



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

**Committee Meeting
AGENDA**

May 19, 2026

Council Chambers
401 N. Cheyenne

PUBLIC COMMENT:

- Sewer and Water Committee Meeting
 - Water Rate Structure

6:00 p.m.

Meeting adjourned at _____ P.M.

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

Water & Wastewater Rates Analysis Model

Inputs: Rates, Accounts, Water Use

Complete the green cells with white letters

White

Utility: Water Utility City of Hardin
 Date prepared: 5/11/2026
 Prepared by: Andrew Lehr
 Notes:

Quick View
 With the 'New' rates you selected, the model is projecting that the net revenue in FY2027 will be: **NEGATIVE \$64,771**
 and the end-of-year fund balance will be **AT OR ABOVE** the minimum target

Cubic feet to gallons converter	
500	cubic feet
=	
3,740	gallons
\$/ccf to \$/1,000 gallons converter	
\$2.91	/ccf
=	
\$3.89	/1,000 gallon

Step 1

Input the year below and input up to 12 rate structures (e.g. water, wastewater, residential, commercial, inside, outside, etc.) in the dark green cells. Input existing rates in the first column and the [new] rates in the next five years.

Step 2

Input customer water use that was charged volumetric rates in the dark green cells corresponding to all rate structures in analysis.

Rate Structure(s)	Fiscal Year:	Fiscal Year						
		2026	FY2027	FY2028	FY2029	FY2030	FY2031	
		Existing	New					
Rate Structure 1:	.75" meter							
Monthly Base Charge:		\$22.00	\$22.50	\$23.25	\$23.25	\$23.25	\$23.25	
Consumption allowance included with the base charge (gallons/month):		3,000	3,000	3,000	3,000	3,000	3,000	
<i>Block Start:</i>	<i>Block End:</i>							
Block rate 1 (\$/1,000 gal)	3,000 gal/mo	50,000 gal/mo	\$2.75	\$3.00	\$3.15	\$3.25	\$3.40	\$3.50
Block rate 2 (\$/1,000 gal)	50,001 gal/mo	100,000 gal/mo	\$2.75	\$3.25	\$3.40	\$3.50	\$3.60	\$3.70
Block rate 3 (\$/1,000 gal)	- gal/mo							
Block rate 4 (\$/1,000 gal)	- gal/mo							
Block rate 5 (\$/1,000 gal)	- gal/mo							
Block rate 6 (\$/1,000 gal)	- gal/mo							
Block rate 7 (\$/1,000 gal)	- gal/mo							
Block rate 8 (\$/1,000 gal)	- gal/mo							
Block rate 9 (\$/1,000 gal)	- gal/mo							
Final block rate (\$/1,000 gal)	100,001 gal/mo and beyond		\$2.75	\$3.25	\$3.25	\$3.25	\$3.25	\$3.25
Rate Structure 2:	1" Meter							
Monthly Base Charge:		FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
Consumption allowance included with the base charge (gallons/month):		\$36.31	\$27.14	\$38.37	\$38.37	\$38.37	\$38.37	
		3,000	3,000	3,000	3,000	3,000	3,000	
<i>Block Start:</i>	<i>Block End:</i>							
Block rate 1 (\$/1,000 gal)	3,000 gal/mo	50,000 gal/mo	\$2.75	\$3.64	\$3.75	\$4.00	\$4.00	\$4.25
Block rate 2 (\$/1,000 gal)	50,001 gal/mo	100,000 gal/mo	\$2.75	\$4.00	\$4.00	\$4.25	\$4.50	\$4.75
Block rate 3 (\$/1,000 gal)	- gal/mo							
Block rate 4 (\$/1,000 gal)	- gal/mo							
Block rate 5 (\$/1,000 gal)	- gal/mo							
Block rate 6 (\$/1,000 gal)	- gal/mo							
Block rate 7 (\$/1,000 gal)	- gal/mo							
Block rate 8 (\$/1,000 gal)	- gal/mo							
Block rate 9 (\$/1,000 gal)	- gal/mo							
Final block rate (\$/1,000 gal)	100,001 gal/mo and beyond		\$2.75	\$4.00	\$4.00	\$4.25	\$4.50	\$4.75

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Monthly Consumption that was Charged Volumetric Rates All Volume Above Consumption Allowance in FY2026, by Blocks		
See example of how to determine volumes by blocks		
.75" meter		
	Gallons/month in FY2026	
Block 1 sales	3,134,434	Excluding consumption allowance
Block 2 sales	-	
Final block sales	-	
Total above allowance:	3,134,434	
1" Meter		
	Gallons/month in FY2026	
Block 1 sales	1,428,605	Excluding consumption allowance
Block 2 sales	-	
Final block sales	-	
Total above allowance:	1,428,605	

Rate Structure 3: 1.5" Meter

			FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Monthly Base Charge:			\$44.31	\$45.32	\$46.83	\$46.83	\$46.83	\$46.83
Consumption allowance included with the base charge (gallons/month):			3,000	3,000	3,000	3,000	3,000	3,000
	<i>Block Start:</i>	<i>Block End:</i>						
Block rate 1 (\$/1,000 gal)	3,000 gal/mo	50,000 gal/mo	\$2.75	\$4.14	\$4.25	\$4.50	\$4.50	\$4.75
Block rate 2 (\$/1,000 gal)	50,001 gal/mo	100,000 gal/mo	\$2.75	\$4.25	\$4.50	\$4.50	\$4.50	\$4.50
Block rate 3 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 4 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 5 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 6 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 7 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 8 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 9 (\$/1,000 gal)	- gal/mo	- gal/mo						
Final block rate (\$/1,000 gal)	100,001 gal/mo	and beyond	\$2.75	\$4.25	\$4.50	\$4.50	\$4.50	\$4.50

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Rate Structure 4: 2.0" Meter

			FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Monthly Base Charge:			\$62.96	\$64.39	\$66.54	\$66.54	\$68.54	\$68.54
Consumption allowance included with the base charge (gallons/month):			3,000	3,000	3,000	3,000	3,000	3,000
	<i>Block Start:</i>	<i>Block End:</i>						
Block rate 1 (\$/1,000 gal)	3,000 gal/mo	50,000 gal/mo	\$2.75	\$5.35	\$5.50	\$5.50	\$6.00	\$6.00
Block rate 2 (\$/1,000 gal)	50,001 gal/mo	100,000 gal/mo	\$2.75	\$5.50	\$5.75	\$5.75	\$6.25	\$6.25
Block rate 3 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 4 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 5 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 6 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 7 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 8 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 9 (\$/1,000 gal)	- gal/mo	- gal/mo						
Final block rate (\$/1,000 gal)	100,001 gal/mo	and beyond	\$2.75	\$5.50	\$5.75	\$5.75	\$6.25	\$6.25

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Rate Structure 5: 3.0" Meter

			FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Monthly Base Charge:			\$90.66	\$92.72	\$95.81	\$95.81	\$95.81	\$95.81
Consumption allowance included with the base charge (gallons/month):			3,000	3,000	3,000	3,000	3,000	3,000
	<i>Block Start:</i>	<i>Block End:</i>						
Block rate 1 (\$/1,000 gal)	3,000 gal/mo	50,000 gal/mo	\$2.75	\$5.75	\$5.90	\$6.05	\$6.20	\$6.35
Block rate 2 (\$/1,000 gal)	50,001 gal/mo	100,000 gal/mo	\$2.75	\$5.90	\$6.05	\$6.20	\$6.35	\$6.50
Block rate 3 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 4 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 5 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 6 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 7 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 8 (\$/1,000 gal)	- gal/mo	- gal/mo						
Block rate 9 (\$/1,000 gal)	- gal/mo	- gal/mo						
Final block rate (\$/1,000 gal)	100,001 gal/mo	and beyond	\$2.75	\$7.00	\$7.10	\$7.20	\$7.30	\$7.40

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1.5" Meter

	Gallons/month in FY2026	
Block 1 sales	462,562	Excluding consumption allowance
Block 2 sales	-	
Final block sales	-	
Total above allowance:	462,562	

2.0" Meter

	Gallons/month in FY2026	
Block 1 sales	2,091,410	Excluding consumption allowance
Block 2 sales	-	
Final block sales	-	
Total above allowance:	2,091,410	

3.0" Meter

	Gallons/month in FY2026	
Block 1 sales	332,917	Excluding consumption allowance
Block 2 sales	354,167	
Final block sales	687,084	
Total above allowance:	776,689	

Rate Structure 6:		4.0" Meter		FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Monthly Base Charge:				\$94.76	\$96.91	\$100.14	\$100.14	\$100.14	\$100.14
Consumption allowance included with the base charge (gallons/month):				3,000	3,000	3,000	3,000	3,000	3,000
	<i>Block Start:</i>	<i>Block End:</i>							
Block rate 1 (\$/1,000 gal)	3,000 gal/mo	50,000 gal/mo	gal/mo	\$2.75	\$6.25	\$6.40	\$6.55	\$6.70	\$6.85
Block rate 2 (\$/1,000 gal)	50,001 gal/mo	100,000 gal/mo	gal/mo	\$2.75	\$6.40	\$6.55	\$6.70	\$6.85	\$7.00
Block rate 3 (\$/1,000 gal)	-		gal/mo						
Block rate 4 (\$/1,000 gal)	-		gal/mo						
Block rate 5 (\$/1,000 gal)	-		gal/mo						
Block rate 6 (\$/1,000 gal)	-		gal/mo						
Block rate 7 (\$/1,000 gal)	-		gal/mo						
Block rate 8 (\$/1,000 gal)	-		gal/mo						
Block rate 9 (\$/1,000 gal)	-		gal/mo						
Final block rate (\$/1,000 gal)	100,001 gal/mo	and beyond	gal/mo	\$2.75	\$6.80	\$6.95	\$7.10	\$7.25	\$7.40

Rate Structure 7:		6.0" Meter		FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Monthly Base Charge:				\$112.72	\$115.28	\$119.12	\$119.12	\$119.12	\$119.12
Consumption allowance included with the base charge (gallons/month):				3,000	3,000	3,000	3,000	3,000	3,000
	<i>Block Start:</i>	<i>Block End:</i>							
Block rate 1 (\$/1,000 gal)	3,000 gal/mo	50,000 gal/mo	gal/mo	\$2.75	\$8.00	\$8.15	\$8.30	\$8.45	\$8.60
Block rate 2 (\$/1,000 gal)	50,001 gal/mo	100,000 gal/mo	gal/mo	\$2.75	\$8.15	\$8.30	\$8.45	\$8.60	\$8.75
Block rate 3 (\$/1,000 gal)	-		gal/mo						
Block rate 4 (\$/1,000 gal)	-		gal/mo						
Block rate 5 (\$/1,000 gal)	-		gal/mo						
Block rate 6 (\$/1,000 gal)	-		gal/mo						
Block rate 7 (\$/1,000 gal)	-		gal/mo						
Block rate 8 (\$/1,000 gal)	-		gal/mo						
Block rate 9 (\$/1,000 gal)	-		gal/mo						
Final block rate (\$/1,000 gal)	100,001 gal/mo	and beyond	gal/mo	\$2.75	\$8.50	\$9.50	\$10.00	\$10.00	\$10.50

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4.0" Meter		Gallons/month in FY2026	
Block 1 sales		195,833	Excluding consumption allowance
Block 2 sales		208,333	
Final block sales		905,896	
Total above allowance:		1,310,062	

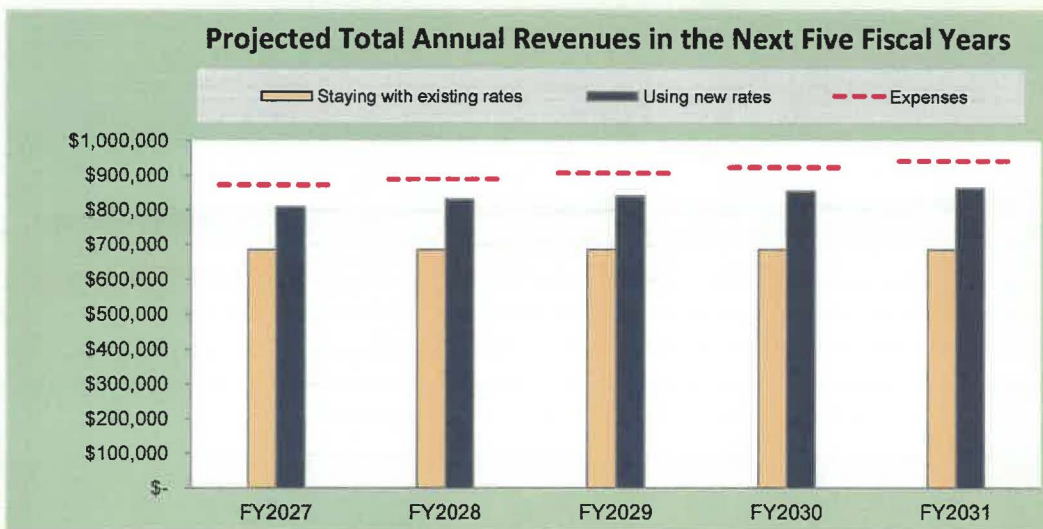
6.0" Meter		Gallons/month in FY2026	
Block 1 sales		-	Excluding consumption allowance
Block 2 sales		-	
Final block sales		-	
Total above allowance:		-	

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Water & Wastewater Rates Analysis Model

Projected Finances Under New and Existing Rates in the Next Five Fiscal Years (2027-2031)

What difference will the new rates make in the next five years?
Will they be enough to pay for the expenses?



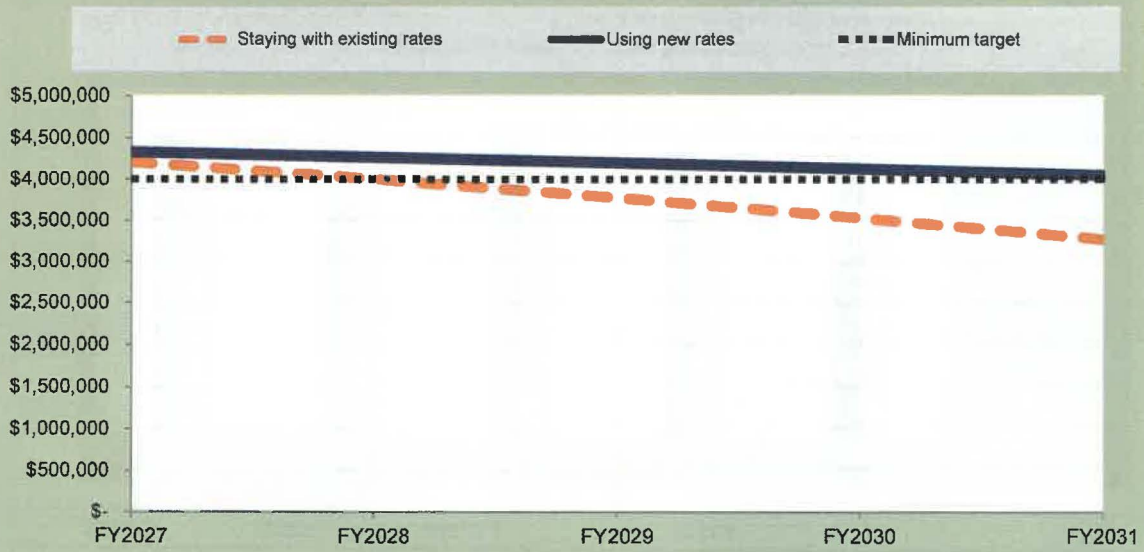
	FY2027	FY2028	FY2029	FY2030	FY2031
Net revenues without changing rates (existing rates)	-\$188,321	-\$205,088	-\$222,190	-\$239,635	-\$257,428
Net revenues after changing rates (new rates)	-\$64,771	-\$59,074	-\$67,201	-\$69,892	-\$78,862
Net Revenues Gained (Lost) Using the New Rates	\$123,550	\$146,015	\$154,989	\$169,742	\$178,566

For revenue-neutral rates, adjust "new rates" in Data Input 1 until the Net Revenues Gained (Lost) are close to \$0

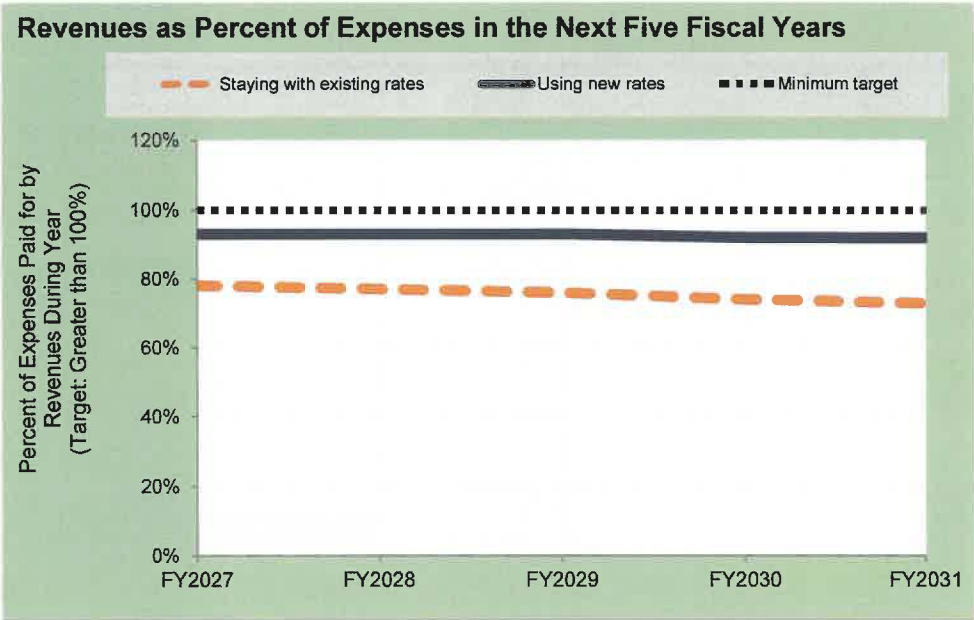
This tool is designed to assist utilities in projecting the fund balance impacts of a change to their water and / or wastewater rates from changes in rates in any of the next five years. However, use of this tool by itself is not a substitute for a more detailed rates study, which should occur at least annually. Do not rely on analysis conducted more than one year ago. Update this tool and conduct a more thorough cost and revenue analysis every year.

*Will the existing rates or new rates ensure that our fund balance remains above our minimum target?
Will we be depleting, maintaining, or building up our fund balance if we stay with the existing rates or if we change our rates?*

Projected End-of-Year Fund Balance in the Next Five Fiscal Years



Will the existing rates or new rates generate enough revenues each year to pay for all expenses of that year (or will we dip into our reserves)?



Projection of different types of bills with this structure

	Current Base	Current overage charge	Total Current Bill	New Base	New 3K to 50K	New 50k to 100K	Over 100K	New Bill Total	Increase
Customer with .75" meter - used 17,500 gallons in a mont	22.00	39.88	61.88	22.50	43.50	-	-	66.00	6.67%
Customer with 2" Meter - used 31,000 gallons in a month	62.96	77.00	139.96	64.39	128.80	-	-	193.19	38.03%
Customer with 4" Meter - used 180,000 gallons in a month	94.76	486.75	581.51	96.91	293.75	320.00	544.00	1,254.66	115.76%

Water pumped per month on average 11,636,358
 Average cost per month based on FY26 projection 73,184.00
 Average cost per month per gallon pumped \$ 0.0063

Cost per 17,500 gallons based on FY26 projected expenses \$ 110.06

Cost per 31,000 gallons based on FY26 projected expenses \$ 194.97

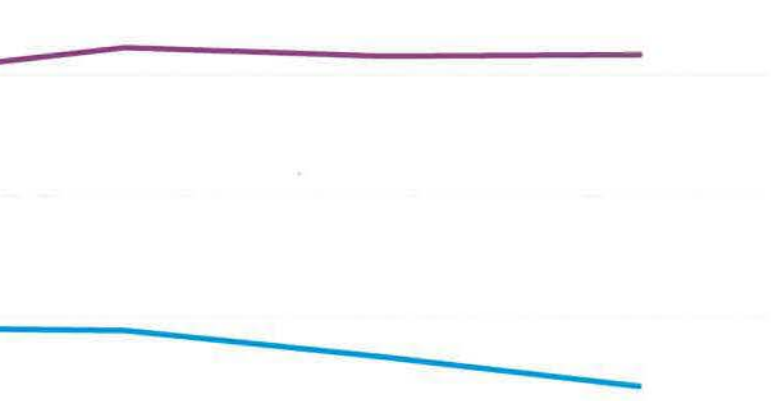
Cost per 180,000 gallons based on FY26 projected expenses \$ 1,132.07

Financial Summary (FY20-FY25)

4,250,000.00
3,250,000.00
2,250,000.00
1,250,000.00
250,000.00
(750,000.00)



Charges for Services Operating & Maintenance Cost Net Operating Income Cash position Net Position One time revenue



RESOLUTION NO. 2403

RESOLUTION OF THE CITY OF HARDIN, MONTANA TO INCREASE RATES AND CHARGES FOR THE USERS OF THE WATER SYSTEM

WHEREAS, the City of Hardin, Montana (the "City") water system (the "System") is in need of additional revenue to cover expenses of operating;

WHEREAS, it is necessary to increase the rates and charges for the services provided by the System in order to collect sufficient revenues to pay the necessary expenses incurred in the operation and maintenance of the System;

WHEREAS, a public hearing was held on May 6, 2025 at 6:00 p.m. at the City Council Chambers, 401 Cheyenne Avenue, Hardin, Montana, for the purpose of hearing comments from the public on the rate increase regarding the System; and

WHEREAS, all persons appearing were given an opportunity to speak at the public hearing and based on comments received at the May 6, 2025 public hearing the City proposes to increase the water rates as shown in Section 2 below.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the "Council") of the City as follows:

1. Existing Monthly Rate Charge. The City currently imposes a monthly rate charge on all connections to the System (the "Monthly Rate Charge"). The costs of the System covered by the Monthly Rate Charge are the amount necessary to pay the costs of operating and maintaining the Systems, to pay principal of and interest on any outstanding debt of the System, if any, and to establish and maintain any reserves. The current Monthly Rate Charge for the Systems is as shown on Exhibit 1 attached hereto and incorporated by reference as if fully set forth in this Resolution.
2. Fixing of Water System Base Rate Charge. Effective as of the June 2025 billings cycle, the Monthly Rate Charge for the System shall be raised to the amounts set forth in Exhibit 1 attached hereto and incorporated by reference as if fully set forth in this Resolution.
3. Late Fees and Penalties. Late Fees and penalties collected shall be distributed to the Water Fund.
4. Reconnect Fees. Any time a service needs to be reconnected, there will be a \$50.00 fee.
5. The Council further resolves that the 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, and in accordance with state and local laws

This resolution shall be immediately filed with the City Clerk and shall become effective upon the date in Section 2, above.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this 6th day of May, 2025.

YEA VOTES 5

NAY VOTES 1

CITY OF HARDIN

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk

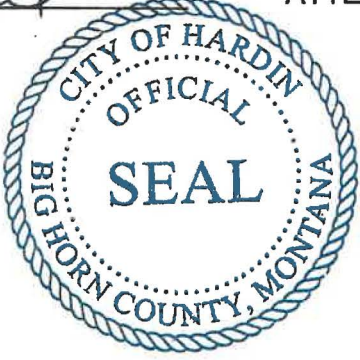


Exhibit 1

CITY OF HARDIN
Water and Sewer Systems 2024-2025

Service Type	Rate Code Description	Proposed Monthly Rate	Rate Over minimum	Minimum amount
SEWER	RESIDENTIAL	83.00	0.0000	
SEWER	COMMERCIAL	83.00	6.0000	7200 gallons
SEWER	SUMP PUMP	12.00		
WATER	3/4" METER	22.00	2.7500	3000 gallons
WATER	1.0" METER	36.31	2.7500	3000 gallons
WATER	1 1/2 " METER	44.31	2.7500	3000 gallons
WATER	2" METER	62.96	2.7500	3000 gallons
WATER	3" METER	90.66	2.7500	3000 gallons
WATER	4" METER	94.76	2.7500	3000 gallons
WATER	6" METER	112.72	2.7500	3000 gallons
WATER	H1 (Hydrants)	0.80	-	each
WATER	Bulk Water - price per 1000 gallons	10.00		

Late fee 10.00 for Water and Sewer
 Penalty 1.5% for Water and Sewer
 Reconnect fee ALL accounts \$50.00

Water and Sewer Systems 2023-2024

Service Type	Rate Code Description	Current Monthly Rate	Rate Over minimum	Minimum amount
SEWER	RESIDENTIAL	44.67	0.0000	
SEWER	COMMERCIAL	44.67	3.8544	7200 gallons
SEWER	SUMP PUMP	6.80		
WATER	3/4" METER	20.33	2.6932	3000 gallons
WATER	1.0" METER	33.55	2.6932	3000 gallons
WATER	1 1/2 " METER	40.95	2.6932	3000 gallons
WATER	2" METER	58.18	2.6932	3000 gallons
WATER	3" METER	83.78	2.6932	3000 gallons
WATER	4" METER	87.57	2.6932	3000 gallons
WATER	6" METER	104.16	2.6932	3000 gallons
WATER	H1 (Hydrants)	0.80	-	each
WATER	Bulk Water - price per 1000 gallons	8.00		

Late fee 10.00 for Water and Sewer
 Penalty 1.5% for Water and Sewer
 Reconnect fee ALL accounts \$50.00

AGENDA

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

May 19, 2026

AUDIO RECORDING BEGINS

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

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor: _____

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

CONSENT AGENDA:

Council Meeting 05/05/2026 **Claims**

PUBLIC COMMENT (agenda items only):

MAYOR:

COMMITTEE REPORTS:

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

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

- Montana Department of Transportation - Newsline Newsletter
- MDT - Draft Statewide Transportation Improvement Program
- Crow Tribe Executive Branch Letter

UNFINISHED BUSINESS: N/A

NEW BUSINESS:

- Friends of The Depot Little Bighorn Days Requests: Street Closure, portable restrooms, electricity
- Cushing Terrell – Visitor’s Center
- Cody Meeks – Request to update Cannabis Ordinance
- Timekeeping System - Time Clock Plus or BambooHR
- State Revolving Fund (SRF) A&B Loan
- 2026 – Rural Development (RD) Bond Anticipation Loan
- Health Insurance Quotes
- Appointment of Special Deputy City Attorney

STAFF REPORTS

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

RESOLUTIONS & ORDINANCES:

Resolution NO. 2435 - State Revolving Fund (SRF) A&B Loan 2026
Resolution NO. 2436 - Rural Development (RD) Bond Anticipation Loan 2026
Resolution NO. 2437 - To Appoint A Special Deputy City Attorney

PUBLIC COMMENT:

ANNOUNCEMENTS:

HVFD Pancake Breakfast – Sunday, June 7, 2026 8:00 a.m. – 1204 N. Custer Avenue – Hardin Fire Hall
South Park Grand Opening Celebration – Saturday, June 20, 2026 3:00 p.m. – 5:00 p.m.
YES Coalition Sponsorship – South Park Celebration

City of Hardin Job Openings: Full-time positions: Police Chief, Maintenance Worker I, Water Distribution Operator in Training I, and Temporary Seasonal Employees. Part-time position City Court Clerk I – III

Meeting adjourned at _____ P.M.

AUDIO RECORDING ENDS

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

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

COUNCIL MEETING: The Regular Council Meeting for May 5, 2026 was called to order at 6:30 p.m. with Mayor Riley Ramsey presiding by reciting the Pledge of Allegiance.

The following Aldermen were present: Steven Hopes, George Toyne, Clayton Greer, Chris Sharpe, and Antonio Espinoza. Jeremy Krebs was excused and later joined the meeting at 8:15 p.m.

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

Also present: Several Members of the Public

MINUTES OF THE PREVIOUS MEETINGS & CLAIMS: Greer motioned to approve the Council Meeting of April 21, 2026 as written. Motion seconded by Hopes. On a voice vote the motion was unanimously approved. Toyne noted on page two there is a grammar error, strike the words “for a”. Greer amended his motion to make the correction. On a voice vote the motion was unanimously approved. Greer motioned to approve the Law Enforcement meeting of April 21, 2026 as written. Motion seconded by Sharpe. On a voice vote the motion was unanimously approved.

Greer made a motion to approve the claims for May 5, 2026.

	CLAIM No.	Monthly Total
February, 2026	33746	\$ 15.00
April, 2026	33679, 33700-33711, 33714-33721, 33723-33745,33748-33749	538,212.07
May, 2026	33680-33699, 33712, 33747	<u>2,390.46</u>
Claims Total (Expenditures)		\$ 540,617.53
April 2026		<u>258,225.45</u>
TOTAL Submitted		\$ 798,842.98

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

PUBLIC COMMENT: N/A

MAYOR:

Mayor Ramsey reported there have been interviews for the Chief of Police Position.

COMMITTEE REPORTS:

Personnel Policy/City Policy:

Sewer & Water:

Hopes reported there was a construction inspection at the Wastewater Treatment Plant; the project is going well.

Streets & Alleys:

Law Enforcement:

Parks & Playgrounds:

Finance/Landfill:

Resolutions & Ordinances:

Economic Development:

Toyne reported the City Economic Development Director, Tina Toyne, attended the Visit Southeast Montana Board and Executive Board meetings in Miles City and by Zoom, she attended the Montana Main Street Conference in Glasgow, MT; she has been having discussions with the

state about the Industrial Park; and today she attended a webinar with the International Rural Economic Development, bringing together practitioners working in rural regions and small communities.

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

Mayor Ramsey reported the Annual Drinking Water Report is available.

UNFINISHED BUSINESS:

Tammy Devers, resident and representative of the Community Cat Coalition (CCC), introduced Riley Bailey, Head of Veterinary Services, with Yellowstone Valley Animal Shelter (YVAS) located in Billings, MT. Devers reported the CCC is a new organization of experienced rescuers already working in this community. They are offering to do work with the City. Trap, Neuter, and Return (TNR) She reviewed the benefits of TNR noting removal of the cats does not solve it; it will create a vacuum effect. They have been fundraising and committing their own resources. Devers noted what they are asking from the City is a partnership of direct funds towards the TNR program and lift the feeding ban so they can do this work effectively; solve it with a way that works. There has always been money in the City budget for cats. They are offering to reduce complaints over time; they are not asking the City to give them money. They are asking for the City to be responsible for so much and for the money to be paid directly to Animal Care Center. Bailey noted YVAS is a non-profit. One of the programs they have is a TNR program. She reviewed how the program works; it will help the most in the long term. The solution is to stop the breeding cycle. YVAS is willing to offer the services to the City of Hardin for free. It will require collaboration with the City and CCC. Bailey reported there are multiple organizations across the state from other shelters and rescues along with other nationwide organizations that are willing to advise and help staff the effort; TNR is proven to help stabilize the population. Through the TNR program all cats will receive spay and neuter services, vaccinations for rabies and distemper, and ear notch. She provided information on why the cats are returned to their location after treatment. There was further discussion about short term solutions; ie. natural deterrents that can be implemented around homes and yards. Devers noted they are asking for the people that are feeding them to be able to continue to feed them. Knudsen asked Bailey a few questions that included information about their relationship with the City of Billings and if they practice euthanasia. She noted their life release rate is ninety-seven percent; euthanasia is only used for severe medical issues or severe behavioral issues. There is a veterinarian on staff and there are several staff members that are certified euthanasia technicians. Knudsen asked what would the assistance be from YVAS in the process. Bailey noted the shelter is offering veterinary services to come in, offer their staff, and have spoken with other shelters across the state that are willing to staff a clinic to help address issues in a high-quality high-volume manner; free of charge. Bailey noted they strongly believe in TNR as a solution to the problem. They are able to offer the services to kickstart the management issue and help with the CCC to develop a long-term plan. Knudsen asked Bailey if YVAS City of Billings has a contract with them for TNR or something they do separate. Bailey responded it is something they do separate. Knudsen asked if YVAS had a General Liability Policy covering them and are they willing to indemnify the City of Hardin in the event there is any claim from any third party; providing examples. Bailey noted yes. Knudsen asked Devers about the CCC and what the names are of the three rescues that are a part of the CCC. Devers noted they are Hamster Boy and Tiger Lilly, Help Every Pet of Hardin, and Freckles and Tomcat. There was further discussion about concerns and the program. Jose Funke voiced to use the resource. Loretta Barnes reported HEP has helped fix, take care of, and have adopted over a hundred cats in nine months. Corrina Kirschenmann-Kuntz noted the Animal Control should come back to the City; the Police Department should not have Animal Control.

Dr. Hunter Dauck, HD Veterinary Services, noted he will do his best to help where he can. He can put in a bid to help the City with services. He is busy in the fall with large animals; he can help the other nine months out of the year.

Mayor Ramsey asked Council if they would like to leave the K-9 doghouse sitting or put it up for auction. It was noted the City paid for the doghouse. Upon discussion of how it can be used by the City, the consensus of Council is to keep the dog house for now.

NEW BUSINESS:

Lehr reported the City went out to bid for Employee Health Insurance, a Request for Proposals. Two agents submitted proposals; they would find the best carrier every year that can

provide the best benefits for the City. His recommendation is to move forward with HUB International, an Agent of Record; they were the most proactive. Lehr noted he is looking to have the actual plans and carrier information soon. Greer motioned to accept the recommendation made by Lehr to go with HUB International as Agent of Record. Sharpe seconded. On a voice vote the motion was unanimously approved.

City Attorney Knudsen reported the Municipal Study Commission Report, from the Local Government Review Study Commission, has concluded to put the proposed language on the ballot to change the City from General Powers Municipality to Self-Governing Municipality with no change to the structure; a Commission-Executive Government. He reviewed the difference between General Powers and Self-Governing Powers. The City would have more flexibility under Self-Governing. Knudsen noted there is no action needed by Council.

Hurff reported he received a quote from Billings Pavement Services, in the amount of \$5,832, to resurface the blacktop for the South Park Project. Greer motioned to approve Billings Pavement Services. Hopes seconded. On a voice vote the motion was unanimously approved.

Toyne motioned to approve Pay Application #10 submitted by Northcon, Inc. in the amount of \$462,011.22 for the Wastewater Treatment Plant Project. Hopes seconded. On a voice vote the motion was unanimously approved.

Lehr reviewed the Cash Pledge Report for the 3rd Quarter of FY 2026. Greer motioned to approve the Cash Pledge Report. Hopes seconded. On a voice vote, the motion was unanimously approved.

STAFF REPORTS:

Public Works:

Hurff reported there was a demo on leak detection equipment held at the City Shop, April 28th; he reviewed how the equipment works noting it detects leaks under the road. The City will research it to see if it will be a good investment for the City. Rural Water owns the equipment; the City may be able to borrow the equipment to test. There was a walk through at the Wastewater Treatment Plant on April 30th. He provided an overview of the Annual Drinking Water Report.

Finance:

Lehr reported the reserve account discussed at the last meeting, Index Savings Account for Cash Reserve, was created and the transfer is complete. He asked Council to consider holding the first Budget Meeting on June 22nd, 23rd, 24th, or 25th with the second round July 7th through the 9th. The City received the 10th request for funding for the Lodge Grass ARPA Project in the amount of \$655,070.66. The City is going with a new website; working to finalize the way it will look. The website will be ADA compliant.

Police:

Interim Police Chief Edward Stafford provided a report on calls for service for the last seven days. He reported the new speed trailer was delivered; one of the usb cords were damaged and will be replaced.

Legal:

Knudsen reported there is a closed session scheduled after the meeting.

Economic Development:

Tina Toyne reported she attended the Montana Economic Development Association Conference in Helena; she provided information from the sessions that were presented by Voices of Montana Tourism, Great Falls Development Alliance, and Big Sky Passenger Rail Authority. Toyne reported she attended the Montana Main Street Conference in Glasgow; adding the City of Hardin has received just over \$1.3 million for projects that include the Visitor Information Center, Wayfinding TravelStorysGPS, and Little Bighorn Days planning.

RESOLUTIONS & ORDINANCES:

Resolution NO. 2432 – Establishing Wages for Hardin Police Interim Chief. Sharpe motioned to approve the resolution. There was discussion about the wage. Hopes seconded. On a voice vote, the motion was unanimously approved.

Resolution NO. 2433 – Appointing a Resident to the Hardin Police Commission. Greer motioned to approve the resolution. Hopes seconded. On a voice vote, the motion was unanimously approved.

Resolution NO. 2434 – Granting Certain City Official Authority to Sign for Bank Accounts. Greer motioned to approve the resolution. Hopes seconded. On a voice vote, the motion was unanimously approved

Toyne asked what the status is from the Vet Board; what the options are other than medications. Knudsen noted they did not provide an actual list. He visited with the attorney that presents and guides the Board of Veterinary Medicine. They do regulate euthanasia by use of controlled substances; one controlled substance and two sedatives. They don't regulate other methods.

PUBLIC COMMENT:

Jose Funke, resident, reported he cares about this community and he wants to see Hardin continue move in a positive direction (Krebs came into the meeting). He voiced his concerns about a previous meeting about the police dog; about when a Police Chief is hired; about tow truck rotation; voiced his rights as a voter; his concerns about the Police Department; and he expressed his concerns about the contract with the school for the School Resource Officer (SRO), hire an additional SRO.

Corrina Kirschenmann-Kuntz noted Big Horn County held meetings on the Big Horn County Growth Policy, she attended the one held in Hardin on Thursday, April 30th, as a member of the City-County Planning Board. She added she was disappointed there was not a member of the City Council in attendance. She noted the Police Commission gets paid \$50.00 and asked if there are other committees that get paid. Knudsen noted the Police Commission payments are mandated by State statute. She noted if the Police Department sends officers to the Academy, they should have to sign contracts. Mayor Ramsey reported the City does have that in place. She asked about the cleaning of the graffiti. Interim Chief Stafford noted they haven't found a volunteer. Kuntz noted in Billings the business owners are responsible for removing the graffiti or they get fined. She asked about a building code inspector, state certified; Mayor Ramsey noted the City has a building inspector. She recommended contracts for tow truck rotation.

Heidi Bara and her son came before Council about the loss of their cat that was attacked by dogs. Her son witnessed it and provided information about the incident.

Anika Risener, Big Horn County Library Director, provided a Summer Guide Book and voiced she is inviting Council to as many collaborative projects over the next four months as possible. She provided information about the Summer Reading Program. She would like to kick-off the program by having a party in South Park on the 10th of June from 10:00 a.m. to 3:00 p.m. and invite the entire community.

ANNOUNCEMENTS:

Mayor Ramsey reported the Notice to Destroy Weeds ordinance is from April 30th to November 30th; Masonic Spaghetti Dinner is scheduled for Wednesday, May 20, 2026 from 4:30 p.m. – 7:00 p.m. at Saints John Lodge #92 (Masonic Hall).

The City of Hardin has the following Job Openings: Full-time positions – Police Chief and Temporary Seasonal and Part-time Court Clerk

Greer motioned to adjourn the meeting. Espinoza seconded. Knudsen noted before the meeting adjourns; there is a CLOSED SESSION - Legal. Greer rescinded his motion. The meeting closed at 8:44 p.m.

The Closed Session began at 8:47 p.m.

Espinoza motioned to adjourn the meeting at 9:31 p.m. Greer seconded. On a voice vote, the motion was unanimously approved.

Riley Ramsey, Mayor

ATTEST:

Andrew Lehr, Finance Officer/City Clerk

City of Hardin

Submitted for Approval

May 19, 2026

Month	CLAIM No.	Monthly Total
March, 2026	33792	\$ 45.00
April, 2026	33750-33751, 33753-33761, 33763-33769, 33771-33776, 33779-33781, 33785-33788, 33790, 33794-33800, 33801, 33804	140,472.59
May, 2026	33752, 33770, 33777-33778, 33791, 33802- 33803, 33805	24,110.63
TOTAL Submitted		\$ 164,628.22

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

Vendor	Purpose	Check #	Amount
FIRST INTERSTATE BANK (MASTERCARD)	Credit Card purchases	-99301	9,122.92
MATOVICH OIL CO.	Diesel, gas, oil, DEF, etc	42687	16,700.18
AQUA-PURE INC	Chemicals - Water Treatment	42673	17,864.00
STAHLY ENGINEERING & ASSOCIATES INC	Engineering Services WWTP Project	42698	28,325.25
<i>Exempt from Resolution 2189</i>			
NORTHWESTERN ENERGY	Electric utilities	42694	20,865.65
<i>Approved Previously at October 7, 2025 Meeting</i>			
ALL TRAFFIC SOLUTIONS	Traffic sign for STEP/SHADE program	-99292	19,424.26

CITY OF HARDIN
Claims Report

For the Accounting Period: March, 2026

Vendor	Claim #	Check	Amount
PAYA SERVICES INC	CL 33792	-99297	45.00

CITY OF HARDIN

Claims Report

For the Accounting Period: April, 2026

Vendor	Claim #	Check	Amount
FIRST INTERSTATE BANK (MASTERCARD)	CL 33750	-99302	192.28
FIRST INTERSTATE BANK (MASTERCARD)	CL 33751	-99301	9,122.92
TINA M TOYNE	CL 33753	42700	417.23
BIG HORN COUNTY ELECTRIC	CL 33754	42674	2,999.63
BILLINGS PETERBILT/JACKSON GROUP	CL 33755	42680	1,034.22
C & B OPERATIONS LLC	CL 33756	42681	172.84
MT DEPARTMENT OF ENVIRONMENTAL QUALITY	CL 33757	42691	270.00
DIS TECHNOLOGIES	CL 33758	42682	1,395.50
HARDIN BUILDING CENTER	CL 33759	42684	83.35
HARDIN BUILDING CENTER	CL 33760	42684	2,500.00
NORTHWEST SCIENTIFIC, INC.	CL 33761	42693	499.25
PINE RIDGE FABRICATION LLC	CL 33763	42695	331.00
MOUNTAIN ALARM	CL 33764	42690	464.50
VERIZON WIRELESS	CL 33765	-99295	454.68
ALL TRAFFIC SOLUTIONS	CL 33766	-99292	19,424.26
HARDIN DO IT BEST	CL 33767	42685	246.49
BIG SKY FIRE EQUIPMENT	CL 33768	42677	4,925.00
RCI ENERGY INC	CL 33769	42696	1,439.48
UTILITIES UNDERGROUND LOC. CTR.	CL 33771	42703	44.50
BIG HORN HOSPITAL ASSOCIATION	CL 33772	42675	50.00
SCL Medical Group - Billings LLC	CL 33773	42697	30.00
BILLINGS PAVEMNET SERVICES	CL 33774	42679	1,150.00
TOWN & COUNTRY SUPPLY ASSN	CL 33775	42701	20.00
MATOVICH OIL CO.	CL 33776	42687	16,700.18
BILL'S AUTO PARTS	CL 33779	42678	2,291.42
STAPLES	CL 33780	-99291	631.19
HEALTHQUITY	CL 33781	-99290	321.66
BIG SKY EXPRESS WASH	CL 33785	42676	54.00
VECTOR SOLUTIONS	CL 33786	42704	1,380.90
ENERGY LABORATORIES INC	CL 33787	42683	383.00
AQUA-PURE INC	CL 33788	42673	17,864.00
NORTHWESTERN ENERGY	CL 33790	42694	20,865.65
LYNN'S SUPERFOODS	CL 33794	42686	132.23
MONTANA LEGISLATIVE SERVICES DIVISION	CL 33795	42689	700.00
CROELL INC	CL 33796	-99289	391.00
STEFFEN PETERS	CL 33797	42699	155.58
STAHLY ENGINEERING & ASSOCIATES INC	CL 33798	42698	28,325.25
NORTHERN CHIROPRACTIC PC	CL 33799	42692	135.00
YOCHUM CONTRACTING INC	CL 33800	42705	134.40
MLEA	CL 33801	42688	2,340.00
UNIVERSITY OF MONTANA	CL 33804	42702	400.00
			140,472.59

CITY OF HARDIN
Claims Report

For the Accounting Period: May, 2026

Vendor	Claim #	Check	Amount
CUSHING TERRELL	CL 33752	42707	4,999.00
AMAZON.COM	CL 33770	-99294	248.94
MOORE GREASE MONKEY TOYS, LLC	CL 33777	42709	109.99
DRIFTSCAPE CORP.	CL 33778	-99288	4,473.00
UNITED STATES DEPARTMENT OF AGRICULTURE	CL 33791	-99300	6,024.00
DESTINATIONIQ	CL 33802	42708	3,083.00
ENTERPRISE FLEET MANAGEMENT	CL 33803	-99293	3,459.06
US BANK NATIONAL ASSOC	CL 33805	42706	1,713.64
			24,110.63

CITY OF HARDIN

Check Report

5/19/2026

Vendor	Claim #	Check	Amount
AQUA-PURE INC	CL 33788	42673	17,864.00
BIG HORN COUNTY ELECTRIC	CL 33754	42674	2,999.63
BIG HORN HOSPITAL ASSOCIATION	CL 33772	42675	50.00
BIG SKY EXPRESS WASH	CL 33785	42676	54.00
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CITY OF HARDIN

Check Report

5/19/2026

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ALL TRAFFIC SOLUTIONS	CL 33766	-99292	19,424.26
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FIRST INTERSTATE BANK (MASTERCARD)	CL 33751	-99301	9,122.92
FIRST INTERSTATE BANK (MASTERCARD)	CL 33750	-99302	192.28
			164,628.22

Spring 2026

2026-2030 Statewide Transportation Improvement Program

This is your opportunity to comment on Montana's transportation projects

The draft 2026-2030 Statewide Transportation Improvement Program (STIP) is now available for public comment. The STIP is a list of projects planned for Montana for the next five federal fiscal years. The STIP portrays how the Montana Department of Transportation (MDT) plans to obligate future funds to projects by the phase the project is entering (design, right-of-way, utility moves, construction). In some cases, projects will not cross into new phases in the timeframe of the STIP, so they won't be listed in the document but project development is still underway. The document includes aeronautic, rail crossing, highway, public transportation, and Federal Lands Highway Program projects.

Each year MDT receives many helpful comments and innovative ideas from the public on transportation-related issues. These comments are considered in the Department's decision-making processes. MDT encourages comments anytime throughout the year as various transportation issues arise, but comments must be received by **June 10, 2026**, to be considered in the final STIP document.

The list in this issue of *Newsline* includes projects that will be awarded for construction during the timeframe of this STIP. Projects exceeding \$100,000 are shown on the map insert and can be accessed on the commenting app to the right.

Please visit the STIP web page at mdt.mt.gov/pubinvolve/stip.aspx, or request a hard copy of the STIP by contacting the MDT Project Analysis Bureau or by calling one of the numbers listed on the back page. Copies are also available at Montana public libraries.

Interactive Web Map Available

To access the MDT interactive [STIP Web map](#), scan the QR Code below.



New Planning & Modal Transportation Bureau Chief



Mitch Buthod,
Planning & Modal
Transportation Bureau
Chief

Mitch Buthod was selected as MDT's Planning & Modal Transportation Bureau Chief in December 2025. In this role, Mitch leads the Statewide Planning, Transit, and Modal Systems, Publications & Modeling Sections within the Statewide Planning and Modal Operations Program, providing strategic direction for multimodal planning, policy, program development, and public transit planning and grant programs that support MDT's mission to plan, build, operate, and maintain a safe and resilient transportation system to move Montana forward. He oversees statewide, urban, and metropolitan planning organization (MPO) planning efforts; manages complex federal-aid funding portfolios; and directs long-range planning, pre-MEPA/NEPA (Montana Environmental Policy Act/ National Environmental Policy Act) corridor studies, air quality planning, freight and rail planning, bicycle and pedestrian coordination, and travel demand modeling.

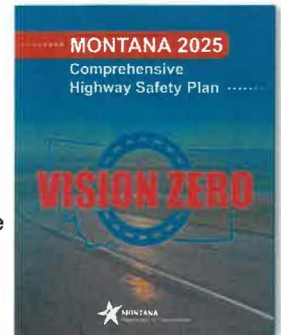
Mitch holds dual Master of Science (M.S.) degrees in Urban and Regional Planning and Water Resources Management from the University of Wisconsin-Madison, and a Bachelor of Arts (B.A.) in Environmental Studies from the University of Colorado-Boulder. He is also an AICP-certified transportation planner (American Institute of Certified Planners).

Fun Facts: Outside his work at MDT, Mitch is passionate about the outdoors and his local community. He serves on the board of the Helena Climbers Coalition, a nonprofit dedicated to trail stewardship, crag access, and growing the Helena area climbing community, and can often be found on the boulders around Helena when he is not in the office.

Contact Mitch at 406-444-9238 or mbuthod@mt.gov.

2025 CHSP Complete

The 2025 Comprehensive Highway Safety Plan (CHSP) update has been completed, concluding in December 2025. The update was a coordinated effort guided by a multidisciplinary, multiagency Advisory Committee comprised of professionals representing the five "Es" of transportation safety: education, enforcement, emergency medical services (EMS), engineering, and evaluation.



Montana's vision for safety is Vision Zero—zero deaths and zero serious injuries on Montana roadways. Through careful data analysis and stakeholder input, the Advisory Committee identified the top emphasis areas to focus resources strategically where opportunities for safety improvements are the greatest. The Emphasis Area teams continue to collaborate and implement activities to reduce crashes in the areas of:

- Safe Roads
- Emergency Response – Post-Crash Care
- Safe Speeds/Safe Vehicles
- Safe Road Users

For more information or to get involved, contact Pam Langve-Davis at plangvedavis@mt.gov, or visit mdt.mt.gov/visionzero/plans/chsp.aspx.

Planned Construction by District and Year

MAP KEY / MDT NO.	UNIT	PREFIX	PROJECT NAME	ROUTE	REF. POST	LENGTH IN MILES	PROJECT SCOPE	COST (\$MILL)
DISTRICT 1-MISSOULA / FY 2026								
9358	000	HSIP	SF 169 S OF PABLO SFTY IMPRV	US-93	50.500	0.497	SAFETY	1 TO 5
9614	001	HSIP	SF 179 EAGLE PASS TRAIL SFTY	US-93	40.800	0.490	INT IMPROVEMENTS	1 TO 5
9971	000	HSIP	SF 169 CONRAD & 2ND INTX-KAL	CONRAD DR / 2ND ST	1.220	0.100	INT IMPROVEMENTS	1 TO 5
10353	000	HSIP	SF 199 BECKWITH ST MSLA CNTY	BECKWITH ST	0.800	0.250	SAFETY	<1
10683	000	IM	DEBORGIA - E & W	I-90	15.700	7.623	PAVEMENT PRESERVATION	5 TO 10
9786	002	NHPB-SSS	CYR INTERCHANGE STRUCTURE	I-90	69.800	0.705	BRIDGE REPLACEMENT	>20
10513	000	NHPB-STPB	LIBBY AREA BRIDGE DECKS	US-2	15.200	29.741	BRIDGE REHAB	1 TO 5
10513	000	NHPB-STPB	LIBBY AREA BRIDGE DECKS	S-482	2.500	0.200	BRIDGE REHAB	1 TO 5
10513	000	NHPB-STPB	LIBBY AREA BRIDGE DECKS	S-567	7.300	0.200	BRIDGE REHAB	1 TO 5
10567	000	SSS-NH	US-93 WILDLIFE OVERPASS	US-93	41.200	0.400	MISCELLANEOUS	10 TO 15
10396	000	STPP	MT-200 SLIDE REPAIRS - HERON	MT-200	2.500	3.979	SLIDE CORRECTION	1 TO 5
10687	000	STPP	SEELEY LAKE - N & S	MT-83	0.000	4.785	CHIP SEAL	1 TO 5
10687	000	STPP	SEELEY LAKE - N & S	MT-83	13.100	18.488	CHIP SEAL	1 TO 5
10538	000	STPS	FLORENCE - EAST	S-203	10.100	2.174	OVERLAY	1 TO 5
10760	000	STPS	S-482 REPAIR - S OF LIBBY	S-482	2.580	0.060	BRIDGE REPLACEMENT	5 TO 10
10761	000	STPS	S-471 REPAIR-W OF THOMPSON FLS	S-471	16.700	0.391	BRIDGE REHAB	<1
6138	000	STPS-HSIP	NORTH OF STEVENSVILLE-NORTH	S-203	4.000	5.961	RECONSTRUCTION	>20
7997	001	STPX	RICHARDSON FAMILY MITIGATION	I-90	83.500	0.100	WETLANDS	1 TO 5
10099	000	TA	RAILROAD ST PATH & WALKS-CF				BIKE/PED FACILITIES	1 TO 5
10417	000	TA	S RUSSELL ST SIDEWALK-MSLA	RUSSELL ST	0.572	0.418	BIKE/PED FACILITIES	<1
10418	000	TA	MILWAUKEE TRAIL - MISSOULA				BIKE/PED FACILITIES	<1
10419	000	TA	RIVERFRONT TRAIL PRES-MSLA				BIKE/PED FACILITIES	<1
10420	000	TA	PATH PRESERVATION II-MISSOULA				BIKE/PED FACILITIES	<1
10421	000	TA	SILVER PARK PATH PRES-MSLA				BIKE/PED FACILITIES	<1
10422	000	TA	SOUTH HILLS PATH REHAB-MSLA				BIKE/PED FACILITIES	<1
DISTRICT 1-MISSOULA / FY 2027								
9980	000	CR-HSIP	SF 169 BATAVIA INTX IMPRV	US-2	115.200	0.300	INT IMPROVEMENTS	5 TO 10
9896	000	HSIP	SF189 RUSSELL ST LIGHTING	RUSSELL ST	0.000	0.985	SAFETY	<1
9897	000	HSIP	SF189 TURN LANE ASHLEY LAKE RD	US-2	104.500	1.201	INT IMPROVEMENTS	1 TO 5
10295	000	HSIP	SF 199 WOODSIDE INTX SFTY IMPR	US-93	51.900	0.203	INT IMPROVEMENTS	<1
10358	000	HSIP	SF229 N OF DEER LODGE CRV RECO	N FRONTAGE RD	0.000	0.185	SAFETY	1 TO 5
10399	000	HSIP	SF229 MISSOULA DIST GUARDRAIL	MULLAN RD EAST	0.000	11.605	SAFETY	<1
10716	000	IM	I-90 BRIDGE PIER REMOVAL	I-90	110.100	0.200	MISCELLANEOUS	5 TO 10
9187	001	NH	MT-40 - US 93 TO DILLON ROAD	MT-40	0.000	2.609	MAJOR REHAB	5 TO 10

Planned Construction by District and Year

MAP KEY / MDT NO.	UNIT	PREFIX	PROJECT NAME	ROUTE	REF. POST	LENGTH IN MILES	PROJECT SCOPE	COST (\$MILL)
10536	000	NH	KALISPELL - SOUTH	US-93	109.300	2.281	MINOR REHAB	5 TO 10
10570	000	NH	JCT MT 40 - SOUTH	US-93	119.300	6.101	MAJOR REHAB	10 TO 15
10571	000	NH	GLACIER AIRPORT - NORTH	US-2	129.300	4.623	MAJOR REHAB	10 TO 15
10684	000	NH	ESSEX - DEVIL CREEK	US-2	180.700	8.592	PAVEMENT PRESERVATION	1 TO 5
10685	000	NH-CM-STPS	RAVALLI COUNTY PAVE PRES	US-93	46.000	7.674	MILL & FILL	10 TO 15
10685	000	NH-CM-STPS	RAVALLI COUNTY PAVE PRES	S-203	0.000	3.871	MILL & FILL	10 TO 15
10685	000	NH-CM-STPS	RAVALLI COUNTY PAVE PRES	S-269	1.500	3.313	MILL & FILL	10 TO 15
10685	000	NH-CM-STPS	RAVALLI COUNTY PAVE PRES	S-373	0.000	1.990	MILL & FILL	10 TO 15
10685	000	NH-CM-STPS	RAVALLI COUNTY PAVE PRES	S-269	20.200	1.100	MILL & FILL	10 TO 15
10449	001	NH-TA	PATH PRES-MISSOULA CNTY-NORTH	US-93	83.500	6.487	BIKE/PED FACILITIES	<1
9941	000	NHPB	ORANGE STREET TUNNEL-MISSOULA	ORANGE ST	2.000	0.200	BRIDGE REHAB	5 TO 10
10534	000	NHPB	KALISPELL AREA BRIDGE DECKS	US-2	167.400	23.832	BRIDGE REHAB	5 TO 10
10534	000	NHPB	KALISPELL AREA BRIDGE DECKS	US-93	116.100	0.200	BRIDGE REHAB	5 TO 10
10114	000	STPB	CROW CREEK-10M SW RONAN	MOIESE VALLEY RD	10.000	0.200	BRIDGE REPLACEMENT	1 TO 5
10662	000	STPP	MT-28 CULVERTS - HOT SPRINGS	MT-28	22.800	2.398	CULVERT REPLACEMENT	1 TO 5
10686	000	STPP	SANDERS COUNTY PAVE PRES	MT-200	0.000	10.278	CHIP SEAL	5 TO 10
10686	000	STPP	SANDERS COUNTY PAVE PRES	MT-135	11.100	10.369	CHIP SEAL	5 TO 10
10686	000	STPP	SANDERS COUNTY PAVE PRES	MT-56	0.000	16.497	CHIP SEAL	5 TO 10
8134	000	STPS	OLD RESERVE-NW OF KALISPELL	OLD RESERVE DR	0.000	3.000	RECONSTRUCTION	15 TO 20
10415	001	TA	FLYNN LN PATH - MSLA	FLYNN LN	0.330	0.579	BIKE/PED FACILITIES	<1
10415	002	TA	MULLAN RD PATH - MSLA	MULLAN RD	0.000	0.701	BIKE/PED FACILITIES	1 TO 5
10437	000	TA	SIDEWALKS PHASE II - EVERGREEN	US-2	123.800	0.519	BIKE/PED FACILITIES	<1
10438	000	TA	MARCUS STREET PATH-HAMILTON	MARCUS ST	0.000	0.340	BIKE/PED FACILITIES	<1
10445	000	TA	RAILROAD AVE WALKS-ALBERTON	RAILROAD AVE	0.258	0.777	BIKE/PED FACILITIES	<1
10446	000	TA	SIDEWALKS-HOT SPRINGS				BIKE/PED FACILITIES	1 TO 5
DISTRICT 1-MISSOULA / FY 2028								
9569	000	CM	BROADWAY & TOOLE AVE-MISSOULA	BROADWAY	2.028	0.000	INT UPGRADE / SIGNALS	1 TO 5
9613	001	HSIP-NH	SF 179 CLEARWATER JCT INTX	MT-200	31.600	0.628	INT IMPROVEMENTS	5 TO 10
9613	001	HSIP-NH	SF 179 CLEARWATER JCT INTX	MT-83	0.000	0.300	INT IMPROVEMENTS	5 TO 10
10210	000	IM	TAFT-SALTESE	I-90	5.700	5.400	RECONSTRUCTION	>20
1281	003	NH	US 93 - MEDICINE TREE	US-93	20.320	0.530	RECONSTRUCTION	1 TO 5
10395	000	NH-HSIP	US 93 & BELL CROSSING	US-93	60.000	2.006	INT IMPROVEMENTS	5 TO 10
4128	005	SSS-CR	RUSSELL ST-BROADWAY INTX	RUSSELL ST	3.022	0.000	RECONSTRUCTION	15 TO 20
4128	004	SSS-NH-STPU	RUSSELL ST-DAKOTA TO MOUNT	RUSSELL ST	1.511	0.989	RECONSTRUCTION	>20
9778	000	STPB	SKALKAHO CR-1M E GRANTS DALE	SKALKAHO HWY	2.500	0.700	BRIDGE REPLACEMENT	5 TO 10

Planned Construction by District and Year

MAP KEY / MDT NO.	UNIT	PREFIX	PROJECT NAME	ROUTE	REF. POST	LENGTH IN MILES	PROJECT SCOPE	COST (\$MILL)
10328	000	STPB-TA	BITTERROOT RIVER - WOODSIDE	S-373	0.300	0.300	BRIDGE REPLACEMENT	>20
10442	000	TA	DALY SCHOOL PATH-HAMILTON				BIKE/PED FACILITIES	1 TO 5
DISTRICT 1-MISSOULA / FY 2029								
9610	000	HSIP	SF 179 SHLD WIDEN BELKNAP	MT-200	37.900	7.231	SLOPE FLATTENING	1 TO 5
10352	000	HSIP	SF 199 RIVER RD SANDERS CNTY	RIVER RD	19.400	0.900	SAFETY	<1
10352	000	HSIP	SF 199 RIVER RD SANDERS CNTY	RIVER RD	0.700	1.000	SAFETY	<1
10352	000	HSIP	SF 199 RIVER RD SANDERS CNTY	RIVER RD	9.200	0.500	SAFETY	<1
10359	000	HSIP	SF229 N OF PLAINS CRV RECONST	MT-28	2.615	0.800	SAFETY	1 TO 5
9988	000	NHPB	I-90 BR REHAB-ST REGIS AREA	I-90	32.500	7.868	BRIDGE REHAB	>20
10455	000	NHPB	BITTERROOT RIVER-3M S HAMILTON	US-93	43.300	0.600	BRIDGE REPLACEMENT	>20
9687	000	STPB	BITTERROOT R-2M E VICTOR	VICTOR CROSSING	1.800	0.200	BRIDGE REPLACEMENT	1 TO 5
DISTRICT 1-MISSOULA / FY 2030								
10360	000	HSIP	SF229 MISSOULA WRONG WAY PH 2	I-90	84.400	42.212	SAFETY	<1
10709	000	HSIP	SF 249 MISSOULA NORTH SIGNS				SAFETY	<1
10710	000	HSIP	SF 249 GUARDRAIL W OF MARION	US-2	84.881	0.531	SAFETY	<1
10713	000	HSIP	SF 249 GUARDRAIL HAMILTON AREA	US-93	19.500	0.200	SAFETY	<1
10713	000	HSIP	SF 249 GUARDRAIL HAMILTON AREA	SKALKAHO HWY	45.000	1.900	SAFETY	<1
DISTRICT 2-BUTTE / FY 2026								
9615	001	HSIP	SF 179 BERNICE CURVE BARRIER	I-15	147.200	0.500	SAFETY	1 TO 5
10003	001	IM	WHITEHALL - EAST	I-90	249.000	4.325	MAJOR REHAB	>20
10558	000	NH	BIG SKY - NORTH	US-191	47.300	14.020	MINOR REHAB	15 TO 20
8953	000	NHPB	COUGAR CR-7M N W YELLOWSTONE	US-191	7.400	0.200	BRIDGE REPLACEMENT	10 TO 15
10473	000	SSS	MILL CREEK HIGHWAY	S-569	6.110	4.882	RECONSTRUCTION	15 TO 20
10696	000	STPS	SOUTH COTTONWOOD ROAD- BOZEMAN	S-345	0.510	4.979	CHIP SEAL	<1
8931	000	STPU-SSS	KAGY BLVD - S 19TH TO WILLSON	KAGY BLVD	0.000	1.047	RECONSTRUCTION	>20
10453	000	TA	BIKE/PED PATHS-BOZEMAN				BIKE/PED FACILITIES	<1
10590	000	UPP	ANACONDA URBAN PAVE PRES	7TH ST	0.000	0.493	CHIP SEAL	1 TO 5
10590	000	UPP	ANACONDA URBAN PAVE PRES	4TH ST	0.000	1.923	CHIP SEAL	1 TO 5
DISTRICT 2-BUTTE / FY 2027								
9644	000	CR-HSIP	SF 179 SIGNAL KAGY SOURDOUGH	KAGY BLVD	1.790	0.160	INT UPGRADE/SIGNALS	1 TO 5
9605	000	HSIP-NH	SF 179 TARGHEE TURN LANES	US-20	1.200	1.221	SAFETY	5 TO 10
10435	000	NH	WEST YELLOWSTONE PARKING AREA	US-191	0.900	0.665	REST AREA	<1
10559	000	NH	GARDINER - NORTH	US-89	0.000	13.184	MILL & FILL	1 TO 5
9930	000	NH-CMDP	BELGRADE-INT IMPROVEMENTS	JACKRABBIT LN	0.000	0.150	INT IMPROVEMENTS	5 TO 10
9930	000	NH-CMDP	BELGRADE-INT IMPROVEMENTS	MAIN ST	20.000	0.300	INT IMPROVEMENTS	5 TO 10

Planned Construction by District and Year

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10291	000	NH-HSIP	SF 199 MILL ST INTX IMPRV	US-191	76.200	0.200	INT IMPROVEMENTS	<1
10208	000	NHPB	MADISON RIVER-BRIDGE SCOUR	I-90	278.600	0.465	BRIDGE REHAB	<1
10209	000	NHPB	YELLOWSTONE R-BRIDGE SCOUR	I-90	333.300	0.500	BRIDGE REHAB	5 TO 10
10363	000	NHPB	GALLATIN RIVER- 3M E MANHATTAN	I-90	292.000	0.400	BRIDGE REPLACEMENT	15 TO 20
7931	000	SSS-NH	STONE CREEK - NORTH	MT-41	9.035	7.184	RECONSTRUCTION	>20
9667	000	STPB	BIG HOLE RIVER - 22M N DILLON	OLD HWY 91	21.500	1.500	BRIDGE REPLACEMENT	5 TO 10
9805	000	STPB	MT-86 STRUCTURES	MT-86	24.100	3.892	BRIDGE REPLACEMENT	5 TO 10
10557	000	STPB	BRIDGE REMOVAL - W OF TOSTON	HWY 287 BYPASS	0.050	0.150	SAFETY	1 TO 5
9875	000	STPP	BRACKETT CREEK-N & S (MT-86)	MT-86	16.330	4.369	MILL & FILL	5 TO 10
10092	000	STPP	PIPESTONE PASS EROSION REPAIR	MT-2	74.800	1.004	SLIDE CORRECTION	1 TO 5
10561	000	STPP	NORRIS HILL	US-287	55.500	9.635	MILL & FILL	5 TO 10
10467	000	STPS	BROADWATER COUNTY LINE - SOUTH	S-284	16.510	26.000	CHIP SEAL	1 TO 5
10441	000	TA	MADISON AVE SIDEWALK-BELGRADE				BIKE/PED FACILITIES	<1
DISTRICT 2-BUTTE / FY 2028								
9604	000	HSIP	SF 179 DURSTON RD CURVES	DURSTON RD	2.700	0.200	SAFETY	1 TO 5
9718	000	HSIP	SF 189 AMSTERDAM RD INTX IMPRV	AMSTERDAM RD	4.300	0.430	INT IMPROVEMENTS	1 TO 5
10273	000	NHPB	LMC SUPPLY DITCH STRUCTURE	US-191	81.200	0.600	BRIDGE REPLACEMENT	1 TO 5
10614	000	NHPB	TEEPEE CR-11M N W YELLOWSTONE	US-191	11.050	0.100	BRIDGE REPLACEMENT	5 TO 10
9057	000	NH-SSS	BELGRADE - URBAN IMPROVEMENTS	JACKRABBIT LN	0.300	0.527	MAJOR REHAB	>20
9927	000	STPB	JEFFERSON R-2M W THREE FORKS	MT-2	93.700	0.602	BRIDGE REHAB	<1
10324	000	STPB	YELLOWSTONE R-6M NE LIVINGSTON	US-89	1.300	0.600	BRIDGE REHAB	10 TO 15
DISTRICT 2-BUTTE / FY 2029								
10292	000	HSIP-NH	SF 199 N8 BEAVER CR RD LTL	US-12 / US-287	64.400	0.500	INT IMPROVEMENTS	1 TO 5
10261	000	NH-CM	LIVINGSTON-NORTHEAST	US-89	53.100	4.921	MILL & FILL	5 TO 10
9773	000	NH-HSIP	SILOS-SOUTH	US-12 / US-287	70.200	4.806	RECONSTRUCTION	>20
10274	000	NHPB-NH	SPANISH CRK-GALLATIN CANYON	US-191	67.500	2.490	BRIDGE REPLACEMENT	>20
10362	000	STPB	E GALLATIN R - 5M E MANHATTAN	S-346	5.750	0.497	BRIDGE REPLACEMENT	5 TO 10
10364	000	STPB	GALLATIN RIVER- 3M SW BELGRADE	S-347	3.150	0.500	BRIDGE REPLACEMENT	1 TO 5
10698	000	STPP	ALDER - SHERIDAN	MT-287	19.900	12.344	MINOR REHAB	5 TO 10
9202	000	STPS	PINE CREEK ROAD (S-575)	PINE CREEK RD	0.000	2.422	RECONSTRUCTION	5 TO 10
DISTRICT 2-BUTTE / FY 2030								
10708	000	HSIP	SF 249 BUTTE DISTRICT SIGNS				SAFETY	<1
10574	000	NHPB	LAVA LAKE STRUCTURE (US-191)	US-191	61.000	0.500	BRIDGE REPLACEMENT	>20
8873	000	STPB	GALLATIN RV-2M N GALLATIN GATE	AXTELL ANCENEY RD	0.400	0.200	BRIDGE REPLACEMENT	5 TO 10
8789	000	STPP	ANACONDA - WEST	MT-1	10.060	3.701	RECONSTRUCTION	5 TO 10

Planned Construction by District and Year

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8997	000	STPP	MADISON RIVER-TURN LANES	MT-84	5.400	6.872	INT IMPROVEMENTS	5 TO 10
DISTRICT 3-GREAT FALLS / FY 2026								
9606	000	HSIP	SF 179 CURVE WIDEN N-24	MT-200	95.850	0.900	SAFETY	<1
10543	000	IM	AUGUSTA INTERCHANGE-NORTHEAST	I-15	229.100	7.630	CHIP SEAL	1 TO 5
10388	000	NH	US-2 EROSION REPAIR - HAVRE	US-2	375.858	0.547	BANK STABILIZATION	1 TO 5
9803	000	RRP-TA-RRS	RRXING-BENTON AVE-HELENA	BENTON AVE	0.592	0.158	RR CROSSING	<1
10383	000	STPP	RICEVILLE - NORTH & SOUTH	US-89	60.197	10.015	CHIP SEAL	1 TO 5
10103	000	TA	6TH WARD CURB RAMPS-HELENA				BIKE/PED FACILITIES	<1
DISTRICT 3-GREAT FALLS / FY 2027								
9762	000	CMGF	RIVER'S EDGE TRAIL CONNECTOR				BIKE/PED FACILITIES	1 TO 5
9899	000	HSIP	SF189 CURVE SW OF CONRAD	S-219	10.444	0.554	SAFETY	1 TO 5
10309	001	IM	I-15 CULVERTS - VAUGHN AREA	I-15	291.500	5.199	CULVERT REPLACEMENT	1 TO 5
10241	000	NH	57TH STREET - GREAT FALLS	57TH ST	7.500	0.908	OVERLAY	1 TO 5
10306	000	NH	MT-200 EROSION REPAIR-LINCOLN	MT-200	67.600	0.300	BANK STABILIZATION	1 TO 5
10312	000	NH	PROSPECT AVE - MONTANA TO I-15	PROSPECT AVE	0.000	0.918	MILL & FILL	1 TO 5
10316	000	NH	BLACK EAGLE NHS ROUTES - GF	RIVER DR	3.421	2.001	CHIP SEAL	1 TO 5
10316	000	NH	BLACK EAGLE NHS ROUTES - GF	OLD HAVRE HWY	0.561	0.789	OVERLAY	1 TO 5
10546	000	NH	VAUGHN - WEST	MT-200 / US-89	0.000	7.975	CHIP SEAL	1 TO 5
10547	000	NH	14TH ST / 15TH ST- GREAT FALLS	15TH ST	0.684	0.416	MINOR REHAB	1 TO 5
10547	000	NH	14TH ST / 15TH ST- GREAT FALLS	14TH ST	0.302	0.759	MINOR REHAB	1 TO 5
10690	000	NH	10TH AVE SOUTH - GREAT FALLS	10TH AVE SOUTH	90.259	2.318	MILL & FILL	1 TO 5
10691	000	NH	CUT BANK - E & W	US-2	254.150	12.184	CHIP SEAL	1 TO 5
9540	000	NH-NHPB-HSIP	CHINOOK - EAST	US-2	404.070	5.900	RECONSTRUCTION	>20
9345	001	SSS-NHFP	GORE HILL INTERCHANGE - GTF	I-15	277.600	0.877	RECONSTRUCTION	>20
9319	001	SSS-STPB	MISSOURI R-FT BENTON	MT-80	2.300	0.200	BRIDGE REPLACEMENT	>20
9985	000	STPB	VALIER AREA BRIDGES	US-89	86.800	10.302	BRIDGE REHAB	5 TO 10
9985	000	STPB	VALIER AREA BRIDGES	S-358	6.900	10.439	BRIDGE REHAB	5 TO 10
10517	000	STPB	GREAT FALLS AREA BRIDGE DECKS	MT-200 / MT-3 / US-87	1.500	2.388	BRIDGE REHAB	15 TO 20
10517	000	STPB	GREAT FALLS AREA BRIDGE DECKS	10TH AVE SOUTH	95.200	0.200	BRIDGE REHAB	15 TO 20
10517	000	STPB	GREAT FALLS AREA BRIDGE DECKS	SUN RIVER RD	1.500	0.200	BRIDGE REHAB	15 TO 20
10242	000	STPP	CONRAD - SOUTH	MAIN ST / OLD HWY 91	0.000	5.066	OVERLAY	1 TO 5
9619	000	STPP-NH	GLACIER COUNTY SNOW FENCE	US-2	213.100	0.450	SNOW FENCE	1 TO 5
9619	000	STPP-NH	GLACIER COUNTY SNOW FENCE	US-2	214.110	0.260	SNOW FENCE	1 TO 5
9619	000	STPP-NH	GLACIER COUNTY SNOW FENCE	US-2	221.400	0.100	SNOW FENCE	1 TO 5
9619	000	STPP-NH	GLACIER COUNTY SNOW FENCE	US-89	106.400	0.684	SNOW FENCE	1 TO 5

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9619	000	STPP-NH	GLACIER COUNTY SNOW FENCE	US-89	107.400	0.100	SNOW FENCE	1 TO 5
9619	000	STPP-NH	GLACIER COUNTY SNOW FENCE	US-89	5.790	0.220	SNOW FENCE	1 TO 5
9619	000	STPP-NH	GLACIER COUNTY SNOW FENCE	US-89	8.180	0.370	SNOW FENCE	1 TO 5
9619	000	STPP-NH	GLACIER COUNTY SNOW FENCE	US-89	8.710	0.269	SNOW FENCE	1 TO 5
10767	000	STPS	S-565 CULVERTS- NORTH OF SIMMS	S-565	2.350	0.250	CULVERT REPLACEMENT	1 TO 5
10339	000	STPU-CM	WATSON COULEE RD - GREAT FALLS	WATSON COULEE RD	0.000	0.242	RECONSTRUCTION	5 TO 10
10338	000	STPU-CR	9TH ST NW - GREAT FALLS	9TH ST NW	0.000	0.570	RECONSTRUCTION	5 TO 10
10423	000	TA	CENTRAL AVE CURB RAMPS - GTF	CENTRAL AVE	0.000	0.411	BIKE/PED FACILITIES	<1
10424	000	TA	PATH PRESERVATION - GTF				BIKE/PED FACILITIES	<1
DISTRICT 3-GREAT FALLS / FY 2028								
9901	000	HSIP	SF189 TURN LANE 34TH VAUGHN RD	VAUGHN RD	0.350	0.300	SAFETY	<1
10380	000	IM	LINCOLN RD INTERCHANGE - NORTH	I-15	200.430	17.096	CHIP SEAL	1 TO 5
10314	000	NH	11TH AVE / PROSPECT AVE-HELENA	11TH AVE / PROSPECT AVE	44.361	1.544	MINOR REHAB	1 TO 5
10382	000	NH	CENTRAL-VAUGHN RD TO 9TH ST NW	CENTRAL AVE	0.203	0.567	MINOR REHAB	1 TO 5
9556	000	NH-HSIP	EAST HELENA - EAST	US-12 / US-287	50.800	1.947	MAJOR REHAB	1 TO 5
9983	000	NHPB	MILK RIVER - FORT BELKNAP	US-2	427.500	0.982	BRIDGE REHAB	1 TO 5
9519	001	STPS	CASCADE COUNTY LINE-NORTH	S-225	11.500	6.102	RECONSTRUCTION	5 TO 10
10393	000	STPS	S-331 SLIDE REPAIR - BELT	S-331	1.000	0.200	SLIDE CORRECTION	<1
10545	000	STPS	HAVRE - SOUTH	S-234	2.007	18.832	OVERLAY	5 TO 10
DISTRICT 3-GREAT FALLS / FY 2029								
9026	000	HSIP	SF 159 LOLA SHEPHARD INT IMPRV	US-12 / US-287	46.406	0.534	SAFETY	1 TO 5
10294	000	HSIP	SF 199 S284 CURVE SFTY IMPRV	S-284	14.000	0.500	SAFETY	1 TO 5
10544	000	IM	GREAT FALLS - NORTHWEST	I-15	278.500	7.282	CHIP SEAL	1 TO 5
9539	000	NH-HSIP-NHPB	ZURICH - EAST & WEST	US-2	410.000	7.040	RECONSTRUCTION	>20
9982	000	NHPB	I-15 BR REHAB-CAPITOL INTCH	US-12	45.063	0.922	BRIDGE REHAB	1 TO 5
10613	000	NHPB	WARDEN BRIDGE REHAB - GF	10TH AVE SOUTH	95.000	0.200	BRIDGE REHAB	>20
9522	001	STPB	MUDDY CR-10 M NE FARMINGTON	3RD LANE NW	3.102	0.000	BRIDGE REPLACEMENT	1 TO 5
9683	000	STPB	SOLLID ROAD BRIDGES	SOLLID RD	10.500	0.499	BRIDGE REPLACEMENT	5 TO 10
9683	000	STPB	SOLLID ROAD BRIDGES	SOLLID RD	19.200	0.200	BRIDGE REPLACEMENT	5 TO 10
9537	000	STPP-HSIP	FREEZEOUT LAKE - NORTH	US-89	28.322	6.038	RECONSTRUCTION	15 TO 20
DISTRICT 3-GREAT FALLS / FY 2030								
10717	000	CMDP	10TH AVE SOUTH SIGNALS - GF	10TH AVE SOUTH	92.400	0.300	INT UPGRADE / SIGNALS	<1
9796	000	HSIP	SF189 HUNA HT MEDIAN CABLERAIL	I-15	174.000	29.983	SAFETY	10 TO 15
9555	000	NH-HSIP	CARTER - SOUTH	US-87	11.000	8.965	RECONSTRUCTION	>20
9722	000	STPP-HSIP	NORTH OF AUGUSTA-NORTH	US-287	47.000	9.037	RECONSTRUCTION	>20

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8939	000	STPS-HSIP	LINCOLN RD - W OF GREEN MEADOW	S-279	2.407	6.298	RECONSTRUCTION	>20
DISTRICT 4-GLENDIVE / FY 2026								
10524	000	IM	I-94 FENCING - TERRY AREA	I-94	169.800	16.992	FENCING	1 TO 5
10529	000	IM	MILES CITY - WEST	I-94	115.500	26.024	CRACK SEALING	1 TO 5
10531	000	NH	MALTA - EAST	US-2	471.720	17.315	CHIP SEAL	1 TO 5
10530	000	NH-STPP	D4 CRACK SEAL - NORTH	MT-13	26.200	20.852	CRACK SEALING	1 TO 5
10530	000	NH-STPP	D4 CRACK SEAL - NORTH	MT-24	33.900	16.528	CRACK SEALING	1 TO 5
10530	000	NH-STPP	D4 CRACK SEAL - NORTH	MT-200	212.400	7.929	CRACK SEALING	1 TO 5
8716	000	STPP-FLA	FORT PECK - NORTHWEST	MT-24	59.550	13.771	MAJOR REHAB	>20
10448	000	TA	MERRILL AVE SIDEWALK-GLENDIVE				BIKE/PED FACILITIES	<1
10582	000	UPP	LEIGHTON BOULEVARD-MILES CITY	LEIGHTON BLVD	0.552	0.996	MILL & FILL	1 TO 5
DISTRICT 4-GLENDIVE / FY 2027								
10006	000	IM	WEST OF HATHAWAY - WEST	I-94	103.900	11.665	MILL & FILL	10 TO 15
10007	000	IM	SLIDE REPAIR-W OF HATHAWAY	I-94	112.000	1.995	SLIDE CORRECTION	1 TO 5
10230	000	IM	WIBAUX-EAST & WEST (WB)	I-94	238.000	6.259	MILL & FILL	5 TO 10
10342	000	NH	VANDALIA REST AREA REHAB	US-2	527.000	0.400	REST AREA	1 TO 5
10366	000	NH	ALZADA - EAST & WEST	US-212	130.300	9.551	MINOR REHAB	10 TO 15
10672	000	NH	NW OF GLASGOW - NW	US-2	531.800	5.820	MILL & FILL	1 TO 5
9728	000	SSS-NH	BROCKWAY - WEST	MT-200	260.200	6.895	RECONSTRUCTION	>20
10113	000	STPB	BIG MUDDY CR-3M W MEDICINE LK	WEST LAKE RD	12.900	0.400	BRIDGE REPLACEMENT	1 TO 5
9179	000	STPP	RICHEY - NORTHEAST	MT-200	27.800	10.583	MAJOR REHAB	>20
10228	000	STPP	SOUTH OF OPHEIM - SOUTH	MT-24	25.660	8.244	MINOR REHAB	1 TO 5
10673	000	STPP	WOLF POINT - SOUTH	MT-25	47.100	5.295	CHIP SEAL	1 TO 5
10675	000	STPS	SCOBEY - WEST	S-248	37.500	8.560	CHIP SEAL	<1
10676	000	STPS	TAMPICO - SOUTHEAST	S-246	7.000	4.479	OVERLAY	1 TO 5
DISTRICT 4-GLENDIVE / FY 2028								
10365	000	NH	SACO - WEST	US-2	489.000	10.343	MINOR REHAB	5 TO 10
10518	000	NHPB	I-94 EB BRIDGE DECKS-GLENDIVE	I-94	209.500	7.045	BRIDGE REHAB	1 TO 5
10519	000	NHPB	I-94 WB & MT-16 BRIDGE DECKS	MT-16	31.600	0.300	BRIDGE REHAB	1 TO 5
10519	000	NHPB	I-94 WB & MT-16 BRIDGE DECKS	I-94	210.000	5.037	BRIDGE REHAB	1 TO 5
10663	000	STPB	TERRY - MILES CITY BRIDGES	OLD HWY 10	3.900	3.600	BRIDGE REPLACEMENT	10 TO 15
10279	000	STPP-HSIP	NORTH OF EKALAKA-NORTH	MT-7	7.300	8.497	RECONSTRUCTION	>20

Planned Construction by District and Year

MAP KEY / MDT NO.	UNIT	PREFIX	PROJECT NAME	ROUTE	REF. POST	LENGTH IN MILES	PROJECT SCOPE	COST (\$MILL)
DISTRICT 4-GLENDIVE / FY 2029								
10350	000	HSIP	SF 209 N OF WOLF POINT SFTY	CNTY RD 1074	21.500	2.000	SAFETY	1 TO 5
10351	000	HSIP	SF 199 N OF POPLAR CRV RCNSTR	CNTY RD 1053	4.200	1.400	SAFETY	<1
9729	000	STPP-HSIP	19 MILES S OF SCOBEY-SOUTH	MT-13	25.000	7.121	RECONSTRUCTION	>20
10110	000	STPS	JCT MT 23 - SOUTH (S-261)	S-261	41.000	11.370	MAJOR REHAB	15 TO 20
DISTRICT 4-GLENDIVE / FY 2030								
10511	000	HSIP	SF 199 CURVE W OF FORT KIPP	BIA ROUTE 1	4.520	0.720	SAFETY	1 TO 5
10535	000	HSIP-STPB	SF229 N OF TERRY CRV RECONST	S-253	18.400	0.799	SAFETY	5 TO 10
10369	000	NH	17M SOUTH OF MALTA - SOUTH	US-191	130.200	9.391	MAJOR REHAB	>20
10615	000	NHPB	US-2 STRUCTURES - E OF FRAZER	US-2	572.000	10.503	BRIDGE REPLACEMENT	5 TO 10
DISTRICT 5-BILLINGS / FY 2026								
10095	000	IM	GREYCLIFF REST AREA REHAB	I-90	380.500	1.015	REST AREA	1 TO 5
4199	007	IM-NHFP-CMBL-STPU-NH	BBP-JOHNSON LANE INTERCHANGE	BILLINGS BYPASS			RECONSTRUCTION	>20
9717	000	STPB	OLD HWY 10 BRIDGES-E OF HYSHAM	OLD HWY 10	0.400	1.900	BRIDGE REPLACEMENT	1 TO 5
10276	002	STPB	DAR STRUCTURES - CP#2	MT-81	5.750	34.000	BRIDGE REPLACEMENT	>20
10276	002	STPB	DAR STRUCTURES - CP#2	S-238	10.000	1.000	BRIDGE REPLACEMENT	>20
10276	002	STPB	DAR STRUCTURES - CP#2	S-400	5.500	0.750	BRIDGE REPLACEMENT	>20
10661	000	STPB	GREYCLIFF AREA BRIDGES	OLD HWY 10	2.700	4.300	BRIDGE REPLACEMENT	10 TO 15
9800	000	STPS	S-238/S-300-RYEGATE	S-238	55.200	5.710	MINOR REHAB	1 TO 5
9800	000	STPS	S-238/S-300-RYEGATE	S-300	8.670	4.672	MINOR REHAB	1 TO 5
10391	001	STPS	D5 CULVERTS - WINIFRED AREA	S-236	22.600	0.200	CULVERT REPLACEMENT	1 TO 5
10391	001	STPS	D5 CULVERTS - WINIFRED AREA	S-236	17.600	0.200	CULVERT REPLACEMENT	1 TO 5
DISTRICT 5-BILLINGS / FY 2027								
9114	000	HSIP	SF 159 ST XAVIER CURVE RECON	S-313	22.500	4.580	CURVE RECONSTRUCTION	5 TO 10
9598	000	HSIP	SF 179 TURN LANE W OF HUNTLEY	OLD HWY 312	6.600	0.900	SAFETY	1 TO 5
10069	000	IM	DEHART INTERCHANGE-E & W	I-90	360.000	4.026	CHIP SEAL	1 TO 5
9815	000	NH	TURN LANES-WINDHAM	MT-200 / MT-3 / US-87	42.500	0.699	INT IMPROVEMENTS	1 TO 5
9965	000	NH	BROADVIEW-N & S	MT-3	27.900	6.428	OVERLAY	5 TO 10
9998	000	NH	MONTANA AVE CROSSWALKS-BLGS	MONTANA AVE	2.970	1.330	OVERLAY	1 TO 5
9998	001	NH	LAUREL RD / MONTANA AVE - BLGS	LAUREL RD / MONTANA AVE	0.170	2.800	CHIP SEAL	1 TO 5
10520	000	NHPB	I-94 BRIDGE DECKS - CUSTER	I-94	47.000	0.992	BRIDGE REHAB	1 TO 5
10521	000	NHPB	I-90 BRIDGE DECKS-CROW AGENCY	US-212	0.000	0.100	BRIDGE REHAB	5 TO 10
10521	000	NHPB	I-90 BRIDGE DECKS-CROW AGENCY	I-90	506.000	4.042	BRIDGE REHAB	5 TO 10
9719	000	STPB	TWELVE MILE CRK-2M W HUNTLEY	OLD HWY 312	6.500	0.200	BRIDGE REPLACEMENT	1 TO 5
4074	000	STPP	WHEATLAND COUNTY LINE - N	US-191	28.270	9.600	RECONSTRUCTION	>20

Planned Construction by District and Year

MAP KEY / MDT NO.	UNIT	PREFIX	PROJECT NAME	ROUTE	REF. POST	LENGTH IN MILES	PROJECT SCOPE	COST (\$MILL)
10693	000	STPP	ABSAROEKE - N & S	MT-78	29.781	16.324	CHIP SEAL	1 TO 5
10391	000	STPP-NH-STPS	D5 CULVERTS - MISSOURI BREAKS	US-191	42.100	0.200	CULVERT REPLACEMENT	5 TO 10
10391	000	STPP-NH-STPS	D5 CULVERTS - MISSOURI BREAKS	MT-19	59.500	0.200	CULVERT REPLACEMENT	5 TO 10
10391	000	STPP-NH-STPS	D5 CULVERTS - MISSOURI BREAKS	US-191	76.000	0.200	CULVERT REPLACEMENT	5 TO 10
10391	000	STPP-NH-STPS	D5 CULVERTS - MISSOURI BREAKS	US-191	99.400	0.200	CULVERT REPLACEMENT	5 TO 10
10391	000	STPP-NH-STPS	D5 CULVERTS - MISSOURI BREAKS	MT-66	1.600	0.200	CULVERT REPLACEMENT	5 TO 10
10391	000	STPP-NH-STPS	D5 CULVERTS - MISSOURI BREAKS	MT-66	2.100	0.200	CULVERT REPLACEMENT	5 TO 10
10391	000	STPP-NH-STPS	D5 CULVERTS - MISSOURI BREAKS	MT-66	5.400	0.200	CULVERT REPLACEMENT	5 TO 10
10391	000	STPP-NH-STPS	D5 CULVERTS - MISSOURI BREAKS	MT-200	161.900	0.101	CULVERT REPLACEMENT	5 TO 10
10391	000	STPP-NH-STPS	D5 CULVERTS - MISSOURI BREAKS	S-500	4.400	0.200	CULVERT REPLACEMENT	5 TO 10
9970	000	STPS	SLIDE REPAIR-W OF BEARCREEK	S-308	5.480	0.220	SLIDE CORRECTION	1 TO 5
10476	000	STPS	STILLWATER COUNTY IMPROVEMENTS	S-302	4.230	13.073	CHIP SEAL	1 TO 5
10476	000	STPS	STILLWATER COUNTY IMPROVEMENTS	S-306	17.970	7.155	CHIP SEAL	1 TO 5
10703	000	UPP	SHILOH RD- KING AVE TO RIMROCK	SHILOH RD	0.000	2.999	MILL & FILL	1 TO 5
10704	000	UPP	STATE AVENUE - BILLINGS	STATE AVE	0.000	1.524	CHIP SEAL	1 TO 5
DISTRICT 5-BILLINGS / FY 2028								
9600	000	HSIP	SF 179 SFTY IMPRV E OF HUNTLEY	OLD HWY 312	10.100	3.450	SAFETY	5 TO 10
10354	000	HSIP	SF 199 64TH & AIRPORT RD CURVE	AIRPORT RD / 64TH ST W	3.500	0.900	SAFETY	1 TO 5
10219	000	IM	DUNMORE-EAST	I-90	502.920	5.768	CHIP SEAL	1 TO 5
4199	006	NH	BBP-JOHNSON LN INTCH-RR O'PASS	BILLINGS BYPASS			RECONSTRUCTION	5 TO 10
7908	000	NH	EXPOSITION DR & 1ST AVE N-BLGS	US-87	0.350	1.011	MAJOR REHAB	15 TO 20
9919	002	NH	MOBRIDGE SLIDE REPAIRS-PHASE 2	US-191	85.500	3.337	SLIDE CORRECTION	5 TO 10
10692	000	NH	1ST AVE SOUTH - BILLINGS	1ST AVE SOUTH	0.590	1.424	MILL & FILL	1 TO 5
9990	000	NHPB	LITTLE BIGHORN R-CROW AGENCY	I-90	509.400	0.300	BRIDGE REPLACEMENT	>20
9991	000	NHPB	BIGHORN RIVER-1M W BIGHORN	I-94	51.000	2.028	BRIDGE REPLACEMENT	>20
9720	000	STPB	SHILOH RD/I-90 BRIDGE-BLGS	SHILOH RD	5.000	0.300	BRIDGE REHAB	5 TO 10
4375	006	STPP	RED LODGE-ROBINSON-2MI	US-212	70.520	1.154	RECONSTRUCTION	5 TO 10
10432	000	TA	STAGECOACH TRAIL - BILLINGS				BIKE/PED FACILITIES	1 TO 5
DISTRICT 5-BILLINGS / FY 2029								
10475	000	HSIP-STPS	KING AVE & 64TH STREET - BLGS	KING AVE	14.500	0.200	INT IMPROVEMENTS	5 TO 10
10066	000	IM	GARRYOWEN-SOUTH	I-90	516.640	7.370	MILL & FILL	10 TO 15
10223	000	IM	POMPEYS PILLAR-EAST	I-94	23.900	12.129	OVERLAY	5 TO 10
10427	000	IM-NHPB	I-90 CULVERTS - BILLINGS AREA	I-90	413.000	114.969	CULVERT REPLACEMENT	5 TO 10
9022	000	NH	1ST AVE N-N 9TH TO RR XING	1ST AVE N	0.070	0.860	RECONSTRUCTION	>20
10218	000	NH	LEWISTOWN-WEST	MT-200	69.800	9.309	OVERLAY	1 TO 5

Planned Construction by District and Year

MAP KEY / MDT NO.	UNIT	PREFIX	PROJECT NAME	ROUTE	REF. POST	LENGTH IN MILES	PROJECT SCOPE	COST (\$MILL)
9716	000	RRP-STPP-RRS	RRXING - PRATTEN ST - COLUMBUS	MT-78	46.600	0.156	RR CROSSING	1 TO 5
10117	000	STPB	BIG SPRING CREEK-LEWISTOWN	WEST BROADWAY ST	0.800	0.150	BRIDGE REPLACEMENT	1 TO 5
10457	000	STPB	YELLOWSTONE RIVER-1M N CUSTER	S-310	0.700	0.200	BRIDGE REHAB	1 TO 5
10616	000	STPB	YELLOWSTONE RIVER - COLUMBUS	MT-78	45.000	1.648	BRIDGE REPLACEMENT	>20
DISTRICT 5-BILLINGS / FY 2030								
9616	000	HSIP	SF 179 LODGE GRASS SHLD WIDEN	S-451	6.800	7.405	SAFETY	1 TO 5
10707	000	HSIP	SF 249 BILLINGS DISTRICT SIGNS	MULTIPLE			SAFETY	<1
10643	000	HSIP-CR	KING AVE & 48TH STREET - BLGS	KING AVE	16.500	0.200	SAFETY	1 TO 5
4199	004	NH	BBP-FIVE MILE RD TO US 87	BILLINGS BYPASS			RECONSTRUCTION	10 TO 15
8149	000	NH	LAVINA - SOUTH	MT-3	40.520	6.078	RECONSTRUCTION	>20

TranPlanMT 2025 Biennial Surveys: Reports Available Online

During odd years, MDT solicits public and stakeholder feedback through surveys as part of MDT's long-range transportation plan, TranPlanMT. In partnership with the University of Montana—Bureau of Business and Economic Research (BBER), survey responses are gathered anonymously from a statistical sample of public respondents statewide, as well as from MDT's valued transportation stakeholders. This important process helps MDT continue to plan, build and maintain a transportation system that serves Montanans and the general traveling public of our state.

After survey responses are collected, the results are compiled into two survey reports, Public Involvement and Stakeholder, and published on the TranPlanMT website. The 2025 survey reports are available online: mdt.mt.gov/tranplan/.



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- **By email:** leichenfels@mt.gov
- **By phone*:** 406-444-7614

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Montana Department of Transportation

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Inside this Issue: 2026-2030 STIP

To comment on the draft STIP or to request a copy of the STIP booklet, contact:

MDT Project Analysis Manager
 Phone: 406-444-7259
 TTY: 1-800-335-7592
 Fax: 406-444-7671
 Toll-Free: 1-800-714-7296
paujohnson@mt.gov

Or write to:

MDT Project Analysis Manager
 Asset Strategy Program
 Montana Department of Transportation
 PO Box 201001
 Helena, MT 59620-1001

Contact Information

Only the most frequently requested numbers are listed here. For an area or person not listed, call 800-714-7296 (in Montana only) or 406-444-3423. The TTY number is 800-335-7592.

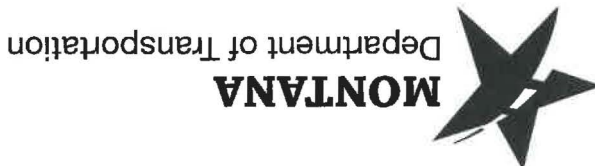
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Highway Traffic Safety-Kevin Dusko (kedusko@mt.gov)	406-444-7411
Map Orders- mdt.mt.gov/publications/maps.aspx	406-444-6119
Projects/Secondary Roads-Paul Johnson (paujohnson@mt.gov)..	406-444-7259
Road Data, GIS & Mapping-Brian Klapstein (bklapstein@mt.gov)	406-444-7289
Statewide & Urban Planning-Geoff Streeter (gstreeter@mt.gov)	406-444-9131
System Impact-LeRoy Wosoba (lwsoba@mt.gov)	406-444-9233
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Transit-Jennifer Andrews (jeandrews@mt.gov)	406-444-6100

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MDT's mission is to plan, build, operate, and maintain a safe and resilient transportation system to move Montana forward. Newsline is a quarterly publication of the Montana Department of Transportation, representing planning-related information and updates from across the department.

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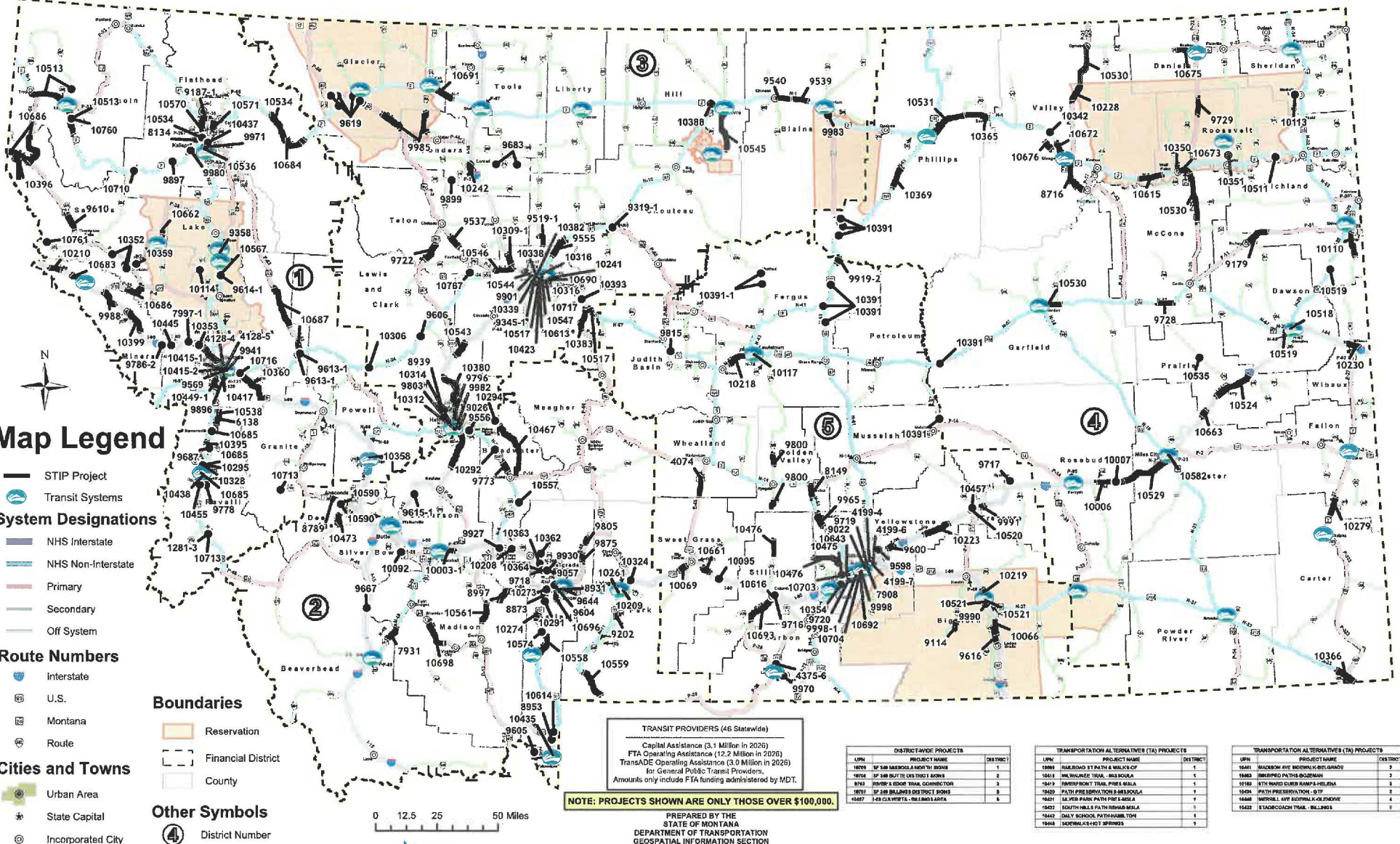


Department of Transportation

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Montana Department of Transportation Statewide Transportation Improvement Program - Major Projects FY 2026-2030



TRANSIT PROVIDERS (46 Statewide)
 Capital Assistance (3.1 Million in 2026)
 FTA Operating Assistance (12.2 Million in 2026)
 TransAIDE Operating Assistance (3.0 Million in 2026)
 for General Public Transit Providers.
 Amounts only include FTA funding administered by MDT.

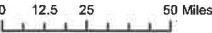
NOTE: PROJECTS SHOWN ARE ONLY THOSE OVER \$100,000.

PREPARED BY THE
 STATE OF MONTANA
 DEPARTMENT OF TRANSPORTATION
 GEOSPATIAL INFORMATION SECTION
 Created March 2026 using ArcGIS Pro 3.6.1, Esri.
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DISTRICT-WIDE PROJECTS		DISTRICT
10276	SP SAN RAFAEL AND HWY 20 BRIDGE	1
10282	SP SAN RAFAEL TO CRESTVIEW BRIDGE	2
10283	JONES'S BRIDGE TRAIL CONNECTION	3
10277	SP SAN RAFAEL'S DISTRICT BRIDGE	5
10287	SAN CLAYVILLE - BELMONT BRIDGE	6

TRANSPORTATION ALTERNATIVES (TA) PROJECTS		
LINE	PROJECT NAME	DISTRICT
10090	RAILROAD ST PATH & WALKER-CP	1
10011	HWY WALKER TRAIL - BELMONT	1
10013	TRAVELER TRAIL FREE BELLA	1
10020	PATH PRESERVATION - BELMONT	1
10021	SILVER PARK PATH PRESERVATION	1
10022	SOUTH HILLS PATH PRESERVATION	1
10023	DAILY SCHOOL PATHWAY	1
10024	SEVERALS HOT SPOTS	1

TRANSPORTATION ALTERNATIVES (TA) PROJECTS		
LINE	PROJECT NAME	DISTRICT
10001	WALKER AVE BELMONT-BELMONT	2
10002	SHIPPED PATH BELMONT	2
10003	STY WARD CROSS BELMONT-BELMONT	2
10004	PATH PRESERVATION - OTT	2
10005	WALKER AVE BELMONT-BELMONT	2
10006	STUDY CROSS BELMONT - BELMONT	2



May 5, 2026

HARDIN CITY COMMISSION
406 N CHEYENNE AVE
HARDIN MT 59034

Subject: 2026-2030 Draft Statewide Transportation Improvement Program

The Project Analysis Bureau of the Montana Department of Transportation (MDT) will soon publish the draft 2026-2030 Statewide Transportation Improvement Program (STIP), a list of transportation improvements planned for Montana during the next five years. Federal law requires MDT to present the draft STIP to the public and consider all comments.

In an effort to reduce costs, we are offering you the opportunity to review and comment on the draft STIP on-line. To view this document electronically, go to <http://www.mdt.mt.gov/pubinvolve/stip.shtml>.

If you would like a hard copy, simply write your name and address on the enclosed postage-paid card and mail it to us as soon as possible. We will be happy to send you the printed version. If you want us to remove your name from the notification list, check the "remove" box and fill in your address.

Please review the draft STIP and send us your comments, especially for projects in your area. If you send in your comments electronically, address them to paujohnson@mt.gov. The comment period runs through **June 10, 2026** - so be sure to submit any comments prior to that date, so we can consider them for the final document.

Once the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) approve the final STIP, we will notify you that copies are available. If you have any questions or comments, feel free to call me at (800) 714-7296 or (406) 444-7259.

Thank you for your assistance,



Paul Johnson, Manager
Project Analysis
Asset Strategy Program

Enclosure



CROW TRIBE EXECUTIVE BRANCH

Bacheeitché Avenue
P.O. Box 159
Crow Agency (Baaxuwuashé), Montana 59022

Frank White Clay
CHAIRMAN
Lawrence DeCrane
VICE-CHAIRMAN
Levi Black Eagle
SECRETARY
Channis D. Whiteman
VICE-SECRETARY

April 14, 2026

Greetings City and State Representatives,

In March of 1863, President Abraham Lincoln stated "And whereas it is the duty of nations as well as of men, to own their dependence upon the overruling power of God, to confess their sins and transgressions, in humble sorrow, yet with assured hope that genuine repentance will lead to mercy and pardon; and to recognize the sublime truth, announced in the Holy Scriptures and proven by all history, that those nations only are blessed whose GOD is The Lord."

With that being said, I, Frank White Clay, Crow Tribe Chairman, invite you to join me 3pm on Sunday, May 17, 2026 at Henrietta Park for an Apsaalooke Nation Day of Prayer and Re-Dedication of our land and nation back to GOD. We will begin promptly at 3pm with meal following.

The Apsaalooke in every generation have turned to their Maker in prayer; in adoration, in thanksgiving, in contrition and in supplication. Therefore, we acknowledge both our dependency on Almighty God and HIS help as individuals and as a Nation.

Prayer is and has always been a part of my daily life, at a very young age the importance of prayer was instilled in me by my grandfather, Pastor Phillip White Clay, as well as my mother, Rebecca Buffalo.

I am a great-great grandson of Nellie Pretty Eagle Stewart, a woman who traveled to Los Angeles Temple in California in the 1920's along with four members of the Apsaalooke for the behalf of our Crow people and upon their return great miracles and wonders spread like wildfire through these individuals across our Crow nation. During this time, there was great unity and synergy amongst our people. Today, I believe, the Apsaalooke Nation is standing at the threshold of great prosperity and development; therefore, obligatory prayer for guidance is imperative for the Oneness and Synergy our people desperately need to move forward in all that GOD has set before us.

For more information please contact Vernon White Clay, III, Spiritual Advisor 406-679-4950 or Kathleen WhiteClay, Intercessor Crow Nation 406-629-0555.

In closing I would like to share a passage from 2nd Corinthians chapter 13 verse 14 "The Grace of The Lord Jesus Christ, and The Love of GOD, and The Communion of The Holy Spirit, be with you all. Amen"

Dutifully,

Chairman Frank White Clay

Little Bighorn Days 2026
The 150th: Honoring the Land, Remembering the People



Friends of the Depot
PO Box 10
Hardin, MT 59034

May 11, 2026

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

RE: Little Bighorn Days 2026 Request for Event Approval, Street Closures, Parade Map Approval, Portable Restroom Request, Children's Bouncy House Approval

Hardin City Council,

The Little Bighorn Days Planning Committee is requesting the following.

1. Approval to Hold Event: The event is pending approval and is scheduled to take place on June 25, 26, and 27. The event will feature craft, product, and food vendors, games, a mini powwow, parades, live music, and a community dance.

2. Street Closures Request (Map Attached): The following are the dates and street closures requested:

Thursday, June 25th, 2026

- **1:00 PM through the rest of the day:** 200 Block of Center St
 - **All Day:** 200 Block of Center St

Friday, June 26th, 2026

- **10:30 am to 11:30 am (Parade):** 600 Block to 200 Block on Center St, 2 Blocks on 6th St W, West of Center St for Parade Line up

Saturday, June 27th, 2026

- **All Day:** 200 Block and 300 Block of Center St
- **10:30 am to 12:30 pm(parade):** Center St Blocks 200 - 800, 8th St W between Center and Crow Ave

We recognize that the State is responsible for the street closures on the 300 – 800 blocks of Center Avenue, and we are currently working through the process.

Little Bighorn Days 2026
The 150th: Honoring the Land, Remembering the People



3. Kids Parade Map Approval Request (map attached): Kids Parade Map approval request for Friday, June 26th, 2026: The parade participants will line up, map included. Parade line-up will begin at 10:30 AM, and the parade will begin at 11 AM. The parade duration is expected to be 30 to 45 minutes. The route will begin at the 600 Block of Center St and end at the 200 Block of Center St.

4. Family Parade Approval Request (map attached): The Family Parade Map approval request for Saturday, June 27th, 2026. The map is attached. Parade line-up will begin at 12:15 PM, and the parade will begin at 1:00 PM. The parade duration is expected to be 45 to 90 minutes. The route will begin at Railway St and Center St, and then a left to 8th St W to finish.

5. Portable Restroom Request (map attached): The Little Bighorn Days 2026 Committee would like to request 6 portable restrooms (2 handicapped) and 3 wash stations to be donated by the City of Hardin. We request that 2 portable restrooms be placed at the corner of 4th St and Center Ave, (next to Treasure Market), at 312 N. Center Ave, (empty lot next to IMEG) (still waiting on confirmation), and in the alley of 213 N Center Ave.

6. Children's Bouncy House Approval: A request to have a Children's Bouncy House attraction on Friday, June 26th, from 11:00 AM to 6:00 PM, and Saturday, June 27th, 2026, from 11:00 AM to 5:00 PM. A certificate of liability insurance will be provided by the owner of the Bouncy House. Friends of the Depot and the City of Hardin will be added as a named insurer.

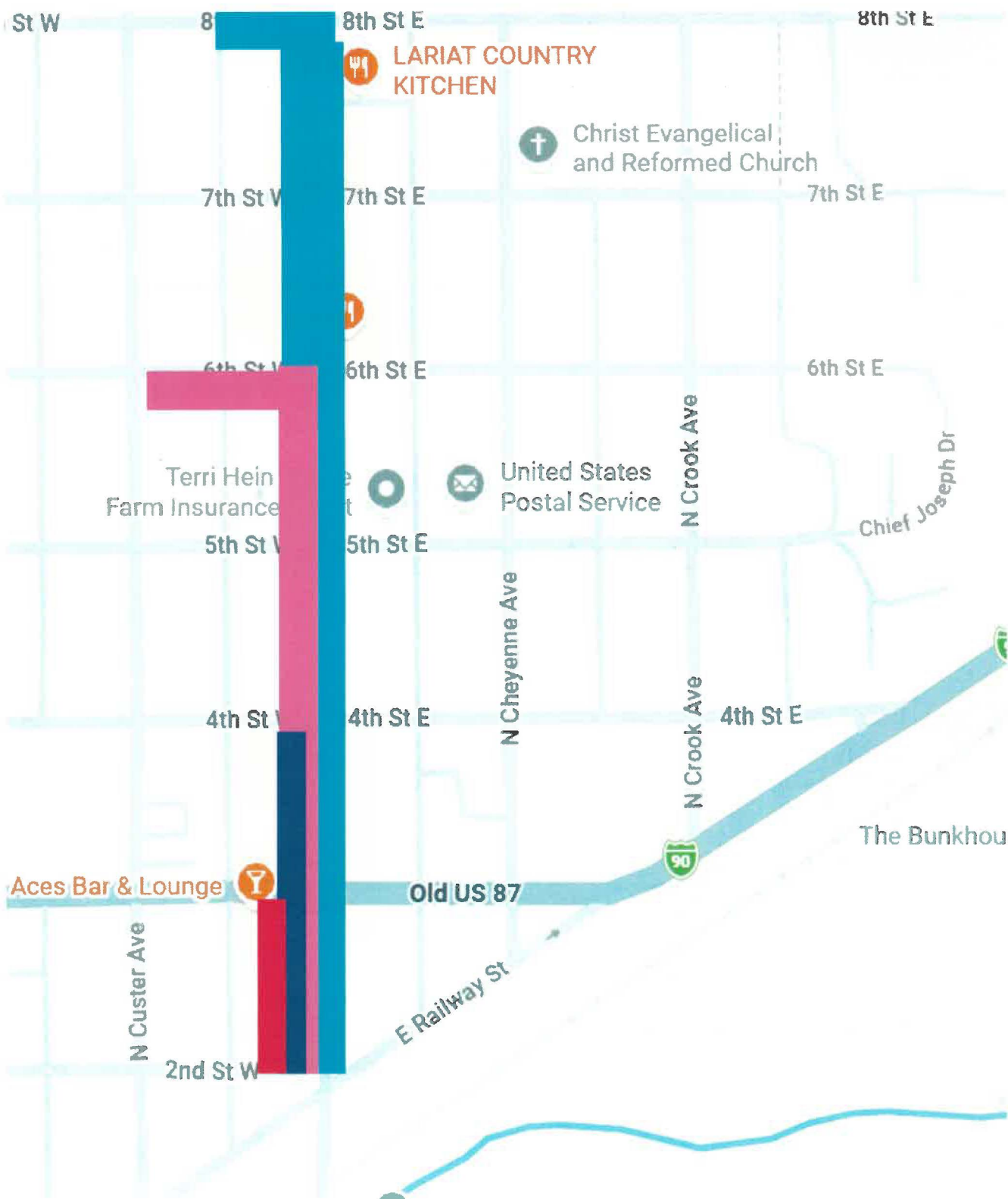
Additionally, we would like to request access to electricity in the Plaza during the event, as well as having the sprinklers in the Plaza turned off for the duration of the festivities.

We would also appreciate consideration for an increased police presence to help ensure the safety and comfort of all attendees throughout the weekend, as well.

Thank you,

Little Bighorn Days 2026 Committee
Friends of the Depot
friends of the depot.hardin@gmail.com

Alexandria Edwards
406-679-0028
Tori Chavez
Roni Sargent Gordon
Rhonda Lehr
Ashley Pitsch
Nadine Burke
Tina Toyne



Road Closure: Thursday, 6/25
 200 Block Center Ave
 1pm - Rest of Day

**Road Closure: Friday, 6/26
 and Saturday 6/27**
 200 - 300 Block Center Ave
 6am - Rest of Day

Temporary Closure
 Kids Parade - Friday, 6/26
 200 - 600 Block Center Ave, 2
 Blocks on 6th St W, West of
 Center St for Parade Line up
 10:30am - 11:30am

Temporary Closure
 Family Parade - Saturday, 6/27
 200 - 800 Block
 Center Ave, 8th St W between
 Center and Crow Ave

Hardin Visitors Center

Project Update & Evolution

cushingterrell.com



GOAL #1

DESIGN AN EXPERIENCE FOR BOTH THE LOCAL COMMUNITY & TOURISTS THAT ENCOURAGES EXPLORATION AND CURIOSITY



GOAL #2

CREATE COMMUNITY PRIDE AND REPATRONAGE



GOAL #3

CREATE A DESIGN THAT BUILDS UPON THE LOCAL LANDSCAPE, ECOLOGY, AND GEOLOGY



GOAL #4

CREATE A DESIGN THAT SERVES AS A FOUNDATION FOR STORYTELLING

GOAL # 5

CREATE SPACES THAT ARE EFFICIENT AND EXPAND ON FUTURE USES

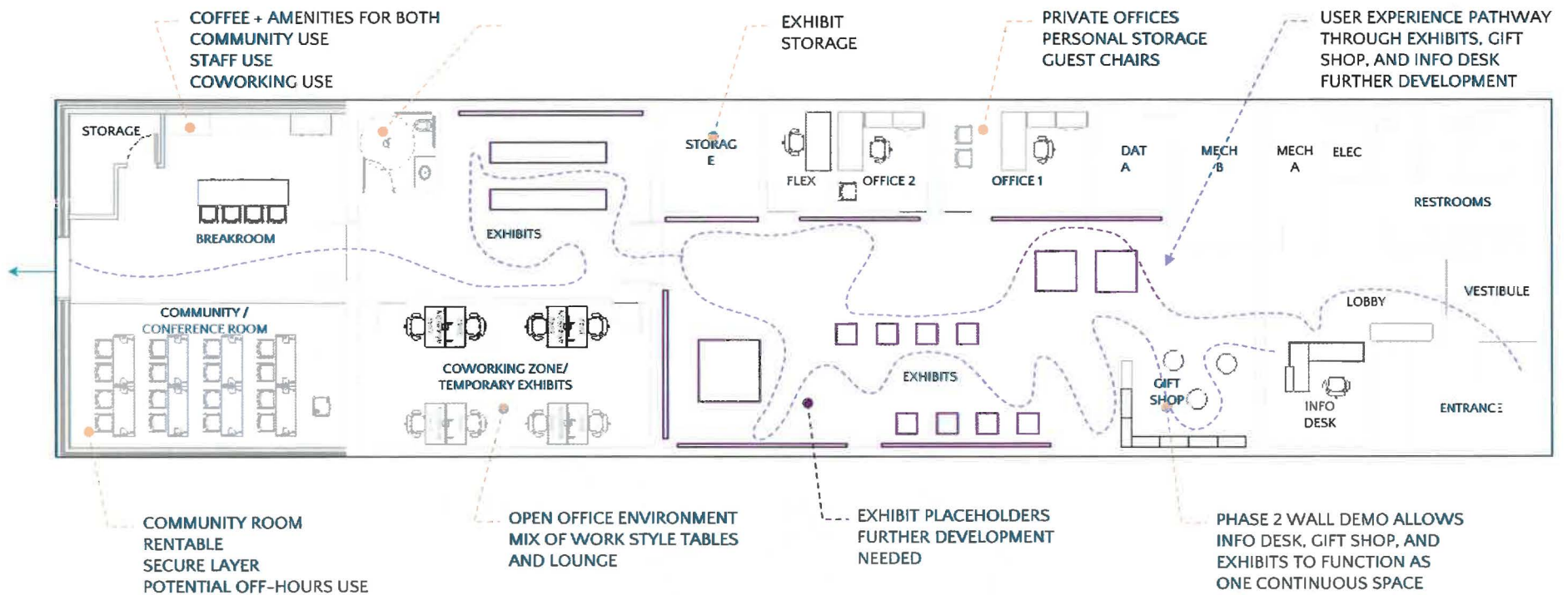
PROJECT GOALS



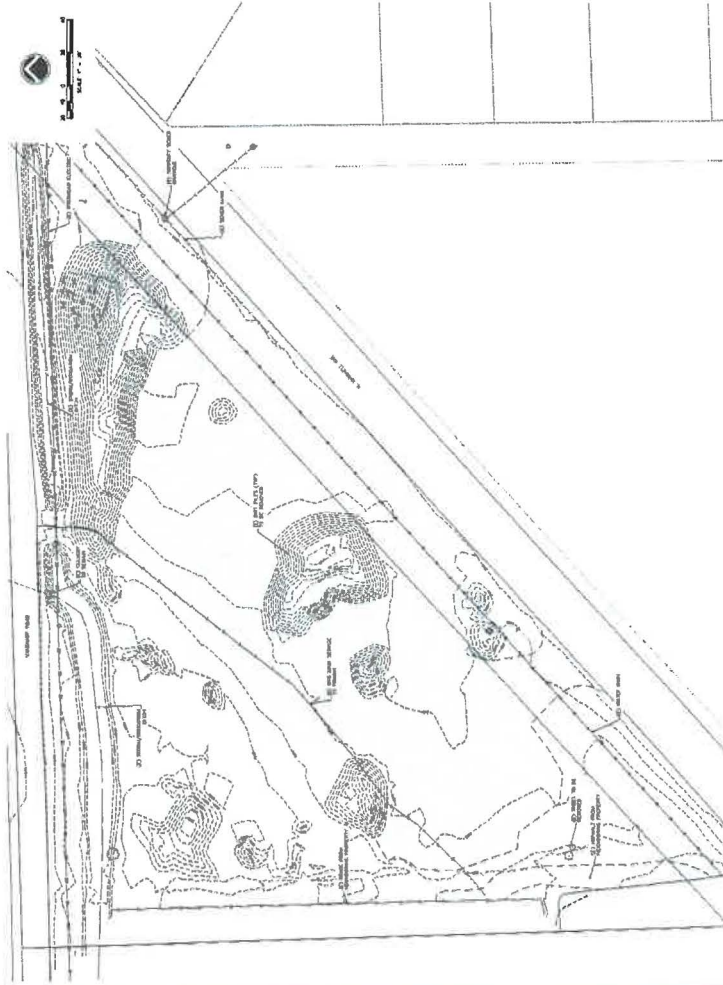
DESIGN HIGHLIGHTS

ACCESS TO PARKING FROM 2 SIDES
 PROVIDE SPACE FOR BOATS,
 TRAILERS, AND RVs IN NORTH EAST
 CORNER
 UTILIZE IRRIGATION DITCH ON NORTH
 END OF PROPERTY - INCORPORATE
 INTO DESIGN AND EDUCATION/
 THEMING
 CREATE MULTIPURPOSE
 EXPERIENTIAL EDUCATION AND
 COMMUNITY SPACE

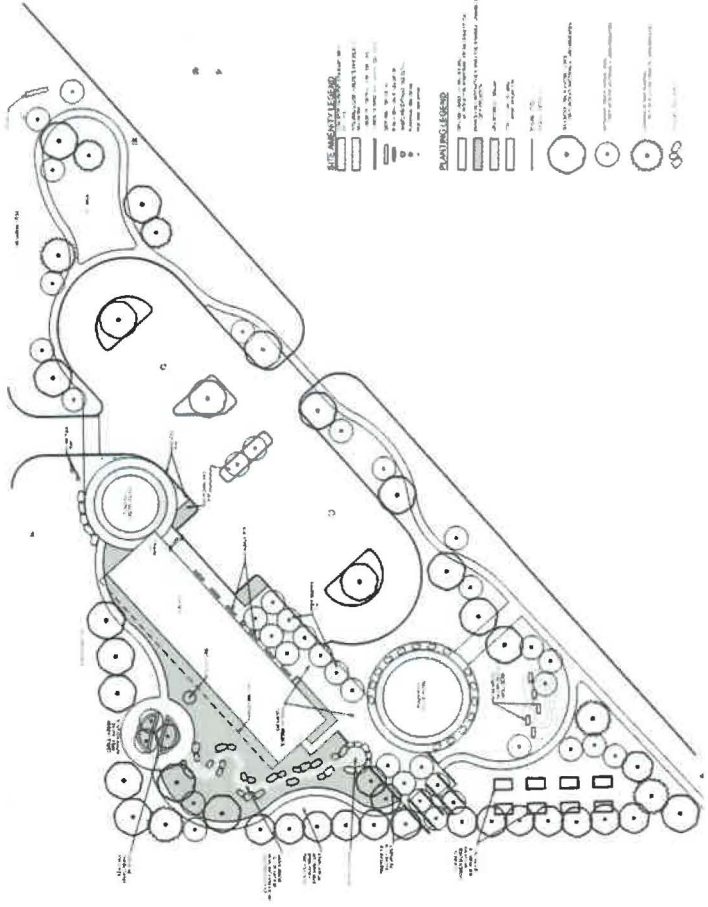
SITE DESIGN | Landscape Design Concept



DESIGN | Concept Furniture Plan SD



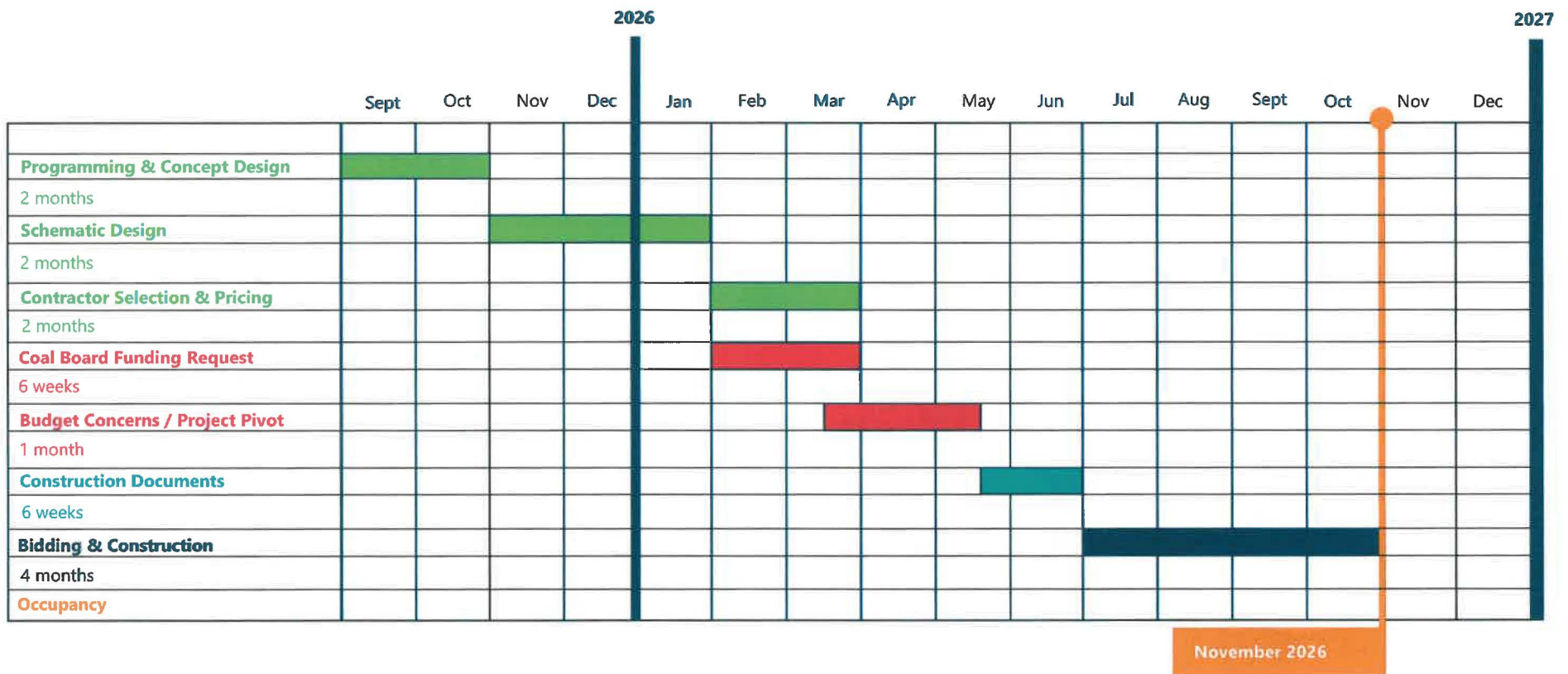
Existing Conditions



Concept Site Design

SITE DESIGN | Existing & Proposed

Schedule Overview



COST | HIGHLIGHTS

Year 1 = \$306,500

Ends May 30th, 2026

Year 2 = \$720,000

Starts June 1st, 2026

Total Project Budget = **\$1,026,500**

	Original Phase 1	Landscaping/Site
Construction Cost	\$712,880	\$799,522
Preliminary and Schematic Design <i>Full Site Master Plan</i>	\$82,300	\$82,300
Construction Documents <i>Phase 1 Only</i>	\$127,920	\$90,939
Other Costs/Contingency	\$132,460	*\$54,624
Total Project Cost	\$1,055,560	\$1,027,385

*Project Contingency is 3% (\$30,000)

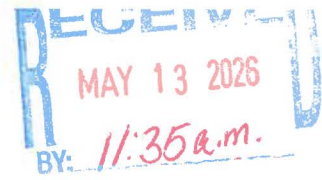
Cushing
Terrell

Thank You.

Hardin Visitors Center

cushingterrell.com

Cushing
Terrell / IMEG



To the Honorable Members of the Hardin City Council,

I am writing in support of updating the current cannabis ordinance in Hardin to allow for a third licensed cannabis dispensary within the commercially zoned areas of the city.

As the cannabis industry continues to mature across Montana, Hardin has an opportunity to support responsible economic growth while maintaining local oversight and community standards. Allowing an additional dispensary in appropriately zoned commercial areas would create several meaningful benefits for our community.

First, increasing the number of licensed dispensaries encourages healthy competition. Competition benefits consumers through improved pricing, better product selection, higher customer service standards, and increased accessibility for adult consumers and registered medical patients. A limited market can unintentionally restrict consumer choice and reduce incentives for businesses to innovate and improve.

Second, permitting a third dispensary would contribute positively to the local economy. A new business would generate additional tax revenue, licensing fees, employment opportunities, and commercial investment within Hardin. These revenues can support city infrastructure, public safety, and other community priorities without increasing the tax burden on residents.

Third, allowing another dispensary within existing commercial zoning areas maintains appropriate separation from residential neighborhoods while utilizing areas already designated for business activity. Commercial zoning is specifically intended to accommodate regulated retail businesses, and cannabis establishments operating under Montana law are legal, licensed, and subject to extensive compliance requirements.

In addition, expanding opportunities for locally owned cannabis businesses helps keep revenue circulating within the Hardin community rather than driving consumers to surrounding areas. Supporting responsible local entrepreneurship strengthens the city's long-term economic resilience and demonstrates that Hardin is open to fair and balanced business development.

I respectfully ask the City Council to consider amending the current ordinance to allow a third cannabis dispensary within commercially zoned areas of Hardin while continuing to uphold reasonable operational and public safety standards.

Thank you for your time, consideration, and continued service to the residents and businesses of Hardin.

Sincerely,

Hardin Resident

Cody Meeks

(406) 671-0833

RED LINE AMENDMENTS

ORDINANCE NO. 2021-02

AN ORDINANCE AMENDING THE HARDIN CITY CODE ZONING ORDINANCE REGARDING MEDICAL MARIJUANA, ADULT-USE MARIJUANA, AND OTHER MARIJUANA BUSINESSES

WHEREAS, the City Council (“Council”) of the City of Hardin (“City”) previously adopted Ordinance 2010-15, which amended the City Code of the City of Hardin allowing for Medical Marijuana Dispensaries within the city limits based upon the Medical Marijuana Act of 2004;

WHEREAS, the laws regulating Medical Marijuana have changed many times since 2004;

WHEREAS, on November 3, 2020, the voters of the State of Montana approved Constitutional Initiative 190, which legalized the possession and use of marijuana for recreational use by adults;

WHEREAS, the Montana Legislatures has approved HB 701, entitled “An Act Generally Revising Laws Related to the Regulation and Taxation of Marijuana,” and creating the Montana Marijuana Regulation and Taxation Act which alters CI-190 and numerous other laws related to medical marijuana adult-use recreational marijuana, and related marijuana businesses.

WHEREAS, the Council desires to repeal the previous zoning ordinances related to medical marijuana in order to craft new zoning ordinances that will comply with HB 701, and to consider medical marijuana, adult-use marijuana, and other marijuana related business zoning issues prior to the effective date of HB 701.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF HARDIN, MONTANA, Title 11, Chapter 1, Part 2, Section 5, and all the subsections are hereby amended. Portions underlined are to be inserted, and portions with strikethrough font are to be removed, as follows:

11-1-2-5: MEDICAL AND ADULT-USE MARIJUANA DISPENSARIES, AND OTHER MARIJUANA BUSINESSES:

11-1-2-5-1: FINDINGS:

The common council of the city of Hardin, Montana, adopts this section 11-1-2-5 based upon the following findings:

- A. The voters of the state of Montana approved initiative number 148, the Montana medical marijuana act in 2004;
- B. Chapter 46, title 50, Montana Code Annotated enables persons who are in need of marijuana for specified medical purposes to obtain and use it under limited, specified circumstances;
- C. As provided by chapter 2, title 76, and chapter 12, title 16 of the Montana Code Annotated, to protect the public health, safety, and welfare, it is the desire of the common council to modify the Hardin zoning ordinance to be consistent with chapter 46, title 50, Montana Code Annotated; and
- D. The state department of public health and human services has responsibility for certifying providers ~~caregivers~~ and qualifying patients for the use of marijuana.
- E. The voters of the state of Montana approved initiative number 190, the Montana Marijuana Regulation and Taxation Act in 2020, which legalized the recreational use of marijuana for adults 21 years of age, or older;

11-1-2-5-2: PURPOSE AND INTENT:

It is the purpose and intent of this section 11-1-2-5 to regulate the dispensing of medical and adult-use marijuana, and other Marijuana Businesses, in order to promote the health, safety, morals, and general welfare of the residents and businesses within the city of Hardin. It is neither the intent nor effect of this section 11-1-2-5 to prevent the use of marijuana (cannabis) or condone or legitimize its use.

11-1-2-5-3: DEFINITIONS:

~~CAREGIVER: An individual eighteen (18) years of age or older who has agreed to undertake responsibility for managing the well being of a person with respect to the medical use of marijuana.~~

CULTIVATOR: A person licensed to plant, cultivate, grow, harvest, and dry marijuana and to package and relabel marijuana produced at the location for sale at a licensed dispensary.

DISPENSARY: A licensed medical marijuana dispensary, or a licensed adult-use marijuana dispensary.

LICENSED: Means to have licensing from the Montana Department of Revenue (DOR) or the Montana Department of Public Health and Human Services

(DPHHS) for the intended marijuana activities including cultivation, transportation, manufacturing, testing, and dispensing.

MANUFACTURER: Means a person licensed to convert or compound marijuana into marijuana products, marijuana concentrates, or marijuana extracts and package, repack, label, or relabel marijuana products.

MARIJUANA: Means all plant material from the genus Cannabis containing tetrahydrocannabinol (THC) or seeds of the genus capable of germination. The term does not include hemp, or hemp products.

MARIJUANA BUSINESS: Means a cultivator, manufacturer, adult-use dispensary, medical marijuana dispensary, combined-use marijuana licensee, testing laboratory, marijuana transporter, or any other business or function that is licensed by the DOR or the DPHHS.

PROVIDER: Means a person licensed by the DPHHS to assist a registered cardholder as allowed under this part. The term does not include a cardholder's treating physician or referral physician.

PHYSICIAN: A person who is licensed under title 37, chapter 3, Montana Code Annotated.

QUALIFYING PATIENT: A person who has been diagnosed by a physician as having a debilitating medical condition.

REGISTERED CARDHOLDER: Means a Montana resident with a debilitating medical condition who has received and maintains a valid registry identification card.

REGISTRY IDENTIFICATION CARD: A document issued by the state department of public health and human services that identifies a person as a qualifying patient or caregiver.

TESTING LABORATORY: Means a qualified person, licensed by the DOR or DPHHS that provides testing of representative samples of marijuana and marijuana products and provides information regarding the chemical composition and potency of a sample, as well as the presence of molds, pesticides, or other contaminants in a sample.

11-1-2-5-4: APPLICATION:

- A. An application form for persons seeking to open and operate a ~~medical marijuana dispensary~~ Marijuana Business, in or within one mile of the municipal limits of the city of Hardin must obtain the application form from the city clerk's office. The completed application form along with the

required review fee must be submitted to the city-county planning board on or before the first day of the month at which it will appear on the planning board agenda.

- B. The planning board shall advertise and conduct a public hearing concerning the application and shall notify in writing all property owners of record within three hundred feet (300') of the location of the proposed medical marijuana dispensary.
- C. The application shall include the following information. Incomplete applications shall be grounds for denial of the application or of delay of review.
 - 1. A sketch or diagram showing the interior configuration of the premises, including a statement of the total floor area occupied by the ~~medical marijuana dispensary~~ Marijuana Business. The sketch or diagram need not be professionally prepared, but must be drawn to a designated scale drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches ($\pm 6''$);
 - 2. An accurate straight line drawing prepared within thirty (30) days prior to application depicting the building and the portion thereof to be occupied by the Marijuana Business ~~medical cannabis dispensary~~, and: a) the property line of any other Marijuana Business ~~medical cannabis dispensary~~; and b) the property lines of any public or private school or public park; include a list of names and addresses of all property owners of record owning property within three hundred feet (300') of the proposed location; and a copy of the geocode map of all property owners of record owning property within three hundred feet (300') of the proposed location provided by the DOR Montana department of revenue property assessment Big Horn office ~~or another similar government source~~;
 - 3. Location of where the marijuana (cannabis) is grown, which must be separate from the place it is dispensed. Growing areas are only allowed in ~~industrial and agricultural~~ zoning districts;
 - 4. Such other information as may be required by the planning board or city officials consistent with the purposes of this chapter and applicable law;
 - 5. Authorization for the city, its agents, or employees to seek verification of the information contained within the application;
 - 6. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information within the application is true;

7. Acceptance of the application does not in any way indicate final approval or granting thereof by the city.

11-1-2-5-5: APPLICATION REVIEW AND CITY ACTION:

- A. The city-county planning board shall make a written recommendation to the common council along with its findings. Final disposition of the application rests with the common council.
- B. Grounds for denial of application:
 1. The applicant failed to provide the information required herein;
 2. The applicant provided false, inaccurate, or otherwise misleading information;
 3. The Marijuana Business ~~medical cannabis dispensary~~ does not comply with zoning ordinances, or local standards; or
 4. The required application or renewal fees have not been paid.
- C. Zoning districts allowing Marijuana Business ~~medical marijuana~~ dispensaries:

A Agricultural

~~C Commercial~~ **C. Commercial**

I Industrial

- D. In those land use districts where a Marijuana Business ~~medical marijuana dispensary business~~ regulated by this section 11-1-2-5 would otherwise be a permitted use, it shall be unlawful to establish any such ~~dispensary~~ business if the location is:

Within one thousand (1,000) straight line feet of any type of school or public playground or within three hundred feet (300') of any residentially zoned area.

The distance from a school, public playground, or residentially zoned area shall be measured from the nearest point on the property line of the property for the proposed dispensary to the nearest point on the property line of the school, public playground, or residentially zoned area.

- E. The number of dispensaries permitted shall not exceed ~~two (2)~~ within or within one mile of the Municipal limits.

Three

- F. A Marijuana Business ~~medical marijuana dispensary business~~ is not and may not be approved as an accessory use to any other use permitted by this title nor as a home occupation.
- G. Cultivation is only allowed in land use districts zoned Agricultural, except for personal cultivation for personal use, as allowed by Montana Law.

11-1-2-5-6: OTHER REGULATIONS

- A. The application must acknowledge and grant authority for local law enforcement to inspect the premises of the Marijuana Business at any time to ensure compliance with any public health, safety, and welfare requirements established by the DOR, DPHHS, or the regulations of the local government.
- B. A Dispensary, whether licensed solely as a medical or adult-use Dispensary, or as a combined use marijuana licensee, may not operate between the hours of ~~6 p.m., and 8 a.m.~~
8 p.m. and 9 a.m.

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 7th day of September, 2021.

YEAS 4 NAYS 3

Mayor Voted YES

[Signature]
Mayor



ATTEST:
[Signature]
City Clerk

POSTED AND MADE AVAILABLE TO THE PUBLIC this 8th day of September, 2021.

Andrew Lehn
City Clerk

SECOND READING AND PASSAGE By a majority vote of the members present this 21ST day of September, 2021.

YEAS 4

NAYS 1



[Signature]
Mayor

ATTEST:

Andrew Lehn
City Clerk

**TIMECLOCK PLUS,
LLC**
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904



QUOTE # : Q059053

CONTRACT START DATE : 07/21/2026

CLIENT INFORMATION

Shipping Method:

Purchased for: City of Hardin
Bill To: City of Hardin

Contract Contact Name: Drew Lehr

Billing Address: 406 N Cheyenne Ave
Hardin, Montana 59034
United States

Contract Contact Email: cityfinance@hardinmt.com

Billing Contact Name: Drew Lehr

Billing Contact Email: cityfinance@hardinmt.com

Billing Contact Phone: 406-665-9260 Ext 102

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
MOBILE ANNUAL PLAN	\$5.34	30	RECURRING	\$160.20
ADVANCED OVERTIME ANNUAL PLAN	\$5.34	30	RECURRING	\$160.20
PROFESSIONAL EMPLOYEE LICENSE	\$66.76	42	RECURRING	\$2,803.92
HARDWARE SUPPORT & MAINTENANCE	\$624.15	1	RECURRING	\$624.15

SUBTOTAL	\$3,748.47
TAXES	\$0.00
GRAND TOTAL	\$3,748.47
CURRENCY	USD

QUOTE EXPIRATION DATE : 05/17/2026

SPECIAL TERMS: DISCOUNTED PRICING // PAID ANNUALLY
 Y1: EMPLOYEE LICENSE - \$2,803.92// HSM: \$624.15 // MOBILE LICENSE: \$160.20 // ADVANCED OVERTIME: \$160.20
 Y2: EMPLOYEE LICENSE - \$2,803.92// HSM: \$624.15 // MOBILE LICENSE: \$160.20 // ADVANCED OVERTIME: \$160.20
 Y3: EMPLOYEE LICENSE - \$2,803.92// HSM: \$624.15 // MOBILE LICENSE: \$160.20 // ADVANCED OVERTIME: \$160.20
 Y4: EMPLOYEE LICENSE - \$2,831.96// HSM: \$630.39 // MOBILE LICENSE: \$161.80 // ADVANCED OVERTIME: \$161.80
 Y5: EMPLOYEE LICENSE - \$2,860.28// HSM: \$636.70 // MOBILE LICENSE: \$163.42 // ADVANCED OVERTIME: \$163.42

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By: _____

By: _____

Name: Drew Lehr _____

Name: _____

Title: _____

Title: _____

Price Quote

Prepared May 15, 2026 | Expires May 29, 2026



One Easy-to-Use Platform for Everything HR

Investment Summary

Previous monthly cost	→	New monthly cost*	→	Difference
\$745.31		\$915.67		\$170.36

Previous annual cost	→	New annual cost*	→	Difference
\$8,943.72		\$10,988.04		\$2,044.32

Pre-discount total: \$12,126.00

Projected 12-Month Savings: \$1,137.96

Account

Account Name
City of Hardin

Prepared for:
Andrew Lehr
cityfinance@hardinmt.com

Prepared by:
Maite Cervantes
mcervantes@bamboohr.com

Estimated Activation Date:
May 15, 2026

Employee Count:
47

* Monthly fees are based on the number of active employees

** Plus sales tax if applicable

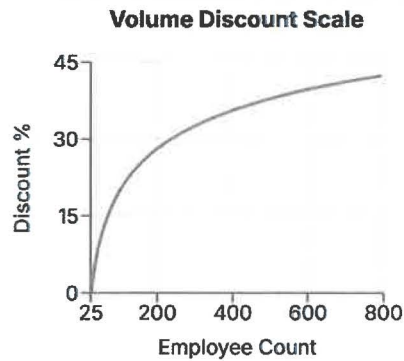
See the following pages for line item breakdown of services.

Monthly

Product	PEPM List Price	Effective PEPM	Quantity	Months	Volume Discount	Total (USD)
HR						
Pro	\$17.50	\$15.86	47	1	9.39%	\$745.31*
Time Tracking	\$4.00	\$3.62	47	1	9.39%	\$170.36*
Estimated Total Monthly Cost						\$915.67

* This is your monthly/extended term price based on the quoted headcount and products. This price reflects the minimum you will be billed for the employee headcount quoted above until that number is exceeded. If your total employee count increases, so will your total monthly cost.

** Applicable sales tax may be added.



Volume discounts are automatically applied based on employee count. The graph above shows estimated savings at different employee counts.

Monthly Costs

Pro	\$822.50
Time Tracking	\$188.00
Monthly List Price	\$1,010.50
<i>Effective Total Discount</i>	<i>(9.38%) (\$94.83)</i>
Total Cost Per Month	\$915.67

Due at Activation

(Monthly products prorated for (23/31) days)

Time Tracking (Prorated)	\$126.40
Total Due at Activation**	\$126.40

Monthly Comparison

Product	New	Previous	Difference
HR			
Pro	\$745.31	\$745.31	\$0.00
Time Tracking	\$170.36		\$170.36
Monthly Total	\$915.67	\$745.31	\$170.36

Additional HRIS services not included in this quote:

Background Checks

I-9 & E-Verify for US based Employees

Consulting Services

Managed Payroll Services for US based Employees

LinkedIn Premium Job Ads

Pro Includes:

- Employee Records
- Company Directory & Org Chart
- Document Storage - 20 GB + 500 MB per active employee
- Applicant Tracking System - 25 Job Openings
- Standard & Custom Reporting & Analytics
- Custom Access Levels
- Custom Email Alerts
- Custom Tabs & Fields
- Time-Off Management
- Training Tracking
- Benefits Tracking
- Company Calendar
- Mobile App
- Onboarding/Offboarding
- eSignatures
- Company Branding
- Audit Trail
- Access to the VirgilHR platform
- Access to the Partner Marketplace
- Open API
- Performance Management
- Total Rewards
- Employee Community
- Advanced Reporting
- Employee Wellbeing
- Employee Satisfaction with eNPS
- 15 Compliance Training courses (Powered by EasyLlama)

Add-ons: BambooHR Time Tracking, Payroll, and Benefits Administration may be purchased as add-on products. Benefits Administration and Payroll are currently available for US-based employees only.

Time Tracking Includes:

- Daily Time Entry
- Employee Timesheets
- Automatic Reminders
- Approval Workflow
- Automatic Overtime Calculations
- Report for Payroll

BambooHR will not do custom programming efforts or any development work with the BambooHR API in integrating with external systems. Utilization of the BambooHR API is completed by the customer with technical support available via email. Maintenance of integrated external systems is the sole responsibility of the client. The enablement of BambooHR Marketplace partners is also the responsibility of the client.

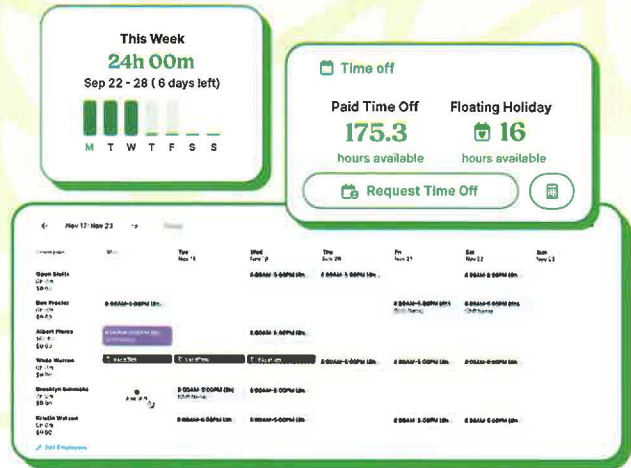
Things you need to know in connection with this Order Form:

1. Prices above represent the number of active employees you have indicated will be added to BambooHR when fully implemented. You will be billed for the employee headcount above until that number is exceeded. Should your number of employees change after your designated headcount is exceeded, or subscribe to additional services, your prices may change.
2. Payment for services, including implementation, are due immediately upon acceptance of this Order Form. Core/Pro/Elite and add-ons monthly per employee rates or monthly flat rate subscriptions will automatically renew for successive renewal terms per Section 5.1 of the Terms of Service or until terminated (See Sections 2.3 & 2.4 of the Terms of Service).
3. HR pricing is dependent on the number of employees using each product. If you are an Extended Term Customer, you acknowledge and agree that the Per-Employee-Per-Month ("PEPM") identified on Order Form is the minimum PEPM you will be billed for the duration of your subscription term, regardless of actual usage or any reduction in the number of active users. Please see Section 5.6 of the Terms of Service for more details regarding minimum PEPM. If you are a month to month customer, in months where 25 or fewer employees you will be charged a flat monthly rate of \$425.00.
4. Time & Attendance pricing is dependent on the number of employees using Time & Attendance. In months where there are 3 or fewer employees using Time & Attendance, a flat rate of \$12.00 will be charged to your account.
5. BambooHR's services are governed by our Terms of Service found at <https://www.bamboohr.com/legal/terms-of-service>; payroll services are governed by our Payroll Services Agreement found at <https://www.bamboohr.com/legal/payroll-services-agreement>. Both agreements are formally accepted in the product.
6. Please contact your BambooHR sales representative with any questions or changes, or you may contact customer support at 801-724-6600.

BambooHR | 42 Future Way | Draper | Utah | 84020



BambooHR® Time & Attendance



Keep every hour accurate, consistent,
and connected



SIMPLE TIME APPROVALS



NO DOUBLE DATA ENTRY



TRACK TIME ANYWHERE



MORE TIME TO RUN YOUR BUSINESS

FLEXIBLE TIME TRACKING FOR EVERY TEAM

Employees track time from web, mobile, physical time clocks, or a shared kiosk—giving your team the flexibility they need while keeping hours accurate and secure.

STAY COMPLIANT WITHOUT THE EXTRA WORK

Built-in overtime calculations, meal and rest break tracking, and consistent time rules help reduce risk, and streamlined reporting makes it easy to spot issues and stay compliant.

MANAGE TIME OFF EFFECTIVELY

Simplify requests and approvals, customize policies to fit your team, stay informed with a clear view of who's out, and give employees real-time access to PTO balances. Plus, manage it all from anywhere.

BUILD SCHEDULES THAT ACTUALLY WORK

Create schedules based on real availability and time-off data so you can avoid coverage gaps, manage overtime, and adapt as your team grows.

EASY REVIEW & APPROVAL

Review and approve timesheets with just a few clicks and stay up to date with automatic reminders.

KEEP PAYROLL RUNNING SMOOTHLY

For US customers using BambooHR® Payroll, approved hours—including PTO, sick leave, and holiday pay—sync automatically to payroll.



“A big focus in manufacturing is monitoring direct labor costs. Before BambooHR®, we didn’t have a good tool to export that data in real time. Being able to see who’s logged in or not may seem small, but it’s been hugely powerful for our business. We’ve been able to shave almost 7% off our direct labor costs, which adds up to well over \$1M. That transparent data is real money we’ve been able to reinvest back into the business.”

Uriah Hansen | Director of Human Resources Continental | Manufacturing Chemist



HUB

City of Hardin

Presented By

Dante Olson

April 30, 2026

MEDICAL - Effective Date: 7/1/2026		Current	
Plan Slot	1	2	
Carrier	Unknown	Unknown	
Plan Name	1500 Ded 80/20 2000	4500 HDHP 100/0	
Plan Type	PPO	PPO / HSA	
Funding Type	Fully Insured	Fully Insured	
Network	-	-	
Metallic Level	-	-	
Referrals Required	No	No	
In Network			
Deductible Single	\$1,500	\$4,500	
Deductible Family	\$3,000	\$9,000	
Deductible Type	Embedded	Embedded	
Coinsurance	80%	100%	
OOP Max Single	\$2,000	\$4,500	
OOP Max Family	4000	9000	
Inpatient Facility	-	-	
Outpatient Surgery	-	-	
Copays			
Office Copay	80%, no deductible applies	Deductible and Coinsurance	
Specialist	80%, no deductible applies	Deductible and Coinsurance	
Urgent Care	80% after deductible	Deductible and Coinsurance	
ER	80% after deductible	Deductible and Coinsurance	
Other Services			
Diagnostic Lab / X-Ray	- / -	- / -	
MRI & CT Scan	-	-	
Telemedicine	-	-	
RX			
Rx Deductible	50	-	
Family Rx Deductible	-	-	
Rx Tiers	\$0. no deductible applies / \$0. no deductible applies / Greater of 30% or \$20 (retail) / Greater of 30% or \$40 (mail order) / Greater of 40% or \$40 (retail) / Greater of 40% or \$80 (mail order)	Deductible and Coinsurance / Deductible and Coinsurance / Deductible and Coinsurance / Deductible and Coinsurance	
Enrollment			
Employee Only	6	5	
Employee Spouse	5	2	
Employee Child(ren)	2	1	
Family	0	1	
Monthly Premiums			
Employee Only	\$1,515.50	\$1,257.31	
Employee Spouse	\$3,013.75	\$2,504.23	
Employee Child(ren)	\$2,732.37	\$2,271.85	
Family	\$4,230.97	\$3,517.54	
Monthly Premium Per Plan	\$29,626.49	\$17,084.40	
Change From Current	---	---	
Annual Premium Per Plan	\$355,517.88	\$205,012.80	
Change From Current	---	---	
Annual Premium Per Option		\$560,530.68	
Change From Current		---	

MEDICAL - Effective Date: 7/1/2026		Renewal	
Plan Slot	1	2	
Carrier	Unknown	Unknown	
Plan Name	1500 Ded 80/20 2000	4500 HDHP 100/0	
Plan Type	PPO	PPO / HSA	
Funding Type	Fully Insured	Fully Insured	
Network	-	-	
Metallic Level	-	-	
Referrals Required	No	No	
In Network			
Deductible Single	\$1,500	\$4,500	
Deductible Family	\$3,000	\$9,000	
Deductible Type	Embedded	Embedded	
Coinsurance	80%	100%	
OOP Max Single	\$2,000	\$4,500	
OOP Max Family	4000	9000	
Inpatient Facility	-	-	
Outpatient Surgery	-	-	
Copays			
Office Copay	80%, no deductible applies	Deductible and Coinsurance	
Specialist	80%, no deductible applies	Deductible and Coinsurance	
Urgent Care	80% after deductible	Deductible and Coinsurance	
ER	80% after deductible	Deductible and Coinsurance	
Other Services			
Diagnostic Lab / X-Ray	- / -	- / -	
MRI & CT Scan	-	-	
Telemedicine	-	-	
RX			
Rx Deductible	50	-	
Family Rx Deductible	-	-	
Rx Tiers	\$0, no deductible applies / \$0, no deductible applies / Greater of 30% or \$20 (retail) / Greater of 30% or \$40 (mail order) / Greater of 40% or \$40 (retail) / Greater of 40% or \$80 (mail order)	Deductible and Coinsurance / Deductible and Coinsurance / Deductible and Coinsurance / Deductible and Coinsurance / Deductible and Coinsurance	
Enrollment			
Employee Only	6	5	
Employee Spouse	5	2	
Employee Child(ren)	2	1	
Family	0	1	
Monthly Premiums			
Employee Only	\$1,635.00	\$1,357.00	
Employee Spouse	\$3,252.00	\$2,702.00	
Employee Child(ren)	\$2,948.00	\$2,451.00	
Family	\$4,565.00	\$3,795.00	
Monthly Premium Per Plan	\$31,966.00	\$18,435.00	
Change From Current	\$2,339.51 (7.90%)	\$1,350.60 (7.91%)	
Annual Premium Per Plan	\$383,592.00	\$221,220.00	
Change From Current	\$28,074.12 (7.90%)	\$16,207.20 (7.91%)	
Annual Premium Per Option	\$604,812.00		
Change From Current	\$44,281.32 (7.90%)		

MEDICAL - Effective Date: 7/1/2026	BCBS of MT Closest Matched	
Plan Slot	1	2
Carrier	Blue Cross and Blue Shield of Montana	Blue Cross and Blue Shield of Montana
Plan Name	<u>Blue Preferred Platinum PPOS101</u> (P910PFR)	<u>Blue Preferred Gold PPOS123</u> (G936PFR)
Plan Type	PPO	PPO / HSA
Funding Type	Fully Insured	Fully Insured
Network	BLUE PREFERRED PPO (PPO)	BLUE PREFERRED PPO (PPO)
Metallic Level	Platinum	Gold
Referrals Required	No	No
In Network		
Deductible Single	\$850	\$4,550
Deductible Family	\$1,700	\$9,100
Deductible Type	-	-
Coinsurance	80%	100%
OOP Max Single	\$1,600	\$4,550
OOP Max Family	\$3,200	\$9,100
Inpatient Facility	80% after deductible	100% after deductible
Outpatient Surgery	80% after deductible	100% after deductible
Copays		
Office Copay	\$30	100% after deductible
Specialist	\$55	100% after deductible
Urgent Care	\$50	100% after deductible
ER	\$350	100% after deductible
Other Services		
Diagnostic Lab / X-Ray	80% after deductible / 80% after deductible	100% after deductible / 100% after deductible
MRI & CT Scan	80% after deductible	100% after deductible
Telemedicine	Not Covered	Not Covered
RX		
Rx Deductible	\$0	\$0
Family Rx Deductible	\$0	\$0
Rx Tiers	\$20 / Tier-2: \$30 / Not Applicable / \$50 / Tier-2: \$70 / \$75 / Tier-2: \$95 / \$250	100% after deductible / Not Applicable / 100% after deductible / 100% after deductible
Enrollment		
Employee Only	6	5
Employee Spouse	5	2
Employee Child(ren)	2	1
Family	0	1
Monthly Premiums		
Employee Only	\$1,396.58	\$1,142.26
Employee Spouse	\$2,793.17	\$2,284.53
Employee Child(ren)	\$2,932.83	\$2,398.75
Family	\$4,329.41	\$3,541.01
Monthly Premium Per Plan	\$28,210.99	\$16,220.12
Change From Current	-\$1,415.50 (-4.78%)	-\$864.28 (-5.06%)
Annual Premium Per Plan	\$338,531.88	\$194,641.44
Change From Current	-\$16,986.00 (-4.78%)	-\$10,371.36 (-5.06%)
Annual Premium Per Option	\$533,173.32	
Change From Current	-\$27,357.36 (-4.88%)	

MEDICAL - Effective Date: 7/1/2026	BCBS Higher Ded	
Plan Slot	1	2
Carrier	Blue Cross and Blue Shield of Montana	Blue Cross and Blue Shield of Montana
Plan Name	<u>Blue Preferred Gold PPOSM 110</u> (G933PFR)	<u>Blue Preferred Silver PPOSM 122</u> (S933PFR)
Plan Type	PPO	PPO / HSA
Funding Type	Fully Insured	Fully Insured
Network	BLUE PREFERRED PPO (PPO)	BLUE PREFERRED PPO (PPO)
Metallic Level	Gold	Silver
Referrals Required	No	No
In Network		
Deductible Single	\$2,100	\$5,500
Deductible Family	\$4,200	\$11,000
Deductible Type	-	-
Coinsurance	80%	100%
OOP Max Single	\$6,850	\$5,500
OOP Max Family	\$13,700	\$11,000
Inpatient Facility	80% after deductible	100% after deductible
Outpatient Surgery	80% after deductible	100% after deductible
Copays		
Office Copay	\$40	100% after deductible
Specialist	\$75	100% after deductible
Urgent Care	\$50	100% after deductible
ER	\$400	100% after deductible
Other Services		
Diagnostic Lab / X-Ray	80% after deductible / 80% after deductible	100% after deductible / 100% after deductible
MRI & CT Scan	80% after deductible	100% after deductible
Telemedicine	Not Covered	Not Covered
RX		
Rx Deductible	\$0	\$0
Family Rx Deductible	\$0	\$0
Rx Tiers	\$5 / Tier-2: \$15 / Not Applicable / \$50 / Tier-2: \$70 / \$100 / Tier-2: \$120 / \$250	100% after deductible / Not Applicable / 100% after deductible / 100% after deductible
Enrollment		
Employee Only	6	5
Employee Spouse	5	2
Employee Child(ren)	2	1
Family	0	1
Monthly Premiums		
Employee Only	\$1,182.63	\$1,053.97
Employee Spouse	\$2,365.26	\$2,107.94
Employee Child(ren)	\$2,483.52	\$2,213.33
Family	\$3,666.15	\$3,267.30
Monthly Premium Per Plan	\$23,889.12	\$14,966.36
Change From Current	-\$5,737.37 (-19.37%)	-\$2,118.04 (-12.40%)
Annual Premium Per Plan	\$286,669.44	\$179,596.32
Change From Current	-\$68,848.44 (-19.37%)	-\$25,416.48 (-12.40%)
Annual Premium Per Option	\$466,265.76	
Change From Current	-\$94,264.92 (-16.82%)	

MEDICAL - Effective Date: 7/1/2026	Pacific Source Closest Matched	
Plan Slot	1	2
Carrier	PacificSource Health Plans	PacificSource Health Plans
Plan Name	<u>Navigator Platinum 500</u>	<u>Navigator Gold HSA 3400</u>
Plan Type	PPO	PPO / HSA
Funding Type	Fully Insured	Fully Insured
Network	NAVIGATOR	NAVIGATOR
Metallic Level	Platinum	Gold
Referrals Required	No	No
In Network		
Deductible Single	\$500	\$3,400
Deductible Family	\$1,000	\$6,800
Deductible Type	Embedded	Embedded
Coinsurance	80%	100%
OOP Max Single	\$3,000	\$3,400
OOP Max Family	\$6,000	\$6,800
Inpatient Facility	80% after deductible	100% after deductible
Outpatient Surgery	80% after deductible	100% after deductible
Copays		
Office Copay	\$10	100% after deductible
Specialist	\$20	100% after deductible
Urgent Care	\$10	100% after deductible
ER	\$250 plus 80% after deductible	100% after deductible
Other Services		
Diagnostic Lab / X-Ray	80% after deductible / 80% after deductible	100% after deductible / 100% after deductible
MRI & CT Scan	80% after deductible	100% after deductible
Telemedicine	Not Covered	Not Covered
RX		
Rx Deductible	\$0	Included in Medical
Family Rx Deductible	\$0	Included in Medical
Rx Tiers	\$5 per script / Not Applicable / \$15 per script / \$50 per script / \$250 per script	100% after deductible / Not Applicable / 100% after deductible / 100% after deductible
Enrollment		
Employee Only	6	5
Employee Spouse	5	2
Employee Child(ren)	2	1
Family	0	1
Monthly Premiums		
Employee Only	\$1,431.77	\$1,083.11
Employee Spouse	\$2,863.55	\$2,166.22
Employee Child(ren)	\$3,006.72	\$2,274.53
Family	\$4,438.50	\$3,357.64
Monthly Premium Per Plan	\$28,921.81	\$15,380.16
Change From Current	-\$704.68 (-2.38%)	-\$1,704.24 (-9.98%)
Annual Premium Per Plan	\$347,061.72	\$184,561.92
Change From Current	-\$8,456.16 (-2.38%)	-\$20,450.88 (-9.98%)
Annual Premium Per Option	\$531,623.64	
Change From Current	-\$28,907.04 (-5.16%)	

MEDICAL - Effective Date: 7/1/2026		PacificSource Higher Ded	
Plan Slot	1	2	
Carrier	PacificSource Health Plans	PacificSource Health Plans	
Plan Name	<u>Navigator Gold 1000</u>	<u>Navigator Silver HSA 6000</u>	
Plan Type	PPO	PPO / HSA	
Funding Type	Fully Insured	Fully Insured	
Network	NAVIGATOR	NAVIGATOR	
Metallic Level	Gold	Silver	
Referrals Required	No	No	
In Network			
Deductible Single	\$1,000	\$6,000	
Deductible Family	\$2,000	\$12,000	
Deductible Type	Embedded	Embedded	
Coinsurance	70%	100%	
OOP Max Single	\$6,000	\$6,000	
OOP Max Family	\$12,000	\$12,000	
Inpatient Facility	70% after deductible	100% after deductible	
Outpatient Surgery	70% after deductible	100% after deductible	
Copays			
Office Copay	\$30	100% after deductible	
Specialist	\$60	100% after deductible	
Urgent Care	\$30	100% after deductible	
ER	\$250 plus 70% after deductible	100% after deductible	
Other Services			
Diagnostic Lab / X-Ray	70% after deductible / 70% after deductible	100% after deductible / 100% after deductible	
MRI & CT Scan	70% after deductible	100% after deductible	
Telemedicine	Not Covered	Not Covered	
RX			
Rx Deductible	\$0	Included in Medical	
Family Rx Deductible	\$0	Included in Medical	
Rx Tiers	\$10 per script / Not Applicable / \$35 per script / \$60 per script / \$250 per script	100% after deductible / Not Applicable / 100% after deductible / 100% after deductible	
Enrollment			
Employee Only	6	5	
Employee Spouse	5	2	
Employee Child(ren)	2	1	
Family	0	1	
Monthly Premiums			
Employee Only	\$1,255.12	\$922.85	
Employee Spouse	\$2,510.23	\$1,845.70	
Employee Child(ren)	\$2,635.74	\$1,937.98	
Family	\$3,890.86	\$2,860.83	
Monthly Premium Per Plan	\$25,353.35	\$13,104.46	
Change From Current	-\$4,273.14 (-14.42%)	-\$3,979.94 (-23.30%)	
Annual Premium Per Plan	\$304,240.20	\$157,253.52	
Change From Current	-\$51,277.68 (-14.42%)	-\$47,759.28 (-23.30%)	
Annual Premium Per Option	\$461,493.72		
Change From Current	-\$99,036.96 (-17.67%)		

RE: Quick Note

From Olson, Dante <dante.olson@hubinternational.com>

Date Mon 5/4/2026 3:59 PM

To City Finance <cityfinance@hardinmt.com>

Cc Cool, Abigail <abigail.cool@hubinternational.com>

 1 attachment (530 KB)

2026 Updated City of Hardin Proposal (2).pdf;

Drew, I hope you are doing great, and thank you for your patience. We quoted several more Blue Cross Blue Shield of MT plans, and several Pacific Source Plans. These are all Fully insured, not level funded. We can help with Self-funding if you would like, but based on our conversations wanted to get you these rates.

Also- we have been working with JPT on the plan that would help get us rates in the middle of the two you currently have, and still be very strong for your employees. Please see below. This is customizable, so we can make more tweaks and changes if you would like, but we wanted to get this in front of you 😊

Please don't hesitate to reach out with any questions 😊

Thanks,

Dante

Current Traditional: \$1,500/\$3,000 Deductible; 80%/20%; additional \$500 OOP after deductible (\$2,000 total)

Proposed Plan - \$2,000/\$4,000 Deductible; 80%/20%; \$1,000 additional OOP after deductible (\$3,000 total)

Here would be the rates for that new plan:

Employee-only	\$1,498
Emp/Spouse	\$2,979
Emp/Ch	\$2,700
Fam	\$4,182
Medicare Ret	\$ 989
Medicare 2	\$2,053
1>1<65	\$2,363



Client Name:		City of Hardin	
Effective Date:		Effective Date 07/01/2026	
Marketing Intent			
1) Seeking to establish the competitiveness of the current and/or renewal rates 2) Researching the cost to potentially add a new line of coverage 3) Exploring the cost to potentially enhance benefits			
Broker Commission(s) Quoted		3C	Carrier Notes
Lincoln	Dental & Vision: Flat 10% Basic Life: Flat 15% Worksite: Flat 20%	Yes	1) The proposed rates are contingent upon a package sale. An adjustment to the rates may be necessary if coverage is split. 2) This proposal assumes a Lincoln Financial approved InsurTech partner will support enrollment events & ongoing administration. 3) This proposal assumes mandatory enrollment conditions and must have 60% participation in the employer's medical plan. 4) The initial participation requirement to install the Supplemental Health products will be waived assuming no less than 5 lives are enrolled per product. Future enrollments will require the greater of the participation requirement outlined in this proposal or 5 enrolled lives per product. 5) <u>Dental</u> : Please be advised that Lincoln Financial Group requires a minimum of five (5) Employees electing a tier of Employee + Child or Employee + Family in order to provide Child Ortho. 6) <u>Worksite</u> : The employer must choose a single option when selecting Lincoln Financial. Multiple options are not available for purchase. 7) Did not provide a Vol Life/AD&D proposal.
MetLife	Dental & Vision: Flat 10% Basic & Vol Life: Flat 15% Worksite: Flat 20%	Yes	1) Included slipsheets for Pet Insurance, Legal, and Aura as easy add -on options designed to be low administration and high value: * Aura option included: ER paid U100 option 2) Voluntary benefits require at least one core line of coverage
Mutual of Omaha	Dental & Vision: Flat 10% Vol Life: Flat 15% Worksite: Flat 20%	Yes	1) Please note we did not quote ER Paid Life as it is in-force with us. 2) Additional Value Adds – EAP, Beneficiary Assistance, Travel Assistance, ID Theft Recovery Service. 3) This client is a PUBLIC BID - so we have responded to a similar RFP for 2 other brokers in MT.
Principal	Dental & Vision: Flat 10% Basic Life: Graded Vol Life & Worksite: Flat 15%	Yes	1) An EAP is included at no additional cost when the client purchases DI. 2) GI - For groups under 5 lives there is not a Guarantee Issue on the Basic Life/AD&D, Voluntary Life/AD&D, STD, or LTD. 3) Paperless implementation is required. 4) Travel assistance, Will Prep, and ID Theft included.
Reliance Matrix	Dental & Vision: Flat 10% Basic & Vol Life: Flat 15% Worksite: Flat 20%	Yes	For AI, CI, and HI, we only need 5 enrolled.

City of Hardin	Current	Option 1	Option 2	Option 3	Option 4	Option 5
Annual Cost Summary	Full Cost	Full Cost	Full Cost	Full Cost	Full Cost	Full Cost
Dental	Joint Powers Trust	Lincoln	MetLife	Mutual of Omaha	Principal	Reliance
Dental Sub-Total	\$15,543	\$15,543	\$15,066	\$19,766	\$21,544	\$19,007
\$ Change From Current		\$0	-\$476	\$4,224	\$6,002	\$3,465
% Change From Current		0.0%	-3.1%	27.2%	38.6%	22.3%
Vision	Joint Powers Trust	Lincoln	MetLife	Mutual of Omaha	Principal	Reliance
Vision Sub-Total	\$3,778	\$3,124	\$3,778	\$3,602	\$3,584	\$3,069
\$ Change From Current		-\$654	\$0	-\$176	-\$193	-\$709
% Change From Current		-17.3%	0.0%	-4.7%	-5.1%	-18.8%
Basic Life / AD&D	Joint Powers Trust	Lincoln	MetLife	Joint Powers Trust	Principal	Reliance
Basic Life, AD&D Sub-Total	\$3,179	\$1,968	\$2,432	\$3,179	\$2,243	\$2,234
\$ Change From Current		-\$1,211	-\$748	\$0	-\$937	-\$945
% Change From Current		-38.1%	-23.5%	0.0%	-29.5%	-29.7%
Combined Annual Cost	Full Cost	Full Cost	Full Cost	Full Cost	Full Cost	Full Cost
	\$22,499	\$20,634	\$21,275	\$26,547	\$27,371	\$24,310
Annual \$ Difference vs. Current		-\$1,865	-\$1,224	\$4,048	\$4,872	\$1,811
Annual % Difference vs. Current		-8%	-5%	18%	22%	8%

Dental PPO City of Hardin Plan Name Network	Joint Powers Trust Current Dental Plan	Lincoln Option 1 Dental Option Lincoln DentalConnect Lincoln Link to Dental	MetLife Option 2 DPPO Quote 1 Option MetLife MetLife Link to Dental
Eligibility / Classes	All Full Time Employees working at least 30 hours/week	All Full Time Employees working at least 30 hours/week	All Full Time Employees working at least 40 hours/week
Schedule of Benefits			
Network Reimbursement			
Calendar Year Deductible			
Individual	\$0	\$0	\$0
Family	\$0	\$0	\$0
Waived for Preventive	N/A	N/A	N/A
Annual Maximum Per Person			
Annual Maximum	\$2,000	\$2,000	\$2,000
Rollover Threshold / Reward / Maximum	Not Defined	Not Included	Not Included
Preventive Services Waived to Maximum	N/A	N/A	N/A
Orthodontia Lifetime Maximum Per Person			
Orthodontia Maximum	\$2,500	\$2,500	\$2,000
Orthodontia Eligibility	Child(ren) Only	Adult & Child(ren)	Child(ren) Only
Child(ren) Age Duration for Orthodontia	Age 19	Age 19	Age 19
Coinsurance			
Preventive	100%	100%	100%
Basic	80%	80%	80%
Major	50%	50%	50%
Orthodontia	50%	50%	50%
Preventive			
Oral Exam, Prophylaxis	100%	100%	100%
Full Mouth X-Rays	100%	100%	100%
Sealants, Space Maintainers	100%	100%	100%
Fluoride for Children (Under age 19)	100%	100%	100%
Basic			
Amalgam & Composite Fillings (Anterior)	80%	80%	80%
Composite Fillings (Posterior)	Not Defined	Not Defined	80%
Endodontics, Periodontics, Periodontal Maintenance	80%	80%	80%
Oral Surgery (Simple & Complex), General Anesthesia	80%	80%	80%
Major			
Repairs of Prosthodontics	50%	50%	50%
Crowns-Porcelain / Ceramic, Inlay-Metallic	50%	50%	50%
Dentures, Bridges, Inlays, Onlays	50%	50%	50%
Implants	50%	50%	50%
Orthodontia			
Orthodontia	50%	50%	50%
Additional Features			
Replacement of Crowns, Dentures, Bridges, Implants	5 Years	5 Years for all except 8 Years for Implants	10 Years
Missing Tooth Exclusion Status	Not Defined	Included	Included
Annual Open Enrollment	Included	Included	Included
Waiting Period for Services	Not Defined	None	None
Contract Provisions			
Contribution	Voluntary	Voluntary	Voluntary
Participation Requirements	N/A	47%	Greater of 45% or 17 lives
Rate Guarantee	Renews: 07.01.2026	Two Year Rate Guarantee	Two Year Rate Guarantee
Additional Comments			
Rates			
	18	Option 1	Option 2
Employee Only	10	\$47.62	\$43.47
Employee + Spouse	5	\$95.23	\$89.62
Employee + Child(ren)	2	\$98.42	\$105.05
Employee + Family	1	\$146.02	\$162.62
Total Monthly Cost	\$1,295.21	\$1,295.21	\$1,255.52
Total Annual Cost	\$15,542.52	\$15,542.52	\$15,066.24
Annual \$ Difference		\$0.00	-\$476.28
Annual % Difference		0.0%	-3.1%

Dental PPO City of Hardin Plan Name Network	Mutual of Omaha Option 3 Dental Option 1 DenteMax Plus <i>Mutual of Omaha Plan a Dental</i>	Principal Option 4 Dental Plan Principal <i>Principal Plan a Dental</i>	Reliance Option 5 Dental Plan Ameritas <i>Reliance/Ameritas Plan a Dental</i>
Eligibility / Classes	All Full Time Employees working at least 30 hours/week	All Full Time Employees working at least 30 hours/week	All Full Time Employees working at least 30 hours/week
Schedule of Benefits			
Network Reimbursement	In-Network <i>Fee Schedule</i>	Out-of-Network <i>90th Percentile</i>	In-Network <i>Fee Schedule</i>
Calendar Year Deductible			
Individual	\$0	\$0	\$0
Family	\$0	\$0	\$0
Waived for Preventive	N/A	N/A	N/A
Annual Maximum Per Person			
Annual Maximum	\$2,000	\$2,000	\$2,000
Rollover Threshold / Reward / Maximum	Not Included	Not Included	Not Included
Preventive Services Waived to Maximum	N/A	N/A	N/A
Orthodontia Lifetime Maximum Per Person			
Orthodontia Maximum	\$2,500	\$2,500	\$2,500
Orthodontia Eligibility	Child(ren) Only	Child(ren) Only	Child(ren) Only
Child(ren) Age Duration for Orthodontia	Age 19	Age 19	Age 19
Coinsurance			
Preventive	100%	100%	100%
Basic	80%	80%	80%
Major	50%	50%	50%
Orthodontia	50%	50%	50%
Preventive			
Oral Exam, Prophylaxis	100%	100%	100%
Full Mouth X-Rays	100%	100%	100%
Sealants, Space Maintainers	100%	100%	100%
Fluoride for Children (Under age 19)	100%	100%	100%
Basic			
Amalgam & Composite Fillings (Anterior)	80%	80%	80%
Composite Fillings (Posterior)	Limited	Limited	Limited
Endodontics, Periodontics, Periodontal Maintenance	80%	80%	80%
Oral Surgery (Simple & Complex), General Anesthesia	80%	80%	80%
Major			
Repairs of Prosthodontics	50%	50%	50%
Crowns-Porcelain / Ceramic, Inlay-Metallic	50%	50%	50%
Dentures, Bridges, Inlays, Onlays	50%	50%	50%
Implants	50%	50%	50%
Orthodontia			
Orthodontia	50%	50%	50%
Additional Features			
Replacement of Crowns, Dentures, Bridges, Implants	10 Years	5 Years	5 Years
Missing Tooth Exclusion Status	Exclusion Does Not Apply	Exclusion Does Not Apply	Exclusion Does Not Apply
Annual Open Enrollment	Included	Included	Included
Waiting Period for Services	None	None	None
Contract Provisions			
Contribution	Voluntary	Voluntary	Voluntary
Participation Requirements	Greater of 72% or 5 lives	Greater of 20% or 5 lives	Greater of 40% or 10 lives
Rate Guarantee	One Year Rate Guarantee	Two Year Rate Guarantee	One Year Rate Guarantee
Additional Comments			
Rates	Option 3	Option 4	Option 5
Employee Only	\$55.46	\$58.60	\$53.00
Employee + Spouse	\$116.47	\$120.54	\$106.58
Employee + Child(ren)	\$146.97	\$176.84	\$160.50
Employee + Family	\$216.29	\$252.96	\$200.05
Total Monthly Cost	\$1,647.18	\$1,795.34	\$1,583.95
Total Annual Cost	\$19,766.16	\$21,544.08	\$19,007.40
Annual \$ Difference	\$4,223.64	\$6,001.56	\$3,464.88
Annual % Difference	27.2%	38.6%	22.3%

Vision
City of Hardin
Plan Name
Network

Eligibility / Classes	
Schedule of Benefits	
Frequency Schedule	
Examination	
Lenses / Contact	
Frames	
Exam Benefit	
Lenses Benefit	
Single	
Bifocal	
Trifocal	
Lenticular	
Frames Benefit	
Contact Lenses Benefit	
Elective (Cosmetic or Convenience)	
Medically Necessary	
Contact Lens Fitting	
Contract Provisions	
Contribution	
Participation Requirements	
Rate Guarantee	

Additional Comments

Rates	23
Employee Only	12
Employee + Spouse	7
Employee + Child(ren)	3
Employee + Family	1

Total Monthly Cost	
Total Annual Cost	
Annual \$ Difference	
Annual % Difference	

Joint Powers Trust
Current
Vision Plan
VSP Choice
[VSP Find an Eye Doctor](#)

All Full Time Employees working at least 30 hours/week	
In-Network	Out-of-Network
Frequency Schedule	
	12 Months
	12 Months
	24 Months
\$20 Copay	Up to \$45
Lenses Benefit	
\$20 Copay	Up to \$30
\$20 Copay	Up to \$50
\$20 Copay	Up to \$65
Not Defined	Not Defined
\$200 allowance + 20% off balance	Up to \$70
In lieu of Lens & Frame Allowance	
\$200 allowance	Up to \$105
100% Covered (No Copay)	Not Defined
Up to \$60 Copay	Not Included
Contract Provisions	
Voluntary	
N/A	
Renews: 07.01.2026	

Additional Comments

Current
\$9.29
\$17.14
\$18.26
\$28.56

\$314.80
\$3,777.60

Lincoln
Option 1
Vision Option
Spectera
[Lincoln Spectera Find a Doctor](#)

All Full Time Employees working at least 30 hours/week	
In-Network	Out-of-Network
Frequency Schedule	
	12 Months
	12 Months
	24 Months
\$20 Copay	Up to \$40
Lenses Benefit	
\$20 Copay	Up to \$40
\$20 Copay	Up to \$60
\$20 Copay	Up to \$80
\$20 Copay	Up to \$80
\$130 allowance + 20% off balance	Up to \$45
In lieu of Lens & Frame Allowance	
\$125 allowance	Up to \$125
100% Covered (No Copay)	Up to \$210
100% Covered (No Copay)	Not Included
Contract Provisions	
Voluntary	
2 lives	
Two Year Rate Guarantee	

Additional Comments

Option 1
\$7.42
\$14.07
\$16.52
\$23.23

\$260.32
\$3,123.84
-\$653.76
-17.3%

MetLife
Option 2
VIS Quote 1 Option
VSP Choice
[MetLife VSP Find an Eye Doctor](#)

All Full Time Employees working at least 40 hours/week	
In-Network	Out-of-Network
Frequency Schedule	
	12 Months
	12 Months
	24 Months
\$20 Copay	Up to \$45
Lenses Benefit	
\$20 Copay	Up to \$30
\$20 Copay	Up to \$50
\$20 Copay	Up to \$65
\$20 Copay	Up to \$100
\$200 allowance + 20% off balance	Up to \$70
In lieu of Lens & Frame Allowance	
\$200 allowance	Up to \$105
100% Covered (No Copay)	Up to \$210
Up to \$60 Copay	Not Included
Contract Provisions	
Voluntary	
Greater of 60% or 22 lives	
Two Year Rate Guarantee	

Additional Comments

Option 2
\$9.29
\$17.14
\$18.26
\$28.56

\$314.80
\$3,777.60
\$0.00
0.0%

Vision
City of Hardin
Plan Name
Network

Eligibility / Classes	
Schedule of Benefits	
Frequency Schedule	
Examination	
Lenses / Contact	
Frames	
Exam Benefit	
Lenses Benefit	
Single	
Bifocal	
Trifocal	
Lenticular	
Frames Benefit	
Contact Lenses Benefit	
Elective (Cosmetic or Convenience)	
Medically Necessary	
Contact Lens Fitting	
Contract Provisions	
Contribution	
Participation Requirements	
Rate Guarantee	

Additional Comments

Rates	23
Employee Only	12
Employee + Spouse	7
Employee + Child(ren)	3
Employee + Family	1

Total Monthly Cost	
Total Annual Cost	
Annual \$ Difference	
Annual % Difference	

Mutual of Omaha
Option 3
Vision Plan
EyeMed
Mutual of Omaha EyeMed Provider Eye Doctor

All Full Time Employees working at least 30 hours/week	
In-Network	Out-of-Network
12 Months	
12 Months	
24 Months	
\$0 Copay	Up to \$45
\$0 Copay	Up to \$40
\$0 Copay	Up to \$56
\$0 Copay	Up to \$84
\$0 Copay	Up to \$84
\$150 allowance + 20% off balance	Up to \$66
In lieu of Lens & Frame Allowance	
\$150 allowance	Up to \$120
100% Covered (No Copay)	Up to \$210
Up to \$40	Not Included
Voluntary	
Greater of 92% or 5 lives	
Two Year Rate Guarantee	

Additional Comments

Option 3
\$7.58
\$17.41
\$19.29
\$29.45

\$300.15
\$3,601.80
-\$175.80
-4.7%

Principal
Option 4
Vision Plan
VSP Choice
Principal VSP Provider Eye Doctor

All Full Time Employees working at least 30 hours/week	
In-Network	Out-of-Network
12 Months	
12 Months	
24 Months	
\$10 Copay	Up to \$45
\$25 Copay	Up to \$30
\$25 Copay	Up to \$50
\$25 Copay	Up to \$65
\$25 Copay	Up to \$100
\$200 allowance + 20% off balance	Up to \$70
In lieu of Lens & Frame Allowance	
\$200 allowance	Up to \$105
100% Covered (No Copay)	Up to \$210
Up to \$60 Copay	Not Included
Voluntary	
Greater of 20% or 5 lives	
Two Year Rate Guarantee	

Additional Comments

Option 4
\$7.86
\$16.60
\$19.29
\$30.31

\$298.70
\$3,584.40
-\$193.20
-5.1%

Reliance
Option 5
Vision Plan
VSP Choice
Reliance VSP Provider Eye Doctor

All Full Time Employees working at least 30 hours/week	
In-Network	Out-of-Network
12 Months	
12 Months	
24 Months	
\$20 Copay	N/A
\$20 Copay	N/A
\$20 Copay	N/A
\$20 Copay	N/A
\$130 allowance + 20% off balance	N/A
In lieu of Lens & Frame Allowance	
\$130 allowance	N/A
100% Covered (No Copay)	N/A
Up to \$60 Copay	Not Included
Voluntary	
Greater of 50% or 10 lives	
Two Year Rate Guarantee	

Additional Comments

Option 5
\$7.85
\$14.95
\$12.21
\$20.25

\$255.73
\$3,068.76
-\$708.84
-18.8%

Basic Life and AD&D City of Hardin	Carrier Name Joint Powers Trust	Lincoln Option 1
Eligibility / Classes	All Full Time Employees working at least 30 hours/week	All Full Time Employees working at least 30 hours/week
Schedule of Benefits		
Benefit Amount	Flat Amount	Flat Amount
Maximum Coverage	\$20,000	\$20,000
Guarantee Issue Amount	\$20,000	\$20,000
Age Reduction (Benefits Reduce to)		
Age 65	Not Defined	65%
Age 70	Not Defined	40%
Age 75	Not Defined	25%
Age 80	Not Defined	No Further Reduction
Life Benefit Provisions:		
Waiver of Premium	Not Defined	Disabled < age 60; 6 month EP; to SSNRA
Accelerated Death Benefit	Not Defined	75%-\$250,000
Conversion	Not Defined	Included
Portability	Not Defined	Not Included
Accidental Death & Dismemberment		
Exposure/Disappearance Benefit	Not Defined	Not Included
Seatbelt / Airbag Benefit	Not Defined	Included
Contract Provisions		
Contribution	Non-Contributory	Non-Contributory
Participation Requirements	100%	100%
Rate Guarantee	Renews: 07.01.2026	Three Year Rate Guarantee
Additional Comments	<i>Broker advised current cost: \$20,000 life/AD&D through Mutual of Omaha at \$7.40/month</i>	
Rates	Joint Powers Trust	Option 1
Covered Employees	37	37
Benefit Volume	\$716,000	\$716,000
Life Rate per \$1,000	\$0.370	\$0.209
AD&D Rate per \$1,000		\$0.020
Total Monthly Cost	\$264.92	\$163.96
Total Annual Cost	\$3,179.04	\$1,967.57
Annual \$ Difference		-\$1,211.47
Annual % Difference		-38.1%

Basic Life and AD&D City of Hardin	MetLife Option 2	Principal Option 3	Reliance Option 4
Eligibility / Classes	All Full Time Employees working at least 40 hours/week	All Full Time Employees working at least 30 hours/week	All Full Time Employees working at least 30 hours/week
Schedule of Benefits			
Benefit Amount	Flat Amount	Flat Amount	Flat Amount
Maximum Coverage	\$20,000	\$20,000	\$20,000
Guarantee Issue Amount	\$20,000	\$20,000	\$20,000
Age Reduction (Benefits Reduce to)			
Age 65	65%	65%	65%
Age 70	45%	50%	40%
Age 75	30%	No Further Reduction	20%
Age 80	20%	No Further Reduction	No Further Reduction
Life Benefit Provisions:			
Waiver of Premium	Disabled < age 60; 9 Month EP; to Age 65	Disabled < age 60; 12 Month EP; to Age 65	Disabled < age 60; 9 Month EP; to Age 65
Accelerated Death Benefit	80%-\$500,000	75%-\$250,000	75%-\$500,000
Conversion	Included	Included	Included
Portability	Not Included	Not Included	Not Included
Accidental Death & Dismemberment			
Exposure/Disappearance Benefit	Not Included	Not Included	Not Included
Seatbelt / Airbag Benefit	Included	Not Included	Included
Contract Provisions			
Contribution	Non-Contributory	Non-Contributory	Non-Contributory
Participation Requirements	100%	100%	100%
Rate Guarantee	Two Year Rate Guarantee	Two Year Rate Guarantee	Two Year Rate Guarantee
Additional Comments			
Rates	Option 2	Option 3	Option 4
Covered Employees	37	37	37
Benefit Volume	\$716,000	\$716,000	\$716,000
Life Rate per \$1,000	\$0.263	\$0.235	\$0.200
AD&D Rate per \$1,000	\$0.020	\$0.026	\$0.060
Total Monthly Cost	\$202.63	\$186.88	\$186.16
Total Annual Cost	\$2,431.54	\$2,242.51	\$2,233.92
Annual \$ Difference	-\$747.50	-\$936.53	-\$945.12
Annual % Difference	-23.5%	-29.5%	-29.7%

Dependent Basic Life and AD&D City of Hardin	Joint Powers Trust Current	Lincoln Option 1	MetLife Option 2
Eligibility / Classes	All Full Time Employees working at least 30 hours/week	All Full Time Employees working at least 30 hours/week	All Full Time Employees working at least 40 hours/week
Schedule of Benefits			
Spouse Benefit Amount	\$5,000	\$5,000	\$5,000
Child Benefit Amount	\$5,000	\$5,000	\$2,500
Dep Children Infant Limitation	Not Defined	\$1,000 (Birth -6 Months)	\$1,000 (Birth -6 Months)
Dep Children Age Duration	Not Defined	To Age 26	To Age 26
Does CH coverage end if Married <26	Not Defined	No	Yes
Spouse Guarantee Issue Amount	Not Defined	\$5,000	\$5,000
Child(ren) Guarantee Issue Amount	Not Defined	\$5,000	\$2,500
Age Reduction (Benefits Reduce to)			
Age 65	Not Defined		
Age 70	Not Defined	No Reduction	No Reduction
Age 75	Not Defined		
Age 80	Not Defined		
Life Benefit Provisions			
Waiver of Premium	Not Defined	Not Included	Disabled < age 60; 9 Month EP; to Age 65
Accelerated Death Benefit	Not Defined	Not Included	Not Included
Conversion	Not Defined	Not Included	Included
Portability	Not Defined	Not Included	Not Included
Accidental Death & Dismemberment			
AD&D Included or Not Included	Not Defined	Not Included	Not Included
Contract Provisions			
Contribution	Not Defined	Non-Contributory	Non-Contributory
Participation Requirements	N/A	100%	100%
Rate Guarantee	Renews: 07.01.2026	Three Year Rate Guarantee	Two Year Rate Guarantee
Additional Comments			
Dependent Basic Life and AD&D	Current	Option 1	Option 2
Dependent Enrolled Lives	Unknown	Unknown	Unknown
Benefit Volume (If Applicable)	Unknown	Unknown	Unknown
Life Rate per Unit	\$1.200	\$1.200	\$2.157
AD&D Rate per \$1,000 (If Applicable)		N/A	N/A

Dependent Basic Life and AD&D
City of Hardin
Eligibility / Classes
Schedule of Benefits
Spouse Benefit Amount Child Benefit Amount Dep Children Infant Limitation Dep Children Age Duration Does CH coverage end if Married <26 Spouse Guarantee Issue Amount Child(ren) Guarantee Issue Amount
Age Reduction (Benefits Reduce to)
Age 65 Age 70 Age 75 Age 80
Life Benefit Provisions
Waiver of Premium Accelerated Death Benefit Conversion Portability
Accidental Death & Dismemberment
AD&D Included or Not Included
Contract Provisions
Contribution Participation Requirements Rate Guarantee
Additional Comments
Dependent Basic Life and AD&D
Dependent Enrolled Lives Benefit Volume (If Applicable) Life Rate per Unit AD&D Rate per \$1,000 (If Applicable)

| |

Dependent Basic Life and AD&D City of Hardin	Principal Option 3	Reliance Option 4
Eligibility / Classes	All Full Time Employees working at least 30 hours/week	All Full Time Employees working at least 30 hours/week
Schedule of Benefits		
Spouse Benefit Amount	\$5,000	\$5,000
Child Benefit Amount	\$2,000	\$5,000
Dep Children Infant Limitation	\$1,000 (Birth -6 Months)	Birth to age 26 included
Dep Children Age Duration	To Age 26	To Age 26
Does CH coverage end if Married <26	No	No
Spouse Guarantee Issue Amount	\$5,000	\$5,000
Child(ren) Guarantee Issue Amount	\$2,000	\$5,000
Age Reduction (Benefits Reduce to)		
Age 65	65%	65%
Age 70	50%	40%
Age 75	No Further Reduction	20%
Age 80	No Further Reduction	No Further Reduction
Life Benefit Provisions		
Waiver of Premium	Disabled < age 60; 12 Month EP; to Age 65	Not Included
Accelerated Death Benefit	75%-\$250,000	Not Included
Conversion	Included	Not Included
Portability	Not Included	Not Included
Accidental Death & Dismemberment		
AD&D Included or Not Included	Not Included	Not Included
Contract Provisions		
Contribution	Non-Contributory	Non-Contributory
Participation Requirements	100%	100%
Rate Guarantee	Two Year Rate Guarantee	Two Year Rate Guarantee
Additional Comments		
Dependent Basic Life and AD&D	Option 3	Option 4
Dependent Enrolled Lives	Unknown	Unknown
Benefit Volume (If Applicable)	Unknown	Unknown
Life Rate per Unit	\$1.440	Spouse: \$1.84 Child: \$1.62
AD&D Rate per \$1,000 (If Applicable)	N/A	N/A

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Hardin, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 2535, entitled: "RESOLUTION OF THE CITY OF HARDIN RELATING TO UP TO \$3,400,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$850,000 SUBORDINATE LIEN TAXABLE SERIES 2026A BOND AND \$2,550,000 SERIES 2026B BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at its regular meeting on May 19, 2026, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____
_____; voted against the same: _____
_____; abstained from voting thereon: _____; or
were absent: _____.

WITNESS my hand officially this ____ day of May, 2026.

Finance Officer/City Clerk

SUPPLEMENTAL RESOLUTION

Relating to

\$3,400,000

SEWER SYSTEM REVENUE BONDS

(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),

CONSISTING OF

\$850,000 SUBORDINATE LIEN TAXABLE SERIES 2026A BOND

AND \$2,550,000 SERIES 2026B BOND

CITY OF HARDIN, MONTANA

Adopted: May 19, 2026

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 (For convenience only, not a part of this Supplemental Resolution)

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RESOLUTION NO. 2535

RESOLUTION OF THE CITY OF HARDIN RELATING TO UP TO \$3,400,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$850,000 SUBORDINATE LIEN TAXABLE SERIES 2026A BOND AND \$2,550,000 SERIES 2026B BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF

WHEREAS, pursuant to the Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended (the "Act"), the State of Montana (the "State") has established a revolving loan program (the "Program") to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the "DNRC"), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the "DEQ"), and has provided that a water pollution control state revolving fund (the "Revolving Fund") be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state water pollution control revolving fund under the federal Water Pollution Control Act (the "Clean Water Act"), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Clean Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the current EPA Capitalization Grant (as hereinafter defined) requires that loans under the Program funded in whole or in part by such grant in the aggregate and not on a loan-by-loan basis be structured in such a way that a percentage of the total proceeds of such grant be subject to loan forgiveness; and

WHEREAS, the City of Hardin, Montana (the "Borrower") has applied to the DNRC for the 2026AB Loans (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for a portion of the costs of the Wastewater Treatment Plant Project (as hereinafter defined), which will carry out the purposes of the Clean Water Act, to pay portion of the costs of issuance of the Series 2026AB Bonds (as hereinafter defined), and to fund a deposit to the Reserve Account (as hereinafter defined); and

WHEREAS, subject to satisfaction of certain conditions, the DNRC offered to make loans in the aggregate total principal amount of \$3,400,000 available to the Borrower, with one loan in the amount of \$850,000 contemplated to be forgiven in the event the Borrower satisfies certain conditions; and

WHEREAS, at this time, the Borrower contemplates issuing bonds in two series, one a Series 2026A Bond in the maximum principal amount of \$850,000, and the other a Series 2026B Bond in the maximum principal amount of \$2,550,000; and

WHEREAS, provided that the Borrower complies with certain conditions for principal forgiveness, the Borrower's obligation to repay the Series 2026A Bond will be forgiven; and

WHEREAS, the Borrower is authorized under applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2026AB Bonds (as hereinafter defined) to evidence the 2026AB Loans (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the will fund: (i) the 2026A Loan (as hereinafter defined) entirely from proceeds of the current EPA Capitalization Grant, and (ii) the 2026B Loan (as hereinafter defined), directly or indirectly, from proceeds of the EPA Capitalization Grant, proceeds of the State Bonds and/or Recycled Money (each, as hereinafter defined), as determined by the DNRC.

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

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1 Definitions. Unless a different meaning clearly appears from the context, terms used with initial capital letters but undefined in this Supplemental Resolution shall have the meanings given them in the Original Resolution, the Indenture, or as follows:

“Accountant” or “Accountants” means a Person engaged in the practice of accounting as a certified public accountant or any other Person authorized under State law to audit and certify financial statements of cities and towns in the State, whether or not employed by the Borrower.

“Acquisition and Construction Account” means the account created in the Sewer System Fund established pursuant to Section 11.2 of the Original Resolution.

“Act” means Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended from time to time.

“Administrative Expense Surcharge” means, (i) in respect of the 2026B Loan, in any event, and (ii) in respect of the 2026A Loan, upon the delivery of a Noncompliance Statement as provided by this Supplemental Resolution, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026AB Loans payable on the same dates that payments of interest on the 2026AB Loans are due.

“Authorized DNRC Officer” means the Director or Deputy Director of the DNRC or his or her designee.

“Bond Counsel” means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the Borrower.

“Bond Register” means the registration books maintained by the Registrar.

“Bonds” means the Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, the Series 2026 Bond, the Series 2026B Bond, and any additional Bonds; “Bonds” does not include the Series 2026A Bond.

“Borrower” means the City, or its permitted successors and assigns.

“Business Day” means any day other than a Saturday, Sunday, legal holiday in the State or day on which banks in Montana are authorized or required by law to close.

“City” means the City of Hardin, Montana.

“Clean Water Act” means the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

“Closing” means the date of delivery of the Series 2026A Bond and the Series 2026B Bond to the DNRC.

“Code” means the Internal Revenue Code of 1986.

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2026AB Bonds. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Committed Amount” means, collectively, the amount of the 2026A Committed Amount and the 2026B Committed Amount.

“Compliance Certificate and Request” means the certificate and request substantially in the form of the attached Appendix D.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or the applicable Project, selected by the Borrower and satisfactory to the DNRC.

“Council” means the City Council of the Borrower or any successor governing body of the Borrower.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the DNRC.

“Debt” means, without duplication, in respect of the System, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

“DEQ” means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the Act or the EPA Agreements.

“Determination Statement” means a Forgiveness Statement or a Noncompliance Statement.

“DNRC” means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the Act.

“Enabling Act” means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as heretofore and hereafter amended or supplemented.

“EPA” means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Clean Water Act.

“EPA Agreements” means all capitalization grant agreements and other written agreements between the DEQ, the DNRC and the EPA concerning the Program.

“EPA Capitalization Grant” means a grant of funds to the State by the EPA under Title VI of the Clean Water Act and any grant made available by the EPA for deposit in the Revolving Fund pursuant to Section 205(m) of the Clean Water Act.

“Forgiveness Statement” means a written statement delivered to the Borrower by the DNRC in response to a Compliance Certificate and Request that the Borrower’s obligation to repay the principal of the Series 2026A Bond is forgiven.

“Governmental Unit” means governmental unit as such term is used in Section 145(a) of the Code.

“Indenture” means the Indenture of Trust, dated as of June 1, 1991, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

“Loan Loss Reserve Surcharge” means, (i) in respect of the 2026B Loan, in any event, and (ii) in respect of the 2026A Loan, upon the delivery of a Noncompliance Statement as provided by this Supplemental Resolution, a surcharge equal to twenty-five hundredths of one

percent (0.25%) per annum on the outstanding principal amount of the 2026AB Loans payable by the Borrower on the same dates that payments of interest on the 2026AB Loans are due.

“Loan Repayments” means the periodic payments of principal of and interest on the 2026B Loan, and, if the DNRC delivers a Noncompliance Statement, the 2026A Loan, as set out more particularly in Article V of this Supplemental Resolution.

“Net Revenues” means the entire amount of the gross revenues of the System (as described in Section 11.1 of the Original Resolution) remaining upon each such monthly apportionment, after crediting to the Operating Account the amount required hereby, including sums required to maintain the Operating Reserve in the minimum amount herein stated.

“Noncompliance Statement” means a written statement delivered to the Borrower by the DNRC that the Borrower’s obligation to repay the principal of the Series 2026A Bond is not forgiven.

“Operating Expenses” means the current expenses, paid or accrued, of operation, maintenance and repair of the System and its facilities, as calculated in accordance with sound accounting practices, and shall include, without limitation, administrative expenses of the Borrower relating solely to the System, premiums for insurance on the properties thereof, labor and the cost of materials and supplies used for current operation, maintenance and repair.

“Opinion of Bond Counsel” means a written opinion of Bond Counsel.

“Original Resolution” means Resolution No. 1753, adopted by the City Council on August 19, 2003.

“Payment Date” means, with respect to the 2026B Loan, each January 1 and July 1 during the term of the Series 2026B Bond on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution and the Series 2026B Bond, and, if a Noncompliance Statement is delivered with respect to the 2026A Loan, each January 1 and July 1 during the term of the Series 2026A Bond on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution and the Series 2026A Bond.

“Person” means any Private Person or Public Entity.

“Private Person” means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization or Public Entity.

“Program” means the Water Pollution Control State Revolving Loan Program established by the Act.

“Project” means an improvement, betterment, reconstruction or extension of the System, including the Wastewater Treatment Plant Project.

“Public Entity” means a State agency, city, town, municipality, irrigation district, county water and sewer district, a soil conservation district or other public body created pursuant to State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

“RD Bonds” means Bonds purchased pursuant to the United States of America acting through Rural Utilities Service, United States Department of Agriculture program or similar program under which USDA or its successor makes loans for sewer systems or to refinance such loans, including the Series 2026 Bond.

“RD Reserve Requirement” means, as of the date of calculation, an amount equal to the maximum amount of Principal and Interest Requirements on Outstanding RD Bonds in the current or any future Fiscal Year to be funded as provided in the Supplemental Resolution authorizing the issuance of the RD Bonds (giving effect to mandatory sinking fund redemption, if any).

“RD Reserve Subaccount” means the subaccount so named in the Reserve Account created under Section 11.5 of the Resolution.

“Recycled Money” means payments and prepayments of principal of loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

“Registrar” means, with respect to the Series 2026AB Bonds, the Finance Officer/City Clerk or any successor appointed pursuant to this Supplemental Resolution and, with respect to any other series of Bonds, the Person or Persons designated in the Supplemental Resolution authorizing the issuance of such Bonds.

“Regulations” means the Treasury Regulations, whether final, temporary or proposed, promulgated under the Code or otherwise applicable to the Series 2026AB Bonds.

“Replacement and Depreciation Account” means the account created in the Sewer System Fund established pursuant to Sections 11.01 and 11.6 of the Original Resolution.

“Reserve Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.5 of the Original Resolution.

“Reserve Requirement” means the sum of the SRF Reserve Requirement and RD Reserve Requirement.

“Resolution” means the Original Resolution, as amended and supplemented by Resolution Nos. 1899, 2004, 2261, 2401 and 2425, adopted by the City Council on December 15, 2009, April 2, 2013, March 16, 2021, May 6, 2025, and January 6, 2026, respectively, by this Supplemental Resolution, and as it may be further amended and supplemented in accordance with its terms.

“Revenue Bond Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.4 of the Original Resolution.

“Revolving Fund” means the Water Pollution Control State Revolving Fund created pursuant to the Act.

“Series 2010B Bond” means the Borrower’s First Amended and Restated Sewer System Revenue Bond (DNRC Revolving Loan Program), Series 2010B, issued to the DNRC pursuant to the Resolution, as then in effect.

“Series 2010C Bond” means the Borrower’s First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C, issued to the DNRC pursuant to the Resolution, as then in effect.

“Series 2021A Bond” means the City’s Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2021A, issued to the DNRC pursuant to the Resolution, as then in effect.

“Series 2021B Bond” means the Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2021B, issued to the DNRC to pay a portion of the costs of the Wastewater Treatment Plant Project and associated costs of issuance pursuant to the Resolution as then in effect.

“Series 2026 Bond” means the City’s Sewer System Revenue Bond, Series 2026, issued to the USDA to pay a portion of the costs of the Wastewater Treatment Plant Project and associated costs of issuance pursuant to the Resolution as then in effect.

“Series 2026AB Bonds” means, collectively, the Series 2026A Bond and the Series 2026B Bond.

“Series 2026A Bond” means the \$850,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A, issued to the DNRC to evidence the 2026A Loan.

“Series 2026B Bond” means the \$2,550,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2026B, issued to the DNRC to evidence the 2026B Loan.

“Sewer System Fund” means the fund created by Article XI of the Original Resolution.

“SRF Reserve Requirement” means, as of the date of calculation, an amount equal to one-half of the maximum annual aggregate Principal and Interest Requirements on Outstanding Bonds that are not RD Bonds in any one future Fiscal Year (giving effect to mandatory sinking fund redemption, if any).

“SRF Reserve Subaccount” means the subaccount so named in the Reserve Account created under Section 11.5 of the Resolution.

“State” means the State of Montana.

“State Bonds” means the State’s General Obligation Bonds (Water Pollution Control State Revolving Fund Program), issued and to be issued pursuant to the Indenture.

“Subordinate Obligations” means any subordinate obligations issued under Section 10.4 of the Original Resolution, including the Series 2026A Bond.

“Supplemental Resolution” means this Resolution No. ____ of the Borrower adopted on May 19, 2026, or any other resolution supplemental to the Resolution in accordance with its terms.

“Surplus Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.7 of the Original Resolution.

“Surplus Net Revenues” means that portion of the Net Revenues in excess of the current requirements of the Operating Account, the Revenue Bond Account and the Reserve Account.

“System” means the sewer system of the Borrower and all extensions, improvements and betterments thereof or hereafter constructed and acquired, including, without limitation, the Wastewater Treatment Plant Project.

“Trustee” means U.S. Bank National Association, in Seattle, Washington, or any successor trustee under the Indenture.

“2026A Committed Amount” means the amount of the 2026A Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2026A Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2026A Committed Amount to provide funds to pay a portion of the costs of the Wastewater Treatment Plant Project.

“2026AB Loans” means, collectively, the 2026A Loan and the 2026B Loan.

“2026B Committed Amount” means the amount of the 2026B Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2026B First Advance” means the first advance of funds of the 2026B Loan by the DNRC to the Borrower in an amount of at least \$50,001.

“2026B Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2026B Committed Amount to provide funds to pay a portion of the costs of the Wastewater Treatment Plant Project, to pay a portion of the costs of issuance of the Series 2026AB Bonds and to fund deposits to the Reserve Account.

“USDA” means the United States of America acting through Rural Utilities Service, United States Department of Agriculture, or any successor agency under Public Law 103-354.

“Wastewater Treatment Plant Project” means the designing, engineering, and construction of the facilities, improvements and activities the cost of which is being financed by or reimbursed to the Borrower with proceeds of the 2026AB Loans, described in Appendix A hereto.

Section 1.2 Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) “Or” is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3 Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

Appendix A: a description of and estimated budget for the Wastewater Treatment Plant Project;

Appendix B-1: the form of the Series 2026A Bond;

Appendix B-2: the form of the Series 2026B Bond;

Appendix C: additional agreements and, representations and covenants of the Borrower;
and

Appendix D: form of Compliance Certificate and Request.

ARTICLE II

AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1 Authorization and Findings.

(a) Authorization. Under the Enabling Act, the Borrower is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal sewer system or to refund bonds issued for such purposes; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by such sewer system, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the sewer system to the Borrower.

(b) The System. The Borrower, pursuant to the Enabling Act and other laws of the State, has established and presently owns and operates the System.

(c) The Wastewater Treatment Plant Project. After investigation of the facts and as authorized by the Enabling Act, this Council has determined it to be necessary and desirable and in the best interests of the Borrower to construct the Wastewater Treatment Plant Project.

(d) Outstanding Bonds. Pursuant to the Enabling Act and the Resolution, the Borrower has issued, and has outstanding, its Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, the Series 2026 Bond to finance improvements to the System. The Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, and the Series 2026 Bond are parity Bonds payable from and secured by Net Revenues of the System. No other bonds or indebtedness are currently outstanding that are payable from Net Revenues of the System. The City plans to issue its Sewer System Revenue Bond Anticipation Note, Series 2026C (the "Series 202C Note") simultaneously with the Series 2026AB Bonds to pay a portion of the costs of the Wastewater Treatment Plant Project. The Series 2021A Bond and the Series 2026A Bond are Subordinate Obligations.

(e) Additional Bonds. The Borrower reserved the right under Section 10.3 of the Original Resolution, as amended, to issue additional Bonds payable from the Revenue Bond Account of the Sewer Fund on a parity with the outstanding Bonds under certain conditions, including the requirement that the Net Revenues of the System for the last complete fiscal year preceding the date of issuance of such additional Bonds, adjusted as provided in Section 10.3 of the Original Resolution, equal at least 110% of the maximum amount of principal and interest to become due in any future fiscal year (during the term of the then outstanding Bonds) with respect to the outstanding Bonds and the additional Bonds proposed to be issued. For purposes of the foregoing certificate, principal of and interest on the Series 2026A Bond are disregarded. The Council hereby determines that the Borrower is authorized to issue \$3,400,000 in aggregate principal amount of additional Bonds pursuant to Section 10.3 of the Original Resolution, and the Mayor and Finance Officer/City Clerk are hereby authorized and directed to execute a certificate to that effect.

Section 2.2 Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

(1) is duly organized and validly existing as a municipal corporation and political subdivision of the State;

(2) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2026AB Bonds and to carry out and consummate all transactions contemplated by this Supplemental Resolution, the Series 2026AB Bonds and the Collateral Documents;

(3) is a Governmental Unit and a Public Entity; and

(4) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2026AB Bonds and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2026AB Bonds in the maximum amount of the Committed Amount.

(b) Litigation. There is no litigation or proceeding pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under the Resolution, the Series 2026AB Bonds and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by the Resolution, the Series 2026AB Bonds and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2026AB Bonds and the Collateral Documents. If any such litigation should be initiated or threatened, the Borrower will forthwith notify in writing the DNRC, and will furnish the DNRC a copy of all documents, including pleadings, in connection with such litigation. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the Wastewater Treatment Plant Project, the Series 2026AB Bonds or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2026AB Bonds and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2026AB Bonds and the Collateral Documents and compliance by the Borrower with the provisions of the Resolution, the Series 2026AB Bonds and the Collateral Documents:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(2) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than the Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in the violation of the provisions of any charter or similar document, if applicable, of the Borrower or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2026AB Bonds and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms hereof or of the Series 2026AB Bonds and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Supplemental Resolution, the Series 2026AB Bonds and the Collateral Documents or for the Wastewater Treatment Plant Project, the financing or refinancing thereof or the reimbursement of the Borrower for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2026AB Bonds or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) Binding Obligation. This Supplemental Resolution, the Series 2026AB Bonds and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The Wastewater Treatment Plant Project. The Wastewater Treatment Plant Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with Article III of this Supplemental Resolution.

(h) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner it is currently operated or the Borrower's ability to perform its obligations under the Resolution, the Series 2026AB Bonds and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2026AB Bonds.

(i) Compliance With Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit, including, without limitation and to the extent

applicable, federal civil rights laws, including the Age Discrimination Act of 1975, Section 13 of the FWPCA Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower's ability to perform its obligations under the Resolution, the Series 2026AB Bonds and the Collateral Documents.

Section 2.3 Covenants.

(a) Insurance. In addition to the requirements of Section 2.2 of the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. All such insurance policies shall name the DNRC as an additional insured to the extent permitted under the policy or program of insurance of the Borrower. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this Section 2.3(a) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this Section 2.3(a).

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under this Supplemental Resolution, the Series 2026AB Bonds and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under this Supplemental Resolution, the Series 2026AB Bonds and the Collateral Documents.

(d) Maintenance of Security; Recordation of Interest.

(1) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Supplemental Resolution and the Collateral Documents so long as any amount is owing under this Supplemental Resolution or the Series 2026AB Bonds;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2026AB Bonds and thereafter from time to time, cause this Supplemental Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by this Supplemental Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(3) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (2), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2026AB Bonds and the Collateral Documents and the documents described in subparagraph (2).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. This Section 2.3(f) supplements, and is not intended to limit, the requirements in Section 2.2(f) of the Original Resolution, as amended by this Supplemental Resolution. The Borrower agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when available:

(1) the preliminary budget for the System, with items for the Wastewater Treatment Plant Project shown separately; and

(2) when adopted, the final budget for the System, with items for the Wastewater Treatment Plant Project shown separately.

(g) Project Accounts. The Borrower shall maintain Project accounts in accordance with generally accepted government accounting standards, and as separate accounts, as required by the Clean Water Act.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably

requires to review and determine compliance with the Clean Water Act, as provided in Section 75-5-1113(1)(d) of the Act.

(i) Compliance with Clean Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the 2026AB Loans and the Wastewater Treatment Plant Project and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(j) Compliance with DEQ Requirements. The Borrower shall comply with the plans, specifications and other requirements for public sewer systems established by the DEQ, as required by Section 75-5-1113(1)(g) of the Act.

Section 2.4 Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2026AB Bonds or any other funds of the Borrower in respect of the Wastewater Treatment Plant Project or the Series 2026AB Bonds, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the 2026AB Loans or the portion of the 2026AB Loans derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the Wastewater Treatment Plant Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the Wastewater Treatment Plant Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2026AB Loans, be owned by the Borrower and not by any other Person. Any portion of the Wastewater Treatment Plant Project being financed shall be acquired by and shall, during the term of the 2026AB Loans, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the Wastewater Treatment Plant Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the Act or the Clean Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In

addition, except as otherwise provided in the Resolution or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the Wastewater Treatment Plant Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Clean Water Act.

(e) At the Closing of the 2026AB Loans, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2026AB Loans it will not contract with or permit any Private Person to manage the Wastewater Treatment Plant Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an Opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the Act or the Clean Water Act or adversely affect the exclusion of interest on State Bonds from gross income or purposes of federal income taxation.

(g) The Borrower may not lease the Wastewater Treatment Plant Project or any portion thereof to any Person other than a nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the Wastewater Treatment Plant Project to a nonexempt Person pursuant to a lease which in the Opinion of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the Wastewater Treatment Plant Project if (i) such change will violate the Clean Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5 Maintenance of System; Liens. The Borrower shall maintain the System, including the Wastewater Treatment Plant Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the Wastewater Treatment Plant Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2026AB Bonds; provided that this Section 2.5 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the

Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6 Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2026AB Bonds and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2026AB Bonds and the Collateral Documents, (b) such action does not violate the Act or the Clean Water Act and does not adversely affect the exclusion of interest on the Series 2026AB Bonds or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer.

ARTICLE III

USE OF PROCEEDS; THE WASTEWATER TREATMENT PLANT PROJECT

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2026AB Loans solely as follows:

(a) The Borrower shall apply the proceeds of the 2026AB Loans solely to the financing, refinancing or reimbursement of a portion of the costs of the Wastewater Treatment Plant Project, paying costs of issuance of the Series 2026AB Bonds and to fund a deposit to the Reserve Account, as set forth in Appendix A hereto and this Section 3.1. The 2026AB Loans will be disbursed in accordance with Article IV hereof and Article VII of the Indenture. If the Wastewater Treatment Plant Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the Wastewater Treatment Plant Project and expend proceeds of the 2026AB Loans to pay a portion of the costs of completing the Wastewater Treatment Plant Project.

(b) No portion of the proceeds of the 2026AB Loans shall be used to reimburse the Borrower for costs paid prior to the date of adoption of this Resolution of a Project the construction or acquisition of which occurred or began earlier than March 7, 1985. In addition, if any proceeds of the 2026AB Loans are to be used to reimburse the Borrower for Project costs

paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied in respect of such expenditures with the requirements of Section 1.150-2 of the Regulations, as amended or any successor regulation thereto.

(c) Any Debt to be refinanced with proceeds of the 2026AB Loans was incurred after March 7, 1985, or a Project the construction or acquisition of which began after March 7, 1985. No proceeds of the 2026AB Loans shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2 The Wastewater Treatment Plant Project. Set forth in Appendix A to this Supplemental Resolution is a description of the Wastewater Treatment Plant Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the 2026A Loan (the Wastewater Treatment Plant Project may consist of more than one facility or activity), and an estimated budget relating to the Wastewater Treatment Plant Project. The Wastewater Treatment Plant Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements whether the amendment would cause an increase or decrease in the cost of the Wastewater Treatment Plant Project, an increase or decrease in the amount of proceeds of the 2026AB Loans which will be required to complete the Wastewater Treatment Plant Project and whether the change will materially accelerate or delay the construction schedule for the Wastewater Treatment Plant Project;

(b) A written consent to such change in the Wastewater Treatment Plant Project by an Authorized DNRC Officer;

(c) An Opinion or Opinions of Bond Counsel stating that the Wastewater Treatment Plant Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the Act and is, and was at the time the Series 2026AB Bonds were issued, eligible for financing under the Enabling Act, such amendment will not violate the Act or the Enabling Act and such amendment will not adversely affect the exclusion of interest on the State Bonds or the Series 2026AB Bonds from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2026AB Loans may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a Supplemental Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in this Supplemental Resolution as it may be so

amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable test for the incurrence of such debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application or thereafter. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2026AB Loans to pay costs of the Wastewater Treatment Plant Project or as to the availability of additional funds under the Program to increase the principal amount of the 2026AB Loans.

Section 3.3 Wastewater Treatment Plant Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the Wastewater Treatment Plant Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards and, to the extent applicable, the Borrower has complied or will comply with the requirements of the Uniform Relocation and Real Property Acquisition Policies Act and with federal laws and regulations regarding flood plain management and wetlands protection, including Executive Order No. 11988;

(b) all future construction of the Wastewater Treatment Plant Project will be done only pursuant to fixed price construction contracts, and the Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

(c) all future construction of the Wastewater Treatment Plant Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the Wastewater Treatment Plant Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code, as amended;

(e) in the event the Wastewater Treatment Plant Project is required to comply with the American iron and steel provisions of the 2014 Act (defined below), all the iron and steel products used in the Wastewater Treatment Plant Project are produced in the United States in compliance with and within the meaning of the "American Iron and Steel" provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the American Iron and Steel requirements of the 2014 Act have been granted by the EPA;

(f) in the event the Wastewater Treatment Plant Project is required to comply with the provisions of BABA (defined below), all iron and steel, manufactured products, and construction materials used in the Wastewater Treatment Plant Project are produced in the United States in

compliance with and within the meaning of the provisions of the Build America, Buy America Act (“BABA”) of the Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, and as further amended), such provisions being at Sec. 70901 et seq. of the Infrastructure Investment and Jobs Act, as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the requirements of BABA have been granted by the EPA;

(g) the Wastewater Treatment Plant Project is a project of the type permitted to be financed under the Enabling Act, the Act, and the Program and Title VI of the Clean Water Act; and

(h) the Borrower will undertake the Wastewater Treatment Plant Project promptly after the Closing and will cause the Wastewater Treatment Plant Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower; it is estimated by the Borrower that the Wastewater Treatment Plant Project will be substantially completed by June 30, 2027.

Section 3.4 Completion or Cancellation or Reduction of Costs of the Wastewater Treatment Plant Project.

(a) Upon completion of the Wastewater Treatment Plant Project, the Borrower shall deliver to the DNRC a certificate stating that the Wastewater Treatment Plant Project is complete and stating the remaining amount, if any, of the Committed Amount. If Appendix A describes two or more separate projects as making up the Wastewater Treatment Plant Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the Wastewater Treatment Plant Project is cancelled or reduced or its costs are reduced or for any other reason the Borrower will not require the full Committed Amount, the Borrower shall promptly notify the DNRC in writing of such fact and the amount of the Committed Amount, which will not be needed.

(c) The Borrower may not request an advance on the 2026B Loan after the date that is 180 days following the date of substantial completion of the Wastewater Treatment Plant Project (such date, the “Loan Close Out Date”), and by no later than the Loan Close Out Date, the DNRC and the DEQ will close out and cease administering the 2026B Loan, unless an extension is granted in writing by and in the sole discretion of the DEQ.

ARTICLE IV

THE 2026AB LOANS

Section 4.1 The 2026AB Loans; Disbursement of 2026AB Loans.

(a) The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to (i) \$850,000 (the “2026A Committed Amount”), and (ii) \$2,550,000 (the “2026B Committed Amount”) for the purposes of financing, refinancing or

reimbursing the Borrower for a portion of the costs of the Wastewater Treatment Plant Project, paying costs of issuance of the Series 2026AB Bonds, and funding a deposit to the Reserve Account; provided the DNRC shall not be required to disburse any proceeds of the 2026AB Loans to the Borrower after December 31, 2027. The Committed Amount may be reduced as provided in Sections 3.2 and 3.4 of this Supplemental Resolution.

(b) The DNRC intends to disburse the 2026AB Loans through the Trustee. In consideration of the issuance of the Series 2026A Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2026AB Loans upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the Series 2026A Bond and an Opinion of Bond Counsel as to the validity and enforceability of the Series 2026B Bond and the security therefor and stating in effect that interest on the Series 2026B Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the Series 2026A Bond and the Series 2026B Bond, fully executed and authenticated;

(3) a certified copy of the Original Resolution, as amended to date, and this Supplemental Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2026AB Loans;

(5) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for the costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in (1) above, (A) that the acquisition or construction of the Project was begun no earlier than March 7, 1985 or the debt was incurred no earlier than March 7, 1985, (B) of the Borrower's title to the Project, (C) of the costs of such Project and that such costs have been paid by the Borrower and (D) if such costs were paid before adoption of this Supplemental Resolution that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the 2026AB Loans to be disbursed at Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or Bond Counsel may require (including any necessary arbitrage rebate instructions).

(c) In order to obtain a disbursement of a portion of the 2026AB Loans to pay costs of the Wastewater Treatment Plant Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(d) From and after the 2026B First Advance, the 2026AB Loans shall be disbursed, subject to the other terms and conditions of this Supplemental Resolution, in the following order:

(1) First, following the initial advance of the 2026A Loan and the 2026B Loan, each advance will be split equally between the 2026A Loan and the 2026B Loan, until the entire amount of the 2026A Loan is advanced; provided that the initial advance of the 2026B Loan shall be in the amount of the 2026B First Advance.

(2) Second, after the 2026A Loan is advanced in full, all advances will be from only the 2026B Loan.

(e) The Borrower shall submit the request for the 2026B First Advance in the form required by the DNRC so that it is received in sufficient time for the DNRC to process the information by the date desired by the Borrower for the making of the 2026B First Advance. The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, the 2026B First Advance or any advance of any amounts under the 2026B First Advance until such time as the Borrower shall have set aside and funded the Reserve Account in an amount then required to satisfy the Reserve Requirement.

(f) For refinancings, a disbursement schedule complying with the requirements of the Clean Water Act shall be established by the DNRC and the Borrower at Closing.

(g) If all or a portion of the 2026AB Loans is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b) of this Supplemental Resolution relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Clean Water Act established by the DNRC and the Borrower at the Closing.

(h) Notwithstanding anything else provided herein, the Trustee shall not be obligated to disburse the 2026AB Loans any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do "overmatching" pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making C2026B Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its reasonable best efforts to obtain an acceleration of such schedule if necessary.

(i) Upon making each 2026A Loan disbursement and 2026B Loan Disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2026A Bond and the Series 2026B Bond, respectively. A Schedule A reflecting the amount of the 2026B First Advance will be first attached to the Series 2026B Bond at Closing.

(j) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof, on the date of the 2026B First Advance and any subsequent disbursement dates, any proceeds of the 2026B Loan borrowed for the purpose of increasing the balance in the Reserve Account to the Reserve Requirement. The Borrower further acknowledges and agrees that any portions of

the 2026AB Loans representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Revenue Bond Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2026AB Bonds and interest thereon shall accrue only from the date of transfer.

(k) Compliance by the Borrower with its representations, covenants and agreements contained in the Original Resolution, this Supplemental Resolution and the Collateral Documents shall be a further condition precedent to the disbursement of the 2026AB Loans in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the 2026AB Loans.

Section 4.2 Commencement of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under Article V hereof shall commence only upon the first disbursement by the Trustee of the 2026AB Loan proceeds.

Section 4.3 Termination of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents in respect of the Series 2026AB Bonds shall terminate upon payment in full of all amounts due under the Series 2026AB Bonds and this Supplemental Resolution; provided, however, that the covenants and obligations provided in Article VI and 4.01 of this Supplemental Resolution shall survive the termination of this Supplemental Resolution.

Section 4.4 Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

ARTICLE V

REPAYMENT OF 2026AB LOANS

Section 5.1 Repayment of 2026AB Loans. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof in accordance with this Section 5.1.

5.1.1. Interest and Surcharges. Until a Determination Statement is delivered by the DNRC to the Borrower and so long as the Borrower's obligation to repay the principal of the 2026A Loan is forgiven as provided in Section 5.1.2 below, amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2026A Bond bear interest at the rate of zero percent (0.00%) per annum from the date of each advance; provided, however, if the DNRC delivers to the Borrower a Noncompliance Statement, then all principal of the Series 2026A Bond advanced by the DNRC shall be payable and amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2026A Bond shall bear interest at the rate of two percent (2.00%) per annum and in addition the Borrower shall pay the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge from the date of each advance under the Series 2026A Bond. The 2026B Loan shall bear interest at the rate of two percent (2.00%)

per annum and the Borrower shall pay the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amounts of the 2026B Loan. For purposes of this Supplemental Resolution and the Program, with respect to the 2026A Loan (if a Noncompliance Statement is delivered) and the 2026B Loan, the term “interest on the 2026AB Loans” or “interest on the 2026A Loan” or “interest on the 2026B Loan” when not used in conjunction with a reference to any surcharges, shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge. The Borrower shall pay all Loan Repayments and surcharges in lawful money of the United States of America to the DNRC. Interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

5.1.2. Repayment of 2026A Loan; Principal Forgiveness.

(a) The Borrower is obligated to repay the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2026A Loan, unless the DNRC forgives the Borrower’s obligation to repay the principal of the 2026A Loan as provided in Section 5.1.2(b). Subject to the provisions of Section 5.1.2(b), the Loan Repayments and the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2026A Loan shall be due on each Payment Date, as follows:

(1) interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the outstanding principal balance of the 2026A Loan shall be payable from and after the date of each advance of principal of the 2026A Loan on each Payment Date at the rate of 2.50% per annum, beginning on the first Payment Date following the date of delivery by the DNRC of a Noncompliance Statement and concluding on July 1, 2056; and

(2) the principal of the 2026A Loan shall be payable on each Payment Date, beginning on the Payment Date that is the first to occur following delivery by the DNRC of a Noncompliance Statement, and concluding on July 1, 2056 and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at the rate of 2.50% per annum.

(b) Notwithstanding Section 5.1.2(a), so long as the Borrower is proceeding diligently to completion of the Wastewater Treatment Plant Project and the Borrower has executed and delivered the Compliance Certificate and Request to the DNRC in form and substance satisfactory to the DNRC and the DEQ, within thirty (30) days after the date that the Compliance Certificate and Request is provided to the Borrower by the DNRC, the DNRC will, following review and approval of the Compliance Certificate and Request, deliver to the Borrower a Forgiveness Statement and the Borrower will thereafter have no obligation to repay amounts advanced under the Series 2026A Bond or interest or surcharges thereon and the Series 2026A Bond will be marked “CANCELLED” and returned by the DNRC to the Borrower. However, in the event the Borrower fails to deliver timely the Compliance Certificate and Request, or the Borrower cannot submit the Compliance Certificate and Request because it cannot make the certifications required therein, or the Compliance Certificate and Request is delivered in a form that deviates materially from that attached hereto as Appendix D as determined in the sole and complete discretion of the DNRC and the DEQ, or the DNRC or the DEQ determine at any time that the Wastewater Treatment Plant Project or any portion thereof or of the work relating thereto

fails to comply with Program requirements, then the DNRC will deliver to the Borrower a Noncompliance Statement. Upon delivery of a Noncompliance Statement by the DNRC to the Borrower, all principal advanced or to be advanced under the Series 2026A Bond, together with interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon from the date of each advance, shall be payable as provided in Section 5.1.2 (a).

(c) In addition, in the event the DNRC delivers a Noncompliance Statement (i) the Series 2026A Bond will continue in effect as a Subordinate Obligation, and (ii) the Borrower will forthwith comply with the rate covenant set forth in Section 6.7 of the Original Resolution, as amended hereby, and, if necessary, increase the rates and charges of the System to satisfy such rate covenant as soon as practicable and in any event no later than three (3) months after the date of delivery to the Borrower by the DNRC of a Noncompliance Statement.

5.1.3. Repayment of 2026B Loan. The Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2026B Loan required by this Section 5.1 shall be due on each Payment Date, as follows:

(1) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2026B Loan shall be payable on each January 1 and July 1, beginning on January 1, 2027 and concluding on July 1, 2056; and

(2) the principal of the 2026B Loan shall be payable on each January 1 and July 1, beginning on January 1, 2027, and concluding on July 1, 2056, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at a rate of 2.50% per annum; provided that principal of the 2026B Loan is payable only in amounts that are multiples of \$1,000.

5.1.4. Details Regarding Loan Repayments. Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2026B Loan and, if applicable, on the 2026A Loan shall be due on the dates specified above and on the dates and in the amounts shown in Schedule B to the Series 2026A Bond and the Series 2026B Bond, as such Schedule B shall be modified from time to time as provided in Section 5.1.2 and below. Schedule B will first be attached to the Series 2026B Bond and, as appropriate, the Series 2026A Bond, at Closing. The portion of each such Loan Repayment consisting of principal and the portion consisting of interest and the amount of each Administrative Expense Surcharge and the amount of each Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2026A Bond and the Series 2026B Bond on and after Closing. Upon each disbursement of 2026AB Loan amounts to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the Series 2026A Bond and the Series 2026B Bond, as applicable, under "Advances" and the total amount advanced under Section 4.1, including such disbursement, under "Total Amount Advanced." Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on such advance shall accrue from the date the advance is made and shall be due and payable on the dates in the amounts shown in Schedule B to each of the Series 2026A Bond and Series 2026B Bond, as such Schedule B shall be modified from time to time as provided herein.

If the DNRC shall have delivered a Noncompliance Statement, then Schedule B to the Series 2026A Bond shall continue to reflect interest and surcharges on amounts advanced under the Series 2026A Bond at the rate of 2.50% per annum, as may be revised to reflect the full principal amount advanced under the Series 2026A Bond, the initial Payment Date, and the periodic total loan payment, and the Trustee shall send a copy of such schedules to the Borrower within one month after delivery by the DNRC of the Noncompliance Statement. If the DNRC delivers a Forgiveness Statement, Schedule B to the Series 2026A Bond will be disregarded and of no effect

Past-due Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal and interest as to the Series 2026B Bond and, if applicable, the Series 2026A Bond, and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge as to the Series 2026B Bond, and, if applicable, the Series 2026A Bond under this Section 5.1 shall be credited against the same payment obligation under each of the Series 2026B Bond and, as applicable, the Series 2026A Bond.

Section 5.2 Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2026AB Loans, all reasonable expenses of the DNRC and the Trustee in connection with the 2026AB Loans, the Collateral Documents and the Series 2026AB Bonds, including, but not limited to:

- (a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2026AB Bonds;
- (b) the fees and disbursements of Bond Counsel and other Counsel utilized by the DNRC and the Trustee in connection with the 2026AB Loans, this Supplemental Resolution, the Collateral Documents and the Series 2026AB Bonds and the enforcement thereof; and
- (c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2026AB Bonds, whether or not the Series 2026AB Bonds are then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the Series 2026AB Bonds, the Collateral Documents and this Supplemental Resolution and all expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3 Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2026B Bond, and, if applicable, the Series 2026A Bond, unless (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If

the Series 2026AB Bonds are prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of the Series 2026AB Bonds.

Section 5.4 Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Supplemental Resolution and the Series 2026AB Bonds and to perform its other agreements contained in this Supplemental Resolution, the Series 2026AB Bonds and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Supplemental Resolution and the Series 2026AB Bonds, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2026AB Bonds and the Collateral Documents and (c) shall not terminate this Supplemental Resolution, the Series 2026AB Bonds or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Wastewater Treatment Plant Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Supplemental Resolution.

Section 5.5 Limited Liability. All payments of principal of and interest on the 2026AB Loans and other payment obligations of the Borrower hereunder and under the Series 2026AB Bonds shall be special, limited obligations of the Borrower payable, with respect to the Series 2026B Bond, solely out of the Net Revenues or, with respect to the Series 2026A Bond solely out of Surplus Net Revenues, and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under the Resolution and the Series 2026AB Bonds shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2026AB Bonds, and no funds or property of the Borrower other than the Net Revenues or, as appropriate, Surplus Net Revenues may be required to be used to pay principal of or interest on the Series 2026AB Bonds.

ARTICLE VI

INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an "Indemnified Party" or, collectively, the "Indemnified Parties") against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the Wastewater Treatment Plant Project. The Borrower shall, to the

extent permitted by law, also indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VII

ASSIGNMENT

Section 7.1 Assignment by Borrower. The Borrower may not assign its rights and obligations under the Resolution or the Series 2026AB Bonds.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2026AB Bonds and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3 State Refunding Bonds. In the event the State Bonds are refunded by bonds which are not State Bonds, all references in the Resolution to State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the "Refunding Bonds") or, in the case of a crossover refunding, to the State Bonds and the Refunding Bonds.

ARTICLE VIII

THE SERIES 2026AB BONDS

Section 8.1 Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2026B Bond the Net Revenues (and in respect of the Series 2026A Bond, if necessary, the Surplus Net Revenues) to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2026B Bond are expected to be more than sufficient to pay the principal and interest when due on the Bonds, and to create and maintain reasonable reserves therefor and to provide an adequate allowance for replacement and depreciation, as prescribed herein. For purposes of the foregoing statement, principal of and interest on the 2026A Loan are disregarded. The Borrower acknowledges and agrees that if the DNRC delivers a Noncompliance Statement to the Borrower as provided in Section 5.1.2 as determined in the sole and complete discretion of the DNRC, then principal and interest and surcharges will become due and owing on the 2026A Loan evidenced by the Series 2026A Bond as provided in Section 5.1 and the Borrower shall thereupon, and no later than three months after delivery of such a statement, to the extent required by Section 6.7 of the Original Resolution, as amended hereby, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 8.2 Issuance and Sale of the Series 2026AB Bonds. The Council has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2026AB Bonds to evidence the 2026AB Loans. The Series 2026AB Bonds are issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3 Terms. The Series 2026A Bond and the Series 2026B Bond shall be in the maximum principal amount equal to the original 2026A Committed Amount and 2026B Committed Amount, respectively, shall each be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rate charged by the DNRC on the 2026A Loan and 2026B Loan, respectively. The principal of and interest on the Series 2026A Bond and the Series 2026B Bond shall be payable on the same dates and in the same amounts as principal and interest of the Loan Repayments are payable. Advances of principal of the Series 2026A Bond and the Series 2026B Bond shall be deemed made when advances of the 2026A Loan, are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2026A Bond and the Series 2026B Bonds, as applicable, as may be revised by the DNRC from time to time in accordance with Section 5.1. The Series 2026A Bond is a Subordinate Obligation payable only from the Surplus Net Revenues available in the Sewer System Fund. The Series 2026B Bond is a Bond.

The Borrower may prepay the Series 2026AB Bonds, in whole or in part, only upon the terms and conditions under which it can prepay the 2026AB Loans under Section 5.3.

Section 8.4 Negotiability, Transfer and Registration. The Series 2026AB Bonds shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC and shall be dated the date of delivery. While so registered, principal of and interest on the Series 2026AB Bonds shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1539 Eleventh Avenue, Helena, Montana 59620 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2026AB Bonds shall be negotiable, subject to the provisions for registration and transfer contained in this Section. No transfer of the Series 2026AB Bonds shall be valid unless and until (1) the holder, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2026AB Bonds, and (2) the Finance Officer/City Clerk of the Borrower or successors, as Registrar, has duly noted the transfer on the Series 2026AB Bonds and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2026AB Bonds are registered as the absolute owner of the Series 2026AB Bonds for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower's liability upon such Series 2026AB Bonds to the extent of the sum or sums so paid.

Section 8.5 Execution and Delivery. The Series 2026AB Bonds shall be executed on behalf of the Borrower by the manual signatures of the Mayor and the Finance Officer/City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the

Series 2026AB Bonds. In the event that any of the officers who shall have signed the Series 2026AB Bonds shall cease to be officers of the Borrower before the Series 2026AB Bonds are issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2026AB Bonds may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2026AB Bonds shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2026A Bond shall be prepared in substantially the form attached as Appendix B-1 and the Series 2026B Bond shall be prepared in substantially the form attached as Appendix B-2.

ARTICLE IX

SECURITY FOR THE SERIES 2026AB BONDS

The Series 2026B Bond is issued as an additional Bond under Article X of the Original Resolution, and shall, with the Series 2010B Bond, the Series 2010C Bond, Series 2021B Bond, the Series 2026 Bond, and any other additional Bonds issued under the provisions of Article X of the Original Resolution, be equally and ratably secured by the provisions of the Resolution and payable out of the Net Revenues appropriated to the Revenue Bond Account of the Sewer System Fund, without preference or priority, all as provided in the Resolution, and secured by the Reserve Account, as further provided in Section 11.5 of the Original Resolution, and in the following sentence. Upon advancement of principal of the Series 2026B Bond, the Finance Officer/City Clerk of the Borrower shall transfer from proceeds of the Series 2026B Bond such amount or amounts to the SRF Reserve Subaccount to cause the balance therein to equal the SRF Reserve Requirement, treating such principal amount as outstanding. Upon each advance of the Series 2026B Bond, the deposit to the SRF Reserve Subaccount shall be sufficient to cause the balance in the Reserve Account to equal the Reserve Requirement in respect of the Series 2010B Bond, Series 2010C Bond, the Series 2021B Bond, and the principal amount of the Series 2026B Bond so advanced. The Series 2021A Bond and the Series 2026A Bond is a Subordinate Obligation issued under Section 10.4 of the Original Resolution and payable, if at all, only from the Surplus Net Revenues. No payment of principal or interest shall be made on any Subordinate Obligation, including the Series 2021A Bond and the Series 2026A Bond, if the Borrower is then in default in the payment of principal of or interest on any Bond or if there is a deficiency in the Operating Account or the Revenue Bond Account or the balance in the Reserve Account is less than the Reserve Requirement. In the event the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge become payable under the Series 2021A Bond and the Series 2026A Bond, the Borrower shall cause rates and charges to be increased to produce Net Revenues and Surplus Net Revenues at least equal to the amount required under Section 6.7 of the Original Resolution, as amended, within three (3) months following delivery of a Noncompliance Statement. The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered holders from time to time of the Series 2026AB Bonds.

ARTICLE X

TAX MATTERS

Section 10.1 Use of Wastewater Treatment Plant Project. The Wastewater Treatment Plant Project will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Wastewater Treatment Plant Project or security for the payment of the Series 2026B Bond which might cause the Series 2026B Bond, to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code.

Section 10.2 General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2026B Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2026B Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2026B Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3 Arbitrage Certification. The Mayor and the Finance Officer/City Clerk, being among the officers of the Borrower charged with the responsibility for issuing the Series 2026B Bond pursuant to this Supplemental Resolution, are authorized and directed to execute and deliver to the DNRC a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2026B Bond, it is reasonably expected that the proceeds of the Series 2026B Bond will be used in a manner that would not cause the Series 2026B Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 10.4 Arbitrage Rebate. The City acknowledges that the Series 2026B Bond is subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2026B Bond from gross income for federal income tax purposes, unless the Series 2026B Bond qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2026B Bond (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor and the Finance Officer/City Clerk are hereby authorized and directed to execute a rebate certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

Section 10.5 Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than August 15, 2026, a statement concerning the Series 2026B Bond containing the information required by Section 149(e) of the Code.

ARTICLE XI

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2026AB Bonds under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the Mayor and the Finance Officer/City Clerk of the Borrower to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
1539 Eleventh Avenue
P. O. Box 201601
Helena, Montana 59620-1601
Attn: Conservation and Resource
Development Division

Trustee: U.S. Bank Trust Company, N.A.
Attn: Global Corporate Trust, PD-OR-C1LV
Columbia Center
17650 NE Sandy Blvd
Portland, Oregon 97230-5000

Borrower: City of Hardin
406 N. Cheyenne Avenue
Hardin, Montana 59034
Attn: Finance Officer/City Clerk

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 12.2 Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 12.3 Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 12.4 Amendments. This Supplemental Resolution may not be effectively amended without the written consent of the DNRC.

Section 12.5 Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the laws of the State.

Section 12.6 Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution. References to Articles and Sections are to Articles and Sections of this Supplemental Resolution, unless the context otherwise requires.

Section 12.7 No Liability of Individual Officers, Directors, Trustees or Council Members. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the 2026AB Loans.

Section 12.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2026AB Bonds, shall not be Business Day, such payments may be made or act performed or right exercised on the next succeeding a Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2026AB Bonds.

Section 12.9 Right of Others to Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder,

then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the Wastewater Treatment Plant Project or the facility or facilities of which the Wastewater Treatment Plant Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 12.10 Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2026AB Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2026AB Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 12.11 Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the Borrower and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

(b) Effective Date. This Supplemental Resolution shall take effect immediately.

Adopted by the City Council of the City of Hardin, Montana, on this 19th day of May, 2026.

Mayor

Attest: _____
Finance Officer/City Clerk

(SEAL)

APPENDIX A

DESCRIPTION OF THE PROJECT

The Wastewater Treatment Plant Project generally consists of engineering, designing, constructing and installation of certain improvements to the wastewater system of the City, including collection system repair and replacement; replacement of the existing headworks structure and grinder/screening system to address all deficiencies and MDEQ/EPA requirements; construction of a new sequencing batch reactor, along with all appurtenances; and related improvements.

The aggregate costs of the Wastewater Treatment Plant Project, including engineering and financing costs, are estimated to consist of the following items:

	Phase I Costs	Phase II and Phase III Costs	Total
Personnel Costs		\$ 2,000.00	\$ 2,000.00
Office Costs		\$ 2,000.00	\$ 2,000.00
Audit Fees		\$ 20,000.00	\$ 20,000.00
Legal Fees		\$ 2,000.00	\$ 2,000.00
Bond Costs	\$ 20,000.00	\$ 60,000.00	\$ 80,000.00
Interim Interest		\$ 59,500.00	\$ 59,500.00
Loan Reserves (SRF)	\$ 18,572.00	\$ 100,000.00	\$ 118,572.00
Engineering – Basic Services	\$ 80,388.00	\$ 1,296,856.00	\$ 1,377,244.00
Engineering – RPR	\$ 42,816.00	\$ 353,264.00	\$ 396,080.00
Engineering – Additional Services	\$ 9,194.00	\$ 40,000.00	\$ 49,194.00
Construction (I&I Work)	\$ 704,173.00		\$ 704,173.00
Construction (WWTP)		\$ 13,910,536.00	\$ 13,910,536.00
Project Contingency		\$ 789,063.00	\$ 789,063.00
TOTAL PROJECT COSTS	\$ 875,143.00	\$ 16,635,219.00	\$ 17,510,362.00

Phase I of the Wastewater Treatment Plant Project is substantially complete, and was financed with proceeds of the Series 2021A Bond, Series 2021B Bond, a DNRC Renewable Resources grant in the amount of \$125,000 and \$77,000 the City had on hand and available therefor. Costs of Phases II and III the Wastewater Treatment Plant Project and related financing costs in excess of the costs financed by proceeds of the Series 2026 Bond, the Series 2026A Bond, and the Series 2026B Bond are expected to be paid from \$74,504 of the proceeds of the Series 2021B Bond, an additional series of bonds issued by the City and purchased by the USDA in the aggregate principal amount of up to \$2,562,000, two USDA grants totaling \$7,400,000, a Montana Coal Endowment Program grant in the amount of \$500,000, a Coal Board grant in the amount of \$250,000, and \$327,715 the City has on hand and available therefor.

APPENDIX B-1

[Form of the Series 2026A Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF BIG HORN

CITY OF HARDIN

SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
TAXABLE SERIES 2026A

R-1

\$850,000

FOR VALUE RECEIVED, CITY OF HARDIN, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of its Sewer System Fund (the "Sewer System Fund"), the sum of the principal amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond from the date of each advance of principal, each at the rate of twenty-five hundredths of one percent (0.25%) per annum, all subject to the effect of the immediately following paragraph. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Payment Date") commencing with the Payment Date that is the first to occur following delivery by the DNRC to the Borrower of a statement that the Borrower's obligation to repay the principal amount of the 2026A Loan is not forgiven and ending on July 1, 2056, all as described in the Resolution (as hereinafter defined). The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of 2026A Loan, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution, and the final Schedule B will reflect repayments under Section 5.1.4 of the Supplemental Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve

Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond Register, in lawful money of the United States of America.

NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SERIES 2026A BOND, IN THE EVENT THAT THE BORROWER TIMELY DELIVERS A COMPLIANCE CERTIFICATE AND REQUEST (AS DEFINED IN THE RESOLUTION) IN FORM AND SUBSTANCE SATISFACTORY TO THE DNRC AND THE DNRC IN RESPONSE THERETO SUPPLIES TO THE BORROWER A FORGIVENESS STATEMENT, THEN THEREUPON INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2026A BOND FROM THE DATE OF EACH ADVANCE AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM AND THE BORROWER'S OBLIGATION TO REPAY PRINCIPAL ADVANCED HEREUNDER SHALL BE FORGIVEN, AND THE BORROWER SHALL HAVE NO OBLIGATION TO REPAY THE DNRC OR ITS REGISTERED ASSIGNS ANY AMOUNTS ADVANCED HEREUNDER OR INTEREST OR ANY SURCHARGE THEREON. THIS SERIES 2026A BOND SHALL THEREUPON BE MARKED "CANCELLED" AND RETURNED BY THE HOLDER TO THE BORROWER, AND THIS SERIES 2026A BOND SHALL NO LONGER CONSTITUTE AN OBLIGATION OF THE BORROWER OR OF THE SYSTEM (AS HEREINAFTER DEFINED). IN ADDITION, UNTIL THE DELIVERY OF A DETERMINATION STATEMENT BY THE DNRC TO THE BORROWER, THE OBLIGATION OF THE BORROWER TO REPAY THE OUTSTANDING PRINCIPAL AMOUNT HEREOF SHALL BE DEFERRED UNTIL THE EPAYMENT DATE FIRST OCCURRING AFTER DELIVERY OF A NONCOMPLIANCE STATEMENT AND INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2026A BOND FROM THE DATE OF EACH ADVANCE UNTIL DELIVERY OF SUCH A NONCOMPLIANCE STATEMENT AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM.

This Bond is a Subordinate Obligation denominated the "Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A," issued in the maximum authorized principal amount of \$850,000 (the "Series 2026A Bond"). The Series 2026A Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the "System"). The Series 2026A Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 1753, adopted by the City Council on August 19, 2003 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 1899, 2004, 2261, 2401, 2425, and [] adopted by the City Council of the City on December 15, 2009, April 2, 2013, March 16, 2021, May 6, 2025, January 6, 2026, and May 19, 2026, respectively (the Original Resolution, as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution. The Series 2026A Bond is issuable only as a single, fully registered bond. The Series 2026A Bond is issued as a Subordinate Obligation payable out of available Surplus Net Revenues in the Replacement and

Depreciation Account or the Surplus Account in the Sewer System Fund of the Borrower. Simultaneously herewith, the Borrower is issuing its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2026B (the "Series 2026B Bond"), which is payable from the Revenue Bond Account in the Sewer System Fund of the Borrower on a parity with the Borrower's Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "Series 2010B Bond"), its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the "Series 2010C Bond"), its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2021B (the "Series 2021B Bond"), and its Sewer System Revenue Bond, Series 2026 (the "Series 2026 Bond"). The Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, the Series 2026 Bond, and the Series 2026B Bond are referred to collectively herein as the "Outstanding Bonds." Following the 2026B First Advance, the total amount of each advance will be split substantially equally between the Series 2026A Bond and the Series 2026B Bond, until the entire amount of the Series 2026A Bond is advanced; provided that the initial advance shall include the 2026B First Advance. After the Series 2026A Bond is advanced in full, all advances will be from only the Series 2026B Bond.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2026A Bond has been issued, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2026A Bond.

The Borrower may prepay the principal of the Series 2026A Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2026A Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity, or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of this Series 2026A Bond.

This Series 2026A Bond, including interest and any premium for the redemption thereof, are payable solely from the Surplus Net Revenues available for the payment hereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2026A Bond is registered as the absolute owner hereof, whether this Series 2026A Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2026A Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System

will be paid, and a separate and special Replacement and Depreciation Account and Surplus Account in that Sewer System Fund, into which will be paid Surplus Net Revenues, subject to the prior lien thereon of the Operating Account, the Revenue Bond Account and the Reserve Account; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross revenues adequate to pay promptly the reasonable and current Operating Expenses, to produce during each fiscal year Net Revenues equal to not less than 110% of the maximum annual principal and interest payable on any outstanding Bonds in any future fiscal year, to maintain the Reserve Account to the Reserve Requirement, and, if a Forgiveness Statement is not delivered, to produce in each fiscal year adequate Surplus Net Revenues to pay the principal of and interest on the Series 2026A Bond as and when due; that additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Outstanding Bonds and any additional parity Bonds on such Net Revenues (such as is the case with this Series 2026A Bond); that all provisions for the security of the holder of this Series 2026A Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2026A Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2026A Bond and the interest hereon are payable solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of the Sewer System Fund and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2026A Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Hardin, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and the Finance Officer/City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the ____ day of _____, 20__.

By _____
Mayor

Attest:

Finance Officer/City Clerk

(SEAL)

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the Finance Officer/City Clerk as Registrar, has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the City of Hardin, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Finance Officer/City Clerk
_____, 20____	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The Finance Officer/City Clerk of the City, acting as Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Registrar

FORM OF ASSIGNMENT

For value received, the Bond is hereby transferred and assigned by the undersigned holder, without recourse, to _____ on this _____ day of _____, _____.

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX B-2

[Form of the Series 2026B Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF BIG HORN

CITY OF HARDIN

SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2026B

R-1

\$2,550,000

FOR VALUE RECEIVED, CITY OF HARDIN, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Principal, interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1, beginning on January 1, 2027 and concluding July 1, 2056. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of 2026B Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under “Total Amount Advanced.” The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution (as hereinafter defined). Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder

of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$2,550,000 (the "Series 2026B Bond"). The Series 2026B Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the "System"), to fund deposits to the SRF Reserve Subaccount, and to pay costs of issuance of the Series 2026B Bond. The Series 2026B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 1753, adopted by the City Council on August 19, 2003 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 1899, 2004, 2261, 2401, 2425, and [____], adopted by the City Council of the City on December 15, 2009, April 2, 2013, March 16, 2021, May 6, 2025, January 6, 2026, and May 19, 2026, respectively (the Original Resolution, as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2026B Bond is issuable only as a single, fully registered bond. The Borrower is also issuing simultaneously herewith its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A. The Series 2026B Bond is issued on a parity with the Borrower's Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "Series 2010B Bond"), its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the "Series 2010C Bond"), its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2021B (the "Series 2021B Bond"), and its Sewer System Revenue Bond, Series 2026 (the "Series 2026 Bond"). The 2026B First Advance is made as of the date hereof.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2026B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional Bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, the Series 2026 Bond, and the Series 2026B Bond (collectively, the "Outstanding Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2026B Bond.

The Borrower may prepay the principal of the Series 2026B Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2026B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of

maturity, or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of this Series 2026B Bond.

This Series 2026B Bond, including interest and any premium for the redemption hereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2026B Bond is registered as the absolute owner hereof, whether this Series 2026B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2026B Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created an Operating Account in its special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in that Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable semiannually from the Revenue Bond Account; that the Borrower has created a Reserve Account in Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account, sufficient to maintain a reserve there equal to, as of the date of calculation, the Reserve Requirement; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, the Series 2026 Bond, the Series 2026B Bond, and any additional parity Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross revenues adequate to pay promptly the Operating Expenses and to produce during each fiscal year Net Revenues not less than 110% of the maximum annual principal and interest payable on the outstanding Bonds in any future fiscal year and to maintain the balance in the Reserve Account at the Reserve Requirement; that additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, the Series 2026 Bond, the Series 2026B Bond, and other parity Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, the Series 2026 Bond, the Series 2026B Bond, and additional Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2026B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2026B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been

performed as so required; and that this Series 2026B Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2026B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Hardin, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and the Finance Officer/City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the __ day of _____, 20__.

Mayor

(SEAL)

Finance Officer/City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the Finance Officer/City Clerk as Registrar, has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the City of Hardin, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Finance Officer/City Clerk
, 20	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The Finance Officer/City Clerk of the City, acting as Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Registrar

FORM OF ASSIGNMENT

For value received, the Bond is hereby transferred and assigned by the undersigned holder, without recourse, to _____ on this ____ day of _____, _____.

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX C

ADDITIONAL AGREEMENTS, REPRESENTATIONS AND COVENANTS

[NONE]

APPENDIX D

\$3,400,000
Sewer System Revenue Bonds
(DNRC Water Pollution Control State Revolving Loan Program)
consisting of \$850,000 Subordinate Lien Taxable Series 2026A Bond
and \$2,550,000 Series 2026B Bond
City of Hardin, Montana

COMPLIANCE CERTIFICATE AND REQUEST

We, _____ and _____, hereby certify that we are on the date hereof the duly qualified and acting Mayor and the Finance Officer/City Clerk, respectively, of the City of Hardin, Montana (the "Borrower"), and that:

1. Pursuant to Resolution No. 1753, adopted by the City Council on August 19, 2003 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 1899, 2004, 2261, 2401 and 2425, adopted by the City Council of the City on December 15, 2009, April 2, 2013, March 16, 2021, May 6, 2025 and January 6, 2026, respectively, and as further amended and supplemented by Resolution No. ____, adopted on May 19, 2026, entitled "Resolution Relating to \$3,400,000 Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Consisting of \$850,000 Subordinate Lien Taxable Series 2026A Bond and \$2,550,000 Series 2026B Bond; Authorizing the Issuance and Fixing the Terms and Conditions Thereof" (the "Supplemental Resolution"), the Borrower issued its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A, dated, as originally issued, as of _____, 20__, in the maximum aggregate principal amount of \$850,000 (the "Series 2026A Bond"), and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2026B, dated, as originally issued, as of _____, 20__, in the maximum aggregate principal amount of \$2,550,000 (the "Series 2026B Bond"). The Borrower has reviewed the Supplemental Resolution, including, without limitation, Articles II and III thereof, and the definitions relating thereto. The Borrower acknowledges and agrees that the Series 2026A Bond evidences a loan made to the Borrower from the DNRC from funds made available to the DNRC from an EPA Capitalization Grant, and that this Certificate is being relied upon by the DNRC for ensuring compliance with requirements applicable to the Borrower, the DNRC, and the Wastewater Treatment Plant Project (as hereinafter defined). Capitalized terms used herein without definition shall have the meanings given them in the Original Resolution, as amended and supplemented through the Supplemental Resolution (as so amended and supplemented, the "Resolution").

2. The Series 2026A Bond is issued to finance a portion of the costs of construction and installation of various improvements to the System, generally described as the Wastewater Treatment Plant Project (the "Wastewater Treatment Plant Project") in the Resolution. Construction of the Wastewater Treatment Plant Project has complied with all federal and state standards, including, without limitation, EPA regulations and standards. The Wastewater

Treatment Plant Project is expected to be completed and placed in service on or about _____, 20__.

3. Costs of the Wastewater Treatment Plant Project in the amount of \$_____ have been paid as of the date of delivery of this Certificate. The Borrower hereby waives its right to any remaining 2026A Committed Amount not advanced or to be advanced upon delivery hereof. The Borrower specifically confirms and agrees that any remaining amounts of the 2026AB Loans to be lent to the Borrower, if any, shall be evidenced by the Series 2026B Bond.

4. As of the date hereof, the Borrower has spent the following amounts in connection with the Wastewater Treatment Plant Project and costs related thereto:

Personnel Costs	
Office Costs	
Audit Fees	
Legal Fees	
Bond Costs	
Interim Interest	
Loan Reserves (SRF)	
Engineering – Basic Services	
Engineering – RPR	
Engineering – Additional Services	
Construction (I&I Work)	
Construction (WWTP)	
Search Grant	
Project Contingency	
TOTAL PROJECT COSTS	

Of such amounts, \$_____ were paid from advances of proceeds of the Series 2026A Bond.

5. The Trustee has delivered to the Borrower a copy of Schedule B to be attached to the Series 2026A Bond, which reflects the amortization of all advances made or to be made on the date hereof of proceeds of the Series 2026A Bond (i.e., \$_____). The Borrower hereby acknowledges and agrees that Schedule B has been calculated in accordance with the provisions of the Resolution and the Indenture, and that the Series 2026A Bond, with said Schedule B attached thereto, has been duly issued pursuant to the Resolution and is a valid and binding obligation of the Borrower in accordance with its terms and the terms of the Resolution; provided, however, if the DNRC delivers a Forgiveness Statement, the Borrower’s obligation to repay the principal of the Series 2026A Bond and interest and surcharges thereon is thereupon forgiven, and if the DNRC delivers a Noncompliance Statement, amounts advanced under the 2026A Loan evidenced by the Series 2026A Bond shall bear interest from and after the first advance of principal of the Series 2026A Bond at the rate of two percent (2.00%) per annum and

the Borrower shall pay currently with interest the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, all as described in Section 5.1.2 of the Supplemental Resolution authorizing the Series 2026A Bond.

6. The representations of the Borrower contained in Articles II and III of the Supplemental Resolution are true and complete as of the date hereof as if made on this date, except to the extent that the Borrower has specifically advised the DEQ and the DNRC otherwise in writing.

7. No default in any covenant or agreement on the part of the Borrower contained in the Resolution has occurred and is continuing.

8. The Borrower is delivering this Certificate to the DNRC, in part, to ensure compliance with EPA regulations and standards. The Borrower certifies (i) all laborers and mechanics employed by contractors and subcontractors on the Wastewater Treatment Plant Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code, and (ii) either, as applicable, (a) all the iron and steel products used in the Wastewater Treatment Plant Project are produced in the United States in compliance with and within the meaning of the “American Iron and Steel” provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended, or (b) all iron and steel, manufactured products, and construction materials used in the Wastewater Treatment Plant Project are produced in the United States in compliance with and within the meaning of the provisions of the Build America, Buy America Act (“BABA”) of the Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, and as further amended).

9. The Borrower acknowledges and agrees that this Certificate completed by the Borrower in form satisfactory to the DNRC must be executed and delivered to the DNRC by the date that is 30 days after receipt of the form of this Certificate from the DNRC. By submitting this Certificate, the Borrower requests that the DNRC forgive the obligation of the Borrower to repay the principal of the Series 2026A Bond, together with interest and surcharges thereon. The Borrower acknowledges and agrees that (i) the forgiveness of principal of and interest and surcharges on the Series 2026A Bond by the DNRC is contingent on the timely delivery of this Certificate by the Borrower in satisfactory form as determined in the DNRC’s sole and complete discretion, (ii) the DNRC has no obligation to grant such forgiveness, and (iii) if the DNRC delivers to the Borrower a Noncompliance Statement, (a) the obligation of the Borrower to repay the principal of the Series 2026A Bond plus interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge thereon shall continue in full force and effect until the principal of the Series 2026A Bond advanced and interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon are paid in full, as set forth in Schedule B delivered pursuant to paragraph 5 above, and as provided in the Series 2026A Bond and the Resolution, and (b) the Borrower shall, as necessary, within the 3-month period specified in the Supplemental Resolution, adjust its rates and charges to produce Net Revenues and Surplus Net Revenues required by the rate covenant in the Resolution.

20__ WITNESS our hands on behalf of the Borrower as of this ____ day of _____,

CITY OF HARDIN, MONTANA

Mayor

Finance Officer/City Clerk

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Hardin, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 2436, entitled: "RESOLUTION RELATING TO UP TO \$2,562,000 SEWER SYSTEM REVENUE BOND AND A \$2,562,000 SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE TO BE ISSUED IN ANTICIPATION THEREOF; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF AND THE SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on May 19, 2026, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this ____ day of May, 2026.

Finance Officer/City Clerk

RESOLUTION NO. 2436

RESOLUTION RELATING TO UP TO \$2,562,000 SEWER SYSTEM REVENUE BOND AND A \$2,562,000 SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE TO BE ISSUED IN ANTICIPATION THEREOF; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF AND THE SECURITY THEREFOR

BE IT RESOLVED by the City Council (the "Council") of the City of Hardin, Montana (the "City"), as follows:

Section 1. Definitions. Terms used with initial capital letters but not defined herein shall have the meanings given them in the Original Resolution (as hereinafter defined), as amended. The terms defined in this Section 1 shall for all purposes of this Supplemental Resolution and the Resolution have the meanings herein specified, unless the context clearly otherwise requires:

"Closing Date" means the date of delivery of the Series 2026C Note and receipt of the first advance of principal thereof.

"Commitment Letter" means the Replacement Letter of Conditions from USDA to the City, dated February 28, 2025.

"Consulting Engineer" means Stahly Engineering & Associates, Inc, of Helena, Montana.

"Definitive Bond" means the City's \$2,562,000 Sewer System Revenue Bond, Series 20__, to be issued to the USDA to evidence the RD Loan.

"DNRC" means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended.

"Notes" means the Series 2026C Note or any additional notes issued pursuant to any Supplemental Resolution.

"Obligations" means the Notes and the Bonds, collectively.

"Original Purchaser" means, with respect to any series of Obligations, the original purchaser or underwriter of such series of Obligations. The Original Purchaser of the Series 2026C Note is the DNRC. The Original Purchaser of the Definitive Bond is the United States of America acting through Rural Utilities Service, United States Department of Agriculture.

"Original Resolution" means Resolution No. 1753, adopted by the City Council on August 19, 2003.

"RD Loan" means the loan from the USDA to the City in an amount not to exceed \$2,562,000 to provide funds to pay a portion of the costs of the Wastewater Treatment Plant Project and to pay costs of issuance.

“Resolution” means the Original Resolution, as amended and supplemented by Resolution Nos. 1899, 2004, 2261, 2401, 2425, and ____, adopted by the City Council on December 15, 2009, April 2, 2013, March 16, 2021, May 6, 2025, January 6, 2026, and May 19, 2026, respectively, and by this Supplemental Resolution, as such resolution may from time to time be further amended or supplemented in accordance with its terms.

“Series 2010B Bond” means the Borrower’s First Amended and Restated Sewer System Revenue Bond (DNRC Revolving Loan Program), Series 2010B, issued to the DNRC pursuant to the Resolution, as then in effect.

“Series 2010C Bond” means the Borrower’s First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C, issued to the DNRC pursuant to the Resolution, as then in effect.

“Series 2021A Bond” means the City’s Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2021A, issued to the DNRC pursuant to the Resolution, as then in effect.

“Series 2021B Bond” means the Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2021B, issued to the DNRC to pay a portion of the costs of the Wastewater Treatment Plant Project and associated costs of issuance pursuant to the Resolution as then in effect.

“Series 2026 Bond” means the City’s Sewer System Revenue Bond, Series 2026, issued to the USDA to pay a portion of the costs of the Wastewater Treatment Plant Project and associated costs of issuance pursuant to the Resolution as then in effect.

“Series 2026AB Bonds” means, collectively, the Series 2026A Bond and the Series 2026B Bond.

“Series 2026A Bond” means the \$850,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2026A, issued to the DNRC to evidence the 2026A Loan.

“Series 2026B Bond” means the \$2,550,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2026B, issued to the DNRC to evidence the 2026B Loan.

“Series 2026C Note” means the City’s Sewer System Revenue Bond Anticipation Note, Series 2026C, to be issued in the maximum principal amount of \$2,562,000 to pay a portion of the costs of the Wastewater Treatment Plant Project and associated costs of issuance and in anticipation of the issuance of the Definitive Bond pursuant to this Supplemental Resolution.

“Supplemental Resolution” means any resolution supplementary or amendatory to the Resolution in accordance with the terms of the Resolution, including this Supplemental Resolution.

“USDA” means the United States of America acting through Rural Utilities Service, United States Department of Agriculture, or any successor agency under Public Law 103-354.

“Wastewater Treatment Plant Project” means the improvements to the System described in Section 2.03.

Section 2. Authorization and Recitals.

2.01. Authorization. Under Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended (the “Act”), the City is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal sewer system and to issue refunding bonds to refund bonds issued for such purposes, provided that the bonds and the interest thereon are to be payable solely out of the income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by such sewer system, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the sewer system to the City.

2.02. The Wastewater Treatment Plant Project. The City with the assistance of the Consulting Engineer has determined that it is in the best interest of the City and users of the System to undertake various improvements to the System, including improvements to the collection system, major additions and upgrades to the City’s sewer treatment system and related improvements (the “Wastewater Treatment Plant Project”). The costs of the Wastewater Treatment Plant Project, including engineering and financing costs, are presently estimated to be \$17,510,362.

The aggregate costs of the Wastewater Treatment Plant Project, including engineering and financing costs, are estimated to consist of the following items:

	Phase I Costs	Phase II and Phase III Costs	Total
Personnel Costs		\$ 2,000.00	\$ 2,000.00
Office Costs		\$ 2,000.00	\$ 2,000.00
Audit Fees		\$ 20,000.00	\$ 20,000.00
Legal Fees		\$ 2,000.00	\$ 2,000.00
Bond Costs	\$ 20,000.00	\$ 60,000.00	\$ 80,000.00
Interim Interest		\$ 59,500.00	\$ 59,500.00
Loan Reserves (SRF)	\$ 18,572.00	\$ 100,000.00	\$ 118,572.00
Engineering – Basic Services	\$ 80,388.00	\$ 1,296,856.00	\$ 1,377,244.00
Engineering – RPR	\$ 42,816.00	\$ 353,264.00	\$ 396,080.00
Engineering – Additional Services	\$ 9,194.00	\$ 40,000.00	\$ 49,194.00
Construction (I&I Work)	\$ 704,173.00		\$ 704,173.00

Construction (WWTP)		\$ 13,910,536.00	\$ 13,910,536.00
Project Contingency		\$ 789,063.00	\$ 789,063.00
TOTAL PROJECT COSTS	\$ 875,143.00	\$ 16,635,219.00	\$ 17,510,362.00

Phase I of the Wastewater Treatment Plant Project is substantially complete, and was financed with proceeds of the Series 2021A Bond, Series 2021B Bond, a DNRC Renewable Resources grant in the amount of \$125,000 and \$77,000 the City had on hand and available therefor.

Costs of Phases II and III of the Wastewater Treatment Plant Project and related financing costs in excess of the costs financed by proceeds of the Series 2026C Note are expected to be paid from \$74,504 of the proceeds of the Series 2021B Bond, the Series 2026 Bond, the Series 2026A Bond, the Series 2026B Bond, two USDA grants totaling \$7,400,000, a Montana Coal Endowment Program grant in the amount of \$500,000, a Coal Board grant in the amount of \$250,000, and \$327,715 the City has on hand and available therefor.

2.03. Outstanding Debt. Pursuant to the Act and the Original Resolution, the City has issued and there are outstanding its Series 2010B Bond, Series 2010C Bond, Series 2021B Bond, and Series 2026 Bond, each issued to finance or refinance costs of acquiring, constructing and/or improving the System. Apart from the Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, and the Series 2026 Bond, as of the date of this Supplemental Resolution, there are no other bonds or indebtedness of the City outstanding that are payable in whole or in part from or secured by Net Revenues of the System. The City anticipates issuing the Series 2026A Bond and the Series 2026B Bond simultaneously with the Series 2026C Note. The Series 2021A Bond is (and the Series 2026A Bond will be) a Subordinate Obligation payable, if at all, from Surplus Net Revenues of the System.

2.04. Additional Bonds. The City has reserved the right under Section 10.3 of the Original Resolution, as amended, to issue additional Bonds on a parity with other then outstanding Bonds for the purpose of financing a Project or refunding outstanding Bonds, which additional Bonds may be made payable from and secured by the Net Revenues to be derived from the operation of the System, upon compliance with the provisions of said Section.

To satisfy Section 10.3 of the Original Resolution, as amended, this Council hereby finds and authorizes the Mayor and the Finance Officer/City Clerk to sign a certificate stating that the City is not in default under the Original Resolution and that the Net Revenues, calculated as provided in Section 6.7 of the Original Resolution, as amended, are equal to at least 110% of the maximum amount of principal and interest payable on the outstanding Bonds and the Definitive Bond proposed to be issued, assuming the Definitive Bond is issued in the principal amount of \$2,562,000. This Council hereby finds and determines that the conditions set forth in Section 10.3 can be satisfied so that the Definitive Bond, assuming it is issued in the principal amount of \$2,562,000 and in accordance the other terms and conditions set forth herein, may be issued as an additional Bond under the Original Resolution.

2.05. Net Revenues Available. The City is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge

and appropriate to the Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, the Series 2026 Bond, the Series 2026B Bond, and the Definitive Bond the Net Revenues to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, the Series 2026 Bond, the Series 2026B Bond, and the Definitive Bond will be more than sufficient each Fiscal Year to pay the principal and interest when due on the Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, the Series 2026 Bond, the Series 2026B Bond, and the Definitive Bond, and to create and maintain reasonable reserves therefor and to provide an allowance for replacement and depreciation, as prescribed by the Original Resolution.

2.06. Sale and Authorization of Series 2026C Note. In anticipation of the receipt of the proceeds of the RD Loan to be evidenced by the Definitive Bond, and in order to provide funds during construction of the Wastewater Treatment Plant Project to pay a portion of the costs thereof and costs of issuance of the Series 2026C Note, it is necessary that the City provide for the issuance and sale of the Series 2026C Note under and pursuant to Section 7-7-109 of the Act. The City has received an offer from the DNRC (the Original Purchaser thereof) to purchase the Series 2026C Note at a price of up to \$2,562,000, upon the further terms and conditions herein set forth. The terms and conditions of the offer are reasonable and advantageous to the City and are hereby accepted. The City is authorized and shall proceed to issue and deliver the Series 2026C Note in the form and upon the terms and conditions provided in this Resolution.

2.07. Authorization of the Definitive Bond. Pursuant to the authority recited in Section 2.01 and for the purpose of paying and redeeming the Series 2026C Note and, if appropriate, paying remaining costs of the Wastewater Treatment Plant Project and costs of issuance of the Definitive Bond, this Council hereby authorizes the issuance of the Definitive Bond. The USDA has agreed, subject to the terms and conditions of the Commitment Letter, to lend the City up to \$2,562,000 to be evidenced by the Definitive Bond to finance or refinance a portion of the costs of the Wastewater Treatment Plant Project and pay associated costs. The terms and conditions of the RD Loan, as set forth in the Commitment Letter, are reasonable and advantageous to the City and are hereby accepted. The City has adopted a Loan Resolution on June 2, 2020, and has signed a Letter of Intent To Meet Conditions, dated March 3, 2025, pursuant to which the City has agreed to issue its Definitive Bond, in the maximum aggregate principal amount of up to \$2,562,000, in accordance with the provisions of this Supplemental Resolution and the Commitment Letter.

2.08. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed prior to the issuance of the Definitive Bond and the Series 2026C Note have been done, do exist, have happened, and have been performed in due time, form and manner, and it is now necessary for this Council to establish the form and terms of the Series 2026C Note and the Definitive Bond, to provide for the security therefor and to provide for the delivery of the Series 2026C Note.

Section 3. The Series 2026C Note.

3.01. General Terms. The City shall forthwith issue to the DNRC the Series 2026C Note in the maximum principal amount of \$2,562,000. The Series 2026C Note shall be dated as of the

date of its delivery. Upon each disbursement of the Series 2026C Note proceeds, the DNRC shall enter the amount advanced on Schedule A attached to the Series 2026C Note under “Advances” and the total amount advanced under the Resolution, including such disbursement, under “Total Amount Advanced.” The Series 2026C Note shall be lettered and numbered R-1 and shall mature, subject to redemption as herein provided, on a date not later than three years after the date of issuance of the Series 2026C Note (the “Stated Maturity”), and shall bear interest from the date of each disbursement of the principal of the Series 2026C Note at 1.75% per annum. Principal then disbursed and interest thereon shall be payable on the Stated Maturity or earlier date of redemption, if any. The principal of and interest on the Series 2026C Note shall be payable in lawful money of the United States of America by the Finance Officer/City Clerk to the DNRC, the registered owner of the Series 2026C Note, at its address as it appears in the Note Register of the City.

To obtain a disbursement of principal of the Series 2026C Note to pay costs of the Wastewater Treatment Plant Project, the City shall submit simultaneously to the DNRC and the USDA a signed request for disbursement on the form or forms prescribed by the DNRC or the USDA, with all attachments required by such form or forms. The DNRC and the USDA will notify the City whether the signed request warrants a disbursement under the Series 2026C Note. The City may obtain disbursements only for costs which have been legally incurred and are due and payable. All disbursements of proceeds will be made to the City only upon proof that cost was incurred. If all or a portion of a disbursement of principal of the Series 2026C Note is made to reimburse the City for Wastewater Treatment Plant Project costs paid by it prior to the date of issuance of the Series 2026C Note, the City shall present on such issuance date the items required by the DNRC and the USDA. Upon making each disbursement of principal, the DNRC shall note such disbursement on Schedule A to the Series 2026C Note. The City’s obligations under this Supplemental Resolution shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under this Section 3.01 shall commence only upon the first disbursement by the DNRC of proceeds of the Series 2026C Note.

3.02. Registration. The Series 2026C Note shall be fully registered as to both principal and interest and shall initially be registered in the name of and payable to the Original Purchaser thereof. The Finance Officer/City Clerk shall act as Note Registrar and as such shall establish and maintain a Note Register for the purpose of recording the names and addresses of the registered owners of the Series 2026C Note and the date of registration of any transfer.

3.03. Redemption. The Series 2026C Note shall be subject to redemption in whole but not in part, on any date, at the principal amount thereof plus accrued interest, without premium. Not less than 15 days before the date specified for redemption thereof, the Director of Finance and Administration shall mail notice of the redemption to the registered owner thereof at the address as it appears on the registration books of the Note Registrar.

3.04. Form of Series 2026C Note. The Series 2026C Note shall be prepared in substantially the form attached as Exhibit A to this Supplemental Resolution, which is hereby incorporated herein and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by this Supplemental Resolution.

3.05. Assignment. The Series 2026C Note shall be transferable by the registered owner or attorney duly authorized in writing upon presentation thereof to the Finance Officer/City Clerk together with a written instrument of transfer satisfactory to the Finance Officer/City Clerk duly executed by the registered owner or its attorney. Such transfer shall be noted on the Series 2026C Note. Upon request of the registered owner or transferee, the City shall execute and deliver another Series 2026C Note of a principal amount equal to the outstanding principal amount of the Series 2026C Note and maturing at the same time as the Series 2026C Note so transferred, and the Series 2026C Note so surrendered for transfer shall be promptly cancelled by the Finance Officer/City Clerk. No service charge shall be made for such transfer, but the City may require payment of a sum sufficient to cover any tax, fee or governmental charge or other expense incurred by the City with respect to such transfer. Until and unless otherwise provided by resolution of this Council, the following shall be a sufficient written instrument of transfer within the meaning of this Section 3.05:

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto: _____ the Sewer System Revenue Bond Anticipation Note, Series 2026C, No. R-_, of the City of Hardin, Montana, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Registered Owner

3.06. Preparation, Execution and Delivery of Series 2026C Note. The Series 2026C Note shall be issued and delivered to the Original Purchaser thereof upon payment of the purchase price thereof. The Series 2026C Note shall be prepared under the direction of the Finance Officer/City Clerk and when so prepared shall be executed on behalf of the City by the Mayor, Finance Officer/City Clerk, and the Finance Officer/City Clerk, and sealed with the corporate seal of the City. When the Note has been so executed, it shall be delivered by the Finance Officer/City Clerk to the Original Purchaser thereof, and the Original Purchaser shall not be required to see to the application thereof.

3.07. The RD Loan. The City will observe and perform all of its obligations and duties under and do all acts and things as may be necessary or appropriate to satisfy the terms and conditions of the Commitment Letter, and all other regulations and requirements of the USDA relating to the RD Loan and the receipt of the proceeds therefrom to the end that the RD Loan may be closed and the Definitive Bond issued and delivered in evidence thereof on or before the maturity of the Series 2026C Note.

3.08. Issuance of Definitive Bond. The Series 2026C Note shall be payable solely from and secured by amounts on hand in the Note Account, including any Surplus Net Revenues, subject to the prior claim on such Surplus Net Revenues of the Revenue Bond Account and

Reserve Account, and other revenues and income pledged and appropriated and from time to time credited to the Note Account, including the proceeds of the Definitive Bond and any transfer to the Note Account of Series 2026C Note proceeds as described in Section 3.10. The Series 2026C Note is issued in anticipation of the proceeds to be received upon the sale and issuance of up to \$2,562,000 principal amount of the Definitive Bond authorized by Sections 4 and 5 of this Supplemental Resolution and to be issued and sold by the City prior to the maturity of the Series 2026C Note to provide funds to be used, with other available funds of the City, to refund the principal amount thereof then outstanding and interest accrued thereon to the date of redemption.

The City hereby covenants and agrees for the benefit from time to time of the owners of the Series 2026C Note that on or before the date that is the third anniversary of the date of issuance of the Series 2026C Note, it will authorize, issue and offer for sale and use its best efforts to sell the Definitive Bond or other additional Bonds to refund the Series 2026C Note at its stated maturity. In the event the City is unable to sell the Definitive Bond herein authorized or such additional Bonds, the Holder of the Series 2026C Note shall be entitled, at its option, to exchange the Series 2026C Note for one or more Definitive Bond amortized in semiannual installments over up to a thirty-year period and bearing interest at a rate equal to the rate then prevailing under the Water Pollution Control State Revolving Loan Program on a par-for-par basis, and the City covenants and agrees to increase the rates and charges of the System, if necessary, to comply with Section 6.7 of the Original Resolution within 60 days after the date of issuance thereof.

3.09. Increase in Rates and Charges. It is expressly understood that the Definitive Bond will be payable from and secured by the Net Revenues of the System. The City hereby covenants and agrees with the Original Purchaser of the Series 2026C Note that the City has increased or will increase the rates, charges and rentals for all services directly or indirectly furnished by the System, such that such rates, charges and rentals are reasonable and expected to be sufficient to produce Net Revenues of the System in each Fiscal Year that the Definitive Bond is Outstanding not less than 110% of the maximum Fiscal Year debt service on the Bonds in any future Fiscal Year.

3.10. Application of Proceeds. All of the proceeds of the Series 2026C Note shall be deposited in the Acquisition and Construction Account established in and pursuant to Section 11.2 of the Original Resolution and used solely to pay costs of the Wastewater Treatment Plant Project and costs of issuance or to the transfer to the Note Account, to the extent necessary, of amounts sufficient for the payment of interest and principal due upon the Series 2026C Note.

Section 4. The Definitive Bond.

4.01. Date, Maturity and Interest. The Definitive Bond to be issued and sold pursuant to this Supplemental Resolution shall be designated a Sewer System Revenue Bond, shall be in the maximum principal amount of \$2,562,000, shall be one in number, shall be dated as of the date of delivery to and payment therefor by the USDA, and shall bear interest at the rate of three and one-quarter percent (3.25%) per annum. Interest shall be computed on the basis of a 365-day year based on the actual number of days elapsed. Principal of and interest on the Definitive Bond shall be payable in equal amortized monthly installments of \$9,557 commencing on the

same date as the date of issuance of the Definitive Bond in the calendar month next succeeding the calendar month containing such date of issuance, but no later than the 28th day of the month, the final installment being due and payable not later than forty (40) years from the date of the Definitive Bond. The final payment will be in such lesser or greater amount as is necessary to pay the balance of principal and interest then remaining due. Such installment payments shall be made to the registered holder of the Definitive Bond, at its address as it appears on the Bond Register on the date such principal and interest are payable, or as otherwise provided in Section 4.02, in lawful money of the United States of America. The interest rate and monthly payments set forth above may be reduced if a lower interest rate is made available by the USDA to the City as of the date of issuance of the Definitive Bond.

4.02. Registration. The Definitive Bond shall be fully registered as to both principal and interest and shall be initially registered in the name of and payable to the United States of America. While held by the United States of America, the address of the registered holder shall be the NFAOC, Community Services Branch, 211 N Broadway, Suite 1701, St. Louis, MO 63102, or such other address as the USDA may designate in writing and delivered to the Registrar for the Definitive Bond, and principal of and interest on the Definitive Bond shall be payable at the State Office of the USDA Rural Development, at 2229 Boot Hill Court, Bozeman, Montana 59715, or such other place as may be designated by the USDA in writing and delivered to the Registrar for the Definitive Bond. The Finance Officer/City Clerk and his or her successors in office shall act as Registrar for the Definitive Bond and as such shall establish and maintain a Bond Register for the purpose of recording the names and addresses of the registered holder or assigns of the Definitive Bond, and the date of registration. The City reserves the right to appoint a successor Registrar which may be a financial institution. The City shall pay all fees and charges of such Registrar for such services.

4.03. Redemption. The City shall have the right, on any installment payment date, to redeem installments of principal of the Definitive Bond, in whole or in part, and if in part, in multiples of \$1,000, at a price equal to the principal amount to be redeemed plus accrued interest, without premium; provided, that so long as the Definitive Bond is registered in the name of the United States of America, the City may redeem all or any portion of the principal on any date without penalty or premium. All such prepayments shall be applied to installments of principal in inverse order of their maturity dates. The Finance Officer/City Clerk shall, at least 30 days prior to the designated redemption date, cause notice of the redemption to be mailed to the registered holder of the Bond at its address as it appears in the bond register described in Section 4.02. The Registrar shall enter in the Bond Register the amount and date of each prepayment.

4.04. Assignment and Exchange. The Definitive Bond shall be transferable by the registered owner or its attorney duly authorized in writing upon presentation thereof to the Registrar together with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or its attorney. The following form of assignment shall be sufficient for the purpose:

FORM OF ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within Sewer System Revenue Bond, Series 20___, No. R-___, of the City of Hardin, Montana, and does hereby irrevocably constitute and appoint _____, Attorney, to transfer said Bond on the books of said City with full power of substitution in the premises.

Dated: _____

Registered Owner

Such transfer shall also be noted on the Definitive Bond and in the Bond Register. Upon request of the registered owner or transferee, and upon surrender of any Definitive Bond, the City shall execute and deliver, and the Registrar shall authenticate, one or more bonds, in an aggregate principal amount (and, if more than one bond is to be issued, in denominations that are multiples of \$1,000, to the extent practicable) equal to the principal amount of the Definitive Bond that then remains unpaid, and maturing at the same time or times as the then unpaid principal installments of the Definitive Bond, and the Definitive Bond shall be promptly cancelled by the Registrar. No service charge shall be made for such transfer or exchange, but the City may require payment of a sum sufficient to cover any tax, fee or governmental charge or other expense incurred by the City with respect to such exchange. In the event of a request for the issuance of more than one new bond upon any such exchange, the City Council shall, by resolution, make such provisions relative to the form of such bonds as shall be deemed necessary or desirable to ensure that the terms of and the security for the indebtedness represented by the Definitive Bond shall not be varied in any material respect by reason of such exchange.

4.05. Execution and Delivery. The Definitive Bond shall be prepared under the direction of the Finance Officer/City Clerk and shall be executed on behalf of the City by the signatures of the Mayor and the Finance Officer/City Clerk and sealed with the official corporate seal of the City. When the Definitive Bond has been executed, the Finance Officer/City Clerk shall cause it to be dated as of the date of delivery and delivered to the USDA, as the Original Purchaser thereof, upon payment of the purchase price heretofore agreed upon, and the USDA shall not be obligated to see to the application of the purchase price.

4.06. Refinancing. If, at any time it shall appear to the USDA that the City is able to refinance the principal amount of the Definitive Bond then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources at reasonable rates and terms for loans for similar purposes and periods of time, the City will, upon request of the USDA, apply for and accept such loan in a sufficient amount to repay the USDA and will take all such action as may be required in connection with such loan.

4.07. Form of Definitive Bond. The Definitive Bond shall be prepared in substantially the form attached as Exhibit B to this Supplemental Resolution, which is hereby incorporated herein and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by the Resolution.

4.09. Appropriation of Definitive Bond Proceeds. The proceeds of the Definitive Bond are appropriated to the Note Account to the extent required to pay principal of and interest on the Series 2026C Note and otherwise to the Acquisition and Construction Account in the Sewer System Fund and applied to the costs of the Wastewater Treatment Plant Project, including costs of issuance of the Definitive Bond.

4.10. No Escrow Defeasance. As provided more particularly in Section 14.4 of Resolution No. 2425, so long as the Definitive Bond is registered in the name of the United States of America, the City may not defease the Definitive Bond by depositing in escrow in advance of the redemption date cash or government obligations.

Section 5. Security for the Definitive Bond; Deposits; Reports; Insurance.

5.01. Lien on Net Revenues. The Definitive Bond is issued under Section 10.3 of the Original Resolution, as amended, and shall, with the Series 2010B Bond, the Series 2010C Bond, the Series 2021B Bond, and the Series 2026 Bond, now outstanding and any additional Bonds issued under the provisions of Section 10.3 of the Original Resolution, as amended, be equally and ratably secured by the provisions of the Resolution, and payable out of the Net Revenues pledged to the Revenue Bond Account, without preference or priority, all as provided in the Resolution. The City shall keep, perform and observe each and every of its covenants and undertakings set forth in the Resolution.

5.02. Deposits to the RD Reserve Subaccount. Commencing with the first monthly apportionment of the Net Revenues to the Revenue Bond Account to pay the Definitive Bond, and in addition to and from the Net Revenues remaining after each monthly credit to the Revenue Bond Account required by Section 11.4 of the Original Resolution, as amended, the City shall credit to the RD Reserve Subaccount a minimum amount per month and such additional amounts as may be necessary to accumulate over a period concluding on the tenth anniversary of the date of issuance of the Definitive Bond, a balance in the RD Reserve Subaccount equal to the RD Reserve Requirement. It is expected that to fulfill the requirements of the preceding sentence, the City will credit to the RD Reserve Subaccount a minimum amount of \$956 per month with respect to the Definitive Bond. Once the RD Reserve Requirement has been satisfied and so long as it continues to be satisfied, monthly payments in the amount of \$956 may be applied to pay or prepay the Definitive Bond or credited to the Replacement and Depreciation Account.

5.03. Reports. The City shall, so long as the Definitive Bond is outstanding and the USDA is the holder thereof, prior to the beginning of each Fiscal Year submit to the USDA a proposed budget for the ensuing Fiscal Year and shall also submit to the USDA a quarterly income and expense statement for the three complete Fiscal Years after completion of the Wastewater Treatment Plant Project.

Section 6. Tax Covenants relating to the Series 2026C Note and Definitive Bond.

6.01. Use of Wastewater Treatment Plant Project. The Wastewater Treatment Plant Project is and will be owned and operated by the City and used by the City to provide sewer services to members of the general public as part of the System. No user of the System is

granted any concession, license or special arrangement with respect to the System or any part thereof. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Wastewater Treatment Plant Project or the System or security for the payment of the Series 2026C Note or the Definitive Bond which might cause either the Series 2026C Note or the Definitive Bond to be considered a “private activity bond” or a “private loan bond” within the meaning of Section 141 of the Code.

6.02. General Covenant. The City covenants and agrees with the owners from time to time of the Series 2026C Note or the Definitive Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2026C Note or the Definitive Bond to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the “Regulations”), and covenants to take any and all actions within its powers to ensure that the interest on the Series 2026C Note or the Definitive Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

6.03. Arbitrage Certification. The Mayor and the Finance Officer/City Clerk, being the officers of the City charged with the responsibility for issuing the Series 2026C Note and the Definitive Bond pursuant to this Supplemental Resolution, are authorized and directed to execute and deliver to the Original Purchasers thereof a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the respective dates of issue and delivery of the Series 2026C Note or the Definitive Bond, it is reasonably expected that the proceeds thereof will be used in a manner that would not cause the Series 2026C Note or the Definitive Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

6.04. Arbitrage Rebate. The City acknowledges that the Series 2026C Note is subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2026C Note from gross income for federal income tax purposes, unless the Series 2026C Note qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2026C Note (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor and the Finance Officer/City Clerk are hereby authorized and directed to execute a rebate certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

6.05. Information Reporting. The City shall file with the Secretary of the Treasury a statement concerning the Series 2026C Note containing the information required by Section 149(e) of the Code.

Section 7. Transcript Certification. The officers of the City are directed to furnish to Bond Counsel, the USDA and the DNRC certified copies of all proceedings and information in their official records relevant to the authorization, sale, execution and issuance of the Series

2026C Note and the Definitive Bond, and such certificates and affidavits as to other matters appearing in their official records or otherwise known to them as may be reasonably required to evidence the validity and security of the Series 2026C Note and the Definitive Bond, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations and recitals of the City as to the correctness of all facts stated therein and the completion of all proceedings stated therein to have been taken.

Section 8. Effective Date; Repeals. This Resolution shall become effective upon passage and all provisions of ordinances, resolutions and other actions and proceedings of the City which are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, on this 19th day of May, 2026.

Mayor

Attest: _____
Finance Officer/City Clerk

(SEAL)

EXHIBIT A

[Form of Series 2026C Note]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF BIG HORN

CITY OF HARDIN

SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE
SERIES 2026C

No. R-1 \$2,562,000.00

<u>Maturity</u>	<u>Date of Original Issue</u>
_____, 2029	_____, 2026

REGISTERED OWNER: DEPARTMENT OF NATURAL RESOURCES AND
CONSERVATION OF THE STATE OF MONTANA

PRINCIPAL AMOUNT: TWO MILLION FIVE HUNDRED SIXTY-TWO THOUSAND
AND NO/100 DOLLARS

FOR VALUE RECEIVED, CITY OF HARDIN, MONTANA (the "City"), a municipal corporation and political subdivision of the State of Montana, acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns (the "Holder"), but solely out of the Note Account (the "Note Account") in its Sewer System Fund (the "Fund"), the principal sum equal to the sum of the amounts entered on Schedule A hereto under "Total Amount Advanced," on the maturity date specified above, with interest on each such amount from the date the amount is advanced hereunder at the rate of 1.75% per annum on the amount advanced, until all principal and interest thereon is paid or discharged, all subject to the provisions hereof relating to the redemption of this Note before maturity. Interest shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. The interest hereon and the principal hereof are payable in lawful money of the United States of America to the registered owner of this Note as it appears in the Note Register of the City.

Upon each disbursement of proceeds of this Note, the Holder shall enter the amount advanced on Schedule A attached hereto under "Advances" and the total amount advanced under this Resolution, including such disbursement, under "Total Amount Advanced."

This Note is one in number and comprises all of a duly authorized issue of Notes of the City (the "Series 2026C Note") issued pursuant to, and in anticipation of the issuance by the City of its Sewer System Revenue Bond (the "Definitive Bond"), evidencing the loan (the "RD Loan") from the United States of America through Rural Utilities Service, United States Department of Agriculture, authorized to be issued under Resolution No. 1753, adopted by the City Council on August 19, 2003 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 1899, 2004, 2261, 2401, 2425, [____], and [____], adopted by the City Council of the City on December 15, 2009, April 2, 2013, March 16, 2021, May 6, 2025, January 6, 2026, and May 19, 2026, respectively (the Original Resolution, as so amended and supplemented, the "Resolution"), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security for the Series 2026C Note, the conditions under which additional Bonds may be issued on a parity as to payment with the outstanding Bonds or otherwise, the conditions under which the Resolution may be amended and the rights of the Holders of the Series 2026C Note. Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution. The Series 2026C Note is issued by the City for the purpose of providing interim financing for improvements to the City's municipal sewer system (the "System"), including upgrades to and replacement of wastewater treatment facility and related improvements (the "Wastewater Treatment Plant Project"), and paying associated costs of issuance.

This Series 2026C Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Section 7-7-109, and Title 7, Chapter 7, Parts 44 and 45, as amended (the "Act"), and pursuant to the Resolution. This Series 2026C Note is payable from and secured by amounts on hand in the Note Account, including any Surplus Net Revenues, subject to the prior claim on such Surplus Net Revenues of the Revenue Bond Account and Reserve Account, and other revenues and income pledged and appropriated and from time to time credited to the Note Account, including the proceeds of the Definitive Bond, which the City has covenanted to sell and issue prior to the maturity of this Note in an amount sufficient, with other funds on hand, to pay the principal hereof and interest hereon.

This Series 2026C Note is not a general obligation of the City and the City's general credit and taxing powers are not pledged to the payment of this Series 2026C Note or interest thereon. This Series 2026C Note does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

The City may redeem on any date, in whole but not in part, the unpaid principal of this Note at a price equal to the principal amount to be redeemed plus interest accrued to the date of redemption, without premium. Notice of any such prepayment will be mailed by the City not less than 15 days prior to the date specified for payment, to the registered holder of this Note at his address as it appears on the Note Register maintained by the Finance Officer/City Clerk.

As provided in the Resolution and subject to certain limitations set forth therein, this Note is transferable upon the books of the City at the office of the Finance Officer/City Clerk, by the registered owner hereof in person or by its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Finance Officer/City Clerk, duly executed by the registered owner or his attorney. Upon such transfer, the City will cause a new Note to be issued in the name of the transferee or registered owner, of the same aggregate

principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer.

The City may deem and treat the person in whose name this Note is registered as the absolute owner hereof, whether this Note is overdue or not, for the purpose of receiving payment and for all other purposes, and the City shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Note in order to make it a valid and binding special obligation of the City according to its terms, have been done, do exist, have happened and have been performed in regular and due time, form and manner as so required; that the City, in and by the Resolution, has validly made and entered into covenants and agreements with and for the benefit of the Holders from time to time of the Series 2026C Note including covenants that the rates and charges for the System will from time to time be made and kept sufficient to provide gross income and revenues adequate to pay promptly the Operating Expenses of the System and to produce in each Fiscal Year Net Revenues in excess of such Operating Expenses equal to at least 110% of the maximum Principal and Interest Requirements on the Bonds in any subsequent Fiscal Year; that the City has received a written commitment for the RD Loan from the United States of America in an amount equal to \$2,562,000 and has by resolution covenanted to satisfy the conditions of the commitment; that by the Resolution, the City has covenanted, at or prior to the maturity of this Note, to sell and issue the Definitive Bond, either to the United States of America in evidence of the RD Loan or otherwise pursuant to the Act and the Resolution in a principal amount so as to provide funds sufficient, together with any money on deposit in the Note Account and available therefor, to pay in full the principal of and interest on this Note at maturity; that the City has appropriated to the Note Account the proceeds of the Definitive Bond to the extent required to pay principal hereof or interest hereon; that if this Note is not paid in full at maturity, the owner hereof may require the City to issue, in exchange for this Note, on a par-for-par basis, one or more of such Sewer System Revenue Bonds amortized in semiannual installments over a term of up to thirty years (at the option of the Holder) and bearing interest at a rate then prevailing under the Water Pollution Control State Revolving Fund Program; that all provisions for the security of the Holder of this Series 2026C Note set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of this Note does not cause the general or special indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Hardin, Montana, by its City Council, has caused this Note to be executed on its behalf by the signature of the Mayor and the Finance Officer/City Clerk, and sealed with the official corporate seal of the City, and has caused this Note to be dated as of _____, 2026.

CITY OF HARDIN, MONTANA

By _____
Mayor

And _____
Finance Officer/City Clerk

(SEAL)

PROVISIONS FOR REGISTRATION OF TRANSFER

The ownership of this Note and of the interest payable hereon may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or his attorney or legal representative, and the City may treat the registered owner as the person exclusively entitled to receive payments of principal of and interest on this Note and to exercise all the rights and powers of an owner until this Note is presented to the Finance Officer/City Clerk of the City of Hardin, accompanied by said assignment and by assurance of the nature provided by law that the same is genuine and effective, and until such transfer is registered on the books of the City and noted hereon by the Finance Officer/City Clerk.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Hardin, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Finance Officer/City Clerk</u>
_____, 2026	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	_____

**NO WRITING HEREON EXCEPT BY
FINANCE OFFICER/CITY CLERK
AS NOTE REGISTRAR**

The Finance Officer/City Clerk has transferred on the books of the City of Hardin, Montana, on the date last noted below, to the registered assign noted opposite said date, ownership of the principal amount of and interest on this Note, except the amounts of principal and interest theretofore paid:

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Registrar</u>

EXHIBIT B

[Form of the Definitive Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF BIG HORN

CITY OF HARDIN

SEWER SYSTEM REVENUE BOND
SERIES 20__

[the series designation to be completed with the calendar year
in which the Bond is issued]

No. R-1

\$2,562,000.00

FOR VALUE RECEIVED, CITY OF HARDIN, MONTANA (the "City"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and hereby promises to pay, solely from the Revenue Bond Account of its Sewer System Fund, to the United States of America acting through Rural Utilities Service, United States Department of Agriculture, or any successor agency under Public Law 103-354 (the "USDA"), or registered assigns (the "Holder"), the principal sum of TWO MILLION FIVE HUNDRED SIXTY-TWO THOUSAND AND NO/100 DOLLARS (\$2,562,000.00), in installments as set forth below, and to pay interest thereon, [from and after the date of each such principal amount advanced entered on Schedule A attached hereto], solely from the Revenue Bond Account, at the rate of [three and one-quarter] percent ([3.25]%) per annum. Interest shall be computed on the basis of a 365-day year based on the actual number of days elapsed from and after each advance. Principal and interest are payable in equal monthly installments in the amount of \$[9,557.00], commencing on _____, _____, and payable on the ____ day of each month thereafter until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable forty years from the date hereof, subject to the right of prepayment set forth below. The installments of principal and interest are payable at State Office of the USDA, at USDA Rural Development, 2229 Boot Hill Court, Bozeman, Montana 59715, or such other place as the Purchaser shall designate in writing, except that in the event that the USDA has assigned this Bond, the installments of principal and interest are payable to the registered Holder at his address as it appears on the Bond Register of the City. Principal and interest are payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for public and private debts.

This Bond is one of an issue of Sewer System Revenue Bonds, heretofore and hereafter issuable in one or more series from time to time, pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended (the "Act"), and including Resolution

No. 1753, adopted by the City Council on August 19, 2003 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 1899, 2004, 2261, 2401, 2425, [____], [____], and [____], adopted by the City Council of the City on December 15, 2009, April 2, 2013, March 16, 2021, May 6, 2025, January 6, 2026, May 19, 2026, and [____], 20__, respectively (the Original Resolution, as so supplemented and amended, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution. This Bond (the "Series 20__ Bond") is issued for the purpose of paying and redeeming the City's Sewer System Revenue Bond Anticipation Note, Series 2026C, which was issued to finance a portion of the costs of certain improvements to the municipal sewer system of the City (the "System"), which term includes all improvements, betterments, extensions and alterations of the System, and to pay costs of issuing the Series 20__ Bond. The City's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010B (the "Series 2010B Bond"), its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2010C (the "Series 2010C Bond"), its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2021B (the "Series 2021B Bond"), its Sewer System Revenue Bond, Series 2026 (the "Series 2026 Bond"), its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2026B (the "Series 2026B Bond"), and any additional Bonds issued under the Resolution on a parity therewith (collectively, the "Bonds"), including the interest thereon, are payable solely from the Net Revenues pledged to the payment thereof and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision.

The City may redeem on any installment payment date, in whole or part and if in part, in multiples of \$1,000, any unpaid principal of this Series 20__ Bond at a price equal to the principal amount to be redeemed plus interest accrued to the date of redemption, without premium; provided that while this Series 20__ Bond is registered in the name of the United States of America, the City may redeem any unpaid principal on any date and in any amount. Notice of any such prepayment will be mailed by the City not less than 30 days prior to the date specified for payment, to the registered holder of this Series 20__ Bond at his address as it appears on the Bond Register.

This Series 20__ Bond shall be registered in the name of the Holder on the bond register of the City kept by the Finance Officer/City Clerk as Bond Registrar. This Series 20__ Bond is transferable by the registered Holder or its attorney duly authorized in writing, upon presentation hereof with a written instrument of transfer satisfactory to the City and duly executed by the registered holder or its attorney. Such transfer shall be noted on the bond register and hereon. The City will, upon request, issue to the registered Holder or transferee, upon surrender of this Series 20__ Bond, one or more other bonds, in an aggregate principal amount (and, if more than one bond is to be issued, in denominations that are multiples of \$1,000, to the extent practicable) equal to the principal amount of the Series 20__ Bond that then remains unpaid and maturing at the same time or times as the then unpaid principal installments hereof, subject to reimbursement for any tax, fee or governmental charge or other expense incurred by the City with respect to such exchange. The City may treat the person in whose name this Series 20__ Bond is registered as the absolute owner hereof, whether this Series 20__ Bond is overdue or not, for the purpose of receiving payment of principal and interest and all other purposes, and shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the City will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the revenues of the System will be paid, and a separate and special Revenue Bond Account in that Fund, into which will be paid each month, from the Net Revenues of the System then on hand an amount equal to not less than the sum of (i) one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable semiannually from that Account, and (ii) the amount of the next monthly installment of principal and interest with respect to all Bonds payable monthly from that Account; that it will transfer to the RD Reserve Subaccount in the Reserve Account in the Sewer System Fund monthly out of the remaining Net Revenues a minimum of [\$956] per month and such additional amounts as may be necessary to accumulate a balance therein equal to the RD Reserve Requirement; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds; that the rates and charges for the System will from time to time be made and kept sufficient to provide Net Revenues during each Fiscal Year not less than 110% of the maximum amount of principal and interest payable on the outstanding Bonds in the current or any future Fiscal Year; that sufficient Net Revenues shall be available to fund the Reserve Account, and sufficient Surplus Net Revenues shall be available to fund the Short-Lived Asset Replacement Reserve Subaccount as described in the Resolution; that additional Bonds may be issued and made payable from the Sewer System Fund on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 20__ Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 20__ Bond a valid and binding special obligation of the City according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 20__ Bond and the interest and premium, if any, hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 20__ Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF the City of Hardin, Montana, by its City Council, has caused this Bond to be executed by the signatures of the Mayor and the Finance Officer/City Clerk, and has caused the official seal of the City to be affixed hereto, and has caused this Bond to be dated as of the _____, 20__.

CITY OF HARDIN, MONTANA

By _____
Mayor

And _____
Finance Officer/City Clerk

(SEAL)

PROVISIONS FOR REGISTRATION OF TRANSFER AND EXCHANGE

The ownership of this Series 20__ Bond and of the interest payable hereon may be transferred to a bona fide purchaser only by delivery hereof with an assignment duly executed by the registered owner or his attorney or legal representative, and the City may treat the registered owner as the person exclusively entitled to receive payments of principal of and interest on this Series 20__ Bond and to exercise all the rights and powers of an owner until this Series 20__ Bond is presented to the Finance Officer/City Clerk of the City of Hardin, Montana, as Bond Registrar, accompanied by said assignment and by assurance of the nature provided by law that the same is genuine and effective, and until such transfer is duly registered on the books of the City and noted hereon by the Bond Registrar.

REGISTER

The ownership of the unpaid principal balance of this Series 20__ Bond and the interest accruing thereon is registered on the books of the City of Hardin, in the name of the registered holder as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of Finance Officer/City Clerk
_____20__	United States of America NFAOC, Community Services Branch, Mail Code 1312 4300 Goodfellow Blvd. Building 104 St. Louis, MO 63120-1703	_____

NO WRITING HEREON EXCEPT BY
 FINANCE OFFICER/CITY CLERK
 AS BOND REGISTRAR

The Finance Officer/City Clerk of the City, acting as Registrar, has transferred on the books of the City of Hardin, Montana, on the date last noted below, to the registered assign noted opposite said date, ownership of the principal amount of and interest on this Bond, except the amounts of principal and interest theretofore paid:

Date of Transfer	Name of New Registered Holder	Signature of Registrar
_____	_____	_____
_____	_____	_____

RESOLUTION NO. 2437

A RESOLUTION OF THE CITY OF HARDIN, APPOINTING A SPECIAL DEPUTY CITY ATTORNEY

WHEREAS, the City Council of the City of Hardin (hereinafter "Council") has previously appointed Jordan W. Knudsen as the Hardin City Attorney and Hannah S. Knudsen as Deputy Hardin City Attorney;

WHEREAS, Council is aware of times in which the Hardin City Attorney and the Deputy Hardin City Attorney may not perform their duties as prosecutors Hardin City Court due to conflicts of interest that may arise pursuant to the Rules of Professional Conduct;

WHEREAS, Council desires to appoint a Special Deputy City Attorney to provide prosecution services in Hardin City Court when both the Hardin City Attorney and the Deputy Hardin City Attorney have a conflict of interest.

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

Ray Kuntz, Attorney at Law, of 23 N. Broadway, PO Box 2187, Red Lodge, Montana 59068 is hereby appointed as a Special Deputy City Attorney to serve in Hardin City Court in the event of a conflict of interest for both the Hardin City Attorney, and the Deputy Hardin City Attorney.

The City shall pay \$150.00/hour for the services of the Special Deputy City Attorney.

Jordan W. Knudsen, as the Hardin City Attorney, shall have the authority to assign criminal cases to the Special Deputy City Attorney, as needed for conflicts.

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

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

YEA VOTES _____

NAY VOTES _____

CITY OF HARDIN

BY: _____
Mayor

ATTEST: _____
City Clerk

HARDIN VOLUNTEER FIREMEN'S

PANCAKE BREAKFAST!



★ JUNE 7TH • 8:00 AM ★

**PANCAKES,
EGGS AND SAUSAGE**

*Donations are accepted
TO SUPPORT OUR LOCAL
FIRE DEPARTMENT!*



— *At the Hardin Fire Hall* —
★ 1204 N. CUSTER AVE. ★

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