibit B4 Total	Exhibit C	Exhibit D	Comments
Pace	included	8482.4	7470.5	601.90	285.00	125.00			
Tru Pipe	included	7665	6,690.00	500.00	225.00	250.00			



April 11, 2024

Mayor Joe Purcell  
City of Hardin  
406 N Cheyenne Avenue  
Hardin, MT 59034

**RE: ARPA Improvements Sewer Cleaning – Recommendation of Award**

Dear Mayor Purcell:

As you are aware, the City of Hardin received and opened bids for the ARPA Improvements Sewer Cleaning project on April 9, 2024. Two bids were received. As project engineer, Stahly Engineering has reviewed the bid packages and found them both to be complete and free of mathematical errors. The bid packages are enclosed with this recommendation.

After review of the bid documents, we feel that Tru Pipe, Inc. met the requirements contained in the Request for Proposals. The bid received totaled \$7,665.00, which is within the budget established for the project. Stahly has worked with Tru Pipe, Inc. on previous projects and found them to be an experienced and reputable contractor.

Stahly Engineering recommends that the City of Hardin award the contract to Tru Pipe, Inc. for the ARPA Improvements Sewer Cleaning project.

Please contact me directly with any questions.

Sincerely,

**Stahly Engineering & Associates**

A handwritten signature in blue ink, appearing to read "Dax Simek".

Dax Simek, PE  
Billings Regional Manager

Encl. Tru Pipe Bid Package  
PACE Bid Package

## REQUEST FOR PROPOSALS

### CITY OF HARDIN SANITARY SEWER CLEANING

#### **Purpose:**

The City of Hardin is soliciting a Request for Proposals (RFP) from vendors interested in performing sewer main cleaning and closed-circuit television inspection (CCTV) of sanitary sewer pipes assigned by the City.

#### **Background:**

The City of Hardin has approximately 2,230 linear feet of sewer mains in need of cleaning and CCTV inspection. Sewer line type is 18-inch diameter PVC pipe. The location of the sewer main is 13<sup>th</sup> Street East and North Lessard Avenue. Stahly Engineering has provided a map of the locations of sewer mains to be cleaned. Prevailing wage rates must be used throughout the duration of the project. Payroll certification will be performed by Stahly Engineering.

#### **Scope of Work:**

The Scope of Work will include the following elements:

- Perform CCTV video inspections of assigned City of Hardin sanitary sewer mains.
- Document location, size, and material of existing mains.
- Document location, size, and material of any laterals.
- Contact City representatives when encountering mainline or side sewer issues that could cause potential backups or issues. Contact list will be provided at the pre-construction meeting.
- Provide traffic control according to the Manual of Uniform Traffic Control Devices (MUTCD) to maintain vehicle and pedestrian safety with the public rights of way.
- Clean and jet all assigned City sanitary sewer lines and manholes prior to CCTV inspection to clear any debris.
- Work shall be completed within 45 calendar days of Notice to Proceed and shall be completed no later than June 28, 2024.



City of Hardin RFP  
Sanitary Sewer Main Cleaning

Deliverables:

- Weekly submittals of pipe CCTV inspection videos in MPG format.
- Weekly written report in PDF format of each pipe inspection from manhole to manhole, including any lateral line inspections.
- Weekly submittals of still photos.
- Final report combining the findings of said inspections

Vendor Requirements:

- Perform CCTV inspections according to current best management practices using current technology
- Provide all supervision, labor, equipment, materials, technical expertise, safety equipment, and service operation to complete the task.
- Comply with all relevant Federal, State, and local regulations, including confined space entry.
- Provide a written safety policy to the District prior to beginning any work.

City Responsibilities:

- Provide access to a sewer map for reference of sewer pipes and manholes.
- Provide City staff to assist with questions, processes, and mitigation of any unforeseen conditions during the project.
- Procure right of entry permission for private property owner if required

Procedures for Submittal:

- If interested in responding to this RFP, a firm must be registered with the Montana Secretary of States office and in good standing. Include a copy of registration with submittal documents.
- All submittals must be received by 3:00pm on Tuesday, April 9, 2024. Email submittal will not be accepted.
- CCTV Inspection must be clearly marked on the submittal envelope.
- Include three (3) hard copies and one electronic thumb drive of the submittal
- Include a description of all proposed team members and respective roles and experience.
- List 3 similar projects completed within the last 3 years including references.
- List experience related to public agency work.

Selection Process:

RFP Evaluation Components / Criteria

A. Staffing / Equipment / Project Organization	Max 20 Points
B. Expertise / Public Agency Experience	Max 30 Points
C. Submitted Examples	Max 20 Points
D. Bid Price	<u>Max 30 Points</u>
	Total= 100 Points

City of Hardin RFP  
Sanitary Sewer Main Cleaning

Tentative Schedule

<b>Date</b>	<b>Task</b>
April 9, 2024 – 3:00pm	Deadline for RFP Submittals
April 10 – April 16, 2024	Evaluation of Proposals
April 17, 2024	City Council award of contract & notice to proceed

Upon completion of the evaluations, the City will determine the most qualified vendor based on all materials and information presented. The City will then begin the contract negotiation process.

The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation.

Any inquiries regarding the Request for Proposals should be directed to Dax Simek, PE at Stahly Engineering 406-601-4055.

Proposals shall be delivered to:

Hand delivered or Mail: City of Hardin, City Hall, 406 N. Cheyenne, Hardin, MT 59034

Proposals Due: April 9, 2024, 3:00 p.m. Late submittals will not be considered.

Exhibits:

Exhibit A – Project Experience

Exhibit B – Bid Form

Exhibit C – City of Hardin Sewer Cleaning Map

Exhibit D – Master Services Agreement

The City reserves the right to reject any and all RFP's and to waive minor irregularities in the submittal and evaluation process. The solicitation for vendor services does not obligate the City to pay any costs incurred by respondents in the preparation and submission of an RFP. This solicitation does not obligate the City to accept or contract for any expressed or implied services.

City of Hardin RFP  
Sanitary Sewer Main Cleaning

EXHIBIT A  
Project Experience

Project name	City of Glendive – Annual Sewer Maintenance
Contracting Entity	City of Glendive
Location	Glendive, MT
Year Completed	2019 – Present
Short Description	Annual Cleaning & CCTV Inspection of Approximately 20,000 LF.
Reference	Frank Ceane (PWD) – (406) 600-9369

Project name	Worden-Ballentine Yellowstone County – Annual Sewer Maintenance
Contracting Entity	Worden-Ballentine Yellowstone County
Location	Worden-Ballentine, MT
Year Completed	2020-Present
Short Description	Annual Cleaning of Approximately 10,000 LF and CCTV Inspection where/when requested.
Reference	Sandy Kust (Water/Sewer Operator) – (406) 670-4550

Project name	Frazer, Brockton, & Fort Kipp CCTV Sewer Inspection
Contracting Entity	Interstate Engineering/Assiniboine & Sioux Tribes of the Fort Peck Indian Reservation
Location	Fort Peck Indian Reservation, MT
Year Completed	2021
Short Description	Cleaning and CCTV Inspection of Approximately 35,000 LF and 120 Manholes between Frazer, Brockton, & Fort Kipp.
Reference	Ryan Kopp (Interstate Engineering) – (406) 489-3053

City of Hardin RFP  
Sanitary Sewer Main Cleaning

EXHIBIT B  
Bid Form

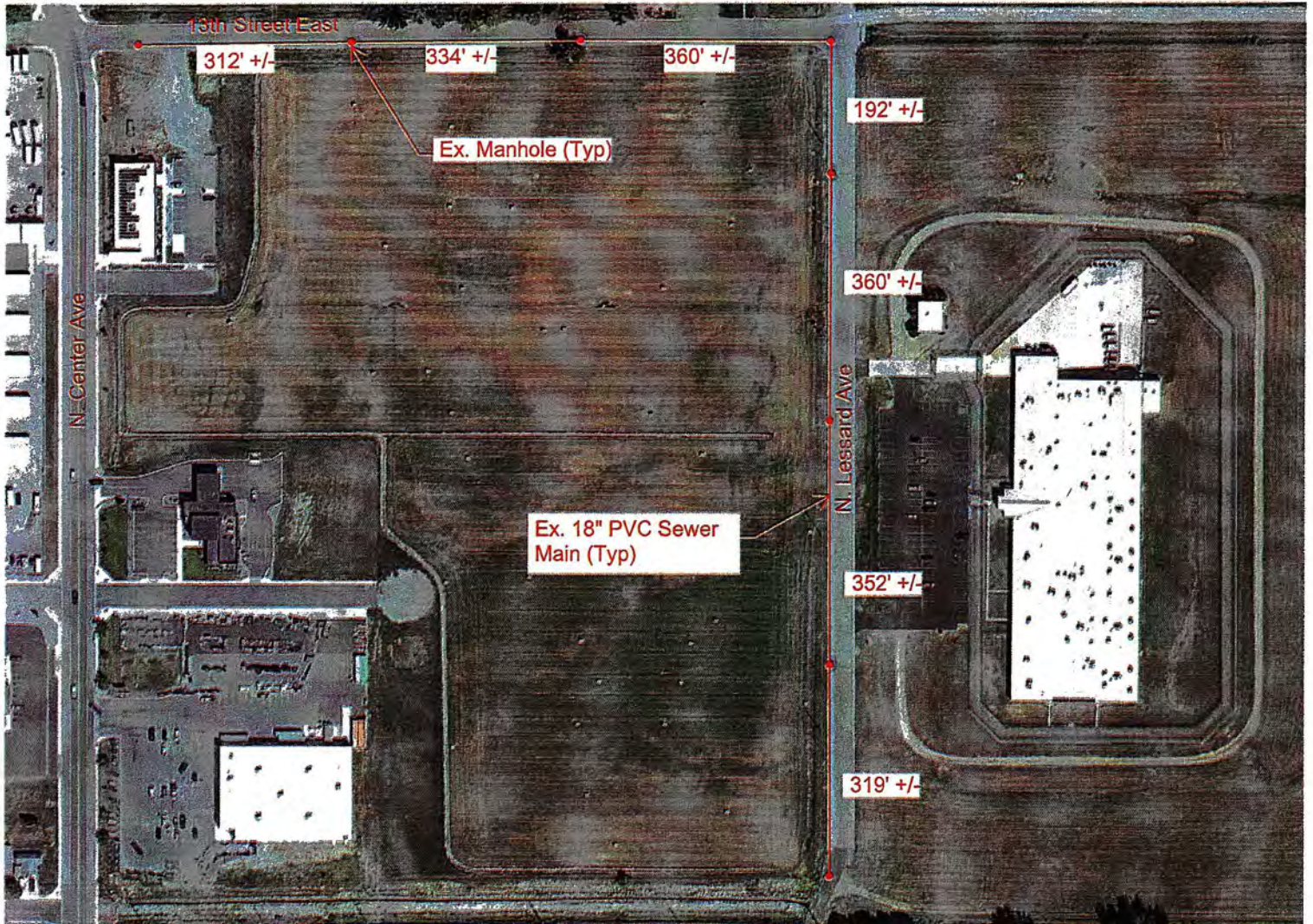
Item No.	Item Description	Bid Quantity	Unit	Bid Price	Total
1	CCTV Sewer Pipe Inspection	2,230	LF		
2	CCTV Sewer Manholes	8	EA		
3	Traffic Control	1	LS		

New Bid Form Included With Addendum #1



City of Hardin RFP  
Sanitary Sewer Main Cleaning

## EXHIBIT C - HARDIN SEWER CLEANING MAP





**Addendum #1**

**April 3, 2024**

Sanitary Sewer Main Cleaning  
Hardin, Montana

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE FACE OF THE SEALED BID ENVELOPE.

Bidders for the above listed project are hereby notified that the following changes and/or clarifications have been made to the bid documents:

**BID FORM**

1. The bid form has been modified to include line items for Mobilization and Taxes, Bonds, Insurance. The form also eliminated the line item for CCTV of manholes.
2. A revised bid form is attached with the addendum.

Stahly Engineering & Associates, Inc.

A handwritten signature in blue ink, appearing to read "Dax Simek".

Dax Simek, PE  
Project Engineer

**Attachments**

Revised Bid Form



City of Hardin RFP  
Sanitary Sewer Main Cleaning

EXHIBIT B  
Bid Form

Item No.	Item Description	Bid Quantity	Unit	Bid Price	Total
1	CCTV Sewer Pipe Inspection	2,230	LF	\$3.00	\$6,690.00
2	Mobilization	1	LS	\$500.00	\$500.00
3	Taxes, Bonds, Insurance	1	LS	\$225.00	\$225.00
4	Traffic Control	1	LS	\$250.00	\$250.00

Total: \$7,665.00

**Tru Pipe Proposed Team Members:**

**Joel Hoagland (Owner)**

Began Tru Pipe in September of 2013 contributing to 10 years' experience in pipe inspection and maintenance.

Additionally, 20+ Years Experience in the Water and Sewer Industry on the installation and construction side. (Co-Owner of Castlerock Excavating)

NASSCO (National Association of Sewer Service Companies) Certified in PACP (Pipeline Assessment Certification Program), LACP (Lateral Assessment), and MACP (Manhole Assessment)

**Destry Brandal (Project Manager)**

10 Years Experience in the Water and Sewer Industry

Previously a Municipal Employee for the City of Livingston Water & Sewer Department (5 Years)

NASSCO (National Association of Sewer Service Companies) Certified in PACP (Pipeline Assessment Certification Program), LACP (Lateral Assessment), and MACP (Manhole Assessment)  
CDL Certified

**Justin Whitmus (Camera Operator)**

20+ Years Experience in the Sewer Industry

NASSCO (National Association of Sewer Service Companies) Certified in PACP (Pipeline Assessment Certification Program), LACP (Lateral Assessment), and MACP (Manhole Assessment)  
CDL Certified

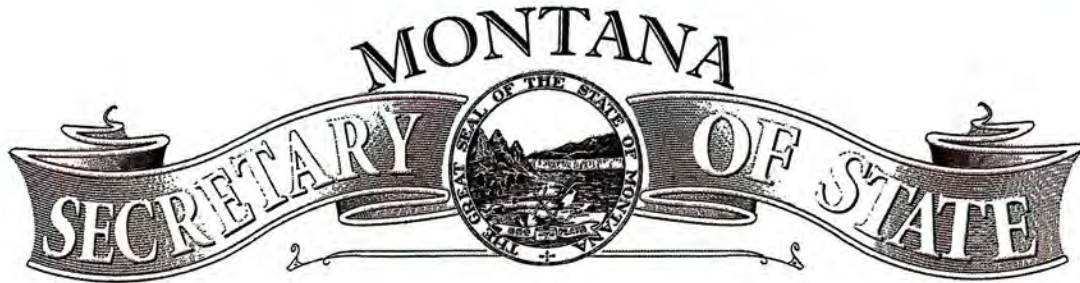
**Mark Leischner (Vacuum Truck Operator)**

10 Years Experience in the Sewer Industry

CDL Certified

\*All Tru Pipe Camera Operators have been certified through NASSCO for PACP/LACP/MACP to perform Sewer Assessment properly and consistently at national standard. All Tru Pipe Vacuum Truck Operators have obtained, at least, a Class-B CDL with Tanker Endorsement to drive and operate the required equipment.





## CERTIFICATE OF EXISTENCE

I, **CHRISTI JACOBSEN**, Secretary of State for the State of Montana, do hereby certify that:

### **TRU PIPE, INC.**

duly filed its **Articles of Incorporation for Domestic Profit Corporation** in this office on **September 12, 2013**, and on that date was authorized to transact business in this state for a term of perpetual duration.

Payment is reflected in the records of the Secretary of State for all fees owed to the Secretary of State.

The most recent annual report has been filed with this office.

No articles of dissolution have been placed on the record in this office by said corporation and the records indicate the corporation is in good standing under the laws of the State of Montana.

The Secretary of State cannot certify that tax and penalties owed to this state on record with the Department of Revenue are current. Please contact the Department of Revenue at (406) 444-6900 to obtain information on the tax status.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Montana, at Helena, the Capital, this 3rd day of April, 2024.

*Christi Jacobsen*

**Christi Jacobsen**  
Montana Secretary of State

Certificate Number: 52836016



Montana Department of  
**LABOR & INDUSTRY**

## **CERTIFICATE OF CONTRACTOR REGISTRATION**

TRU PIPE INC  
6765 TRADE CENTER AVENUE  
BILLINGS, MT 59101

**STATUS**  
Employer

**REGISTRATION NO.**  
205001

**EFFECTIVE DATE**  
10/21/2023

**EXPIRATION DATE**  
10/20/2025

Visit our website at [mtcontractor.mt.gov](http://mtcontractor.mt.gov) or call the  
Registration Section at **406-444-7734** for more information  
or to verify the validity of this certificate.





*JPT is committed to providing employees of Montana and Wyoming public service agencies with cost-effective group health benefits plans.*



*Renewal for*

**City of Hardin**

**Effective Date: 7/1/2024**

*Prepared by EBMS on behalf of the JPT*

*The JPT is more than just a Benefits Provider*





*The Joint Powers Trust (JPT) is a non-profit health benefits trust. The JPT was founded in 1988 by a group of counties in Montana who sought long-range stability for health benefits coverage for employees and their dependents. Today, the JPT provides quality, comprehensive benefit offerings to more than 7,000 members throughout the region.*

*The Joint Powers Trust Advantage...*

As a pool of various sized public entities, we have greater purchasing power to reduce costs and/or improve benefits

Local administration and service for your Plan participants

Flexible benefit design for medical, dental and vision

Significant discounts for health care services as a result of our successful negotiations with providers and hospitals

JPT participants will have 24/7 online access to their claims data and other health care and benefit plan information through the miBenefits portal

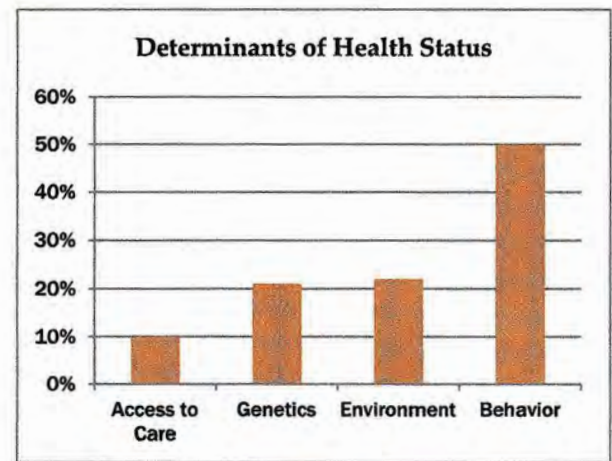
Local case management nurse to help walk your membership through treatment plans and to answer questions.

Biometric screening offerings through HealthyMe and It Starts With Me.

- If interested, contact JPT for discount pricing.

*More than just a benefits provider...*

We understand the cost drivers of health care today and have responded with comprehensive quality benefit offerings which help our Plans – and their members – effectively mitigate rising health care costs. While the JPT provides benefit programs that focus on individuals who have been diagnosed with a chronic health condition or have been hospitalized for an illness, we are also concerned with providing programs which focus on preventive health strategies.



Source: Center for Disease Control and Prevention

**The JPT and EBMS Advantage**

The JPT and EBMS have been partners in providing comprehensive benefit plans to governmental and publicly funded entities for more than twenty-five years. The strategies utilized within this partnership have enabled the JPT to provide stable rates and continually improving services throughout this period. Below you will see some of the services that the JPT provides to all fully pooled groups through EBMS.





*City of Hardin's health plan is due to renew on a fully pooled basis with the Joint Powers Trust on 7/1/2024. The required increase in premiums for your group is warranted on a blend of your group's experience and the experience of the entire JPT pool. The actual weight given to your groups experience depends on the group's size.*

### ***Trends in Health Care Costs***

National health benefit plan costs continue to climb every year. Reasons for this increase include an aging population, swelling medical technology costs, growing hospital expenditures, rising prices and utilization of prescription drugs, poor lifestyle choices, and medical malpractice costs.

The Joint Powers Trust must fund this annual inflation in order to remain solvent and continue to pay claims. Historically, the JPT average rate increase has remained well below that of the national trend. The JPT combats these rising costs by acknowledging the biggest cost drivers, providing services such as the Wellness and Prevention initiatives managed by our partner, It Starts With Me, and aggressive hospital provider contracts to control them. There are also multiple care management programs in place that also help significantly in controlling costs.

### ***Utilization Management/Case Management/Enhanced Case Management***

Our integrated programs provide triggers that automatically refer cases that may benefit from the appropriate Care Management Program. Utilization Management deals with any inpatient admission. Case Management handles significant diagnoses that require a special level of management. Recently added is the Enhanced Case Management Program, which intervenes in cases that do not feed into the "normal" Case Management queue, in situations where a covered member may be heading toward catastrophic condition(s) and the resulting high dollar claims. The UM and CM Programs are URAC accredited through our partner, American Health Holdings.

### ***Stabilize Your Risk...***

All claims experience in excess of \$30,000 is fully pooled among the JPT groups. Therefore, your organization is less likely to be adversely affected by an employee with large claims. The pooling of experience ensures consistent rate adjustments and guards against the unpredictability that results when a plan stands alone. Without the benefit of pooled claims, groups tend to experience greater fluctuation in rates, where one year's increase is incredibly high, but the next may be extremely low. The JPT also uses a fiscally sound approach to the proposal and renewal processes. The JPT does not use artificially low premium proposals in order to attract new business, nor are irresponsibly low renewals offered in order to retain business.

The JPT offers a reliable solution and long-term approach. The JPT offers very low overhead and administrative costs, thereby allowing the bulk of premiums to be applied towards claims payment.

### ***Consolidated Appropriations Act/No Surprises Act (2022)***

- ID Cards will have DED/OOP amounts included. Please let your membership know new ID cards will be sent out the month prior to your renewal.
- OON Balance billing – OON Emergency services, Air Ambulance, and non-network provider services at in network facilities are no longer allowed. If a member does receive a balance bill, please direct them to contact ELAP at the phone number on the EOB.
- Provider Directories – EBMS maintains the First Choice provider directories through the miBenefits platform. If a member has questions, they can call into our customer service center.



JOINT POWER TRUST

Medical Plan Renewal	Option I \$1500 Ded		Option II \$4500 HDHP	
	Current	Renewal	Current	Renewal
	<b>Single</b>	\$1,262.22	\$1,380.87	\$1,047.17
<b>Employee/Spouse</b>	\$2,510.07	\$2,746.01	\$2,085.70	\$2,281.76
<b>Employee/Child(ren)</b>	\$2,275.71	\$2,489.63	\$1,892.16	\$2,070.02
<b>Family</b>	\$3,523.86	\$3,855.10	\$2,929.66	\$3,205.05
<b>Medicare Retiree Single</b>	\$833.40	\$911.74	\$691.80	\$756.83
<b>Medicare Retiree 2 Party</b>	\$1,729.81	\$1,892.41	\$1,435.63	\$1,570.58
<b>Retiree 2 Party 1&lt;1&gt;65</b>	\$1,991.50	\$2,178.70	\$1,653.88	\$1,809.34

	Dental Renewal		Buy up Vision Renewal		
	Current	Renewal	Current	Renewal	
<b>Employee</b>	\$ 47.62	\$ 47.62	<b>Employee</b>	\$5.66	\$5.66
<b>Employee Spouse</b>	\$ 95.23	\$ 95.23	<b>Employee Spouse</b>	\$13.51	\$13.51
<b>Employee Children</b>	\$ 98.42	\$ 98.42	<b>Employee Children</b>	\$14.63	\$14.63
<b>Employee Family</b>	\$ 146.02	\$ 146.02	<b>Employee Family</b>	\$24.93	\$24.93





Thank you for allowing us to serve you this year. We appreciate your business and have enjoyed working with your organization. We look forward to providing you with our high level of service during the upcoming year.

We are excited to announce that we will be increasing the base Life and AD&D coverage offered by JPT to \$15,000. We will also be rolling out a new program to assist with our Diabetic populations. This is a great program, and we are looking forward to rolling this out. More to come!

New Mail Order Options are Available! With the miRx transition to HealthDyne, we sought out some options that will be more easily available for our members. With this new offering, members can use the Mail Order program at Walmart Pharmacy, Amazon Pharmacy, as well as Mark Cuban Cost Plus Drug Company. Flyers outlining the details are attached so please review and let us know if there are any questions.

Please note that the quoted renewal rates may include any ancillary services that are on your monthly bill, such as Life Insurance premiums and broker/agent fees.

\*An additional \$1 in premium is assessed to Dental/Vision only members for COBRA tracking purposes.

\*\* New plan document/SBC offerings outside of what is offered today are invoiced by EBMS to client directly \$1,000/\$250 per design.

Please indicate your acceptance of the renewal offer by signing below.

If interested in lowering your rates by replacing plan options, please contact Maci Salazar.

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By

---

Date

City of Hardin

Please send signed/dated renewal to your Agent or Broker, or to:

Maci Salazar, Relationship Manager

Email: [msalazar@ebms.com](mailto:msalazar@ebms.com)

## City of Hardin

### Health Insurance Rates for 2024-2025 Option

Effective 7/1/24- payable one month in advance. Based on 80% City match

Type of Coverage	JPT 2023-2024 RM 1500	JPT 2024-2025 RM 15002	Monthly Premium Increase	Employee's Share	Employee per pay period	Increase per pay period	Employee increase per hour	Employee Increase per pay period	% increase
<b>Health</b>									-
Single	1,207.20	1,325.85	118.65	265.17	132.59	59.32	0.137	10.96	9.8%
Two-Party	2,406.24	2,642.18	235.94	528.44	264.22	117.97	0.272	21.76	9.8%
Parent/Child	2,168.69	2,382.61	213.92	476.52	238.26	106.96	0.247	19.76	9.9%
Family	3,369.24	3,700.48	331.24	740.10	370.05	165.62	0.382	30.56	9.8%
Med. Ret. Single	778.38	856.72	78.34	856.72	428.36	39.17	0.226	18.08	10.1%
Med. Ret. 2 party	1,613.67	1,776.27	162.60	1,776.27	888.14	81.30	0.469	37.52	10.1%
Ret. 2 Party 1<1>65	1,887.67	2,074.87	187.20	2,074.87	1,037.44	93.60	0.540	43.20	9.9%

Type of Coverage	2023-2024 HDHP \$4500	2024-2025 HDHP \$4500	Monthly Premium Increase	Employee's Share	per pay period	Increase per pay period	Employee increase per pay period	City Monthly Contribution to HSA	% increase
<b>Health</b>									
Single	992.15	1,090.59	98.44	218.12	109.06	49.22	9.12	94.10	9.9%
Two-Party	1,981.87	2,177.93	196.06	435.59	217.79	98.03	18.08	185.70	9.9%
Parent/Child	1,785.14	1,963.00	177.86	392.60	196.30	88.93	16.40	167.84	10.0%
Family	2,775.04	3,050.43	275.39	610.09	305.04	137.70	25.44	260.02	9.9%

Type of Coverage	JPT 2023-2024 RM 1500	JPT 2024- 2025 RM 1500	Monthly Premium Increase	Employee's Share	per pay period	Increase per pay period	Employee increase per hour
<b>Life</b>							
Dependent	7.40	7.40	-	1.48	0.74	-	0.000
	1.20	1.20	-	1.20	0.60	-	0.000
<b>Dental</b>							
Single	47.62	47.62	-	47.62	23.81	-	0.000
Two-Party	95.23	95.23	-	95.23	47.62	-	0.000
Parent/Child	98.42	98.42	-	98.42	49.21	-	0.000
Family	146.02	146.02	-	146.02	73.01	-	0.000
<b>Vision</b>							
Single	5.66	5.66	-	5.66	2.83	-	0.000
Two-Party	13.51	13.51	-	13.51	6.76	-	0.000
Parent/Child	14.63	14.63	-	14.63	7.32	-	0.000
Family	24.93	24.93	-	24.93	12.47	-	0.000

Life/AD&D is \$7.40 per month for \$20,000 for an employee who carries medical coverage.

Dependent Life is \$1.20 per unit. Spouse = \$5000, Child = \$5000

Employee's share is based on a full-time employee.



**COST TO CITY at 80% contribution to health**

# of EEs on plan 3/15/24	Totals	JPT 2023- 2024	JPT 2024- 2025	Increase	Check % of increase
6	Single	65,486.88	76,368.96	10,882.08	16.62%
4	Two-Party	87,033.60	101,459.52	14,425.92	16.58%
1	Parent/Child	19,603.44	22,873.08	3,269.64	16.68%
2	Family	60,923.04	71,049.12	10,126.08	16.62%
4	Single	35,860.80	41,878.66	6,017.86	16.78%
2	Two-Party	35,822.88	41,816.26	5,993.38	16.73%
0	Parent/Child	-	-	-	
1	Family	25,074.96	29,284.13	4,209.17	16.79%
4	<i>Open positions</i>	<i>121,846.08</i>	<i>142,098.24</i>	<i>20,252.16</i>	<i>16.62%</i>
24		<b>451,651.68</b>	<b>526,827.96</b>	<b>75,176.28</b>	<b>16.64%</b>



April 8, 2024

Mayor Joe Purcell and Hardin City Council  
406 N Cheyenne  
Hardin MT 59034

RE: Grant request

Dear Mayor and Council:

The non-profit organization, Hardin Volunteer Firefighters, helps the community in various ways. We provide training to others and do community outreach activities. Our most popular outreach activities are Fire Safety week at the schools, certain community events like Little Big Horn Days, 4H Fair, Farmers Markets among other events that may happen. We also purchase supplies and other needed materials for the firemen, fire hall, and firetrucks.

Would you continue to support us and the work we do by granting us \$10,000.00 as you have in the past?

Sincerely,

A handwritten signature in black ink that reads "Kevin Cannon". The signature is written in a cursive style and is positioned over the bottom part of the large red Maltese cross logo.

Kevin Cannon  
Secretary/Treasurer  
Hardin Volunteer Firefighters.





In Control, Inc.  
5301 E River Rd, Suite 108  
Fridley, MN 55421

## PROPOSAL # QP24040201-01

**To:** City of Hardin WTP

**Date:** April 2, 2024

**From:** Cade Beeton

**Valid:** 30 days

**Page:** 1 of 5

**Attn:** Trevor Lutt

**Re:** Automation & Cybersecurity Service Plan – 2024 Annual Renewal

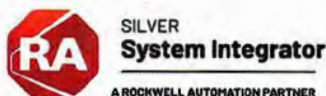
In Control, Inc. is pleased to provide our proposal for the annual renewal of your Automation & Cybersecurity Service Plan (ACSP) that will be expiring April 30, 2024. Renewal of your ACSP includes annual subscriptions that support WatchGuard's Total Security Suite 24/7 firewall monitoring, AuthPoint Multi-Factor Authentication (MFA), and RealVNC Remote Access software.

As you are aware, cybersecurity threats are constantly evolving, and it is imperative to ensure that your SCADA system is well-protected against such threats. Our maintenance plan provides the necessary updates and patches to prevent potential security breaches which can be detrimental for both the City and residents.

The annual renewal comes with a host of benefits such as regular security updates, access to our technical support team, and round-the-clock monitoring of your SCADA control network. On site inspection and maintenance of all related control hardware is critical in keeping your control system reliable. With our maintenance plan, you can be confident that your business is secure from any unauthorized access, data breaches, or malicious activities.

This annual renewal keeps your system maintained and protected through April 30, 2025.

We value our relationship with you and are committed to providing first-class solutions to meet your automation and cybersecurity needs. By renewing your maintenance plan, you can continue to focus on your day-to-day operations with the peace of mind that your control system infrastructure is in good hands.



## Proposed Materials and Services

### Item 1 - Cybersecurity Defense – Configured Firewall Hardware

The hardware firewall located at the Water Treatment Plant was installed as part of your 2023 maintenance plan and is up-to-date. It is recommended that the hardware firewall be replaced every 3-5 years.

#### A. Water Treatment Plant Firewall WatchGuard Firebox T20-W

### Item 2 - Automation & Cybersecurity Service Plan

#### A. Supervisory Control Panels (Plant or Remote Sites) – Annual Maintenance (On-site)

##### 1. Inspection:

- a. Verify control panels are properly grounded.
- b. Check PLC diagnostic information for errors and low battery conditions.
- c. Visually inspect radio cabling for damage and check radio indicators for alarms.
- d. Visually inspect control panels for abnormalities (frayed or loose wires, moisture, seals).
- e. Verify electrical schematics are present in each control panel and are up to date.

##### 2. Testing:

- a. Load test operation of Uninterruptible Power Supply (UPS) and check for alarms.
- b. Test communication-fail alarms.
- c. Test critical alarms (Example high/low level and float backup for lift stations).

##### 3. Maintenance:

- a. Vacuum control panel, lube panel hinges, and check for burnt out light bulbs.
- b. Backup Programmable Logic Controller (PLC) programs.
- c. Backup Operator Interface Terminals (OIT) programs and set OIT's to correct date and time.
- d. Review spares inventory condition and count.

##### 4. Main Facility Control Panels Covered (10):

- a. 07089-B01-WTPRTU
- b. 12087-A01-HSP2Vfd
- c. 12087-A02-BWP1Vfd
- d. 12087-A03-BWP2Vfd
- e. 12087-A04-FilterUps
- f. 12087-A05-Filter1&2
- g. 12087-A06-Filter3&4
- h. 12087-A07-WTPVcp
- i. 12087-A08-WTPScp
- j. 12087-A09-WTPPm

##### 5. Remote Site Control Panels Covered (2):

- a. 07089-A01-TankRTU
- b. 07089-C01-IntakeRTU

#### B. Network Components (Computers & Servers) – Semi-Annual Maintenance (On-site and Office)

##### 1. Inspection:

- a. Check computer hardware, fans, and filters for basic function.
- b. Review computer error logs, database size, resource utilization, and available storage space.

##### 2. Testing:

- a. Test communication function of software alarm dialers and remote access.
- b. Test communication function of backup hardware alarm dialer.
- c. Verify on-demand report generation.

##### 3. Maintenance:

- a. Power down and clean fans and filters.
- b. Backup SCADA programs.
- c. Backup software configurations for switches, firewalls, VOIP dialers, and other devices.
- d. Renew licensing for subscription software. (Cost of subscriptions included in Plan cost.)



- e. Apply approved Windows updates for the existing operating system.
- 4. Software Subscriptions and/or Support Included:
  - a. RealVNC Remote Access (3 licenses)
- 5. Network Equipment Covered:
  - a. WTP SCADA Computer #1
  - b. WTP SCADA Computer #2
- C. Cybersecurity Defense – Ongoing services, Semi-Annual Maintenance (Office)
  - 1. Inspection: Check firewall\* software, security logs, and identify required firmware updates.
  - 2. Maintenance: Install firewall security updates, if available, and renew security subscriptions.
  - 3. On-going Services: Implement and maintain Unified Threat Management (UTM) system including:
    - a. URL filtering, Intrusion Prevention System (IPS), and Gateway Antivirus (GAV)
    - b. APT Blocker – Defends against ransomware, zero-day threats, advanced malware
    - c. DNS Filtering – Detects and blocks dangerous connections via a cloud-based service using DNS-level (Domain Name System) filtering
    - d. Threat Detection & Response – Identifies and isolates infected computers on the network
    - e. Cloud Data Retention – Real-time monitoring and thirty-day retention of traffic logs of all activity on the network.
  - 4. Secure Remote Access through a VPN and Multi-factor Authentication Service:
    - a. Virtual Private Network (VPN) – Limit remote connections to those established through a secure connection using IPSec and/or SSL
    - b. Multi-Factor Authentication – Verify all remote connections with a second means of authentication through a separate smartphone application
    - c. Provide user administration support as requested, including creating and removing user accounts, resetting passwords, and supporting multifactor authentication and remote access
  - 5. Included security services subscriptions, software, and support:
    - a. WatchGuard's Total Security Suite
    - b. AuthPoint Multi-Factor Authentication (Up to 5 users)
  - 6. Covered Cybersecurity Devices
    - a. Waste Water Treatment Plant Firewall – WatchGuard Firebox T20-W
- D. Controls System Planning Meeting – Annual meeting with Controls Engineer to develop and review multi-year control system and cybersecurity defense posture.
- E. Warranty Extension for Identified Projects – This plan extends In Control's warranty term an additional 12 months for controls engineering services (equipment excluded). This extension applies to any work completed by In Control in the past 30 days and any new work completed during the life of this Plan. Plan must be active for extended warranty to be valid.
  - 1. Projects covered by warranty extension include:
    - a. No projects identified at this time.
- F. Rate Schedule Discount – A 5.0% discount on In Control's current Rate Schedule for all engineering service calls.
- ~~G. Scheduled Service Hour Block – Block of 0 hours must be used within one calendar year.~~
- H. Equipment – Required equipment upgrades and replacements will be identified to customer. If not covered under warranty and if approved, equipment will be replaced and billed separately. Cost of replacement or upgrade is not included in Plan cost.
- I. Agreement Duration & Invoicing – One calendar year from the date of execution, automatically renewed each year. Invoicing will be due Net 30 and submitted on a quarterly basis at the beginning of the coverage period.

# Proposal Summary

**Automation & Cybersecurity Service Plan** (Includes all Main Facility and Remote Site Control Panel maintenance and extended warranty coverage)

The below pricing for the items above excludes sales and use taxes. Freight is included, FOB shipping point.

Item 1 – Cybersecurity Defense – Firewall Hardware Configuration \$ 0.00 (one time cost)

Item 2 - Automation & Cybersecurity Service Plan \$ 7,021.00 (annual cost)  
(Includes service and extended warranty coverage for all sites)

Total cost of the Plan is \$ 7,021.00 and can be invoiced quarterly at \$ 1,755.25.

Our proposal specifically excludes the following:

- Field installation of equipment.
- Any equipment or services that are not defined in the scope of work detailed in this proposal.
- Installation of software revision upgrades and related migration of applications and testing.

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

**Cade Beeton**

Technical Sales Engineer

Mobile: 406.661.4795

Office: 763.783.9500

E-Mail: cade.beeton@incontrol.net

**ACCEPTANCE:** To accept this proposal please return a signed copy with purchase order. Thank you!

**Signature:** \_\_\_\_\_

**Purchase Order:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Proposal Number: QP24040201-01**



## Service Plan Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") executing the Automation Service Plan agreement ("Agreement") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Agreement will be in writing within 30 days of receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Agreement will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Agreement shall be made in writing with 14 days notice. If Purchaser terminates this Agreement at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Agreement, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Agreement.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. In Control's standard warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. This Agreement extends those warranty periods an additional twelve (12) months for all controls engineering services provided thirty days prior to the date of execution of the Agreement. This warranty extension remains valid only if this Agreement remains in place. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **ESCALATION** – This Agreement is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Agreement, unable to complete the work at the present prices and wages, then the Agreement sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
9. **PAYMENT TERMS** - The payment terms are due thirty (30) days after an invoice is sent. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur, In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
10. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
11. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.



**MEMORANDUM OF UNDERSTANDING**  
**STEERING COMMITTEE AGREEMENT FOR PILOT COMMUNITY TOURISM GRANT**

This Memorandum of Understanding (“MOU”) for the purposes of a Pilot Community Tourism Grant provided by the Office of Tourism, Montana Department of Commerce, is entered into this 4/16/2024 by and between the following parties:

A. Lead Organization / Fiscal Agent:

City of Hardin  
406 N Cheyenne Ave  
Hardin, MT 59034  
Joe Purcell  
Mayor  
hardinmayor@hardinmt.com  
406-665-9290 or 406-665-9293

B. Steering Committee Members [minimum requirement per Pilot Community is 8 members with 12 members maximum]:

1. Joe Purcell, City of Hardin, Mayor, 406-665-9290, hardinmayor@hardinmt.com
2. Tina Toyne, Big Horn County/ City of Hardin, Economic Development Director, 406-638-1136, ttoyne@bighorncountymt.gov
3. Larry Vandersloot, Big Horn County, Commissioner, 406-629-0018, lvandersloot@bighorncountymt.gov
4. Katie Steele, Local business owner and advocate Fort Smith MT, 406-629-0811, keiring@hotmail.com
5. Gayle Lammers, Lammers Trading, State Representative, 406-679-0020, gayle0606@hotmail.com
6. Michael Hurff, City of Hardin, Public Works Director, 406-665-9260, publicworks@hardinmt.com
7. Rhonda Lehr, Treasure Market and Chamber of Commerce member, 406-679-0695, rslehr2002@yahoo.com
8. Andrew Lehr, City of Hardin, Finance Officer/ City Clerk, 406-665-9293, cityfinance@hardinmt.com

**WHEREAS City of Hardin** has submitted a Letter of Intent for a Pilot Community Tourism Grant by the Office of Tourism, Montana Department of Commerce, and it is in the best interest of all parties to establish a Steering Committee to oversee the implementation of the grant.

**NOW, THEREFORE,** the parties agree as follows:

---

[Date]

1



1. Purpose of the Steering Committee: The Steering Committee is established to provide guidance, oversight, and strategic direction for the successful implementation of a Pilot Community Tourism Grant provided by the Office of Tourism, Montana Department of Commerce.
2. Roles and Responsibilities:
  1. City of Hardin:
    - Overall coordination and management of the grant.
    - Financial oversight and reporting.
    - Coordination of meetings and communication.
  2. Steering Committee Members:
    - Active participation in Steering Committee meetings.
    - Review and approval of project plans, budgets, and major decisions.
    - Contribution of expertise and guidance based on individual areas of specialization.
  3. Steering Committee Meetings: The Steering Committee will meet monthly to discuss project progress, challenges, and strategic decisions. Meetings will be held in person at the City of Hardin Council Chambers.
  4. Decision-Making: Decisions will be made by consensus. In the event consensus cannot be reached, City of Hardin will have the final decision-making authority.
  5. Reporting: City of Hardin will provide regular updates and reports to the Steering Committee on project progress, financial status, and any issues requiring attention.
  6. Amendments: This MOU may be amended by mutual written agreement of the parties. Amendments must be provided to the Office of Tourism, Montana Department of Commerce.
  7. Duration: This MOU shall commence on 4/16/2024 and continue until the completion of the Pilot Community Tourism Grant Program for the community if selected.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

<u>Joe Purcell</u> <u>City of Hardin</u> <u>Mayor</u>	<u>04/16/2024</u>
<u>Tina Toyne</u> <u>Big Horn County &amp; City of Hardin</u> <u>Economic Development Director</u>	<u>04/16/2024</u>
<u>Larry Vandersloot</u> <u>Big Horn County</u> <u>Commissioner</u>	<u>04/16/2024</u>
<u>Katie Steele</u> <u>Fort Smith</u> <u>Tourism related business owner</u>	<u>04/16/2024</u>
<u>Gayle Lammers</u> <u>Lammers Trading</u> <u>Retail business owner and advocate of the community</u>	<u>04/16/2024</u>
<u>Michael Hurff</u> <u>City of Hardin</u> <u>Public Works Director</u>	<u>04/16/2024</u>
<u>Rhonda Lehr</u> <u>Treasure Market</u> <u>Business owner and member of Chamber of Commerce</u>	<u>04/16/2024</u>
<u>Andrew Lehr</u> <u>City of Hardin</u> <u>Finance Officer/ City Clerk</u>	<u>04/16/2024</u>

MAYOR  
Joe Purcell

POLICE CHIEF  
Paul M. George Jr.

*The City of*  
**HARDIN**  
*Montana*

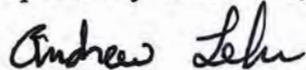
PUBLIC WORKS DIRECTOR  
Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK  
Andrew Lehr

The following have checks that have not been redeemed. Please inquire at City Hall for Procedures to have a check reissued. If no response is received by May 13, 2024 they will be submitted to the State of Montana as Unclaimed Property.

BRANDON J ROEHL	38.48	JON ILLE	100.00
BRIANNA STEWART	48.90	LANIE BLACK EAGLE	12.00
CALVIN HERRERA	32.61	LINCO FOOD INC	100.00
CARISSA PRETTY ON TOP	2.06	MATTHEW MEANS	12.00
CARL ALDEN	7.00	MYERS BRIEN JR	7.53
CEDRIC & AUDREY BLACKEAGLE	8.33	NAZHONI COWBOY	13.80
CHARITY TILLMAN	5.23	RACHEL JAMES	25.00
CHERYL L WAUBEN	100.00	ROBERT HERT	4.35
DEBBIE WINBURN	18.30	SHAWNA ZIMMERMAN	15.00
H & R BLOCK	50.00	TALIA TREVINO	33.57
JACKIE GARNER	39.46	YVONNE KATHERINE VEACH	32.20
JOELLE LINK	25.00		

Respectfully submitted,



Andrew Lehr, Finance Officer / City Clerk



**RESOLUTION NO. 2365**

**A RESOLUTION OF THE CITY OF HARDIN, MONTANA AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE MONTANA DEPARTMENT OF COMMERCE PILOT COMMUNITY TOURISM GRANT PROGRAM**

WHEREAS, the City of Hardin desires to apply for the Montana Department of Commerce Pilot Community Tourism Grant Program, to help build tourism appeal and visitation 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 Montana Department of Commerce for the Pilot Community Tourism Grant Program.

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 Pilot Community Tourism Grant Application and all other requirements.

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

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

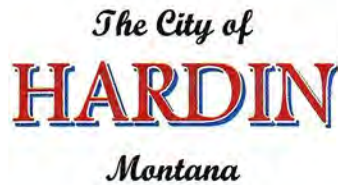
NAY VOTES \_\_\_\_\_

CITY OF HARDIN

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

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

MAYOR  
Joe Purcell  
  
POLICE CHIEF  
Paul M. George Jr.



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

## **PUBLIC NOTICES**

### **NOTICE TO DESTROY**

(9-2-3) All owners of real property agents having control thereof are responsible for destroying all weeds in prohibited areas by extermination, removal or cutting no later than April 30<sup>th</sup> of each year and to keep the areas free of weeds through November 30<sup>th</sup> of that year. Failure to remove the offending weeds may cause the City to remove the weeds and charge the cost thereof against the real property, together with administrative costs equal to twenty-five percent (25%) of the removal costs and a penalty of twenty-five dollars (\$25.00) for each time the City provides the removal. Failure to pay this charge within thirty (30) days of billing shall constitute a lien on the property and will be placed on the tax rolls as a special assessment.

By Order of the Hardin City Council

### **Reminder of Duty to Remove Weeds in Alley**

(9-2-2) A. Removal: It shall be the duty of every owner (occupant) of real property within the city to cut, destroy and remove, or cause to be cut, destroyed and removed, all weeds in excess of twelve inches (12") in height growing thereon and upon one-half ( $\frac{1}{2}$ ) of any road, street or alley abutting this property to a height of four inches (4") or less.

Alley weeds will be enforced the same as the Notice to Destroy Weeds (9-2-3).

For more information call City of Hardin's Code Enforcement Officer  
Joe Connelly at 665-9284.