

AGENDA

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

June 16, 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 06/02/2026 Resolutions or Ordinances 06/02/2026 **Claims**

PUBLIC COMMENT (agenda items only): 3 minutes per person

MAYOR:

COMMITTEE REPORTS:

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

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

- City-County Planning Board Minutes – March 9, 2026

UNFINISHED BUSINESS: N/A

NEW BUSINESS:

- Northcon, Inc. Change Order NO. 3 - \$13,887.75
- Northcon, Inc. Pay Application # 11 - \$527,925.92
- Rocky Mountain Power – Suspension, Payment, and Release Agreement
- Lodge Grass Project – Floating Dock for Lagoons - \$23,072.38
- Lodge Grass Competitive Grant Pay Application
- Worker’s Compensation – HUB International and Johnson Insurance

STAFF REPORTS

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

RESOLUTIONS & ORDINANCES:

Resolution NO. 2440 – Establishing Wages for Certain City Employees for Fiscal Year 2026/2027
Resolution NO. 2441 – Establishing Wages of Non-Union Employees and Elected Officials for FY 2026/2027
Resolution NO. 2442 – Establishing Wages for Hardin City Police Department Employees for FY 2026/2027

PUBLIC COMMENT: 3 minutes per person

ANNOUNCEMENTS:

Employee Anniversaries: May – Jeremy Beckman, 31 years June – Dean Baker, 12 years; Alexandria Edwards, 1 year; Joshua Garcia, 1 year; Michael Hurff, Jr., 16 years; Lauren Krebs, 1 year; Tamara Mendez, 7 years; Tyler Nedens, 2 years; and Shawndae Old Elk; 5 years

Budget Meetings – 5:30 p.m. Council Chambers - June 23, 2026 & July 14, 15, & 16 & Continuing as needed.

Notices to Bid – Three (3) 10 yard Tandem Axle Dump Trucks – Bid Opening 10:00 a.m. June 25, 2026 and Amendment No. 1 One (1) New Crawler Loader with Multi-use Bucket – Landfill – Bid Opening 10:15 a.m. June 25, 2026

South Park Grand Opening Celebration – Saturday, June 20, 2026 3:00 p.m. – 5:00 p.m. – No Business is to be conducted, but there is a possibility for a quorum to be present

City Offices Closing: at 12:00 p.m. Friday, June 26, 2026 – to attend Little Big Horn Days activities

City of Hardin Job Openings: Full-time position: Police Chief, Police Officer

Meeting adjourned at _____ P.M.

AUDIO RECORDING ENDS

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

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

COUNCIL MEETING: The Regular Council Meeting for June 2, 2026 was called to order at 6:45 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, Antonio Espinoza and Jeremy Krebs.

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 Chief of Police Tyler Nedens.

Also present: Several Members of the Public

MINUTES OF THE PREVIOUS MEETINGS & CLAIMS: Greer motioned to approve the Council Meeting of May 19, 2026 as written. Motion seconded by Hopes. On a voice vote the motion passed. (5/1) Sharpe abstained. Hopes motioned to approve the Sewer and Water Committee minutes as written for May 19, 2026. Greer seconded. On a voice vote the motion passed. (5/1) Sharpe abstained. Greer motioned to approve the Law Enforcement Committee minutes as written for March 3, 2026. Hopes seconded. On a voice vote the motion passed. (5/1) Sharpe abstained.

Greer made a motion to approve the claims for June 2, 2026.

	CLAIM No.	Monthly Total
April, 2026	33807	\$ 631.65
May, 2026	33752, 33770, 33777-33778, 33783, 33791 33802, 33803, 33805-33806, 33808-33813, 33815, 33840-33859, 33861-33865, 33866-33875, 33877	149,710.17
June, 2026	33814, 33816-33832, 33834, 33837-33838	<u>2,0000</u>
Claims Total (Expenditures)		\$ 152,341.82
May 2026		<u>\$ 296,796.47</u>
TOTAL Submitted		\$ 449,138.29

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

PUBLIC COMMENT:

Jose Funke, resident, noted he was here to discuss the Interim Police Chief wage and voiced his thoughts on the position and his feelings on having the City of Hardin Police Department (HPD).

Mark Kuntz, resident, asked Funke if he remembers how bad crime was before the HPD.

MAYOR:

Mayor Ramsey voiced he appreciates the Police Department, they have been working hard. There have been recognitions. There is a really bright future. He appreciates Hurff and the City Crew for the work they have done on the sewer main.

COMMITTEE REPORTS:

Personnel Policy/City Policy:

Sewer & Water:

Hopes reported there was a sewer problem; the City crew did an excellent job. The new machine (vac truck) helped.

Hurff reported that on Tuesday, May 26th, at approximately 3:00 p.m., they received a call about a sewer back-up in the Rangeview area. There was a plug in the line at the intersection of

3rd Street and Mitchell Avenue; the vac truck ran through that night, the next day, and the next night. The bypass pump was used. He requested emergency funds from Council; he called six companies in an effort to get someone here as soon as possible; Pace Construction, Inc. came in at about \$10K – 15K. The City received a permit from the State and received approval to start to dig this morning to dig. Hurff noted they found an old part of the cast iron pipe missing. He reviewed the process for repairs. He noted the storm line over top of the sewer line failed also and will be replaced.

Streets & Alleys:

Hopes reported the City Crew has been working on alleys and picking up garbage.

Law Enforcement:

Toyne reported the City has a new Interim Chief; the department has received resignations and has also hired new staff.

Parks & Playgrounds:

Krebs reported the Grand Opening for South Park is scheduled for Saturday, June 20, 2026 from 3:00 p.m. to 5:00 p.m. He noted banners have been ordered, posters have been printed, t-shirts, door prizes etc. for the kids. Sponsors for the event include Montana-Dakota Utilities, 811 Montana, Pepsi, City of Hardin, One Health, Big Horn County Library, YES Coalition, and S Ranch Meats.

Finance/Landfill:

Resolutions & Ordinances:

Sharpe reported the committee approved to bring the marijuana ordinance before Council.

Economic Development:

Toyne reported the City Economic Development Director, Tina Toyne, has been working with the Planning Committee to plan activities and funding for Little Big Horn Days and has been collaborating with program managers on multiple Tourism Grant projects. She has attended meetings with Montana Business Attraction, Cushing Terrel and Destination IQ, Montana Main Street, High Plains for the Becker Hotel, Big Sky Passenger Rail Authority, the Tourism Grant Steering Committee and Beartooth RC&D.

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

UNFINISHED BUSINESS: N/A

NEW BUSINESS:

Hopes motioned to approve the Emergency Funds for the Sewer Main at Mitchell Avenue and 3rd Street West. Espinoza seconded. Mayor Ramsey reported it was an emergency due to public health and wellness. Hurff reported it will cost between \$10K - \$15K; it was noted there will be additional costs for flowable fill, asphalt, etc. On a voice vote the motion was unanimously approved.

Landa Lehman requested assistance from the City for the 8th Annual 4th of July Celebration. The requests include closure of the 200 Block, dumpsters, portable restrooms, a handwashing station, blockades, and street sweeping. Hopes motioned to approve the requests. Espinoza seconded. On a voice vote the motion was unanimously approved.

Cheri Suchodolski, Manager of the River Valley Farmers Market, requested street closure of the 200 Block of North Center Avenue from 3:30 to 8:30 p.m. every Thursday in August and September; portable restrooms – handicap accessible and a handwashing station. Suchodolski noted they are extending the market two more weeks, for a total of eight weeks. Krebs motioned to approve what has been done in the past and also the additional two weeks. Hopes seconded. On a voice vote the motion was unanimously approved.

Mayor Ramsey reported there is a request to transfer the Ford F250 from the Police Department (PD) to the Public Works Department (PW). Interim Chief Tyler Nedens noted Public Works would get more use out of it. Krebs asked if PW would have to purchase it from the PD or can it just be transferred. Lehr noted money would be transferred from the PW fund to the Public

Safety Fund. Krebs motioned to allow the transaction. Espinoza seconded. Ramsey noted the amount of \$20,000 would be transferred. On a voice vote the motion was unanimously approved.

Mayor Ramsey asked Knudsen about what the process would be regarding the marijuana ordinance. Knudsen reported Council can vote to draft the ordinance with instructions of what they would want him to change. Espinoza motioned to have Knudsen draft an ordinance with the amendments of adding a third one. Knudsen noted there are other proposals; the request to change from two to three (dispensaries) within the one-mile radius; change which zoning areas is allowed by adding commercial zoning to that; and the hours. Cody Meeks noted to add if possible the City should propose, have Knudsen look into it if the three percent is possible. Knudsen noted he looked it up and it is only the County that can tax that; it is opt in excise tax the City gets a benefit of, Cities are not allowed to do that. Krebs asked if he could make a motion to keep the number at two. Knudsen pointed out there is a motion pending by Espinoza. Espinoza rescinded his motion, adding because it was an example. Krebs motioned to keep the number of dispensaries, the ordinance the same and keep it at two dispensaries. Hopes seconded. Meeks voiced he is asking for a professional heavy regulated business to be opened in a commercial area, with the possibility of bringing in more tax revenue. On a voice vote the motion passed. (4/2) Hopes voting Aye, Greer voting Nay, Sharpe voting Aye, Toyne voting Aye, Espinoza voting Nay, Krebs voting Aye.

Mayor Ramsey reported the Chamber of Commerce submitted requests for a Beer & Wine Permit, extended hours and fee waiver for Little Bighorn Days 2026 – June 26th, 27th, and 28th. Sharpe motioned to approve the beer and wine permit for Little Big Horn Days. Hopes seconded. On a voice vote the motion was unanimously approved.

Mayor Ramsey reported the Chamber of Commerce submitted requests for the 4th of July Celebration - Beer & Wine Permit, extended hours and fee waiver. Toyne motioned to approve the beer and wine permit for the 4th of July. Espinoza noted he thought the items were being voted on separately; extended hours, beer and wine, fee waiver. Knudsen noted it is appropriate, he requested when somebody makes a motion to specifically say the exactly what they are approving, or not approving. Mayor Ramsey noted, for the record, to move back to the item for Little Bighorn Days. Sharpe motioned to approve the beer and wine permit for the Little Bighorn Days, the extended hours, and a waiver fee. Hopes seconded. On a voice vote the motion was unanimously approved. Hopes motioned to approve the beer and wine permit, extended hours, and waiver of fees for the 4th of July Celebration. Greer asked about the extended hours. Knudsen noted the motion should include the times to be approved. Hopes motioned to approve the 4th of July beer and wine permit, extended hours from 10:00 a.m. to 6:00 p.m., and fees to be waived. Espinoza seconded. On a voice vote the motion was unanimously approved.

David R. Blaine, Crow Times President and Founder, voiced he and the YES Coalition host free “Movies in the Park”. He provided information about past, current, and future events. His goal is There is a lot of structure to the events he holds. The requests include approval to utilize Heimat Park after hours, a power source for the equipment and for the sprinklers to be shut off. Krebs made a motion to approve all the requests and asked Knudsen if it is okay to approve this with him coordinating the events one or two weeks in advance with Hurff. Knudsen noted that is fine and he also recommends for him to notify the City Police Department. Espinoza seconded the motion. Espinoza asked if this is a one-time permit. Blaine noted he would like to have it for generations, keep it consistent. Krebs asked Blaine to come back next year for approval. On a voice vote the motion was unanimously approved.

Espinoza asked if they are asking for a one time permit. Blaine asked to have it for generations, keep it consistent by season. Krebs asked for him to come back next year again.

Mayor Ramsey requested approval of the wage increase for Interim Chief of Police Tyler Nedens. Espinoza motioned to approve. Greer seconded. On a voice vote the motion was unanimously approved.

STAFF REPORTS:

Public Works:

Finance:

Lehr reported the Lodge Grass Project may be pushed back a few weeks; the City of Hardin will pay for the engineers to be onsite for the remainder of the project. Training on the new website is scheduled for the next couple of weeks; the City is getting closer to releasing the new website

to the community. The State allowed money from the Pilot Grant earmarked for mini-grants, that was spent/expected to be spent in year one of the grant, to be rolled over to the second year. Lehr reported open enrollment for Health Insurance has begun. The City went out to bid for an auditor to audit the City's financials, there were not any bids turned in; he will solicit bids for an auditor to audit Fiscal years 2025, 2026, and 2027. He would like to schedule Budget Meetings for June 23, 2026 and July 14th, 15th, and 16th.

Police:

Interim Chief of Police Nedens reviewed calls for service. He reported Officer Joshua Sederes is currently at the Montana Law Enforcement Academy.

Legal:

Knudsen reported he notified Council at the last meeting that Rocky Mountain Power had reached out to him to settle their debt for the ash. They sent him a proposed settlement/agreement to put a pause on the ash agreement. He will have it for Council at the next meeting.

Espinoza asked Knudsen what he charges for mostly court, weed versus alcohol – MIP (minors in possession). Knudsen noted marijuana and tobacco vapes are number one.

Economic Development:

Toyne reported she attended the Montana Housing Partnership Conference in Anaconda last month; she provided examples of how the school districts are partnering with the communities to address housing challenges and create educational opportunities that include developing a fourplex for teachers and a student home building program that help students gain interest in trades; providing them with rewarding career opportunities and a strong foundation for their future.

RESOLUTIONS & ORDINANCES:

Resolution NO. 2438 – Appointing an Interim Chief of Police and Establishing Wages. Hopes motioned to approve the resolution as written. Greer seconded. On a voice vote, the motion was unanimously approved.

PUBLIC COMMENT:

Jose Funke, resident, asked questions and voiced his concerns about the Police Department.

Corrina Kirschenmann-Kuntz noted she had asked about the state statute for compensation of the Police Commission. She passed out a paper online from Montana Code Annotated noting the City of Hardin is a third class; it indicates they would not have to get paid. She added the City could save \$50.00 a month and they could be volunteers.

ANNOUNCEMENTS:

Mayor Ramsey reported the Hardin Community Blood Drive is scheduled for Thursday, June 4, 2026 from 1:00 p.m. to 5:30 p.m. at First Alliance Church; the Hardin Volunteer Fire Department Pancake Breakfast is scheduled for Sunday, June 7, 2026 at 8:00 a.m. at the Hardin Fire Hall, 1204 N. Custer Avenue; the regular meeting for the City-County Planning Board is scheduled for June 8, 2026 at 7:00 p.m. in Council Chambers; Budget Meetings are scheduled for June 23rd and July 14th, 15th, and 16th, 2026 and Continuing as needed; the South Park Grand Opening Celebration is scheduled for Saturday, June 20, 2026 from 3:00 p.m. to 5:00 p.m. There is a possibility of a quorum to be present, no business will be conducted.

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

Espinoza announced the Farm to Market Agreement between the City and County expires tomorrow.

Greer motioned to adjourn the meeting at 8:10 p.m. Krebs seconded. On a voice vote, the motion was unanimously approved.

Riley Ramsey, Mayor

ATTEST:

Andrew Lehr, Finance Officer/City Clerk

City of Hardin

Resolutions or Ordinances Committee Meeting

June 2, 2026

The Resolutions or Ordinances Committee Meeting began at 6:00 p.m. In attendance were Committee members Chris Sharpe, Steven Hopes, Antonio Espinoza and Council Members Clayton Greer, George Toyne, and Jeremy Krebs, Mayor Riley Ramsey, Finance Officer/City Clerk Andrew Lehr, Public Works Director Michael Hurff, Jr., City Attorney Jordan Knudsen, Deputy City Clerk Angela Zimmer, and Interim Police Chief Tyler Nedens.

Also present: Members of the public

Mayor Ramsey noted the Committee meeting is to discuss changes proposed by Cody Meeks to the Marijuana Ordinance.

Public Comment:

Carole Fox, resident, asked what the changes are. Mayor Ramsey noted the proposed changes are to have three dispensaries within a mile of the City instead of two. Fox asked if we need three. Sergio Lopez, resident, noted it would be beneficial to the City and would bring a lot of revenue in from taxes to help in the parks, replace roads, sidewalks etc. and help in the community with the young generation; sponsorships the kids need right now. Lopez noted it wouldn't really benefit the people for three; there is already two, it would benefit the City with revenue staying within the City. Toyne asked Lopez how much he thought the tax revenue would increase by. Krebs noted the City received \$12,000 for the whole year last year.

Fox asked if anybody here realizes what the kids are doing, how bad it is for younger kids in this town with marijuana, it will get worse. Corrina Kirschenmann- Kuntz voiced she lives in Ward 2 and asks for Ward 2 Councilmen to vote no. There is two here, there is enough graffiti all over, alcoholics, etc.; we don't need more problems.

Cody Meeks passed out information he printed from the Montana Department of Revenue. He voiced reasons there is a need for another dispensary. He would like to add another amendment to the ordinance to add a three percent local tax option. He reviewed how the Local Option Marijuana Excise tax is distributed. The two dispensaries in Big Horn County are 312 and Bloom; they created \$5.4 million in sales. He added if there is another dispensary in the City limits it can come out to \$60,000 in tax dollar revenue, create more jobs, and more tourism. It is the most regulated business in the state. He asked Council to pass the amendments.

Knudsen noted the three percent tax is set by statute and the City cannot change that whether it is in the city limits or not. Meeks noted he disagreed and pointed out a section of the information he had previously provided to Council; adding the City of Billings is getting that three percent. Knudsen noted they are a Charter Government and we (the City) are not; we live within the General Powers Section of the Constitution. We cannot increase taxes because we are not a Self-Governing Charter Government, we are a General Powers Government; meaning the powers we are granted are only those that are statutorily authorized.

Jose Funke, resident, voiced he agrees with bringing another dispensary here instead of seeing all the empty buildings; adding no one else is buying buildings here. He added he stands to say yes.

David R. Blaine voiced no matter how much you say yes or no, there is always going to be a problem with it. There are kids under twenty-one still consuming the stuff. He had been to one of the dispensaries asking for sponsorships and was denied. He added we don't see any of the establishments creating some kind of treatment program for these children to go to. We had a big problem with it way before they were here or in Billings. He noted he is not here to say he is for or against it, he wants Council to stop, pause, look over the pros and cons; we have youth out here. We are not going to stop the younger ones from consuming and getting ahold of and using liquor, alcohol, shrooms etc. In the end what happens to the children; there are no treatment centers. It is not about the consumer, the business, it is about the children.

Kirschenmann-Kuntz noted she has not seen sponsorship to the community from one of them. Espinoza noted he has seen Bloom sponsor; he had a youth basketball team they sponsored for fees and hotels. Espinoza added there is a benefit for medical marijuana, it is not just kids using it, adults are. Alcohol is getting stronger, you can get a drink with fifteen percent alcohol. The problem is alcohol and not so much marijuana; adding people can be addicted to anything. Having a third one where it wants to be is better than having to go out there for the older people.

Meeks noted we all know the problem is alcohol; he has lost family to alcohol and bad things happen with alcohol all the time. It is not going anywhere, it is everywhere. We let the market decide; it creates better business and competition; let the market decide for another dispensary.

Kirschenmann-Kuntz noted the State of Montana does not give the City the right to decide who can sell beer and wine; it is state regulated. Regarding marijuana, Council has the right to vote how many are allowed in the community.

Sharpe noted he has looked at how different towns have regulated it; some allow medical only, some have caps etc. Senate Bill 27 says there is a freeze on any new licenses for medical marijuana, putting new businesses up, until July 1, 2027. The license can be transferred, but cannot be new. Espinoza asked Knudsen about the bill. Knudsen noted it says the department shall not accept any more applications after July 1, 2025. They can start accepting applications beginning July 1, 2027; new applicants. It does not prohibit a license owner from moving to another location, they don't get to expand, but can move their business (license).

Meeks wanted to remind everybody there is currently not a dispensary in Hardin, because of that he believes the City is not getting their taxes. He added weed is kind of like beer, you can get beer or something strong like a shot; there are options, you can get something a little less or more strong.

Meeks noted he is with a different company; they live in the state of Montana. Espinoza asked Meeks if they had a license already. Meeks noted he works for a company, they have the license, and he has a partner. Meeks reviewed how the tiers work, the company he is currently with has an unused dispensary license they are looking to open up in the state.

Krebs asked Lehr how much taxes the City received over the course of last year. Lehr noted about \$12,000. He pointed out Meeks had said that amount of sales last year was \$5.4 million and the

City of Hardin got \$12,000. If the businesses have grossed that much, why haven't they done more with the community. He asked why it would increase the tourism for Hardin, Montana.

Greer asked if anyone in the room has a family member that has died of cancer and have any of them used any derivatives of marijuana. He noted the THC helped one of his family members.

Meeks noted it will help tourism, people come from out of state, they have to go to gas stations, they get hungry and go to restaurants.

Laurie Tschetter, local business owner, voiced her experience as a landlord from collecting rent to cleaning the property. She believes we do not need a third one in town and she does not want one coming in off the interstate. She added we have an opportunity to learn from the mistakes of other communities and mold and shape our community the way we need it to be.

Sharpe noted he would like to say to Espinoza's point that alcohol is already a problem, if marijuana is here, lets keep it regulated and not let it blow up into the monster alcohol has turned into. I would like to keep it at two for now, we can table it for now.

Knudsen noted the committee can make a recommendation. He would ask for the committee members to decide to recommend action or recommend to table.

Espinoza voiced he would like to see the City of Hardin vote on something that has health benefits. Sharpe voiced he would like to table it. Hopes agreed. Espinoza voiced he wants to vote to approve; put it to a vote.

Knudsen noted he has not drafted an ordinance; there cannot be a vote tonight to amend the ordinance. His recommendation is for the committee to make a recommendation to Council and City Council, during the meeting, can direct him to draft the ordinance or not.

The consensus of the committee is to bring it forward to Council.

There was no further discussion.

The meeting ended at 6:45 p.m.

Chris Sharpe, Committee Chairman

ATTEST:

Angela Zimmer, Deputy City Clerk

City of Hardin

Submitted for Approval

June 16, 2026

Month	CLAIM No.	Monthly Total
April, 2026	33878	\$ 70,964.13
May, 2026	33879, 33888	8,098.46
June, 2026	33839, 33880-33891, 33893, 33895-33931	247,934.45
TOTAL Submitted		\$ 326,997.04

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

Vendor	Purpose	Check #	Amount
UNITED STATES DEPARTMENT OF AGRICULTURE	May Debt Payment 2020 USDA Loan	-99270	6,024.00
MORRISON-MAIERLE	Lodge Grass Project engineering April '26	-99269	70,964.13
DESTINATIONIQ	PILOT grant website development	42775	7,000.00
MATOVICH OIL CO.	Diesel, gas, oil, DEF, etc	42786	14,431.45
CUSHING TERRELL	Visitor Center site design	42772	49,095.04
STAHLY ENGINEERING & ASSOCIATES INC	Waste Water Project Engineering	42792	41,949.71
<i>Transfer to US Bank Trustee</i>			
US BANK NATIONAL ASSOC	Transfer to US Bank trustee	42802	90,761.03
<i>Exempt from Resolution 2189</i>			
NORTHWESTERN ENERGY	Electric Utilities	42789	21,613.60

CITY OF HARDIN
Claims Report

For the Accounting Period: April, 2026

Vendor	Claim #	Check	Amount
MORRISON-MAIERLE	CL 33878	-99269	70,964.13

70,964.13

CITY OF HARDIN
Claims Report

For the Accounting Period: May, 2026

Vendor	Claim #	Check	Amount
DESTINATIONIQ	CL 33879	42775	7,000.00
DANA SAFETY SUPPLY, INC	CL 33888	42773	1,098.46
			8,098.46

CITY OF HARDIN

Claims Report

For the Accounting Period: June, 2026

Vendor	Claim #	Check	Amount
VISIONARY BROADBAND	CL 33839	42798	261.16
HEALTHEQUITY	CL 33880	-99268	42.18
BIG SKY LAWN CARE & PLOWING	CL 33881	42767	1,745.00
HARDIN BUILDING CENTER	CL 33882	42780	38.25
RDO EQUIPMENT	CL 33883	42790	1,477.76
TRACTOR & EQUIPMENT CO	CL 33884	-99263	3,919.60
RICHARD JEFFERSON	CL 33885	42791	179.95
UTILITIES UNDERGROUND LOC. CTR.	CL 33886	42797	128.16
APG YELLOWSTONE NEWS GROUP	CL 33887	-99265	1,169.35
BIG SKY EXPRESS WASH	CL 33889	42765	64.80
BIG SKY TIRE & SERVICE CO LLC	CL 33890	42768	50.00
BIG HORN COUNTY ELECTRIC	CL 33891	42764	2,836.34
HARDIN DO IT BEST	CL 33893	42782	241.79
DIS TECHNOLOGIES	CL 33895	42776	1,402.01
BIG SKY FIRE EQUIPMENT	CL 33896	42766	75.00
LAURIE TSCHETTER	CL 33897	42784	15.00
ANTONIO T LUCERO	CL 33898	42763	15.00
BILL'S AUTO PARTS	CL 33899	42769	767.77
TRACTOR & EQUIPMENT CO	CL 33900	-99262	1,509.16
VERIZON WIRELESS	CL 33901	-99266	464.96
MATOVICH OIL CO.	CL 33902	42786	14,431.45
NORTHWESTERN ENERGY	CL 33903	42789	21,613.60
ENERGY LABORATORIES INC	CL 33904	42778	73.00
FERGUSON WATERWORKS #1701	CL 33905	42779	780.38
TOWN & COUNTRY SUPPLY ASSN	CL 33906	42794	568.00
USA BlueBook	CL 33907	42796	526.95
DARREL REED	CL 33908	42774	137.97
MOUNTAIN ALARM	CL 33909	42788	120.00
CLAYTON GREER	CL 33910	42771	935.00
LYNN'S SUPERFOODS	CL 33911	42785	83.00
TOWN & COUNTRY SUPPLY ASSN	CL 33912	42794	57.96
THE ORIGINAL BRIEFS	CL 33913	42793	1,003.40
CUSHING TERRELL	CL 33914	42772	49,095.04
ECOLAB INC	CL 33915	42777	95.53
MOSES GONZALES	CL 33916	42787	102.95
HEALTHEQUITY	CL 33917	-99267	17.02
STAPLES	CL 33918	-99264	263.81
CLAYTON GREER	CL 33919	42771	28.70
IBS, INC.	CL 33920	42783	42.40
STAHLY ENGINEERING & ASSOCIATES INC	CL 33921	42792	41,949.71

CITY OF HARDIN

Claims Report

For the Accounting Period: June, 2026

Vendor	Claim #	Check	Amount
STAHLY ENGINEERING & ASSOCIATES INC	CL 33922	42792	373.50
BILLINGS CLINIC	CL 33923	42770	400.00
U.S. POSTAL SERVICE	CL 33924	42795	460.00
MONTANA MAGISTRATES ASSOCIATES	CL 33925	42799	300.00
BAMBOOHR LLC	CL 33926	-99271	135.86
BAMBOOHR LLC	CL 33927	-99272	595.45
INTERSTATE POWER SYSTEMS	CL 33928	42801	535.50
UNITED STATES DEPARTMENT OF AGRICULTURE	CL 33929	-99270	6,024.00
BIG SKY FIRE EQUIPMENT	CL 33930	42800	20.00
US BANK NATIONAL ASSOC	CL 33931	42802	90,761.03
			247,934.45

CITY OF HARDIN

Check Report

6/16/2026

Vendor	Claim #	Check	Amount
ANTONIO T LUCERO	CL 33898	42763	15.00
BIG HORN COUNTY ELECTRIC	CL 33891	42764	2,836.34
BIG SKY EXPRESS WASH	CL 33889	42765	64.80
BIG SKY FIRE EQUIPMENT	CL 33896	42766	75.00
BIG SKY LAWN CARE & PLOWING	CL 33881	42767	1,745.00
BIG SKY TIRE & SERVICE CO LLC	CL 33890	42768	50.00
BILL'S AUTO PARTS	CL 33899	42769	767.77
BILLINGS CLINIC	CL 33923	42770	400.00
CLAYTON GREER	CL 33910	42771	935.00
CLAYTON GREER	CL 33919	42771	28.70
CUSHING TERRELL	CL 33914	42772	49,095.04
DANA SAFETY SUPPLY, INC	CL 33888	42773	1,098.46
DARREL REED	CL 33908	42774	137.97
DESTINATIONIQ	CL 33879	42775	7,000.00
DIS TECHNOLOGIES	CL 33895	42776	1,402.01
ECOLAB INC	CL 33915	42777	95.53
ENERGY LABORATORIES INC	CL 33904	42778	73.00
FERGUSON WATERWORKS #1701	CL 33905	42779	780.38
HARDIN BUILDING CENTER	CL 33882	42780	38.25
HARDIN DO IT BEST	CL 33893	42782	241.79
IBS, INC.	CL 33920	42783	42.40
LAURIE TSCHETTER	CL 33897	42784	15.00
LYNN'S SUPERFOODS	CL 33911	42785	83.00
MATOVICH OIL CO.	CL 33902	42786	14,431.45
MOSES GONZALES	CL 33916	42787	102.95
MOUNTAIN ALARM	CL 33909	42788	120.00
NORTHWESTERN ENERGY	CL 33903	42789	21,613.60
RDO EQUIPMENT	CL 33883	42790	1,477.76
RICHARD JEFFERSON	CL 33885	42791	179.95
STAHLY ENGINEERING & ASSOCIATES INC	CL 33921	42792	41,949.71
STAHLY ENGINEERING & ASSOCIATES INC	CL 33922	42792	373.50
THE ORIGINAL BRIEFS	CL 33913	42793	1,003.40
TOWN & COUNTRY SUPPLY ASSN	CL 33906	42794	568.00
TOWN & COUNTRY SUPPLY ASSN	CL 33912	42794	57.96
U.S. POSTAL SERVICE	CL 33924	42795	460.00
USA BlueBook	CL 33907	42796	526.95
UTILITIES UNDERGROUND LOC. CTR.	CL 33886	42797	128.16
VISIONARY BROADBAND	CL 33839	42798	261.16
MONTANA MAGISTRATES ASSOCIATES	CL 33925	42799	300.00
BIG SKY FIRE EQUIPMENT	CL 33930	42800	20.00
INTERSTATE POWER SYSTEMS	CL 33928	42801	535.50
US BANK NATIONAL ASSOC	CL 33931	42802	90,761.03

CITY OF HARDIN

Check Report

6/16/2026

Vendor	Claim #	Check	Amount
TRACTOR & EQUIPMENT CO	CL 33900	-99262	1,509.16
TRACTOR & EQUIPMENT CO	CL 33884	-99263	3,919.60
STAPLES	CL 33918	-99264	263.81
APG YELLOWSTONE NEWS GROUP	CL 33887	-99265	1,169.35
VERIZON WIRELESS	CL 33901	-99266	464.96
HEALTH EQUITY	CL 33917	-99267	17.02
HEALTH EQUITY	CL 33880	-99268	42.18
MORRISON-MAIERLE	CL 33878	-99269	70,964.13
UNITED STATES DEPARTMENT OF AGRICULTURE	CL 33929	-99270	6,024.00
BAMBOOHR LLC	CL 33926	-99271	135.86
BAMBOOHR LLC	CL 33927	-99272	595.45
			326,997.04

OK

CITY-COUNTY PLANNING BOARD

PO Box 305

CITY OF HARDIN/BIG HORN COUNTY

HARDIN MT 59034-0305

City County Planning Board Meeting

Date: March 9th, 2026

Location: City Chambers

Time: 7:00 PM

Absent: Michael Ebert

Vacant Seat(s): County Commissioners Appointed seat

1. Call to Order (7:00 PM)

The regular meeting of the City–County Planning Board was called to order at **7:00 PM** by the acting vice chairperson Bill Hodges. Welcomed new member: Karleen Pitsch-Jacobs, appointed by Mayor Ramsey.

2. Public Hearing (Opened 7:01pm)

City of Hardin Zoning Ordinance:

Mr. Mandeville presented the (City Council-approved) City of Hardin Zoning Ordinance to the CCPB. With reference to memo sent to the board. The ordinance incorporates updates resulting from discussions held over the past few months. Notable revisions include the addition of the Growth Policy to the ordinance framework and updated terminology referring to both manufactured and mobile homes.

City of Hardin Zoning Ordinance – Public Comments

Mr. Meeks inquired about the number of medical marijuana dispensaries permitted within the city limits.

Discussion: Board members and members of the public discussed the current status of medical marijuana dispensaries within the City of Hardin. It was noted that there are currently two dispensaries operating within city limits. Questions were raised regarding whether future dispensaries would be permitted within commercial zoning districts. Discussion included marijuana tax revenue, with the county receiving a 4% sales tax and the city receiving a 3% sales tax. Comments were made regarding the potential impact of regulated marijuana sales on reducing illegal drug activity and crime rates. Questions were also raised regarding state regulations. It was noted that dispensaries are licensed through the State of Montana. Under the proposed zoning requirements, a maximum of two medical marijuana dispensaries would be permitted, and such uses would be allowed only within Industrial and Agricultural zoning districts. Additional comments were made regarding the desire to establish a clean, professional, and wheelchair-accessible business location. Discussion also touched on the possibility of future recreational liquor businesses and the importance of attracting new business opportunities to the community.

Public Hearing closed at 7:25pm

3. Regular Meeting (Opened 7:25 PM).

4. Approval of Minutes for 2/9/2026

- Motion: Taylor Sidwell
 - Second: Karla Roods
 - **Approved unanimously at 7:25pm on 3/9/2026.**
-

5. Financial Statement(s) (Feb 2026) / Bills to be Paid

- Motion: Larry Vandersloot
 - Second: Karla Roods
 - **Approved unanimously at 7:26pm on 3/9/2026.**
-

6. Old Business

6.1 City Council/Jail:

No further comment.

7. New Business

7.1 City of Hardin Zoning Ordinance:

- Motion: Larry Vandersloot
- Second: Karla Roods/Corrina Kirschenmann-Kuntz
- **Approved unanimously at 7:29pm on 3/9/2026.**

7.2 New Member:

The City County Planning Board welcomes a new member appointed to the board by Mayor Ramsey; Karleen Pitsch-Jacobs. She looks forward to seeing Hardin grow and the future generations to come. Currently serving on multiple boards and is happy to be a part of the CCPB.

7.3 County Commissioners appointed member update:

County will be advertising. No applications currently.

8. Announcements:

- **CPR:** 4/14/2026 put on by county EMS/Public Health
- **City Council:** 4/17/2026

8. Adjournment

- **Motion:** Larry Vandersloot
- **Second:** Karla Roods
- **The meeting was adjourned at 7:34pm on 3/9/2026.**

CHANGE ORDER NO.: 3

Owner: City of Hardin, Montana
 Engineer: Stahly Engineering / HDR Engineering
 Contractor: Northcon, Inc.
 Project: Hardin WWTP Upgrades
 Contract Name: WPCSRF Project #C301316
 Date Issued: May 18, 2026

Owner's Project No.:
 Engineer's Project No.: 2223-08Q21
 Contractor's Project No.:

Effective Date of Change Order: May 18, 2026

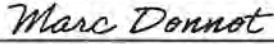
The Contract is modified as follows upon execution of this Change Order:

Description: This Change Order incorporates Modifications 3, 4, 5, 7, and 8 which includes electrical repairs, Ox Ditch boulder pit, digester intake basin demolition, 12" RS line location, and pre-cast changes at the UV/Admin building.

Attachments: Modifications 3, 4, 5, 7, and 8

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>13,385,736.00</u>	Original Contract Times: Substantial Completion: <u>630 Calendar Days</u> Ready for final payment: <u>30 Calendar Days</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u>2</u> : \$ <u>524,800.00</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. <u>2</u> : Substantial Completion: <u>21 Calendar Days</u> Ready for final payment: <u>0 Calendar Days</u>
Contract Price prior to this Change Order: \$ <u>13,910,536.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>651 Calendar Days</u> Ready for final payment: <u>30 Calendar Days</u>
[Increase] [Decrease] this Change Order: \$ <u>13,887.75</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>7 Calendar Days</u> Ready for final payment: <u>0 Calendar Days</u>
Contract Price incorporating this Change Order: \$ <u>13,924,423.75</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>658 Calendar Days</u> Ready for final payment: <u>30 Calendar Days</u>

Recommended by Engineer (if required)
 By: 
 Title: Chief Operating Officer
 Date: May 18, 2026

Accepted by Contractor

Senior Project Manager
May 19, 2026

Authorized by Owner _____ Approved by Funding Agency (if applicable) By: _____
 _____ Title: _____
 _____ Date: _____



Modification Request

Northcon, Inc.

10615 N Government Way, Hayden, ID 83835

Phone: 208.772.6003 Fax: 208.772.2533

Crow Agency, MT

Project Name: Hardin WWTP Upgrades	Contract Number:
Location: Hardin, MT	Modification Number: 3
Date: 2/4/2026	

Item #	Description Indicate Critical Path Schedule impact for each item.	Amount
1	Locating line, exposing for repair of RAS pump power Skid Steer - 6hrs @ \$55.00 per hr. Operator 2- 6hrs @ \$57.00 per hr. Laborer 2- 6hrs @ \$48.00 per hr.	\$330.00 \$342.00 \$288.00
2	Locating line and exposing for repair of Ox Ditch power Medium Excavator- 2hrs @ \$105.00 per hr. Operator 2- 2hrs @ \$57.00 per hr. Laborer 2- 2hrs @ \$48.00	\$210.00 \$114.00 \$96.00
3	Millenium Locating existing power 5hrs @ 115 per hr	\$575.00
4	Repair RAS Pump power 4hrs @ \$115.00 per hr Materials	\$460.00 \$275.00
5	Repair OX Ditch Power 8hrs @ \$115.00 per hr Materials	\$920.00 \$603.00
Total		\$4,213.00
G&A		\$421.30
Profit		\$231.72
Bond		\$55.47
MGRT		\$49.21
Total Modification Cost		\$4,970.70

Change in Contract Duration/Time by This Change Order:

No Change Increase Decrease By 3 calendar days.

New Contract Completion Date: _____

Contract Status

Original Contract Amount	
Net Change by Previous Modification Requests	
Current Contract Amount	\$0.00
Current Modification Request Total	\$4,970.70
New Contract Amount	\$4,970.70
Total Cost of All Modification Requests to Date	\$4,970.70



Modification Request

Project Name:	Hardin WWTP Upgrades	Contract Number:	
Location:	Hardin, MT	Modification Number:	3
Date:	February 4, 2026		

JUSTIFICATION FOR CHANGE(S) Describe the details which mandate the change(s).

811 Utility locates were called and the City of Hardin was unable to locate or provide as build drawings for the existing location of electrical lines.

Justification for Cost Adjustment Describe the basis used to calculate the cost adjustment.

After meetings with the contract team the concensus was that if we didn't have the lines located the lines would continue to be in unknown locations and after having two major strikes it was best to know where the lines were located so Millennium located the lines on August 28th, 2025.

Justification for Schedule Adjustment Describe the impact of adjustment(s) to the critical path.

Between both line strikes there was time impact where the repair of the lines that were hit and the work that was needed to complete the reconnection of the lines caused time loss in the intended work flow.

APPROVALS

By signature on this modification request, the Contractor certifies that this modification request is complete and includes all direct costs, indirect costs, and consequential items (including any additional time, if any) and is free and clear of any and all claims or disputes (including, but not limited to, additional costs, additional time, disruptions, and impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning this change order and on all previously contracted Work and does hereby release the Owner from such. Not valid until signed by all parties. Signature indicates agreements herewith, including any adjustments to contract value or contract time. All work to be performed under terms of original contract unless otherwise stipulated herein. Payment to be made under terms of original contract.

Approved by Contractor: Marc Donnot Date: 4/4/2026

By: **Marc Donnot, Senior Project Manager**

Approved by : _____ Date: _____

By: _____



Modification Request

Northcon, Inc.

10615 N Government Way, Hayden, ID 83835
 Phone: 208.772.6003 Fax: 208.772.2533
 Crow Agency, MT

Project Name: Hardin WWTP Upgrades	Contract Number: C301316 / 10332175
Location: Hardin, MT	Modification Number: 4
Date: 3/25/2026	

Item #	Description Indicate Critical Path Schedule impact for each item.	Amount
1	Gravel Bed West of Ox Ditch	
	6.72T of 2" bedding rock @ \$29.00 per ton	\$194.88
	Large excavator -4hr. @ \$122.00 per hr.	\$488.00
	Skid Steer - 4 hrs @ \$65.00 per hr.	\$260.00
	Dump truck - 4 hr @ \$50.00 per hr.	\$200.00
	Tamper - 2hrs @ \$9.00 per hr.	\$18.00
	Foreman 1- 8hrs @ \$70.00 per hr.	\$560.00
	Laborer 2- 8hrs @ \$48.00 per hr.	\$384.00
	Operator 2- 6hrs @ \$57.00 per hr.	\$342.00
	Fabric, Pipe coupler and pipe	\$400.00
	Total	\$2,846.88
	G&A	\$284.69
	Profit	\$156.58
	Bond	\$37.48
	MGRT	\$33.26
	Total Modification Cost	\$3,358.89

Change in Contract Duration/Time by This Change Order:

No Change Increase Decrease By 2 calendar days.

New Contract Completion Date: _____

Contract Status

Original Contract Amount	
Net Change by Previous Modification Requests	
Current Contract Amount	\$0.00
Current Modification Request Total	\$3,358.89
New Contract Amount	\$3,358.89
Total Cost of All Modification Requests to Date	\$3,358.89



Modification Request

Project Name:	Hardin WWTP Upgrades	Contract Number:	75H70124C00026
Location:	Hardin Montana	Modification Number:	3
Date: 3/25/2026			

JUSTIFICATION FOR CHANGE(S) Describe the details which mandate the change(s).

The Change of work was designed and presented by the design team.

Justification for Cost Adjustment Describe the basis used to calculate the cost adjustment.

Cost of labor and materials per the design provided.

Justification for Schedule Adjustment Describe the impact of adjustment(s) to the critical path.

The time for coordination, materials and completion of the added scope.

APPROVALS

By signature on this modification request, the Contractor certifies that this modification request is complete and includes all direct costs, indirect costs, and consequential items (including any additional time, if any) and is free and clear of any and all claims or disputes (including, but not limited to, additional costs, additional time, disruptions, and impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning this change order and on all previously contracted Work and does hereby release the Owner from such. Not valid until signed by all parties. Signature indicates agreements herewith, including any adjustments to contract value or contract time. All work to be performed under terms of original contract unless otherwise stipulated herein. Payment to be made under terms of original contract.

Approved by Contractor: Marc Donnot Date: 4/24/2026

By: **Marc Donnot, Senior Project Manager**

Approved by : _____ Date: _____

By: _____



Modification Request

Northcon, Inc.

10615 N Government Way, Hayden, ID 83835

Phone: 208.772.6003 Fax: 208.772.2533

Crow Agency, MT

Project Name: Hardin WWTP Upgrades	Contract Number: C301316 / 10332175
Location: Hardin, MT	Modification Number: 5
Date: 2/25/2026	

Item #	Description Indicate Critical Path Schedule impact for each item.	Amount
1	Digester	
	Small Tools- 4hrs. @ \$7 per hr.	\$28.00
	Foreman 1- 1 for 4 hrs @ \$70 per hr	\$280.00
	Laborer 2- 2 for 4 hrs @ \$48 per hr	\$384.00
	Operator 2- 1 for 2hr. @ \$57.00 Per hr.	\$114.00
	Dump Fee Ticket Number 40679	\$162.40
	Dump truck 1hr @\$50.00 per hr.	\$50.00
	Total	\$1,018.40
	G&A	\$101.84
	Profit	\$56.01
	Bond	\$13.41
	MGRT	\$11.90
	Total Modification Cost	\$1,201.56

Change in Contract Duration/Time by This Change Order:

No Change Increase Decrease By 1 calendar days.

New Contract Completion Date: _____

Contract Status

Original Contract Amount	
Net Change by Previous Modification Requests	
Current Contract Amount	\$0.00
Current Modification Request Total	\$1,201.56
New Contract Amount	\$1,201.56
Total Cost of All Modification Requests to Date	\$1,201.56



Modification Request

Project Name:	Hardin WWTP Upgrades	Contract Number:	75H70124C00026
Location:	Hardin, MT	Modification Number:	3
Date: 2/25/2026			

JUSTIFICATION FOR CHANGE(S) Describe the details which mandate the change(s).

In October there was discussion in the project meeting and the structural integrity of the existing basin on the digester came into question due to the amount of cracking that existed on the basin. The worry was once the soils were removed from beneath the structure for the excavation that it would be a safety hazard as well as causing potential harm to the tank if it were to become dislodged from the digester.

Justification for Cost Adjustment Describe the basis used to calculate the cost adjustment.

The current cost justification is the tools and labor that were involved in the removal of the basin.

Justification for Schedule Adjustment Describe the impact of adjustment(s) to the critical path.

No need for a time increase.

APPROVALS

By signature on this modification request, the Contractor certifies that this modification request is complete and includes all direct costs, indirect costs, and consequential items (including any additional time, if any) and is free and clear of any and all claims or disputes (including, but not limited to, additional costs, additional time, disruptions, and impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning this change order and on all previously contracted Work and does hereby release the Owner from such. Not valid until signed by all parties. Signature indicates agreements herewith, including any adjustments to contract value or contract time. All work to be performed under terms of original contract unless otherwise stipulated herein. Payment to be made under terms of original contract.

Approved by Contractor: _____
 By: **Marc Donnot, Senior Project Manager**

Date: **4/24/2026**

Approved by: _____
 By: _____

Date: _____



Modification Request

Northcon, Inc.

10615 N Government Way, Hayden, ID 83835
 Phone: 208.772.6003 Fax: 208.772.2533
 Crow Agency, MT

Project Name: Hardin WWTP Upgrades	Contract Number: C301316 / 10332175
Location: Hardin, MT	Modification Number: 7
Date: 3/25/2026	

Item #	Description Indicate Critical Path Schedule impact for each item.	Amount
1	Exploratory for 12" RS line	
	Foreman- 4 hours @ \$70/Hr	\$280.00
	Operator 2- 4 hours @ \$57/Hr	\$228.00
	Labor 2- 4 Hours @ \$48/Hr	\$192.00
	Medium Excavator- 4 Hours @ \$105/Hr	\$420.00
	Front End Loader- 4 Hours @ \$95/Hr	\$380.00
	Small Tools- 4 Hours @ \$7/Hr	\$28.00
	Total	\$1,528.00
	G&A	\$152.80
	Profit	\$84.04
	Bond	\$20.12
	MGRT	\$17.85
	Total Modification Cost	\$1,802.81

Change in Contract Duration/Time by This Change Order:

No Change
 Increase
 Decrease
 By 1 calendar days.

New Contract Completion Date: _____

Contract Status

Original Contract Amount	
Net Change by Previous Modification Requests	
Current Contract Amount	\$0.00
Current Modification Request Total	\$1,802.81
New Contract Amount	\$1,802.81
Total Cost of All Modification Requests to Date	\$1,802.81



Modification Request

Project Name:	Hardin WWTP Upgrades	Contract Number:	75H70124C00026
Location:	Hardin Montana	Modification Number:	7
Date: 3/25/2026			

JUSTIFICATION FOR CHANGE(S) Describe the details which mandate the change(s).

The Change of work was brought to attention in RFI #60, explaining the tie in point for the 12" RS line in not in the intake manhole per plans. Valve cans indicate it is located between manhole and septic receive structure and exploritory is needed for exact location.

Justification for Cost Adjustment Describe the basis used to calculate the cost adjustment.

Cost of labor and materials per the design provided. Communication lines for the intake manhole are in the area of exporitory excavation, tis will take longer due to hand shoveling to ensure no damage to existing utilities.

Justification for Schedule Adjustment Describe the impact of adjustment(s) to the critical path.

The time for coordination, materials and completion of the added scope.

APPROVALS

By signature on this modification request, the Contractor certifies that this modification request is complete and includes all direct costs, indirect costs, and consequential items (including any additional time, if any) and is free and clear of any and all claims or disputes (including, but not limited to, additional costs, additional time, disruptions, and impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning this change order and on all previously contracted Work and does hereby release the Owner from such. Not valid until signed by all parties. Signature indicates agreements herewith, including any adjustments to contract value or contract time. All work to be performed under terms of original contract unless otherwise stipulated herein. Payment to be made under terms of original contract.

Approved by Contractor: Marc Donnot
By: **Marc Donnot, Senior Project Manager**

Date: 4/24/2026

Approved by : _____
By: _____

Date: _____



Modification Request

Northcon, Inc.

10615 N Government Way, Hayden, ID 83835

Phone: 208.772.6003 Fax: 208.772.2533

Crow Agency, MT

Project Name: Hardin WWTP Upgrades	Contract Number: C301316 / 10332175
Location: Hardin, MT	Modification Number: 8
Date: 3/25/2026	

Item #	Description Indicate Critical Path Schedule impact for each item.	Amount
1	Precast Changes at UV/Admin Building VIA subcontractor.	\$2,500.00
Total		\$2,500.00
G&A		
Profit		
Bond		\$28.50
MGRT		\$25.29
Total Modification Cost		\$2,553.79

Change in Contract Duration/Time by This Change Order:

No Change Increase Decrease By 0 calendar days.

New Contract Completion Date: _____

Contract Status

Original Contract Amount	
Net Change by Previous Modification Requests	
Current Contract Amount	\$0.00
Current Modification Request Total	\$2,553.79
New Contract Amount	\$2,553.79
Total Cost of All Modification Requests to Date	\$2,553.79



Modification Request

Project Name:	Hardin WWTP Upgrades	Contract Number:	C301316 / 10332175
Location:	Hardin Montana	Modification Number:	8
Date: 3/25/2026			

JUSTIFICATION FOR CHANGE(S) Describe the details which mandate the change(s).

The Change of work was designed and presented by the design team.

Justification for Cost Adjustment Describe the basis used to calculate the cost adjustment.

Cost of labor and materials per the design provided.

Justification for Schedule Adjustment Describe the impact of adjustment(s) to the critical path.

The time for coordination, materials and completion of the added scope.

APPROVALS

By signature on this modification request, the Contractor certifies that this modification request is complete and includes all direct costs, indirect costs, and consequential items (including any additional time, if any) and is free and clear of any and all claims or disputes (including, but not limited to, additional costs, additional time, disruptions, and impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning this change order and on all previously contracted Work and does hereby release the Owner from such. Not valid until signed by all parties. Signature indicates agreements herewith, including any adjustments to contract value or contract time. All work to be performed under terms of original contract unless otherwise stipulated herein. Payment to be made under terms of original contract.

Approved by Contractor: _____

Date: 4/24/2026

By: **Marc Donnot, Senior Project Manager**

Approved by : _____

Date: _____

By: _____

RECEIVED

JUN 02 2026

Contractor's Application for Payment

Owner:	City of Hardin	Owner's Project No.:	C301316
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10332175
Contractor:	Northcon, Inc.	Contractor's Project No.:	HAY502
Project:	Hardin WWTP Upgrades		
Contract:	Wastewater Treatment Plant Upgrades		
Application No.:	11	Application Date:	5/29/2026
Application Period:	From 5/1/2026	to	5/31/2026

1. Original Contract Price	\$	13,385,736.00
2. Net change by Change Orders	\$	538,687.75
3. Current Contract Price (Line 1 + Line 2)	\$	13,924,423.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	5,897,423.35
5. Retainage/MT Gross Receipts		
a. 5% X \$ 5,897,423.35 Work Completed =	\$	294,871.17
b. _____ X \$ _____ Stored Materials =	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	294,871.17
6. Amount eligible to date (Line 4 - Line 5.c)	\$	5,602,552.18
7. Less previous payments (Line 6 from prior application)	\$	5,069,293.67
8. Amount due this application	\$	533,258.51
9. Less MT Gross Receipts Tax (1%)	\$	5,332.59
10. Current Payment Due	\$	527,925.92
11. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	8,321,871.57

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Northcon, Inc.

Signature: Date: 5/29/2026

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Chief Operating Officer</u>	Title: _____
Date: <u>6/2/2026</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.:		Application Period:		From		to		Application Date:	
11		05/01/26		05/31/26		05/29/26			
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
1	Mobilization	345,968.00	310,451.00	10,000.00		320,451.00	93%	25,517.00	
2	Mobilization Subs	153,630.00	106,072.60	12,000.00		118,072.60	77%	35,557.40	
3	General Conditions	470,488.00	464,744.00	-		464,744.00	99%	5,744.00	
4	Divisions 1 (16 Months)	1,813,900.00	1,195,448.00	88,300.00		1,283,748.00	71%	530,152.00	
5	Demobilization	138,387.00				-	0%	138,387.00	
HEADWORKS									
6	Excavation	170,000.00	155,500.00	7,000.00		162,500.00	96%	7,500.00	
7	Building Work Concrete	299,288.00	274,750.00	12,000.00		286,750.00	96%	12,538.00	
HEADWORKS MECHANICAL									
8	Labor	22,317.00				-	0%	22,317.00	
9	Material	13,911.00				-	0%	13,911.00	
10	Equipment	144,920.00				-	0%	144,920.00	
11	Duct Wrap	8,180.00				-	0%	8,180.00	
12	Crane	3,500.00				-	0%	3,500.00	
13	Test & Balance	3,485.00				-	0%	3,485.00	
14	Permit	2,215.00				-	0%	2,215.00	
15	Project Management	50,550.00	5,000.00			5,000.00	10%	45,550.00	
HEADWORKS ELECTRICAL									
16	Light Fixtures	18,000.00		6,300.00		6,300.00	35%	11,700.00	
17	Switchgear	75,000.00				-	0%	75,000.00	
18	Controls	110,000.00				-	0%	110,000.00	
19	Material	72,500.00	14,572.00			14,572.00	20%	57,928.00	
20	Labor	115,000.00	30,305.00	2,250.00		32,555.00	28%	82,445.00	
HEADWORKS BUILDING CONSTRUCTION									
21	Precast Wall Panels	235,000.00	34,000.00			34,000.00	14%	201,000.00	
22	Labor	120,000.00		6,000.00		6,000.00	5%	114,000.00	
23	Cabinets	33,000.00	5,701.00			5,701.00	17%	27,299.00	
24	Roofing	97,500.00				-	0%	97,500.00	
25	Doors	25,000.00				-	0%	25,000.00	
26	Metal Works/Decking/Fiberglass	130,000.00				-	0%	130,000.00	
27	Fire Stop and Sealants	12,000.00				-	0%	12,000.00	
28	Mechanical Hardware	975,000.00				-	0%	975,000.00	
29	Labor	93,000.00	9,000.00	7,000.00		16,000.00	17%	77,000.00	
30	Plumbing	65,000.00				-	0%	65,000.00	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Hardin
 Engineer: HDR Engineering, Inc.
 Contractor: Northcon, Inc.
 Project: Hardin WWTP Upgrades
 Contract: Wastewater Treatment Plant Upgrades

Owner's Project No.: C301316
 Engineer's Project No.: 10332175
 Contractor's Project No.: HAY502

Application No.: 11 Application Period: From 05/01/26 to 05/31/26 Application Date: 05/29/26

A Item No.	B Description	C Scheduled Value (\$)	D, E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
	ADMIN/UV							
31	Excavation	45,000.00	25,000.00	5,000.00		30,000.00	67%	15,000.00
32	Concrete Work	250,000.00	64,000.00	13,500.00		77,500.00	31%	172,500.00
	ADMIN/UV-MECHANICAL							
33	Labor	23,530.00					0%	23,530.00
34	Material	12,000.00					0%	12,000.00
35	Equipment	28,237.00					0%	28,237.00
36	Duct Wrap	2,400.00					0%	2,400.00
37	Test & Balance	3,485.00					0%	3,485.00
38	Project Management	50,550.00	5,000.00			5,000.00	10%	45,550.00
	ADMIN/UV-ELECTRICAL							
39	Light Fixtures	9,200.00					0%	9,200.00
40	Switchgear	145,000.00					0%	145,000.00
41	Controls	165,000.00					0%	165,000.00
42	Materials	48,000.00	15,300.00	-		15,300.00	32%	32,700.00
43	Labor	81,000.00	26,198.00	-		26,198.00	32%	54,802.00
	ADMIN/UV-BUILDING CONSTRUCTION							
44	Precast Wall Panels	95,000.00	10,000.00	-		10,000.00	11%	85,000.00
45	Labor	60,000.00		10,000.00		10,000.00	17%	50,000.00
46	Roofing	43,500.00					0%	43,500.00
47	Cabinets	12,000.00					0%	12,000.00
48	Doors	12,600.00					0%	12,600.00
49	Metal Works/Decking/Fiberglass	50,100.00					0%	50,100.00
50	Fire Stop and Sealants	5,000.00					0%	5,000.00
51	Mechanical	360,000.00	36,000.00	-		36,000.00	10%	324,000.00
52	Plumbing	7,000.00					0%	7,000.00
53	Material	8,000.00					0%	8,000.00
54	Labor	5,000.00					0%	5,000.00
	ADMIN/UV BUILDING ELECTRICAL							
55	Light Fixtures	32,150.00					0%	32,150.00
56	Switchgear	134,000.00					0%	134,000.00
57	Controls	220,000.00					0%	220,000.00
58	Generator	246,150.00					0%	246,150.00
59	Material	100,000.00		39,362.00		39,362.00	39%	60,638.00
60	Labor	225,000.00	16,340.00	8,000.00		24,340.00	11%	200,660.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Hardin
 Engineer: HDR Engineering, Inc.
 Contractor: Northcon, Inc.
 Project: Hardin WWTP Upgrades
 Contract: Wastewater Treatment Plant Upgrades

Owner's Project No.: C301316
 Engineer's Project No.: 10332175
 Contractor's Project No.: HAY502

Application No.: 11		Application Period: From 05/01/26 to 05/31/26		Application Date: 05/29/26				
A	B	C	D + E		F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
61	Labor to Move Blowers CLARIFIER COMPLEX	5,000.00	4,200.00			4,200.00	84%	800.00
62	Material	15,000.00	12,000.00	-		12,000.00	80%	3,000.00
63	Labor	50,000.00	35,000.00	4,000.00		39,000.00	78%	11,000.00
64	Excavation	203,000.00	171,200.00	-		171,200.00	84%	31,800.00
65	Concrete Work CLARIFIER COMPLEX ELECTRICAL	675,000.00	675,000.00	-		675,000.00	100%	-
66	Material	30,000.00		6,200.00		6,200.00	21%	23,800.00
67	Labor CLARIFIER 1 NEW-CLARIFIER	25,000.00	2,865.00			2,865.00	11%	22,135.00
68	Labor	75,000.00	11,500.00	3,000.00		14,500.00	19%	60,500.00
69	Material CLARIFIERS 2 AND 3	495,000.00	270,500.00	111,275.00		381,775.00	77%	113,225.00
70	Labor	55,000.00					0%	55,000.00
71	Material	310,000.00					0%	310,000.00
72	Coatings RAS VAULT & LIFT STATION	100,000.00					0%	100,000.00
73	Material	270,700.00					0%	270,700.00
74	Concrete Work	112,000.00					0%	112,000.00
75	Excavation	25,000.00					0%	25,000.00
76	Labor/Demo RAS VAULT & LIFT STATION ELECTRICAL	12,000.00					0%	12,000.00
77	Electrical	2,500.00					0%	2,500.00
78	Labor DIGESTER	8,500.00					0%	8,500.00
79	Material	405,000.00					0%	405,000.00
80	Coatings	20,000.00					0%	20,000.00
81	Labor DIGESTER ELECTRICAL	55,000.00					0%	55,000.00
82	Material	2,500.00					0%	2,500.00
83	Labor OXIDATION DITCH	8,500.00					0%	8,500.00
84	Demo	92,645.00					0%	92,645.00
85	Concrete Work	75,000.00		22,000.00		22,000.00	29%	53,000.00
86	Material	205,000.00					0%	205,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Hardin
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A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			D (D + E) From Previous Application (\$)	E This Period (\$)				
87	Metal Fab and Install	75,000.00				-	0%	75,000.00
88	Labor	33,000.00				-	0%	33,000.00
89	Coatings	75,000.00				-	0%	75,000.00
OXIDATION DITCH ELECTRICAL								
90	Material	2,500.00				-	0%	2,500.00
91	Labor	8,500.00		7,500.00		7,500.00	88%	1,000.00
SITEWORK/PIPE WORK								
92	Site Material	750,000.00	514,500.00	85,000.00		599,500.00	80%	150,500.00
93	Labor/Equipment	390,000.00	158,000.00	50,000.00		208,000.00	53%	182,000.00
94	Concrete Work	150,000.00	20,000.00	-		20,000.00	13%	130,000.00
95	Bypass Pumping	300,000.00	248,000.00	25,000.00		273,000.00	91%	27,000.00
96	Shoring	250,000.00	246,992.00	-		246,992.00	99%	3,008.00
SITEWORK/PIPE WORK ELECTRICAL								
97	Material	54,750.00	58,310.00	-		58,310.00	107%	(3,560.00)
98	Labor	122,000.00	35,650.00	6,750.00		42,400.00	35%	79,600.00
Original Contract Totals		\$ 13,838,736.00	\$ 5,267,098.60	\$ 547,437.00	\$ -	\$ 5,814,535.60	42%	\$ 8,024,200.40

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



Invoice 847

Bill to: Northcon, Inc. 10615 N. Government Way Hayden, ID 83835	Job: 25002 Hardin WWTP
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Invoice #: 847 Payment Terms: Net 30 days Customer Code: NORCON	Date: 05/21/26 Customer P.O. #: WPCSRF Project #C301316 Salesperson:
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Remarks: Hardin WWTP-Progress Billing through 5.21.26-Pay App #8

Quantity	Description	U/M	Unit Price	Extension
1.000	Headworks: Light Fixtures, 4.20.26-5.20.2		6,276.140	6,276.14
1.000	Headworks: Labor, 4.27.26-5.21.26		2,250.000	2,250.00
1.000	Electrical Bldg: Materials 4.20.26-5.20.		39,362.610	39,362.61
1.000	Electrical Bldg: Labor, 4.27.26-5.21.26		7,912.500	7,912.50
1.000	Clarifier Comp:Materials, 4.20.26-5.20.26		6,107.810	6,107.81
1.000	Sitework: Labor, 4.27.26-5.21.26		6,750.000	6,750.00
1.000	Oxidation Ditch: Labor, 4.27.26-5.21.26		7,462.500	7,462.50
			Subtotal:	76,121.56
			Less Retention:	-3,806.08
			Total:	72,315.48
			Current Due:	72,315.48

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



WesTech Engineering, LLC
 PO Box 65068
 Salt Lake City, UT 84165-0068
 Tel: (801) 265-1000
 ar@westechwater.com

Invoice No.: S-INV106265
Invoice Date: May 29, 2026
Customer PO No.: HAY502 46-310
Customer Account No.: C14705
Payment Terms: Net 30 Days

INVOICE

Bill To: NorthCon Inc
 10615 N Government Way
 Hayden, ID 83835-7473
 USA

Ship To: Hardin WWTP
 377 Woodley Ln
 Hardin, MT 59034-2120
 US

No.	Description	Job/SO#	Opp No.	Quantity	Unit Price Excl. Tax	Line Amount Excl. Tax
002-EQUIP	25% for Delivery - One (1) 60' diameter CLC18G wastewater secondary	M-101095-01	2360215	0.25	\$445,091.00	\$111,272.75

WesTech Engineering, LLC	ACH Payments	Subtotal	\$111,272.75
C/O Wells Fargo Bank	Account No.: 4945003200	Taxes	\$0.00
Salt Lake City, UT 84111	ABA Routing No.: 121000248	Total (USD)	\$111,272.75
	SWIFT/BIC Code: WFBIUS65		

If payment is not received within the payment terms, any overdue and unpaid balances will be charged an interest rate of 1 1/2% per month, annualized at 18%, charged daily until the balance is paid in full. Customer agrees to pay all cost and expenses, including reasonable attorney's fees and court costs incurred in event of default in compliance with terms. Any invoices paid by credit card will be charged a credit card processing fee up to the allowable limit, where state law allows.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 3

2 PAGES

TO CONTRACTOR:	Northcon, Inc 10615 N Government Way Hayden ID 83835	PROJECT:	Hardin WWTP City of Hardin 377 Woodley LN Hardin MT 59304	APPLICATION NO: 8	Distribution to:	
				PERIOD TO: 01/01/00		OWNER
				PROJECT NO.:		ARCHITECT
				APPLICATION DATE: 04/25/26	X	CONTRACTOR
FROM CONTRACTOR:	Woodfort Industrial Concrete Group LLC 18 Red Hills RD Buffalo WY 82834	ARCHITECT:	HDR Engineer 970 S 29th ST W Billings MT 59102	CONTRACT DATE: 08/18/25		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered in this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1 ORIGINAL CONTRACT SUM		\$ 1,805,000.00
2 Net Change by Change Orders		\$ 18,914.54
3 CONTRACT SUM TO DATE	(Line 1 + Line 2)	\$ 1,823,914.54
4 TOTAL COMPLETED & STORED TO DATE		\$ 1,453,194.54
(Column G on Continuation Sheet)		
5 RETAINAGE and GRT		
a. 5% of Completed Work	\$	72,659.73
(Columns D + E on Continuation Sheet)		
b. 1% of Completed Work less Retention	\$	13,805.35

CONTRACTOR:

By: _____ Date: _____

State of: MONTANA
County of: GALLATIN

Subscribed and sworn to before
me this _____ (Month) day of _____ (Day) _____ (Year)

Notary Public:

My Commission expires:

Total Retainage and GRT	\$	86,465.08
6 TOTAL EARNED LESS RETAINAGE	\$	1,366,729.46
(Line 4 less Line 5 total)		
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	1,280,203.46
(Line 6 from prior Certificate)		
8 CURRENT PAYMENT DUE	\$	86,526.00
9 BALANCE TO FINISH, INCLUDING RETAINAGE	\$	457,185.06
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$ 5,265.64	
Total approved this Month	\$ 13,648.90	
TOTALS	\$ 18,914.54	
NET CHANGES by Change Order		

SUSPENSION, PAYMENT AND RELEASE AGREEMENT

(City of Hardin, Montana)

This Suspension, Payment and Release Agreement (this “**Agreement**”) is made and entered into as of _____, 2026 (the “**Effective Date**”), by and between the **City of Hardin, Montana**, a municipal corporation organized under the laws of the State of Montana (the “**City**”), and Rocky Mountain Power, LLC, (f/k/a Rocky Mountain Power, Inc.) a Delaware limited liability company (the “**Company**”). The City and the Company are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”)

Recitals

- A. The City and the Company are parties to that certain Ash Disposal Agreement dated as of December 1, 2005 as amended by that certain Amendment to Ash Disposal Agreement dated November 21, 2023 (the “**Underlying Agreement**”), establishing the terms by which the Company has disposed of Waste (as defined in the Underlying Agreement) in the landfill owned and operated by the City.
- B. The Company is obligated to make certain periodic payments to the City for providing services under the Underlying Agreement (the “**Payment Obligations**”).
- C. The Company has been running its generating station in cold-idle since May of 2025 and does not currently require Waste related services under the Underlying Agreement
- D. The Parties desire to suspend the Payment Obligations on the terms set forth herein in consideration of the Company’s payment to the City of the Settlement Amount (as defined below), and to provide a mechanism by which the Payment Obligations may be resumed upon notice.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

Capitalized terms used but not otherwise defined herein have the meanings set forth below or elsewhere in this Agreement.

- (a) “**Business Day**” means any day other than a Saturday, Sunday, or day on which banks in the State of Montana are authorized or required by law to be closed.
- (b) “**Resumption Notice**” has the meaning set forth in Section 4.
- (c) “**Resumption Date**” has the meaning set forth in Section 4.
- (d) “**Settlement Amount**” means the sum of \$193,706.02.
- (e) “**Suspension Period**” means the period beginning on the Effective Date and continuing until the Resumption Date, if any.

(f) “**Obligations**” means the Payment Obligations and the Waste Obligations.

2. Payment of Settlement Amount

2.1 Payment. In consideration of the suspension and release provided herein, the Company shall pay to the City the Settlement Amount in immediately available funds by wire transfer or ACH on or before the Payment Date. The “**Payment Date**” means the date that is five (5) Business Days after the latest of (a) June 17, 2026, (b) the City’s execution and delivery to the Company of its duly executed counterpart to this Agreement (email being sufficient) and (c) the date on which the City provides the Company with payment instructions for payment of the Settlement Amount.

2.2 Payment in Full; Effectiveness. The Settlement Amount represents payment in full of all Payment Obligations accrued prior to the Suspension Period. Upon the City’s receipt of the Settlement Amount in full, the suspension of the Payment Obligations under Section 3 and the release under Section 5 shall become effective as of, and shall relate back to, the Effective Date.

2.3 Lapse if Not Funded; Time of the Essence. The suspension under Section 3 and the release under Section 5 are expressly conditioned upon the City’s actual receipt of the Settlement Amount in full on or before the Payment Date. If the City does not receive the Settlement Amount in full on or before the Payment Date, this Agreement shall automatically terminate and be of no further force or effect, the suspension and release shall be deemed never to have taken effect, and the Underlying Agreement shall continue in full force and effect as if this Agreement had not been executed. Time is of the essence with respect to payment of the Settlement Amount.

3. Suspension of Obligations

3.1 Suspension. Subject to Section 2 and effective as provided therein, the Obligations are suspended for the duration of the Suspension Period. During the Suspension Period: (a) the Company shall have no obligation to make, and the City shall have no right to demand or collect, any payment in respect of the Payment Obligations; (b) the City shall have no obligation to accept, and the Company shall have no right to require the City to accept, Waste (the “**Waste Obligations**”); and (c) no interest, late charge, penalty, fee, or other amount or claim shall accrue on or with respect to any Obligation.

3.2 Survival of Underlying Agreement. Except for the suspension of the Obligations expressly provided herein, the Underlying Agreement shall remain in full force and effect in accordance with its terms. The suspension of the Obligations shall not be deemed a waiver, amendment, novation, or termination of the Underlying Agreement or of any other right, obligation, or remedy thereunder, except as expressly set forth in this Agreement.

3.3 No Forgiveness Beyond Suspension Period. For the avoidance of doubt, the suspension of the Obligations applies only to the Suspension Period. Obligations that first accrue on or after the Resumption Date are not released, suspended, or affected by this Agreement and shall be governed by Section 4 and the Underlying Agreement.

4. Resumption of Obligations

4.1 Resumption Notice. If the Company wishes to resume operations, it may deliver a written notice to the City electing to resume the Underlying Agreement in accordance with Section 9 (a “**Resumption Notice**”). So long as the Redeployment Effective Date has not occurred, the Obligations shall resume on the date that is five (5) Business Days after the date the Resumption Notice is deemed given (the “**Resumption Date**”).

4.2 Redeployment Notice by City. At any time on or after the date that is eighteen (18) months after the Effective Date (the “**Redeployment Eligibility Date**”), if the Suspension Period is then continuing, the City may deliver written notice to the Company in accordance with Section 9 stating that the City intends to permanently redeploy the landfill capacity reserved for the Company under the Underlying Agreement (a “**Redeployment Notice**”). The Company may, within thirty (30) days after the date the Redeployment Notice is deemed given (the “**Election Period**”), deliver a Resumption Notice pursuant to Section 4.1, in which case Section 4.1 shall control and the Redeployment Notice shall be of no further force or effect. If the Company does not deliver a Resumption Notice within the Election Period, then, effective on the day immediately following the end of the Election Period (the “**Redeployment Effective Date**”): (a) the Suspension Period shall end; (b) the Underlying Agreement and all Obligations thereunder shall be irrevocably terminated; provided that any provisions of the Underlying Agreement that by their terms or nature are intended to survive termination (including, without limitation, indemnification, environmental, reclamation, audit, and confidentiality obligations) shall so survive in accordance with their terms.; and (c) the City may thereafter repurpose such capacity for any use in its sole discretion. For avoidance of doubt, nothing herein shall be interpreted as a restriction on the City’s ability to use the landfill during the Suspension Period.

4.3 Effect of Resumption. On and after the Resumption Date, the Obligations shall resume and continue in full force and effect in accordance with the Underlying Agreement, as if the suspension had not occurred, except that no Obligation shall be due or accrue with respect to any period during the Suspension Period. The first payment due after the Resumption Date shall be the payment next coming due under the Underlying Agreement following the Resumption Date, prorated as set forth in the Underlying Agreement or, if not addressed therein, prorated on a daily basis from the Resumption Date.

4.4 No Retroactive Liability. Resumption of the Obligations shall be prospective only. Nothing in this Section 4 shall revive, reinstate, or render payable any Obligation that was suspended and released with respect to the Suspension Period.

5. Release

5.1 Release. Subject to Section 2 and effective as provided therein, each Party, on behalf of itself and its officers, agents, successors, and assigns, hereby releases, acquits, and forever discharges the other Party and its officers, directors, members, managers, employees, agents, affiliates, successors, and assigns from any and all claims, demands, causes of action, obligations, damages, and liabilities of every kind and nature, whether known or unknown, asserted or unasserted, that it has or may have against the other Party arising under or relating

to the Underlying Agreement and accruing at any time through the end of the Suspension Period (collectively, the “**Released Claims**”).

5.2 Reservation of Rights. Notwithstanding Section 5.1, the release set forth herein does not extend to, and each Party expressly reserves, all rights and remedies with respect to: (a) the other Party’s obligations under this Agreement, including in the case of the Company, the obligation to pay the Settlement Amount; (b) any claim or obligation arising under or relating to the Underlying Agreement that first arises or accrues on or after the Resumption Date, including any Obligation first accruing on or after the Resumption Date; and (c) any indemnification, environmental, reclamation, or contribution rights or obligations under the Underlying Agreement, all of which shall survive in accordance with their terms..

5.3 No Admission. This Agreement is entered into as a compromise and accommodation between the Parties. Nothing herein shall constitute or be construed as an admission of liability, wrongdoing, or the validity of any claim or defense by either Party.

6. Representations and Warranties

Each Party represents and warrants to the other that: (a) it has full power and authority to enter into and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action, including, with respect to the City, any required approval of its governing body; and (c) this Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable in accordance with its terms.

7. Arbitration; Governing Law and Venue

Section 16.3 (Arbitration) and Section 16.4 (Governing Law and Venue) of the Underlying Agreement are incorporated *mutatis mutandis* herein.

8. Entire Agreement; Amendment

This Agreement, together with the Underlying Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, whether written or oral. This Agreement may be amended only by a written instrument signed by both Parties.

9. Notices

All notices under this Agreement, including any Resumption Notice, shall be in writing and shall be deemed duly given: (a) when delivered personally; (b) one (1) Business Day after deposit with a nationally recognized overnight courier; or (c) three (3) Business Days after deposit in the U.S. mail, certified or registered, return receipt requested, postage prepaid, in each case addressed to the Party at the address set forth below its signature or such other address as a Party may designate by notice given in accordance with this Section.

10. Miscellaneous

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. The failure of either Party to enforce any provision shall not constitute a waiver thereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF HARDIN, MONTANA

By: _____
Name: _____
Title: _____
Date: _____
Address for notices: _____

COMPANY:

ROCKY MOUNTAIN POWER, LLC

By: _____
Name: _____
Title: _____
Date: _____
Address for notices: _____

City Finance

From: Rika Lashley <rlashley@m-m.net>
Sent: Friday, June 12, 2026 8:19 AM
To: Stephanie Seymanski
Subject: FW: Floating Dock for Lagoons - 10 x 10 lagoon platform - Lodge Grass
Attachments: BRWB05216CCB479_023716[1].pdf; BRWB05216CCB479_023708[1].pdf

Stephanie,

Please see below and attached. Note the requirement of the 50% deposit. Also, Duane said on the phone that end of the month is doable on their end.

Rika

 **Rika Lashley, PE**
Water-Wastewater Engineer, Morrison-Maierle
[+14064953448](tel:+14064953448) direct | [+14064317049](tel:+14064317049) mobile
A 100% Employee-Owned Company

From: Duane Walker <duane@walkerdesigngroup.com>
Sent: Thursday, June 11, 2026 8:00 PM
To: Rika Lashley <rlashley@m-m.net>
Subject: Floating Dock for Lagoons - 10 x 10 lagoon platform - Lodge Grass

This message originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this message.

Rika,
The first attachment is the EZ Dock floating work platform illustration, material specs and materials list and est. pricing. The second attachment are the EZ Dock manufactures product specs.

Please review the attachments when your time allows and feel free to reach out with any questions you or your client may have.
We are requesting, as in all our custom fabrication projects a signed materials list along with a 50% deposit to be applied our materials estimate sheet attached.

Please advise on your est. delivery date. Once we receive the signed / approved materials list and deposit we will proceed with fabrication.

Thank you and look forward to your reply and approval.

Duane

--

Duane A. Walker

Walker Design Group
Great Falls, MT 59404
Phone 406.727.8115
duane@walkerdesigngroup.com

From: Rika Lashley <rlashley@m-m.net>
Date: Thursday, June 11, 2026 at 2:35 PM
To: Duane Walker <duane@walkerdesigngroup.com>
Cc: Stephanie Seymanski <sseymanski@m-m.net>
Subject: RE: Floating Dock for Lagoons - 10 x 10 lagoon platform

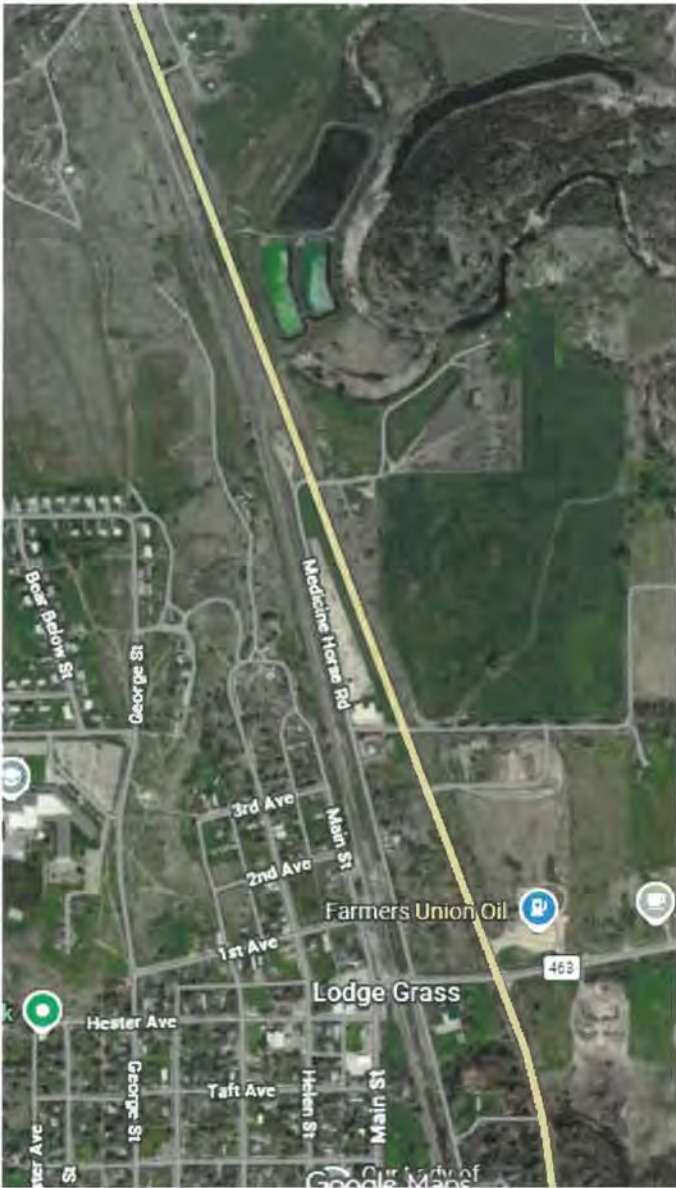
Duane,

Thanks for the photos! Yes, this looks good – let' go with this design. Would you be able to provide a cost by the end of the day or first thing tomorrow morning? This cost will be used for planning, and an official purchase order will follow.

As discussed, this floating dock would be delivered to Lodge Grass. Unloading would need to be worked out.

I attached a .kmz file for Google Earth that will take you to the wastewater treatment facility. Or if this works better, below is a screen shot of Google Maps where you can see the two smaller green lagoon cells. Those are the new treatment facility.

Thank you very much!
Rika



 **Rika Lashley, PE**
Water-Wastewater Engineer, Morrison-Maierle
[+14064953448](tel:+14064953448) direct | [+14064317049](tel:+14064317049) mobile
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From: Duane Walker <duane@walkerdesigngroup.com>
Sent: Thursday, June 11, 2026 2:07 PM
To: Rika Lashley <rlashley@m-m.net>
Subject: Floating Dock for Lagoons - 10 x 10 lagoon platform

*****This message originated from an External Source.*** Please use proper judgment and caution when opening attachments, clicking links, or responding to this message.**

Rika,
Attached please find images of the current lagoon floating platform. Utilizing all alum and SS parts with the manual davit crane.

Please review when your time allows and let me know your thoughts on the new revised setup.


Thank you and look forward to your reply.

Duane
Cell 406-799-1000

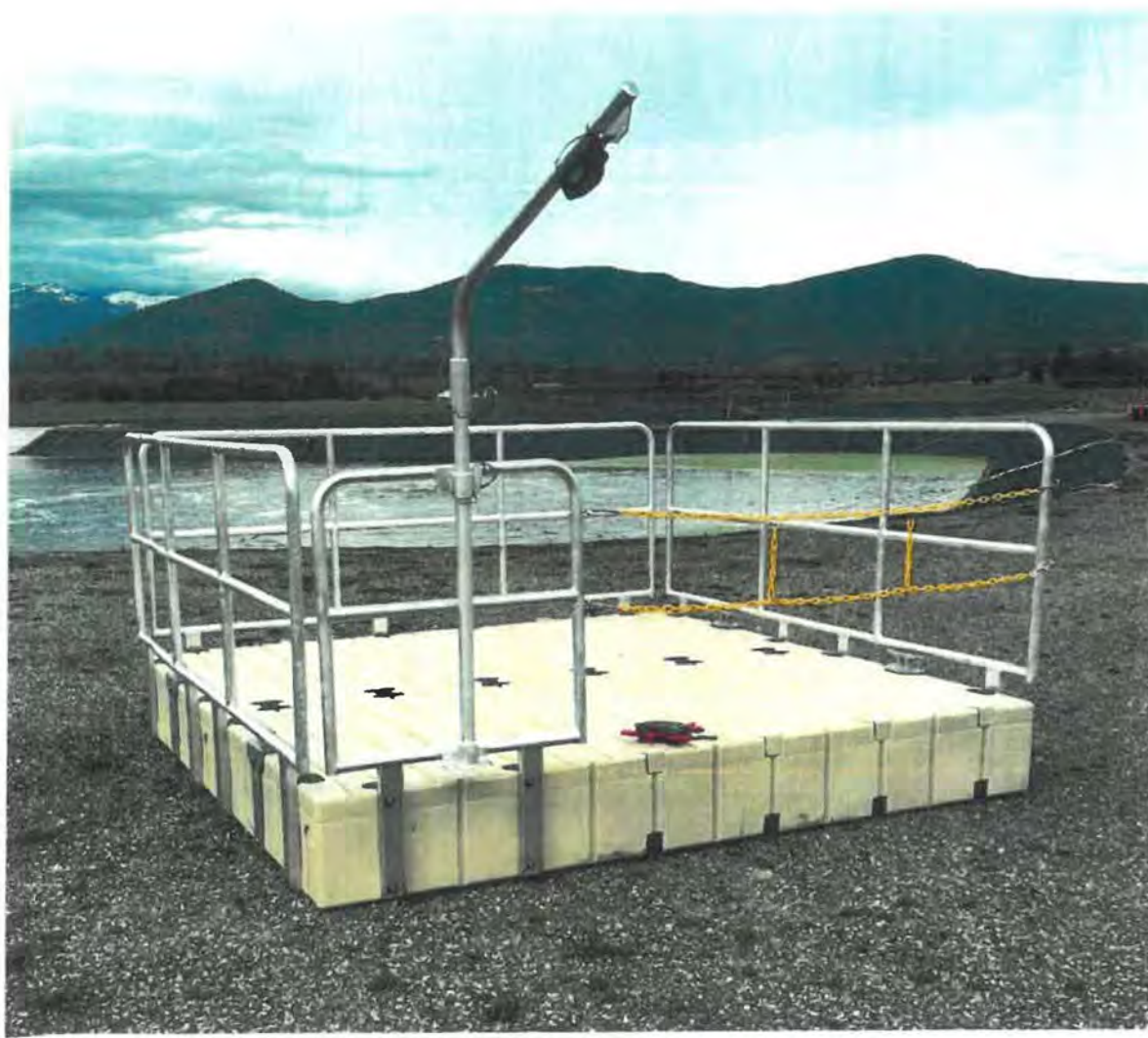
--

Duane A. Walker
Walker Design Group
Great Falls, MT 59404
Phone 406.727.8115
duane@walkerdesigngroup.com

From: Rika Lashley <rlashley@m-m.net>
Date: Thursday, June 11, 2026 at 1:24 PM
To: "duane@walkerdesigngroup.com" <duane@walkerdesigngroup.com>
Subject: Floating Dock for Lagoons - Valier 2015

 **Rika Lashley, PE**
Water-Wastewater Engineer, Morrison-Maierle
[+14064953448](tel:+14064953448) direct | [+14064317049](tel:+14064317049) mobile
1 Engineering Pl, Helena, MT 59602

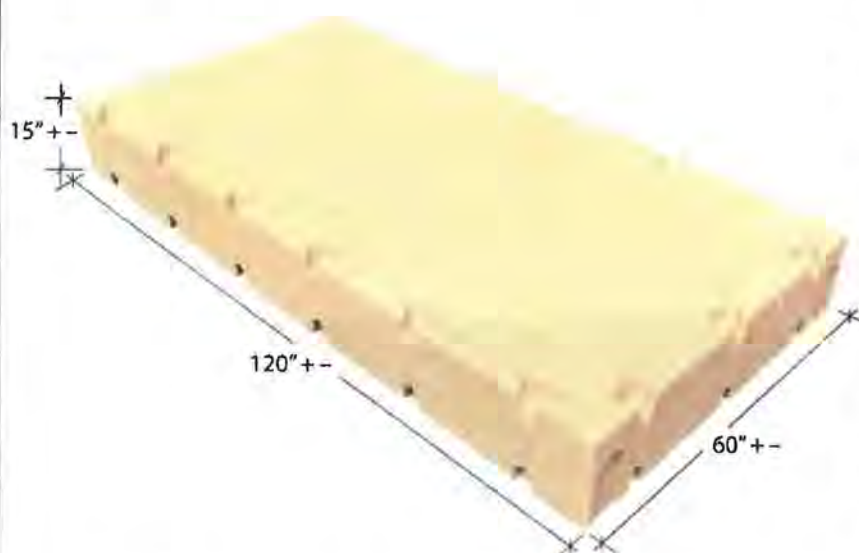
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EZ DOCK MONTANA ezdockmontana.com 406-727-8115	CLIENT MORRISON MOIERLE	LOCATION RIKS LASHLEY-LODGE GRASS	PH# 406-431-7049	Date 6/11/26	
Walker Design Group, LLC 47 Dune Drive, Great Falls, MT 59401	CLIENT APPROVAL AND ACCEPTANCE			Date Revised	
Signature _____	Date _____	Pricing is valid for ____ days, Valid till ____/____/____. Permits and approvals if needed will be the sole responsibility of the dock owner. No returns on special orders, installed or used parts. ALL NEW ITEMS RETURNED ARE SUBJECT TO A 15% RESTOCKING - 5 DAY RETURN POLICY.			Job#
Please print full name of purchaser _____			Drawn By		



60" x 10' EZ Dock Section - 206010



This 60" x 10' x 15" polyethylene dock section is durable, slip-resistant and low maintenance with 3,000 pounds of weight capacity.

The revolutionary EZ Dock flotation design creates suction and compression to increase stability. It's not just floating, it's actually creating stability by using the patented hollow chambers on the underside. When you walk on an EZ Dock, you will immediately notice the difference.

The connection couplers allow the sections to move independently under high-stress conditions, while still providing unified firmness. The EZ Dock polyethylene construction provides outstanding modularity, superb buoyancy, functionality, and safety. That makes for an extremely versatile dock system.

Dimensions	Area	Weight	Flotation capacity
W 60" x L 120" x H 15"	49 sq ft	257 lbs	3,000 lbs
1.5 m x 3 m x 38 cm	4.5 m ²	116.5 kg	1360.8 kg

EZ Dock Montana can create the perfect waterfront solution for you!

Only 100% virgin linear low-density polyethylene (LLDPE) is used to make EZ Dock products. LLDPE is more flexible and less brittle and is much more resistant to common damages experienced by docks. This is how our products are able to withstand heavy-impact damage. LLDPE is already resistant to UV rays, and we add additional UV-16 inhibitors to extend the life cycle of our products.

Rotationally molded, our products do not have any seams or connection points. This process also facilitates the placement of plastic where extra strength is needed, such as exterior vertical walls that are no less than .5" thick at any point.

Available in multiple shapes and sizes, EZ Dock sections can be configured for anything from simple private residences to complex marinas and platforms. Want to change your design or add to an existing design?

EZ Dock sections can be easily reconfigured or expanded at any time.



LOW-MAINTENANCE & BAREFOOT FRIENDLY

- Low or virtually no maintenance
- Anchoring systems for all conditions



ADAPTABLE INNOVATIVE DESIGN

- Safe, slip-resistant surface
- Expandable for future growth
- Four seasons UV



FLEXIBLE FLOTATION TECHNOLOGY

- Excellent stability on water
- Versatile modular design
- Custom dock configuration



INNOVATIVE COUPLING DESIGN

- Beige "cool-to-touch" color
- Strength and flexibility
- Secure connection couplers



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EZDM-1132-08271000

Authorized EZ Dock Dealer - Great Falls, MT

Davit Lifting Crane - 142002

Davit lifting crane is constructed of 1.5" ID schedule 80 6061-TS aluminum pipe with a 1.94 OD, .200 wall thickness. The aluminum mounting sleeve brackets are UHMW sleeved for a smooth 360-degree rotation. The end cap is aluminum.

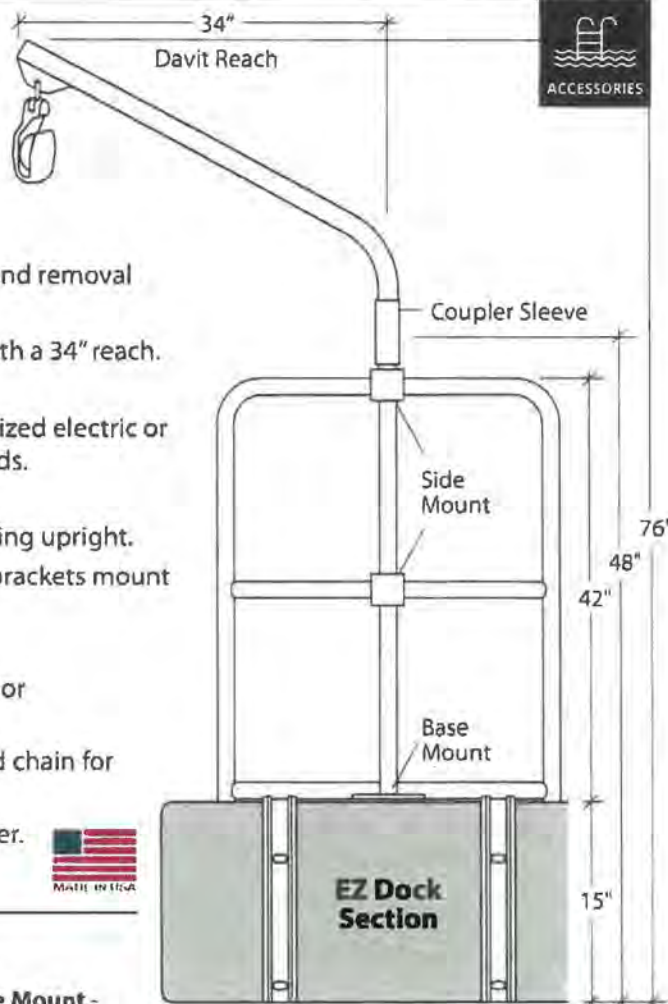
The two-piece design provides for easy transport, storage, and removal from the EZ Dock work platform.

When assembled the davit lifting crane is approx. 76" tall with a 34" reach. When disassembled it's 48" long for easy storage.

The davit lifting crane is the ideal choice for adding a motorized electric or gas-powered winch. Where applications require heavier loads.

Specifications:

- 6063-TS Aluminum two-piece 1½" schedule 80 davit lifting upright.
- UHMW sleeved collars mount inside the base and side brackets mount fabricated out of 6061-T651 aluminum.
- Aluminum davit end cap.
- Stainless steel 3/8" hitch pin locks the davit into stowed or operating position. (Remove for 360° rotation)
- 5" Folbe open face pulley block with a clevis shackle and chain for mounting to 1/4" pick plate welded to davit lift.
- SS fastener to connect the two upright sections together.
- Pulling capacity of 200 lbs..



Mounting Hardware and Brackets



Side Mount - 120101

UHMW sleeved side mount for davit lifting crane, schedule 80, 1-1/2" davits upright with OD of 1.94". The lined bracket prevents galling

and provide smoother 360 degree movement of the davit lifting crane.

Side mounting plate is 3" x 6".

The bracket tube is pre-drilled to allow the davit to be locked into position using 3/8" SS hitch pin.



5" Open Face Cable Pulley

Made from fiber-reinforced marine grade nylon material, this pulley is virtually indestructible with normal wear and tear. The self-lubricating Oilite bushing allows for smooth spinning, low friction, and lower surface wear. The 5" pulley is rated for 700 pounds dead weight load. The unique open end design makes for quick work and easy access.

- Works with any cable or line up to 3/8"
- Works with any rope up to 1/2"

Load Limit: 700 lbs Dead Weight. Sheave 1" is wide."



Base Mount - 120103

UHMW sleeved flat floor mount for davit lifting crane, schedule 80, 1-1/2" davit shaft with OD of 1.94". The base bracket prevents galling and provide smoother 360 degree movement of the davit lifting crane.

Base mounting plate is 3" x 6"

Bracket tube includes a drain hole to prevent water collecting inside the mount.

The base mount is pre-drilled to allow the davit to be locked into position using 3/8" SS hitch pin.



Tube Mount - 120121

One piece tube bracket is utilized where dual bracket mounting or minimum bracket spacing is an issue. 6061-T6 tubing predrilled for our 3/8" SS locking pin.

Includes: two CNC machined UHMW bearing sleeves - one collared for end tube mounting, one straight sleeve for internal mounting, one flat mount (not welded in place), and one flat or combo floor mount (not welded in place), one 3/8" stainless hitch pin to lock the davit in place. Sleeves are designed for press fit with chamfered edges for easy installation. The tube bracket sleeve is intended to be welded in place using supplied mounting plates or bolted in place using u-bolts. UHMW bearing sleeves are not pre-installed for welding purposes.

Standard tube bracket is 24" long with a 2 1/2 inch outside diameter. Custom lengths are available.



WALKER [DESIGN] GROUP | 406.727.8115 | info@walkerdesigngroup.com | www.ezdockmontana.com

EZDM-1132-08271000

Authorized EZ Dock Dealer - Great Falls, MT

MATERIALS LIST



Walker Design Group, LLC
 47 Dune Drive, Great Falls, MT 59404
 duane@walkerdesigngroup.com
 406-727-8115

SHIP TO

Client TBD
 Contact _____
 Address _____
 City LODGE GRASS State _____ Zip _____
 Phone _____ Cell _____
 Email _____

BILL TO

Client MORRISON-MAIERLE
 Contact RIKA LASHLEY, PE
 Address _____
 City HELENA State MT Zip 59602
 Phone 406-495-3448 Cell 406-431-7049
 Email RLASHLEY@M-M.NET

LOCATION LAGOON LODGE GRASS, MT DATE 6/11/26 CLIENT NUMBER _____

QTY	DESCRIPTION	PART #	PRICE EACH	SUB-TOTAL
1 2	60" x 10' EZ DOCK SECTIONS	206010	2,685.09	5,370.18
2 6	EZ DOCK COUPLERS	301100	95.71	574.26
3 4	CLEAT LIFT BRACKET	300110C	337.70	1,350.08
4 3	10' x 42" ALUM HANDRAIL	100910AL	1,460.80	4,382.40
5 1	40' x 42" ALUM HANDRAIL	100919AL	864.60	864.60
6 4	8" NYLON TIE UP CLEATS	300100	38.71	154.84
7 1	MANUAL DAVIT CRANE ALUM	DCA200H	2,044.90	2,044.90
8 1	60" DUAL SAFETY CHAIN KIT	KIT	892.10	892.10
9 2	SPUD ANCHOR BRACKETS 1x12LUST	1x12LUST	639.10	1,278.20
10 2	SPUD POLES AND LIFTS 1 1/2 x 20'	CUST. FAB	467.41	934.82
11				7,846.38
12 1	SET UP AND INSTALL ON TRAILER INSTALL		EST.	2560.-
13	CLIENT TO HAVE LIFT ON SITE TO UNLOAD OFF TRAILER			-
14				
15 1	DELIVERY TO LODGE GRASS DELIVERY		EST.	1880.-
16	ADDRESS SITE TBD			
17				
18				
19				
20				

CLIENT APPROVAL AND ACCEPTANCE

Signature _____ Date _____

Please print full name of purchaser _____

Above prices are FOB AS ABOVE (Unless noted)

Above pricing is valid for 10 days, Valid till 6/21/26

Installation and/or delivery is not included in this quote unless noted above.
 Permits and approvals if needed will be the sole responsibility of the dock owner.
 No returns on special orders, installed, used parts or repairs.

DOCK and MATERIALS	\$ <u>22,786.38</u>
INSTALLATION	\$ <u>AS ABOVE</u>
FACTORY FREIGHT (Fuel Surcharge)	\$ <u>786.-</u>
TOTAL DOCK PACKAGE	\$ <u>23,072.38</u>
Deposit is required to confirm and process all orders.	
DEPOSIT <u>50%</u> CHECK #	\$ <u>11,536.19</u>
BALANCE DUE UPON DELIVERY	\$ <u>11,536.19</u>
ALL NEW ITEMS RETURNED ARE SUBJECT TO A 15% RESTOCKING - 5 DAY RETURN POLICY.	

Please make checks payable to: WALKER DESIGN GROUP, LLC



THE BEST WARRANTY IN THE BUSINESS



EZ Dock gives you a dock that stands the test of time. But even more important, we stand by it long after the sale with an 8-year limited warranty that gives you as much confidence in your purchase as we have in our products. If you should need service or a warranty replacement along the way, our extensive distributor/dealer network makes that process as quick, easy and convenient as possible.

- EZ Dock DOES NOT offer prorated warranties
- We will replace your product whether it was purchased this year or 8 years ago:
 - Flotation (8 Years) - Modular dock units and EZ Port lifts are warranted against cracks, breakage, leaks, and ultraviolet deterioration caused by defects in material and manufacturing workmanship for a period of eight (8) years from the date of purchase.
 - Hardware and Accessories (1 Year) - Hardware and accessories are warranted against defects in material and manufacturing workmanship for a period of one (1) year from the date of purchase.
 - Limited Warranties specifically DO NOT cover damages to EZ Dock products caused by:
 - Improper installation
 - Use inconsistent with EZ Dock's instructions and product specifications
 - Vandalism
 - Severe weather and natural disaster
 - Impact by watercraft, ice, falling trees, floating debris, and other foreign objects
 - Animals or aquatic life
 - Unauthorized product modification and attachment
 - Improper repair
- Buyer must submit a written claim to EZ Dock at 878 East Highway 60, Monett, MO 65708 USA. Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized EZ Dock reseller.

EZ Dock, Inc. 878 East Highway 60, Monett, MO 65708 • 1-417-235-2223 • www.ez-dock.com



WALKER [DESIGN] GROUP | 406.727.8115 | info@walkerdesigngroup.com | www.ezdockmontana.com

EZDM-1132-08271000

Authorized EZ Dock Dealer • Great Falls, MT



EZ Dock General Specifications

(Revision 04-07-13)

1. Float and Deck Design Standard

- 1.0 The individual dock section shall consist of decking surface and the float structure, which are to be constructed as a single, integrated component. Each section shall provide for the support of the dead load plus a specified live load of **62.5 pounds per square foot** (lb/ft²). This shall be accomplished without the use of foam for either structural integrity or flotation. The dock sections shall be manufactured by a rotational molding process and each dock section shall be subject to the specific parameters of the particular model.
- 1.1 The individual dock section shall consist of a specified number of interior, air filler pylons. These pylons shall provide for flotation in the event of a breach of an exterior wall of the dock section; as well as the structural support for the deck portion of the float. Each pylon shall support the dead load plus a live load of 55 pounds (lb). The volume of each pylon shall be no less than 1540 cubic inches (in³).
- 1.2 The individual dock sections shall be constructed of the following materials with the following general properties:

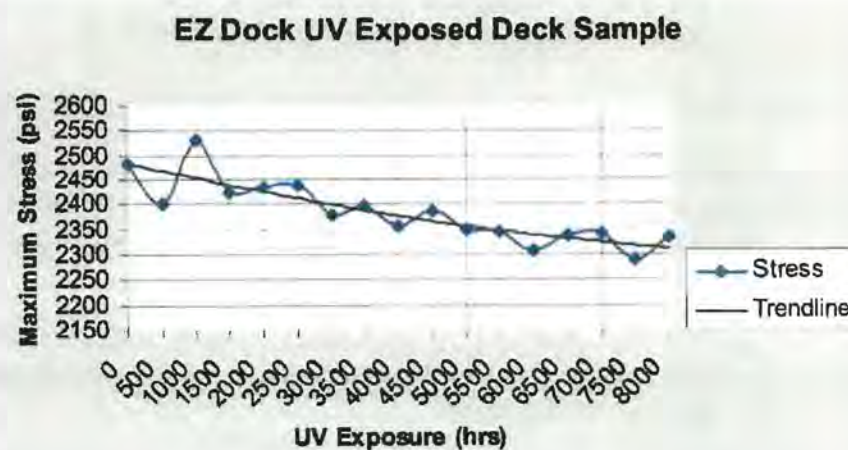
- a. Virgin Polymer, Thermoplastic, Rotational Molding Grade **Linear Low Density Polyethylene** (LLDPE)

- b. An ultraviolet inhibitor system (UV-16) or better spectrometer specification. Laboratory testing conducted for 8000 hours yielded a 6.5% decrease in mechanical properties. The chart to the right shows the UV degradation trend line in relationship to mechanical property decrease over time.

After the first 8000 hours the rate of decay is reduced significantly. The-

oretical data indicated that the period of time between 8000 and 16000 hours yields an additional 0.7% decrease in mechanical properties.

(Real life scenario- 8000 hours of UV exposure can be related to approximately 9 years and 16000 hours related to 18 years of outdoor usage in southern Florida. These results show that a life expectancy in excess of 30-40 years is attainable.



EZ Dock Product Specifications



- c. A standard color of beige (or optional other) colorant in accordance with rotomolding standards.
- d. The **density** of the section shall be approximately .932 grams per cubic centimeter (g/cm^3) or .0338 pounds per cubic inch (lbs/in^3), per ASTM 792-00.
- e. The dock section shall have a cold **brittleness** temperature equal to, or less than, -130° Fahrenheit (F), per ASTM D-746.

1.3 The properties of the exterior **wall thickness** of the dock sections shall be as follows:

- a. The mean exterior material thickness shall be no less than .310 inches (in).
- b. The corners shall be no less than .650 inches (in).
- c. The exterior edge thickness shall be no less than 0.50 inches (in) at any particular point.
- d. The walls of the dock sections shall resist a **shear** of no less than 1900 pounds per square inch (lb/in^2), per ASTM D-732, as well as having the capability of resisting a mean minimum **impact** of no less than 207 foot pounds (ft-lb), per ASTM D5420.
- e. The **tensile strength** at average failure shall be no less than 2550 pounds per square inch (lb/in^2) with 14% **elongation** at yield, per ASTM D-638-03.

1.4 The decking surface shall be composed of a textured or "orange peel" surface with a grid pattern for added adhesion during dry conditions. Drainage of the decking surface shall be accomplished through the use of troughs, which shall have a width of no more than 0.5 inches (in) and a depth of no more than 0.5 inches (in). The drainage troughs shall extend over the width of the dock and shall be positioned at intervals of no less than 4.5 inches (in) and no greater than 6.5 inches (in) over the entire length of the deck

- a. The deck shall have an approximate **coefficient of friction** equal to 0.35 during dry conditions and 0.61 during wet conditions. Simply put, the decking surface is 37% less slick when wet than when dry per ASTM D2394.
- b. The properties of the decking surface shall be as follows:
 - c. The mean deck thickness shall be no less than 0.315 inches (in).
 - d. The deck thickness shall be no less than 0.290 inches (in) at any particular point.

EZ Dock Product Specifications



- c. The deck shall resist a punching shear which is no less than 1900 pounds per square inch (lb/in²), per ASTM D-732.
- f. The deck shall resist a minimum impact of no less than 120 foot pounds (ft-lb) near the center, or at the point where the deck is thinnest, per ASTM D-3029.
- g. The deck shall resist a minimum impact of no less than 150 foot pounds (ft-lb) within 16 inches (in) of the outside of the dock, per ASTM D-3029.

2. Floating Dock Structure

- 2.0 The dock structure, as a whole, shall consist of the individual sections, which are to be coupled together in the specific configuration desired by the purchaser. Any material used in the dock structure shall provide for resistance to rust, corrosion, and the effects of any fuel or gasoline. All material designed and selected for marine environment and the conditions there of.
- 2.1 A 2-D or 3-D layout drawing of the final configuration, including any accessories, shall be supplied for the purchaser if desired. Recommendations for anchorage can also be provided.
- 2.2 The dock structure shall act as one unit when assembled, so that wave and/or wind action shall produce a minimum amount of motion. The structure shall be secured with either piles, spuds, bottom anchors, or stiff arms. The securing shall allow the structure to rise and fall freely with any water level changes and allow the structure to span waves from crest to crest, while providing a stable walking surface.

3. Connections of Dock Sections

- 3.0 Each dock section shall have molded-in female-type pockets spaced symmetrically along the top and bottom edges, around the entire perimeter of the dock section. These pockets shall be spaced at 19.5 inch (in) intervals, center line to center line, from each other. *All un-used pockets are to be filled with supplied EZ Dock pocket filler (PN # 201030).*
- 3.1 The molded-in female-type pockets shall accept a male-type coupler which shall be secured into the female pocket with the use of a 0.5 inch (in) X 13 inch (in) coupler bolt and nut.
- 3.2 The purpose of such connections is to provide for simple assembly and disassembly, as well as providing for the securing of one section to another. The connection will also provide for the ability to attach EZ Dock accessories to the dock sections.

EZ Dock Product Specifications



- 3.3 Each connection point shall allow for some slippage in the event that an extreme stress is applied. This slippage will allow for disconnection without causing damage either to the male-type couplers or the female-type pockets.
- 3.4 The dock sections shall be connected at increments of 19.5 inches (in), in relation to each other. These connections may be made from any one side of any dock section to any other side of another dock section. These connections may also be used to connect dock sections of differing dimensions and shall provide for ease of assembly, whether the sections are to be assembled on land or in the water.
- 3.5 The male-type coupler shall be constructed of recycled post/pre-consumer recycled tire rubber.
- 3.6 Each male-type coupler shall withstand a pullout force of no less than 2500 pounds (lb) before failure of coupler occurs.
- 3.7 Each of the molded in female connection pockets shall provide for a pullout strength of no less than 3500 pounds (lb), before damage is caused to the dock section.
- 3.8 The accessories shall be connected to the dock system through the use of molded in coupler pockets around the perimeter of the dock sections by the use of either male or female type half-couplers. The male-type half-coupler (hardware connector, PN # S21140SS) shall have a 3.625 inch "T"-bolt embedded within it. The female type half-coupler (hardware connector, PN # S21141SS) shall have a 3.625 inch "T"-nut embedded within it Both types of half-coupler shall withstand a pullout force of no less than 2600 pounds (lb) before failure occurs.

4. Cleats

- 4.0 The tie up cleats shall be constructed of nylon 6,6 and shall have a length of 8-1/16 inches (in) and a height of 1-1/2 inches (in). The cleats shall be connected to the dock sections by two 5/16 inch (in) stainless steel bolts that are threaded into two stainless steel "T" nuts which are molded directly into the dock section. Each of the "T" nuts shall provide for a pull out force of no less than 2000 pounds (lb), so that the cleat may withstand a force of no less than 4000 pounds (lb).
- 4.1 T-nuts shall be molded in the dock sections in sets of two, with the distance between the two "T" nuts being 2-1/4 inches (in).
- 4.2 There shall be three sets of "T" nuts placed along the length of each side of the dock section. The sets of "T" nuts shall be placed at equal distances between the first and second pockets, between the third and fourth pockets, and between the fifth and sixth pockets, along both sides of the dock section.
- 4.3 There shall be one set of "T" nuts at one end of the 40 inch (in) wide dock section placed at equal distances between the two pockets.

EZ Dock Inc. 878 Highway 60 • Monett, MO 65708 • 888-654-8168 • fax: 417-235-2232 • www.ez-dock.com

EZ Dock Product Specifications



4.4 There shall be two sets of "T" nuts at one end of the 60 inch (in) wide dock section placed at equal distances between the three pockets.

4.5 There shall be two sets of "T" nuts at both ends of the 80 inch (in) wide dock section. These "T" nuts shall be placed at equal distance between the first and second pockets, and between the third and fourth pockets.

5. Anchorage

5.0 The dock system shall be designed to allow for the use of piling of various sizes, spud pipes, cables, or chains attached to a bottom anchor, or stiff-arm attachments for anchorage. Calculations can be supplied at purchaser's request to support designed anchorage with the assumption that all collected data is accurate. Calculations, permitting, and licensed engineering design available at customer's expense.

6. Hand Railing Attachment

6.0 The dock structure shall have the ability to accept railing which is constructed to meet the standards established by the Americans with Disabilities Act (ADA), States Organization for Boating Access (SOBA) and the National Uniform Building Code (NUBC). The railing shall be constructed of 1.5 inch (in) O. D., 14 gauge steel tubing. The steel tubing shall be finished either by a 0.003 inch (in) Hot-Dip Galvanizing or by powder coating painting process.

7. Gangways and Access

7.0 All construction is to be accordance with the minimum provisions of States Organizations for Boating Access (SOBA) and the guidelines stated by, "Marinas and Small Craft Harbors". Gangways will be offered in several different material options but the offerings for loads, handrails, guardrails, transition plates, float mounts, shore mounts, and general designs will remain constant. Environmental conditions will influence the accessibility. Design layouts and advice can be supplied at request.

7.1 Gangways and Access Ramps shall be designed to support 90 pounds per linear foot (lbs/ftln). The deck and structural components shall be designed to support a concentrated load of 400 applied to any 12 inch X 12inch square. Lateral designed wind loads shall not exceed 77MPH.

7.2 Handrails shall be continuous along both sides of the of the walking surface and shall extend 12 inch past the walking surface on both ends. The top rail portion shall not be less than 34 inches nor more than 38 inches above the walking surface. The ends of the handrails shall be returned into the handrail body or terminate with no sharp or catching edges. The mounting and components of the handrails shall be capable of withstanding a lateral load of 50 pounds per linear foot.

EZ Dock Product Specifications



7.3 Decking shall be per project specification and be skid resistant and made from marine grade appropriate materials.

8. Main Docks

8.0 The main docks are the walkways which are subjected to the most amount of traffic. These should be designed to provide for comfortable and easy walking widths. Design of the dock system for such things as pumps, power supplies, storage boxes, etc. to be attached to them, the overall width of the dock sections should have a minimum width of 60 inch (in) wide This will provide ample width for pedestrian traffic.

9. Finger Docks

9.0 The finger widths should be designed to allow for safe and comfortable walking widths. For boat or vessel mooring, a 40 inch (in) wide dock is sufficient to provide for finger stability as well as pedestrian safety for finger lengths up to 20 feet (ft) long. If the length of the finger exceeds 20 feet (ft) long, the 60 inch (in) or 80 inch (in) wide docks should be strongly considered.

10. Wind Exposure

10.0 Boat Profile Height – According to the American Society of Civil Engineers (ASCE) manual published in 1969, for the average height profile compared to the length of the boat, the following will apply.

- For a 10 foot (ft) long boat:
ASCE average height is 3 feet (ft).
For future considerations, will assume average heights up to 6 feet (ft).
- For a 20 foot (ft) long boat:
ASCE average height is 3.5 feet (ft).
For future considerations, will assume average heights up to 7 feet (ft).
- For a 25 foot (ft) long boat:
ASCE average height is 3.6 feet (ft).
For future considerations: will assume average heights up to 7.2 feet (ft).
- For all calculations done using the average boat profile heights, it will be considered that 100% of the boats using the dock will be twice the ASCE average profile.

10.1 Maximum Wind Exposure From studies it has shown that forces caused by the maximum wind exposure comes from an angle to the boat, instead of directly to the side or to the front of the boat. Due to the non-feasibility of designing a dock system to handle a maximum tornado wind gust, it is suggested that a reasonable wind speed should be chosen. According to the design standards set up by the

EZ Dock Product Specifications



Army Corps of Engineers, the dock system should be designed to withstand wind speeds of up to 77 miles per hour (mph) or 15 pounds per square foot (lb/ft²).

- 10.2 Hidden Boats – It is a common practice to use load factors of 10% to 15% for each hidden boat affected by wind force. That is, every boat that is shielded by another boat, either in front of, or on the side of, will have a decrease in the amount of force which is applied to that boat due to the affect of the shielding boat. The use of a force factor of 15% per hidden boat shall be used in any calculations.
- 10.3 Load From Various Directions – In the designing of the boat dock system, if piles are to be used as the means of support, it is necessary to take into account the force being applied in the direction of the maximum wind exposure only. However; if chains, cables, or deadweights are to be used as the means of support, it would be necessary to take into account the wind exposure from all directions, when designing the dock system.

11. Load Design

11.0 Dead Load

- The dead load shall consist of the entire dock system plus any additional attachments to the dock system.
- Each dock section, without additional attachments, shall provide a **freeboard** of approximately 12.75" inches (in).
- The surfaces of adjacent deck surfaces shall have an elevation difference of no more than 0.125 inches (in).
- The ends of the fingers shall have an elevation of no more that 1 inch (in) above that of the main dock.
- The deck surface of each dock section shall not slope more than 0.5 inches (in) over the 10 foot (ft) length of the dock section.
- The deck surface of each 80 inch (in) X 10 foot (ft) dock section shall not slope more that 0.35 inches (in) over the width of the dock section.
- The deck surface of each 60 inch (in) X 10 foot (ft) dock section shall not slope more than 0.25 inches (in) over the width of the dock.
- The deck surface of each 40 inch (in) X 10 foot (ft) dock section shall not slope more than 0.15 inches (in) over the width of the dock section.

11.1 Live Load Due To Vertical Loads

- Under dead load conditions plus an additional 30 pounds per square foot (lb/ft²) of uniform live load, flotation shall provide for a minimum of 7 inches (in) of freeboard.
- The dock structure shall support a concentrated vertical load of up to 400 pounds (lb)

EZ Dock Product Specifications



at any particular point on the surface of the deck. The structure shall accomplish this while maintaining flotation.

11.2 Live Load Due To Horizontal Loads

- a. The dock system shall sustain the stated design loads applied by normal current and/or debris which are normal to a particular location. (In extreme conditions other procedures such as additional anchorage, anchorage release, and/or dock system removal may be necessary.)
- b. The dock system shall be capable of sustaining continuous wave action of up to 1 foot and occasional wave action not in excess of 3 feet during storm conditions.
- c. The dock sections shall sustain any loads applied by non-moving ice without damage.
- d. The dock system shall be compatible for the use of any boat or vessel size with a properly designed anchorage/mooring system. Boats or vessels over 35ft should be moored directly to the anchorage system.
- e. The dock system and anchorage shall be capable of withstanding sustained wind loads of 77 miles per hour (mph), or 15 pounds per square foot (lb/ft²), at 100% boat occupancy, unless otherwise specified.
- f. The dock system shall be capable of withstanding the impact force caused by a 35 foot boat striking the end of a finger at a speed of 2 miles per hour (mph) and at an angle of 10⁰ off center.

12. Designing for Layout

The dock system, anchorage, and connections shall be designed according to the recommendations of the American Society of Civil Engineers Manual and Report on Engineering Practice Number 50, "Planning and Design Guidelines for Small Craft Harbors", the revised edition.

Works Cited:

Cambridge Materials Testing Limited: Laboratory #: 476905-08, June 5, 2008, Cambridge, Ontario
Tobasspm, P.E, Bruce O, and Kollmeyer, Ph.D., Ronald C. *Marinas and Small Craft Harbors*.

New York: Van Nostrand Reinhold, 1991. Print.

Terry Boyd, John McPherson, Jill Murphey, Tim Bazley, Bobby Edwards, Mike Hough, Kent Skarr.
Design Handbook for Recreational Boating and Fishing Facilities: Second Edition, 2006. Print

Revised 09-03-09

EZ Dock Inc. 878 Highway 60 • Monett, MO 65708 • 888-654-8168 • fax: 417-235-2232 • www.ez-dock.com



-EZ Dock Confidential-



LODGE GRASS COMPETITIVE GRANT

Final Budget and Actuals to spend down grant

Total Remaining per uniform invoice summary	\$	225,033.42
MMI May invoices		(65,918.77)
MMI June invoices (estimated)		<u>(80,000.00)</u>
Subtotal remaining		<u>79,114.65</u>
Drew's Projected payroll for June remaining		(971.23)
Floating dock		(22,286.38)
Equipment used to remove trash from lagoon		(1,025.00)
City of Hardin Supplies		<u>(374.33)</u>
Subtotal after remaining equipment/time		<u>54,457.71</u>
Drew's project admin time in July - August		<u>(3,035.08)</u> if DNRC allows this
Amount to be applied to pay application	\$	<u>51,422.63</u>

Commercial Insurance Proposal

City of Hardin

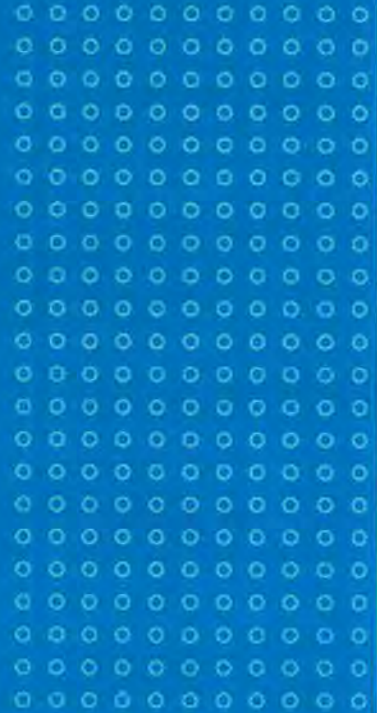
Property/Casualty Insurance

Policy Term: 7/1/26 - 7/1/27

Presented By

Kyle Thelen

Review Date: April 16, 2026



HUB International Mountain States Limited
3545 Gabel Road
Billings, MT 59102
(406) 652-9151
www.hubinternational.com

Please note the following regarding this Insurance Review:

THIS REVIEW CONTAINS ONLY A SUMMARY OF YOUR INSURANCE COVERAGE AND POLICY. IT IS YOUR RESPONSIBILITY TO CAREFULLY AND COMPLETELY REVIEW THE ENTIRE POLICY FOR ITS ACTUAL TERMS, LIMITS AND CONDITIONS. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THE POLICY AND THE PROVISIONS OF THIS REVIEW, THE TERMS OF THE POLICY WILL GOVERN AND CONTROL.



Service Team

Our ability to provide superior service starts with quality people.

The key individuals assisting you with your account are:

Account Executive	
Kyle Thelen	
p (406) 371-8420	F (406) 652-7838
Kyle.thelen@hubinternational.com	
Account Manager	
Jen Jacobs	
p (406) 200-6105	
Jennifer.jacobs@hubinternational.com	
Claims	
p (800) 624-1730	f (866) 707-7344
mtnclaims@hubinternational.com	

Workers' Compensation

Client: City of Hardin
 Carrier: Montana State Fund
 Policy Term: 7/1/2026 to 7/1/2027

State law requires that every employer provide Workers' Compensation insurance for their employees. This insurance provides coverage for accidents or disease arising from employment as prescribed by these state laws. Benefits may include lost wages, medical expenses, and permanent disfigurement / disability payments. Various additional endorsements can also be added to ensure that adequate protection is being provided for your particular situation.

Named Insureds

City of Hardin
 406 N Cheyenne
 Hardin, MT 59034

STATUTORY AND EMPLOYER'S LIABILITY

Covers your statutory liability under the workers' compensation laws of the state(s) your employees are hired in, and live in, and your legal liability as an employer, for the selected limit of liability per accident, plus defense cost

State Information

Part 1 – Workers Compensation (States)	Part 3 – Other States Insurance
Montana	

Employers Liability Information

Coverage Description	Limits
Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

Partners, Officers Information

Sole proprietors, partners and stockholders-employees of a corporation may be excluded from coverage but may elect to be covered. The following individuals have elected to remain excluded for this Workers Compensation coverage, and are therefore INCLUDED/EXCLUDED under this quotation:

Name	Title	Ownership %	Include/Exclude
------	-------	-------------	-----------------



Other Coverages

USL&H	Voluntary Comp	Foreign Coverage	Managed Care Option
Coverage		Deductible	Premium

You must notify us immediately if you hire employees or begin operations in any state not listed in "Covered States" above. "Other States" coverage provides LIMITED, TEMPORARY coverage if you have or begin operations in one of the "Other States" defined above. However, you must notify us IMMEDIATELY of any work in one of the "Other States". Note: No coverage is offered for monopolistic states (ND, OH, WA, and WY). Coverage for monopolistic states must be arranged with the appropriate state agencies.

WORKPLACE INJURIES MAY NOT BE COVERED UNDER HEALTH OR DISABILITY INSURANCE POLICIES. Opting out of Workers Compensation could result in a lack of coverage for any such injury. Parties should carefully review their health or disability insurance to understand workplace injury coverage or exclusions before electing to opt out of Workers Compensation coverage.

Workers' Compensation — Classification, Rate Comparison

City of Hardin | MMIA vs. Montana State Fund | Proposed Period: 07/01/2026 – 07/01/2027

Classification		Estimated Payroll			Rates (per \$100)			Annualized Estimated Premium		
Code	Description	MMIA Q1	MMIA Ann.	MSF Est.	MMIA	MSF Rate	Diff.	MMIA Est.	MSF Est.	Diff.
7704	Firefighters & Drivers	\$3,900.00	\$15,600.00	\$14,100.00	6.255	6.421	+0.166	\$881.96	\$905.36	+\$23.41
7720	Police Officers & Drivers	\$126,569.97	\$506,279.88	\$554,214.00	2.473	2.262	-0.211	\$13,705.71	\$12,536.32	-\$1,169.39
8743	Professional & Administrative	\$56,295.84	\$225,183.36	\$176,891.00	0.526	0.460	-0.066	\$930.45	\$813.70	-\$116.75
8810	Clerical Office Employees	\$96,665.23	\$386,660.92	\$244,127.00	0.199	0.152	-0.047	\$485.81	\$371.07	-\$114.74
9410	Municipal Nonprofessional	\$128,069.40	\$512,277.60	\$439,142.00	1.322	1.289	-0.033	\$5,805.46	\$5,660.54	-\$144.92
9420	Other Municipal Employees & Drivers	\$235,678.30	\$942,713.20	\$727,260.00	5.615	5.608	-0.007	\$40,835.65	\$40,784.74	-\$50.91
TOTALS		\$647,178.74	\$2,588,714.96	\$2,155,734.00				\$62,645.03	\$61,071.73	-\$1,573.30

Payroll: MMIA Q1 = actual Jan–Mar 2026 reported payroll; MMIA Ann. = Q1 × 4; MSF Est. = Montana State Fund's estimated annual payroll from the 07/01/2026 quote.

Rates: Per \$100 of payroll. MMIA = standard assessment rate. MSF Rate = Montana State Fund filed standard rate.

Premiums: Calculated using MSF's estimated annual payroll as a common basis (MSF Est. Payroll × Rate / 100). These are manual premiums before mod, CPAF, scheduled rating, or other adjustments.

Diff.: MSF minus MMIA. **Green (negative)** = MSF lower, **Red (positive)** = MMIA lower.

Workers' Compensation — Total Estimated Annual Premium Comparison

Expiring Premium

\$62,645.03

Proposed Premium

*\$56,524.89

STANDARD PREMIUM FOR 07/01/2026 - 07/01/2027

DESCRIPTION	FACTOR	PREMIUM
Manual Premium		\$61,071.69
Employers Liability	1.0110	\$671.79
Subject Premium		\$61,743.48
Experience Modification	0.9800	\$-1,234.87
Modified Premium		\$60,508.61
Scheduled Rating	0.9500	\$-3,025.43
Standard Premium		\$57,483.18

TERM PREMIUM FOR 07/01/2026 - 07/01/2027

DESCRIPTION	FACTOR	PREMIUM
Total Standard Premium		\$57,483.18
Volume Discount		\$-2,274.16
Expense Constant		\$180.00
Total Premium		\$55,389.02
Terrorism	0.0050	\$107.79
Catastrophe	0.0100	\$215.57

TOTAL PREMIUM BEFORE DEPARTMENT OF LABOR & INDUSTRY (DLI) ASSESSMENTS:

\$55,712.38

DEPARTMENT OF LABOR & INDUSTRY (DLI) ASSESSMENTS:

DESCRIPTION	PERCENTAGE	PREMIUM
Occupational Safety and Health (OSH) Assessment – Assessment Percentage:	0.6312%	\$351.66
Workers Compensation Administrative (Admin) Assessment – Assessment Percentage:	0.5441%	\$303.13
Stay at Work/Return to Work (SAW/RTW) Assessment – Assessment Percentage:	0.0000%	\$0.00
Subsequent Injury Fund (SIF) Assessment – Assessment Percentage:	0.2831%	\$157.72

TOTAL ESTIMATED ANNUAL COST:

\$56,524.89

Confirmation to Bind

CONFIRMATION TO BIND AGREEMENT

I, City of Hardin, acknowledge that we have reviewed the enclosed proposal and confirm HUB's acknowledgment to bind the programs described within:

As Proposed: _____

Changes as Follows:

Binding Subjectivities:

-

Accepted By: _____
Name & Title

Date: _____

Electronic Documents

CONSENT TO RECEIVE ELECTRONIC DOCUMENTS

City of Hardin (Client) hereby consents and agrees to receive electronic documents related to insurance coverage procured or quoted by, or Client's business relationship with, HUB International Mountain States Limited (HUB). In addition to traditional manners of delivery, Hub may transmit documents to Client through electronic means, such as electronic mail, facsimile and client portal. The documents that may be transmitted electronically include, but are not limited to, the following: insurance policies; policy information pages; coverage forms; endorsements; applications; binders; certificates and evidence of insurance; invoices; premium finance agreements; audit statements; loss control reports; claim reports; correspondences; notices of cancellation and non-renewal; and policies related to the operation of HUB's business.

Please provide e-mail address of proper recipient below.

I approve of receiving policies and other documentation, when available, via electronic mail or through client portal.

 Please consider the Environment.

Signature

Date

Carrier Rating

A.M. Best Company is the leading provider of ratings, news and financial data for the insurance industry worldwide. Their Best Financial strength rating is an independent opinion of the insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive and qualitative evaluation of a company's balance sheet, strength, operating performance and business profile.

As professional agents it has long been our established policy to make every effort to deal only with companies having a Best's Rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of \$50 million in Policyholders' Surplus. **It must be noted that neither HUB International nor any affiliated company guarantees the financial solvency of any insurance carrier.** The following list outlines the A. M. Best Company rating scale and associated descriptions.

Financial Strength Ratings: An A.M. Best's Financial Strength Rating is an opinion of an insurer's ability to meet its obligation to policyholders.

A.M. Best Rating			
A++, A+	Superior	C, C-	Weak
A, A-	Excellent	D	Poor
B++, B+	Very Good	E	Under Regulatory Supervision
B, B-	Good	F	In Liquidation
C++, C+	Marginal		

Financial Size Categories: A.M. Best assigns each letter rated insurance company a Financial Size Category. This is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

Financial Size Categories (In millions of U.S. dollars)			
Class I	Up to 1	Class IX	250 to 500
Class II	1 to 2	Class X	500 to 750
Class III	2 to 5	Class XI	750 to 1,000
Class IV	5 to 10	Class XII	1,000 to 1,250
Class V	10 to 25	Class XIII	1,250 to 1,500
Class VI	25 to 50	Class XIV	1,500 to 2,000
Class VII	50 to 100	Class XV	Greater than 2,000
Class VIII	100 to 250		

General Statement

Coverage and Limits

This exhibit describes coverage, amounts, limits, etc., but it does not take the place of the actual insurance policies. While we have made every effort to remove inaccuracies from this report, some may exist. For definitive coverage provisions and exclusions, refer to the policies, endorsements and amendments.

For property quotes, we have used values that you provided. Please carefully examine these values and/or secure an outside appraisal to ensure their accuracy and adequacy.

This proposal is based upon exposures to loss that currently exist and were made known to the agency. All changes and new exposures need to be reported by you, so that proper coverage may be offered.

Higher limits of liability may be available for additional premium.

Insurer Solvency

Hub International is not technically qualified to comment on the solvency or claims-paying ability of any insurer. In an effort to help you assess the quality of the carrier(s), we have provided rating information from the A.M. Best rating organization. A more detailed report is available on request.

We caution you that catastrophic occurrences or other business matters can quickly have a negative impact on any insurer's financial condition. State "guarantee" funds created for the protection of policyholders may limit or preclude access to reimbursement for certain types of claims and/or to companies with significant net worth.

Non-Admitted Insurer

If coverage is placed with a non-admitted carrier, it is doing business in the state as a surplus line or non-admitted carrier and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund. Hub International makes no representations and warranties concerning the solvency of any surplus lines or non-admitted carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Premium Payment

Regardless of the payment method you choose, it is important to note that **carriers are not obligated to reinstate cancelled policies.**

Agency Bill Items: If your premium is billed by Hub International, payment is due on the effective date of the coverage or installment. Endorsement and audit premium adjustments are due on the date billed. Failure to promptly remit may result in cancellation of your coverage.

Company Bill Items: If your policy is a "company bill" contract, you must remit your payment directly to the insurance company on a timely basis. Unfortunately, insurers do not always notify us about the status of a "company bill" payment, so you can't rely on us to remind you about overdue premiums or policy cancellations. If you encounter any billing problem or have a billing concern, please call us immediately, so that we can investigate for you.

Premium Financing: You may ask us to "finance" your premium through an independent finance company. This is an unforgiving payment system. Please carefully review the finance agreement for full details on the late payment and finance charges that apply. Your insurance policy is collateral for the loan. If you miss a payment, coverage will be cancelled. Because we may not always receive late notices, Hub International cannot accept responsibility for following up on late payments or threatened "non-payment" cancellations. Please do not count on us to remind you to make the payment.

This proposal contains only a summary of your insurance coverage and policy. It is your responsibility to carefully and completely review the entire policy for its actual terms, limits and conditions. In the event of any inconsistency between the terms of the policy and the provisions of this proposal, the terms of the policy will govern and control.

How We Get Paid

HUB International takes pride in the services our brokerages provide to you, our client, for insurance and risk management programs. For our efforts we are compensated in a variety of ways, primarily in the form of commissions and contingency amounts paid by insurance companies and, in some cases, fees paid by clients or third parties. The means by which we are compensated are described below.

Commission income – Commission, normally calculated as a percentage of the premium paid to the insurer for the specific policy, is paid to us by the insurer to distribute and service your insurance policy. Our commission is included in the premium paid by you. The individuals at HUB International who place and service your insurance may be paid compensation that varies directly with the commissions we receive.

Contingency income – We also receive income through contingency arrangements with most insurers. They are called “contingent” because to qualify for payment we normally need to meet certain criteria, usually measured on an annual basis. Contingency arrangements vary, but payment under these agreements is normally the result of growing the business by attracting new customers, helping the insurance company gather and assess underwriting information and/or working to renew the policies of existing insureds. There is currently no meaningful method to determine the exact impact that any particular insurance policy has on contingency arrangements. However, brokers tend to receive higher contingency payments when they grow their business and retain clients through better service. In other words, the amount of earned contingency income depends on the overall size and/or profitability of all of a group of accounts, as opposed to the placement or profitability of any particular insurance policy. For this reason, the individuals involved in placing or servicing insurance are rarely, if ever, compensated directly for the contingent income that we receive.

Supplemental Commissions – Some insurance companies have recently replaced contingent commissions with supplemental commissions. These commissions, in fixed amounts, are established annually in advance based on historical performance measured by criteria comparable to those by which contingent commissions are calculated. We refer to these commissions as guaranteed supplemental commissions, or “GSCs”.

Fees paid by clients – On occasion, with more complex business insurance programs and where additional resources, products or services are appropriate, a fee may be negotiated for placement of insurance coverage or additional services. Fees charged for the placement of insurance will be outlined in a proposal and approved, usually in writing, prior to the insurer binding coverage. On occasion, we may receive both commissions and client-paid fees for placing insurance, which generally will be disclosed in writing to you in advance. In certain circumstances clients pay us mutually agreed upon fees for additional services, such as third party administration of employee benefits or workers’ compensation programs.

Wholesale Operations – We own wholesale insurance brokerages in both the U.S and Canada. These are intermediaries through which other brokers, typically retail brokers that have a relationship and deal directly with their clients, place coverage. Our own retail brokers may place client policies through HUB-owned wholesale brokers. In such cases, both the HUB retail broker and the HUB wholesale broker will earn commissions, and they are included in the client’s premium payment. Ordinarily wholesale brokers, whether owned by HUB International or not, are included in the transaction because they offer products that are particularly suitable to a client’s needs that are not available through normal insurance brokerage retail channels.

Other Compensation and Benefits – We may receive revenue or further benefits from our insurance brokerage activities in other ways, including, but not limited to, from insurance company promotional events, payments from insurers for promotional marketing and/or employee training and development, fees or a percentage of the interest paid to us for the administration of premium finance contracts, interest paid to us by financial institutions earned on fiduciary or trust accounts in which we hold your premium payments pending remittance to the insurance company, and fees paid to us for policy and/or claims administration and/or loss control services that we provide.

Related Party Transactions – In limited circumstances, our subsidiaries or employees may have interests in insurers and reinsurers with whom policies are placed. We own a reinsurance broker that arranges reinsurance for carriers. It is possible that coverage placed by our retail brokers could be reinsured pursuant to placements made by our reinsurance subsidiary. Ownership of a reinsurance broker also creates an additional, mutually beneficial dimension to our relationships with insurance companies.

Customer Centric Carriers – We have access to the products and services of hundreds of insurers. However, we believe our ability to provide the best combination of products, service, value and ongoing access to capacity is enhanced by focusing on a manageable number of carrier relationships. These strategic relationships include many of the most respected national and regional insurance companies in the insurance industry (the “Strategic Carriers”). Although we will continue to access our other insurance company relationships where appropriate, we expect that many of our clients’ insurance needs may be met through the Strategic Carriers. The Strategic Carriers may pay us enhanced compensation, which we intend to use in part to invest in initiatives to improve our ability to serve our customers’ and to optimize their insurance buying experience. A portion of any enhanced compensation from our Strategic Carriers may be used to incentivize our employees to prioritize, investigate and access the products and services of our Strategic Carriers for the purpose of consolidating the number of insurance markets we deal with, while at the same time addressing the needs of our clients. More information regarding our Strategic Carrier relationships is available upon request from your HUB International insurance advisor or by visiting our website at www.hubinternational.com.

Our goal is to be your insurance brokerage of choice. We know you have many brokerages to choose from, so to earn your confidence, we hold ourselves to the highest standard of service, a standard reflected in our written Client Commitment – we call it the “The HUB Advantage”. We hope you will review the principles embodied in “The HUB Advantage”, a copy of which is attached for your convenience. Feel free to visit our website at www.hubinternational.com for more information regarding HUB International and how we do business.

Please also feel free to ask any questions about our compensation generally, or as to your specific insurance proposal or placement, by contacting your HUB broker or customer service representative directly, or by calling our client hotline at 1-866-857-4073.

We want you to choose a HUB International broker to be your insurance advisor – and we intend to make your decision an educated one.

Privacy Policy

To view our privacy policy, please visit: www.hubinternational.com/about-us/privacy-policy/

The HUB Advantage

Our Commitment - The HUB Advantage

HUB International is dedicated to maintaining and upholding the highest standards of ethical conduct and integrity in all of our dealings with you, our client. We want to be your trusted risk advisor, and as such, we need to earn your confidence. So we are making a promise. We call it The HUB Advantage. Our mission is to make the advantage yours - and this is our commitment.

- We strive to secure the most favorable terms from insurers, taking into account all of the circumstances – the risk you need to insure, the cost of insurance, the financial condition of the insurer, the insurer's reputation for service, and any other factors that are specific to your situation.
- We are open and honest as to how we are paid for placing your insurance. Our answers to your questions will be forthright and understandable. When we intend to seek a fixed fee for our efforts, we will disclose it to you in writing and obtain your approval prior to coverage being bound.
- You make the ultimate decision as to both the terms of insurance and the company providing your coverage. Our objective is to provide you with choices that meet your insurance needs, and to educate you so your decision is fully informed and best suited to your circumstances.
- We comply with the laws of every jurisdiction in which we operate, including those that apply to how insurance brokerages and agencies are paid. If the laws change, we will respond in a timely and appropriate manner.

We take our responsibility to our customers very seriously. If at any time you feel that we are not fulfilling your expectations – that we are not meeting our Client Commitment – please contact your account executive or call our toll free client hotline at 1-866-857-4073, and your concerns will be addressed as soon as possible.

The HUB Advantage

The privilege is ours, but the advantage is yours.

Recommendations

BUILDING AND PERSONAL PROPERTY FORM

Coinsurance. Buildings and Business Personal Property limits should be reviewed to determine if they are adequate and in compliance with the coinsurance requirements under your policy.

Off-Premises Services – Direct Damage. Coverage for damage resulting from an off-premises interruption of power or other utility service is excluded. This coverage can be added by endorsement and is recommended if your property is subject to this exposure. Coverage is available with and without spoilage.

Replacement Cost. Loss settlement under the form is on an actual cash value basis which is defined as current replacement cost less physical depreciation. Replacement cost coverage would eliminate depreciation if property is actually repaired or replaced. We recommend this coverage enhancement.

Signs and Glass. Coverage applying to outdoor signs and building glass is extremely limited under the form. Separate coverage is available for this property and is recommended if there is an exposure.

Incidental Property. Coverage on outdoor fences, radio and television antennas, trees, shrubs and plants, including debris removal expense is covered only for fire, lightning, explosion, riot or civil commotion or aircraft. The maximum which will be paid is \$1,000 with a limit of \$250 for any one tree, shrub or plant. Coverage is available by endorsement and is recommended if there is an exposure.

Debris Removal. The cost to remove debris of covered property under the form is extremely limited. Coverage is available by endorsement and is recommended.

Ordinance or Law. The form excludes any loss, or increase of loss, caused by the enforcement of any ordinance or law regulating the construction, use, or repair of any property. Coverage for loss to the undamaged portion of the building, demolition cost and increased cost of construction arising out of ordinances or laws can be provided by endorsement and is recommended.

BUSINESS INCOME AND/OR EXTRA EXPENSE COVERAGE FORM

This coverage is designed to provide protection against loss of income, payment of necessary continuing expenses, and extra expenses from a covered cause of loss. Flood is a standard exclusion on these forms.

It may be possible to purchase higher limits as well as Flood Coverage for Business Income and Extra Expense on a limited basis.

Business Income. Business Income coverage is recommended to provide protection against loss of income and payment of necessary continuing expenses arising from suspension of your operations due to physical damage to your property by an insured cause of loss.

Extra Expense. Extra Expense is recommended to pay for costs in excess of normal operating expenses which you incur to continue operations without interruption after a direct property damage loss.

Rental Income. Coverage for loss of rental income resulting from untenability of all, or a portion, of the insured building due to damage or destruction of real or personal property by an insured peril is available and is recommended if your operations include this exposure.

Coinsurance. Limits under these forms should be reviewed to determine if they are adequate and in compliance with any coinsurance requirements under your policy.

Off-Premises Services – Time Element. Coverage for damage resulting from an off-premises interruption of power or other utility service is excluded. Coverage is available by endorsement and is recommended if your operations are subject to this exposure.

COMMERCIAL GENERAL LIABILITY FORM

Pollution. Pollution is an excluded peril under the Commercial General Liability and Garage Liability policies. Oil and other waste storage on your premises may subject you to potential pollution liability. Coverage is available subject to high minimum premiums.

Underground Storage Tanks Liability. If you have underground storage tanks subject to 1988 EPA regulations, insurance covering this exposure should be pursued.

Liquor Liability. This form excludes liquor liability exposures of insured whose business is the manufacture, sale, or serving of alcoholic beverages. Separate liquor liability coverage is available and recommended if your operations include these exposures.

Care, Custody and Control. This form excludes coverage for property damage to property in your care, custody or control. If your operations include these exposures, separate coverage is available and recommended.

Watercraft. This form excludes coverage on owned watercraft and non-owned watercraft over 25 feet. If your operations include these exposures, separate coverage is available and recommended.

Aircraft. This form excludes coverage on owned and non-owned aircraft. If your operations include these exposures, separate coverage is available and recommended.

EMPLOYEE BENEFIT LIABILITY

Provides coverage for negligent acts, errors or omissions in management of employee benefit plans.

FIDUCIARY LIABILITY

Provides coverage for ERISA (Employee Retirement Income Security Act) exposures of fiduciaries for specifically designated plans to the extent that they are caused by a "wrongful act".

COMMERCIAL CRIME FORM

Employee Dishonesty. Employee Dishonesty is recommended to provide coverage for the loss of money, securities and other property arising out of dishonest acts of your employees. Coverage is required by law for your pension plan.

Depositor's Forgery. Forgery or alteration coverage is recommended to protect you against loss due to the forgery or alteration of checks, bank draft, promissory notes, and similar financial instruments drawn on your bank account.

Theft, Disappearance and Destruction. Theft, Disappearance and Destruction including coverage for loss inside and outside premises is recommended to protect your money and securities from loss while within your premises and while outside the premises while in the care and custody of a messenger.

BOILER AND MACHINERY COVERAGE FORM

Property coverage excludes explosion of steam boilers, steam pipes, steam turbines, or steam engines; loss caused by mechanical breakdown, including rupture or bursting caused by centrifugal force including loss to refrigeration equipment and damage to electrical and electronic equipment due to electrical arcing and power surges. The Boiler and Machinery policy is designed to cover these losses to your property and loss to property of others.

COMMERCIAL INLAND MARINE FORM

Accounts Receivable. Accounts Receivable coverage is recommended to protect against loss arising out of destruction to your accounts receivable records. Coverages include amounts due from customers that the insured cannot collect, collection expenses in excess of normal, expenses incurred in reconstructing accounts receivable records and interest charges on loans to offset uncollectible amounts pending loss settlement.

Valuable Papers and Records. Valuable Papers and Records coverage is recommended to protect you against accidental loss or damage from a covered cause of loss to valuable papers and records that belong to you or are in your care, custody, and control.

Electronic Data Processing (EDP) Form. EDP coverage is recommended to provide specialized insurance on your computer equipment, information storage media and expenses or income loss related to EDP losses.

Motor Truck Cargo Form. Motor Truck Cargo coverage is recommended if you carry property of others for a fee. Coverage can also be provided on an owners form motor truck cargo policy insuring your goods being transported by your trucks.

Annual Transportation Form. This form is recommended if you ship goods by common (or contract) carrier. Most forms cover your property and property of others for which you are liable, including property that has been sold but not delivered.

Fuel Plus Endorsement. This endorsement is available for fuel wholesalers and provides coverage for Terminal Access Cards, Erroneous Delivery or Mis-delivery and Gas or Oil Contamination.

COMMERCIAL UMBRELLA COVERAGE

Umbrella coverage is recommended to provide catastrophic coverage for liability claims which exceed your underlying liability insurance or to provide replacement coverage for underlying liability policies which are reduced or exhausted by loss. Minimum limits of \$5,000,000 are recommended.

FLOOD INSURANCE

Coverage for Flood, whether from rising water or wind-driven water, is a standard exclusion on Buildings, Business Personal Property and Business Income and Extra Expense coverages. Limited coverage can be obtained from the National Flood Program for Buildings and Business Personal Property but not Business Income or Extra Expense.

Primary Flood coverage, as well as Excess Flood coverage, may be available on a limited basis.

DIRECTORS & OFFICERS LIABILITY

Directors and officers can be held personally liable if their negligent acts result in loss to the company or its shareholders. Claims can be initiated by shareholders, employees (wrongful termination, discrimination, defamation), customers (restraint of trade, deceptive trade practices), competitors (copyright, patent or business interference), and government regulators. Coverage is available and should be considered.

CYBER LIABILITY

This coverage provides protection against loss due most notably, but not exclusively, to a business' liability for a data breach. Several types of exposures can exist which require consideration when analyzing your cyber protection insurance.

EMPLOYMENT PRACTICES ERRORS & OMISSIONS

Commercial General Liability and Garage Liability policies generally do not provide coverage for employment-related injury to employees arising out of wrongful termination, discrimination and sexual harassment. The Employment Practices E&O policy provides this coverage. It is written specifically to provide coverage for indemnification and/or legal expense reimbursement arising out of wrongful discharge, discrimination and sexual harassment. Coverage can be provided for legal expenses only or indemnification for damages awarded.

GARAGE LIABILITY COVERAGE FORM

Broad Form Drive Other Car Coverage. This endorsement is used to afford liability, auto medical payments, uninsured/underinsured motorist, and physical damage coverage for specifically named individuals (and those individuals' spouses) while they are using a non-owned auto for their own personal use. If your owners, executive officers, partners, or employees are furnished company autos and have no personally owned autos, this coverage is recommended.

Pollution. Your Garage Liability policy includes what constitutes an almost total exclusion of coverage for incidents involving pollutants. Coverage is available subject to high minimum premiums.

Dealers Physical Damage. Provides Collision, Comprehensive or Specified Peril coverage on owned, floor planned or non-floor planned vehicles.

False Pretense. Your Garage Liability policy excludes coverage for theft of your vehicles if someone causes you to voluntarily part with the auto by trick, scheme or under false pretense or if you acquire an auto from a seller who did not have legal title. False Pretense provides this coverage.

Dealers' Drive Away Collision. This endorsement deletes the exclusion applying to collision loss to autos driven or transported more than fifty road miles from the point of purchase or distribution to their destination.

Broad Form Products Coverage. This deletes the defective products exclusion which excludes property damage to any of your products if caused by a defect existing in the product at the time it was transferred to another. It is subject to a \$250 deductible.

Broadened Coverage – Garages. This endorsement provides Personal Injury and Advertising Injury Liability, Host Liquor Liability, Fire Legal Liability, Incidental Medical Malpractice Liability, Non-Owned Watercraft or Aircraft, Additional Persons Insured Coverage, Automatic Liability Coverage-Newly Acquired Garage Businesses (90 days) and Limited Worldwide Liability.

Hired Auto Liability. Provides liability coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Hired Auto Physical Damage. Provides physical damage coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Non-Owned Auto Liability. Provides liability coverage for your business on autos owned by your employees' or partners while used in your business or your personal affairs.

WORKERS COMPENSATION & EMPLOYERS LIABILITY COVERAGE

Workers Compensation coverage may be mandatory under your State statutes.

BUSINESS AUTO COVERAGE

Hired Auto Liability. Provides liability coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Hired Auto Physical Damage. Provides physical damage coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Non-Owned Auto Liability. Provides liability coverage for your business on autos owned by your employees or partners while used in your business or your personal affairs.

Broad Form Drive Other Car Coverage. This endorsement is used to afford liability, auto medical payments, uninsured/underinsured motorist, and physical damage coverage for specifically named individuals (and those individuals' spouses) while they are using a non-owned auto for their own personal use. If your owners, executive officers, partners, or employees are furnished company autos and have no personally owned autos, this coverage is recommended.

Collision. Pays for loss of or damage to your owned automobiles from collision with another object or upset.

Comprehensive. Pays for loss of or damage to owned automobiles from perils other than collision.

Specified Perils. Pays for loss caused by fire, theft, wind, hail, earthquake, explosion, flood, vandalism, and the sinking, burning, collision or derailment of any conveyance transporting the covered auto.

Pollution. Your Business Auto policy includes what constitutes an almost total exclusion of coverage for incidents involving pollutants. Coverage is available subject to high minimum premiums.

Rental Reimbursement. For specified autos and coverages, pays rental cost of substitute auto after covered loss to scheduled auto.

TERRORISM

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102 (1) of the Act: The term "act of terrorism" means any act or acts that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as a part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under the coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect the coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018, 81% beginning on January 1, 2019 and; 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceed \$100 billion in any one calendar year. If the aggregate insured losses for all insured exceed \$100 billion, your coverage may be reduced. The portion of the annual premium that is attributable to coverage for acts of terrorism is \$0.00 per \$100. Of payroll and does not include any charges for the portion of losses covered by the United States government under the Act.



RECEIVED

JUN 09 2026

Phone: 406-495-5000 | Email: stfpolicy@mt.gov | Website: montanastatefund.com
 Mailing Address: P.O. Box 4759 Helena MT 59604-4759

WORKERS' COMPENSATION POLICY QUOTE PROPOSAL

1. INSURED:

CITY OF HARDIN
 406 N CHEYENNE
 Hardin MT 59034

Policy #: 06-618122-6
 Date: 06/02/2026
 Proposed Effective Date: 07/01/2026

Agent: CHANCE JOHNSON Phone: 406-665-2700 Agency: JOHNSON INSURANCE AGENCY
 HARDIN

2. POLICY PERIOD: From 07/01/2026 12:01 A.M. to 07/01/2027 12:01 A.M.

3. PROPOSED PREMIUM: The premium for this policy will be determined by our Manuals of Rules, Class Codes, Rates, and Rating Plans. All information required below is subject to verification and change by audit. Please notify us of any change in your business operations.

CLASSIFICATION CODES AND ESTIMATED COST

INSURED: CITY OF HARDIN
 LOCATION: 406 N CHEYENNE - HARDIN MT 59034

EMPLOYERS LIABILITY LIMITS

\$1,000,000 Bodily Injury By Accident, Each Accident
 \$1,000,000 Bodily Injury By Disease, Each Employee
 \$1,000,000 Bodily Injury By Disease, Policy Limit

CODE	DESCRIPTION	PAYROLL	RATE	REMIT RATE	PREMIUM
7704-01	FIREFIGHTERS AND DRIVERS	\$14,100.00	\$6.421	\$5.889	\$905.36
7720-02	POLICE OFFICERS AND DRIVERS	\$554,213.00	\$2.262	\$2.075	\$12,536.30
8743-00	MUNICIPAL: PROFESSIONAL OR ADMINISTRATIVE	\$176,890.00	\$0.460	\$0.422	\$813.69
8810-01	CLERICAL OFFICE EMPLOYEES NOC	\$244,127.00	\$0.152	\$0.139	\$371.07
9410-00	MUNICIPAL: ADMINISTRATIVE OR NON-PROFESSIONAL	\$439,141.00	\$1.289	\$1.182	\$5,660.53
9420-00	MUNICIPAL-ALL OTHER EMPLOYEES AND DRIVERS	\$727,260.00	\$5.608	\$5.144	\$40,784.74

STANDARD PREMIUM FOR 07/01/2026 - 07/01/2027

DESCRIPTION	FACTOR	PREMIUM
Manual Premium		\$61,071.69
Employers Liability	1.0110	\$671.79
Subject Premium		\$61,743.48
Experience Modification	0.9800	\$-1,234.87

Modified Premium		\$60,508.61
Scheduled Rating	0.9500	\$-3,025.43
Standard Premium		\$57,483.18

TERM PREMIUM FOR 07/01/2026 - 07/01/2027

DESCRIPTION	FACTOR	PREMIUM
Total Standard Premium		\$57,483.18
Volume Discount		\$-2,274.16
Expense Constant		\$180.00
Total Premium		\$55,389.02
Terrorism	0.0050	\$107.79
Catastrophe	0.0100	\$215.57

TOTAL PREMIUM BEFORE DEPARTMENT OF LABOR & INDUSTRY (DLI) ASSESSMENTS: \$55,712.38

DEPARTMENT OF LABOR & INDUSTRY (DLI) ASSESSMENTS:

DESCRIPTION	PERCENTAGE	PREMIUM
Occupational Safety and Health (OSH) Assessment – Assessment Percentage:	0.6312%	\$351.66
Workers Compensation Administrative (Admin) Assessment – Assessment Percentage:	0.5441%	\$303.13
Stay at Work/Return to Work (SAW/RTW) Assessment – Assessment Percentage:	0.0000%	\$0.00
Subsequent Injury Fund (SIF) Assessment – Assessment Percentage:	0.2831%	\$157.72

TOTAL ESTIMATED ANNUAL COST: \$56,524.89

By law, each policy is subject to regulatory assessments that are established by and paid to the Department of Labor & Industry. The assessments are a percentage of premium, are billed with premium and cancellation may occur for failure to pay assessments. These are the assessments for this policy period.

RESOLUTION NO. 2440

A RESOLUTION OF THE CITY OF HARDIN, MONTANA ESTABLISHING WAGES FOR CERTAIN CITY EMPLOYEES FOR FISCAL YEAR 2026/2027

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") has previously approved the Collective Bargaining Agreement with Teamsters Union Local 190 for certain city employees and part of that agreement that establishes the wages for those city employees for Fiscal Year 2026/2027;

WHEREAS, some non-salary employees of the City have opted out of Teamsters Union Local 190, and the City desires to set wages for those employees for Fiscal Year 2026/2027.

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

That the wage schedule for fiscal year 2026/2027 of the Collective Bargaining Agreement with Teamsters Union Local 190, representing certain city employees, and non-union employees attached as Exhibit A, is hereby approved and that the wages for certain city employees is finally determined and approved.

That the effective date of the wage schedule shall be July 1, 2026.

The Council further resolves that employees of the City shall have the authority to make any actions necessary to effectively execute this resolution, pursuant to the Personnel Policies Manual and Collective Bargaining Agreement, for the resolution to have full intended effect.

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

YEA VOTES _____ NAY VOTES _____

CITY OF HARDIN

BY: _____
Mayor

ATTEST: _____
City Clerk

Exhibit A
City of Hardin - Non-Exempt Employees

Name	Position	2026-2027 Wages
BAKER, DEAN L	LEAD - SEWER TREATMENT	33.02
BECKMAN, JEREMY J	MAINTENANCE WORKER V	33.99
BIRDINGROUND, EUGENE	MAINTENANCE WORKER I	19.40
CONNELLY, JOSEPH E	BUILDING INSPECTOR	29.95
EDWARDS, ALEXANDRIA	PROJECT MANAGER/ ADMIN ASST	35.56
ESPINOZA, CHEYENNE	UTILITY BILLING CLERK I	20.17
GONZALES, MOSES	MAINTENANCE WORKER V	39.15
JEFFERSON, RICHARD	WTP OPERATOR	26.63
JOHNS, MERLE P	WTP OPERATOR	29.99
KING, TERESA	JANITORIAL/ MAINTENANCE I	18.39
KREBS, LAUREN	GENERAL LABORER	18.39
KUNTZ JR, KENNETH J	LEAD - WATER DISTRIBUTION	33.02
LAUTT, TREVOR A	LEAD - WTP	33.60
* MCCONNELL, NATHAN W	MAINTENANCE WORKER II	21.20
MELVILLE, RANDY	MECHANIC	36.17
MENDEZ, TAMARA	LEGAL ASSISTANT II	29.30
MILLER, ROSS	MAINTENANCE WORKER III	24.95
OLDCHIEF, HOWARD	SEASONAL PARKS GENERAL	18.76
OLDELK, SHAWNDAE	MWIII & ASSISTANT MECHA	25.18
PETERS, STEFFEN	WWTP OPERATOR	29.31
* REED, DARRELL	GENERAL LABORER	18.03
* RIEHL, MICHAEL O	MAINTENANCE WORKER II	22.49
SCHNEIDER, CHRIS L	LANDFILL LEAD	34.16
* SMITH, LARICIA	COURT CLERK I	18.76
STIEBER, JULIANNE	COURT CLERK II	22.49
STIMPSON, MICHAEL P	MAINTENANCE WORKER V	33.35
TAKES THE HORSE, MARKUS G	MWIII / PARKS LEAD	32.31
* WILSON, BRYAN	MAINTENANCE WORKER I	21.62
ZIMMER, ANGELA D	DEPUTY CITY CLERK II	31.69

Note: * - Employees that may be eligible to move to new position classification during fiscal year 2026-2027.

RESOLUTION 2440

RESOLUTION NO. 2441

**A RESOLUTION OF THE CITY OF HARDIN, MONTANA ESTABLISHING WAGES OF
NON-UNION EMPLOYEES AND ELECTED OFFICIALS FOR FISCAL YEAR
2026/2027.**

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") has determined the wages for non-union city employees and elected officials for the Fiscal Year 2026/2027; and

WHEREAS, the Council desires to approve the wages for the non-union employees; and

WHEREAS, the policies set forth in the City of Hardin Personnel Policies Manual control the anniversary date for pay increase; and

WHEREAS, the Council desires that the non-union employees following increases in wages, which includes annual anniversary increases and

WHEREAS, the Council wishes to memorialize the monthly compensation for elected Officials, without any raise from previous compensation.

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

That the following wages for non-union City employees and elected officials listed below shall be effective as of July 1, 2026, and is hereby finally determined and approved:

Salaried Regular Employees:

<u>EMPLOYEE</u>	<u>2025/2026 Rate</u>	<u>2026/2027 Rate</u>
Michael Hurff	\$3,538.94 (bi-weekly)	\$3,751.25 (bi-weekly)
Andrew Lehr	\$3,663.84 (bi-weekly)	\$3,883.00 (bi-weekly)
Tina Toyne	\$2,424.80 (bi-weekly)	\$2,570.28 (bi-weekly)

Part-Time Employees

<u>EMPLOYEE</u>	<u>2025/2026 Rate</u>	<u>2026/2027 Rate</u>
Robert Snively	\$34.00 / hour	\$36.00 / hour

Temporary Employees:

<u>EMPLOYEE</u>	<u>2025/2026 Rate</u>	<u>2026/2027 Rate</u>
Judy Stieber	\$21.21 / hour	\$22.48 / hour

Elected Officials:

<u>OFFICIAL</u>	<u>2025/2026 Rate</u>	<u>2026/2027 Rate</u>
Mayor	\$ 850.00/ month	\$ 850.00/ month
Council President	\$ 625.00/ month	\$ 625.00/ month
Alderman	\$ 600.00/ month	\$ 600.00/ month

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

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

YEA VOTES _____

NAY VOTES _____

CITY OF HARDIN

BY: _____
Mayor

ATTEST: _____
City Clerk

RESOLUTION NO. 2442

A RESOLUTION OF THE CITY OF HARDIN, MONTANA ESTABLISHING WAGES FOR HARDIN CITY POLICE DEPARTMENT EMPLOYEES FOR FISCAL YEAR 2026/2027

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") has previously established the wages and wage matrix for the employees of the Hardin Police Department for fiscal year 2025/2026;

WHEREAS, the Council desires to approve the wages for the employees of the Hardin Police Department for Fiscal Year 2026/2027; and

WHEREAS, the Council has reviewed the current pay structure for officers and other Hardin Police Department employees, and desires to update the wages for those employees in the Hardin Police Department;

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

That the wages for the Hardin Police Department employees, attached as Exhibit A, is hereby finally determined and approved and shall be effective as of July 1, 2026:

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

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

YEA VOTES _____

NAY VOTES _____

CITY OF HARDIN

BY: _____
Mayor

ATTEST: _____
City Clerk

Exhibit A
City of Hardin - Police Employees

Name	Position	2026-2027 Wages
GARCIA, JOSHUA	POLICE OFFICER	29.85
KINDER, JAKE	POLICE OFFICER	32.22
NEDENS, TYLER	INTERIM CHIEF, POLICE OFFICER	37.13
SCHAAK, KIMBERLY	TAC OFFICER/ ADMIN ASST.	20.95
SEDERES, JOSHUA	POLICE OFFICER	28.82

MAYOR
Riley Ramsey



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

**June 23, 2026 &
July 14th, 15th, & 16th, 2026
& Continuing as needed**

Council Chambers
401 North Cheyenne

PUBLIC COMMENT:

**Finance/Budget Meetings
Budget Fiscal Year 2026-2027**

5:30 p.m.

- Review Budget Timeline
- Intro to ClearGov Program
- State Entitlement
- Property Taxes
- Capital Improvement Plan (CIP)
- Expenses Budget
- Revenue Budget

Meeting adjourned at _____ P.M.

Continuing as needed

Meeting will be Audio Recorded ONLY - Montana Legislature House Bill 890

NOTICE TO BIDDERS

Notice is Hereby Given by the Council of the City of Hardin, Montana, that on the 25th day of June, 2026, at 10:00 a.m. in its Council Chambers at City Hall, located at 401 N. Cheyenne Avenue, Hardin, Montana, it will consider all sealed bids received for **Three (3) 10 yard Tandem Axle Dump Trucks**.

Sealed Bids shall be submitted to the Finance Officer of the City of Hardin Located at 406 N. Cheyenne Avenue, Hardin, Montana, 59034 on or before the 25th day of June 2026 at 10:00 a.m. All bids shall be clearly marked "2026 Three (3) 10 yard Tandem Axle Dump Truck". Bids will be opened in public at the City of Hardin Council Chambers at 401 N. Cheyenne Avenue, Hardin, Montana, 59034 on the 25th day of June, 2026 at 10:00 a.m.

Details and specifications may be obtained at the office of the Finance Officer of the City of Hardin, 406-665-9260 Ext 118, Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m.

Bid Security in the amount equal to at least ten percent (10%) of the bid made payable to the City of Hardin must accompany each bid. The bid security must be either (1) lawful monies of the United States, (2), cashiers check, certified check, bank money order, or bank draft drawn and issued by a national banking corporation, incorporated under the laws of the State of Montana, or (3) a bid bond executed by a surety corporation authorized to do business in the State of Montana.

Each bidder is deemed to covenant that if he is awarded the contract, he will within fifteen (15) days from written notice of award, enter into a contract and execute and deliver a bond to the satisfaction and approval of the City Council in the form and manner provided for in Title 18, Chapter 2, MCA and in the event that said Bidder fails, neglects, or refuses to enter into the contract or supply the necessary bond in the amount therein mentioned, the bid bond shall be declared to forfeited to said City of shall be collected by it and paid into the general fund.

Bids shall be received on a per unit basis in accordance with the terms of the specifications contained therein.

The City of Hardin will consider all specifications as written or equivalent in all areas.

The City of Hardin reserves the right to reject any or all bids, to waive informalities, to postpone the award of the contract for a period not to exceed thirty (30) days and to accept the bid that is in the best interest of the City of Hardin.

Dated this 21st day of May, 2026



Andrew Lehr, Finance Officer

Published: May 27 & June 3, 2026

MAYOR
Riley Ramsey



PUBLIC WORKS DIRECTOR
Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK
Andrew Lehr

CITY OF HARDIN
406 N Cheyenne Ave Hardin, MT 59034 406-665-9260 Ext. 118

Addendum No. 001

Date June 4, 2026

Notice to Bidders - Three (3) 10 yard Tandem Axle Dump Trucks

406 N Cheyenne Ave Hardin, MT 59034 406-665-9260 Ext. 118

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE DESIGNATED PLACE IN THE BID FORM
AND ON THE FACE OF THE SEALED BID ENVELOPE.

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

1. P. FLOOR

- Yes ___ No ___ One-piece 1/4" AR500 floor
Yes ___ No ___ Seamless floor and side sheets are joined by a continuous
welded 2" radius of 7 gauge grade 50 steel
Yes ___ No ___ Unibody design (NO CROSS MEMBERS).
Yes ___ No ___ One-piece 10" I-beam long sills.

2. Q. TAILGATE

- Yes ___ No ___ 7 gauge grade 50 tailgate sheet, 65,000 PSI tensile strength, 50,000 PSI yield strength.
Yes ___ No ___ Full perimeter boxing with all horizontal edges sloped outward.
Yes ___ No ___ 3/4" latch hooks with 3/8" latch plates.
Yes ___ No ___ 1-1/4" hot rolled upper and lower pins.
Yes ___ No ___ Air trip tailgate release valve.

3. R. OVER THE CAB

- Yes ___ No ___ Half cab shield should be installed - 7 gauge AR500

4. S. OVER THE CAB

- Yes ___ No ___ Rear pintle hitch installed

Dated this 4th day of June, 2026

A handwritten signature in blue ink, appearing to read "Andrew Lehr".

Andrew Lehr, Finance Officer

A handwritten signature in blue ink, appearing to read "Michael Hurff, Jr.".

Michael Hurff, Jr., Public Works Director

Published: June 10 & June 17, 2026

NOTICE TO BIDDERS

Notice is Hereby Given by the Council of the City of Hardin, Montana, that on the 25th day of June, 2026, at 10:15 a.m. in its Council Chambers at City Hall, located at 401 N. Cheyenne Avenue, Hardin, Montana, it will consider all sealed bids received for **One (1) New Crawler Loader with Multi-use Bucket - Landfill.**

Sealed Bids shall be submitted to the Finance Officer of the City of Hardin Located at 406 N. Cheyenne Avenue, Hardin, Montana, 59034 on or before the 25th day of June 2026 at 10:15 a.m. All bids shall be clearly marked "2026 Crawler Loader". Bids will be opened in public at the City of Hardin Council Chambers at 401 N. Cheyenne Avenue, Hardin, Montana, 59034 on the 25th day of June, 2026 at 10:15 a.m.

Details and specifications may be obtained at the office of the Finance Officer of the City of Hardin, 406-665-9260 Ext 118, Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m.

Bid Security in the amount equal to at least ten percent (10%) of the bid made payable to the City of Hardin must accompany each bid. The bid security must be either (1) lawful monies of the United States, (2), cashiers check, certified check, bank money order, or bank draft drawn and issued by a national banking corporation, incorporated under the laws of the State of Montana, or (3) a bid bond executed by a surety corporation authorized to do business in the State of Montana.

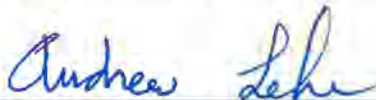
Each bidder is deemed to covenant that if he is awarded the contract, he will within fifteen (15) days from written notice of award, enter into a contract and execute and deliver a bond to the satisfaction and approval of the City Council in the form and manner provided for in Title 18, Chapter 2, MCA and in the event that said Bidder fails, neglects, or refuses to enter into the contract or supply the necessary bond in the amount therein mentioned, the bid bond shall be declared to forfeited to said City of shall be collected by it and paid into the general fund.

Bids shall be received on a per unit basis in accordance with the terms of the specifications contained therein.

The City of Hardin will consider all specifications as written or equivalent in all areas.

The City of Hardin reserves the right to reject any or all bids, to waive informalities, to postpone the award of the contract for a period not to exceed thirty (30) days and to accept the bid that is in the best interest of the City of Hardin.

Dated this 21st day of May, 2026



Andrew Lehr, Finance Officer

Published: May 27 & June 3, 2026

MAYOR
Riley Ramsey

POLICE CHIEF
Tyler Nedens, Interim
Chief



PUBLIC WORKS DIRECTOR
Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK
Andrew Lehr

June 12, 2026

Notice to Our Hardin Community:

With the 150th Anniversary of the Battle of the Little Big Horn, and Little Big Horn days approaching, we have decided that the City offices will close early, at Noon on Friday, June 26th.

Please consider that if you are making plans to stop in to visit, share a concern, or to pay your water bill. We will be open at 8:00 AM as normal.

Thank you for your understanding, and we look forward to seeing you DOWNTOWN HARDIN during that week and weekend! It should be a fun time! Stay safe, everyone.

Sincerely,

A handwritten signature in blue ink that reads "Riley C. Ramsey". The signature is written in a cursive style.

Riley C. Ramsey
Mayor, City of Hardin