

AGENDA

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

October 6, 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 09/15/2026 Closed Meeting 09/01/2026 Closed Meeting 09/15/2026
Budget Meeting 06/23/2026 **Claims**

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

MAYOR: Letter to Public

COMMITTEE REPORTS:

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

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

- o WWC Engineering letter
- o City-County Planning Board Minutes – August 10, 2026
- o City-County Planning Board Invitation to attend CTAP Workshop – October 14, 2026

UNFINISHED BUSINESS:

- o City of Hardin/Big Horn Hospital Agreement
- o Interlocal Agreement – City/County Garbage Services
- o Dispatch Board Appointment from Council

NEW BUSINESS:

- o Stahly Engineering – Capital Improvements Plan (CIP) \$60,000
- o Stahly Engineering – Development and Planning Proposed Fee Schedule
- o Northcon, Inc Pay Application #15 - \$552,671.66
- o Desert Mountain Ice Slicer - \$9,227.52
- o Tetra Tech – Visitor Information Center \$6,750
- o Visitor Information Center – Temporary Water
- o Visitor Information Center – NorthWestern Energy Easement Agreement \$6,909
- o Plaza Sidewalk –Day and Night Concrete \$7,622
- o Police Department Gear Room- Braaton Construction \$10,911
- o Wharton Asphalt – Railway and West Custer Ave. \$7,308
- o Vanzandt Road overlay - \$26,006.50
- o Council Meeting November 3, 2026 – Election Day

STAFF REPORTS

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

RESOLUTIONS & ORDINANCES:

Resolution NO. 2457 – Appointing Chief of Police and Establishing Wages as a Non-Union Employee for FY 26/27
Resolution NO. 2458 – Authorizing Submission of Community Block Grant for Replacement of Water Main in Crook Avenue

PUBLIC COMMENT: 3 minutes per person

ANNOUNCEMENTS:

City Website: hardinmontana.gov - email addresses @hardinmontana.gov

City Offices Closed: Columbus Day, Monday, October 12, 2026

Hardin Community Blood Drive: Thursday, October 15th 1:30 – 6:30 p.m., First Alliance Church, 934 1st St West

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

Meeting adjourned at _____ P.M.

AUDIO RECORDING ENDS

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

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

COUNCIL MEETING: The Regular Council Meeting for September 15, 2026 was called to order at 6:30 p.m. with Mayor Riley Ramsey presiding by reciting the Pledge of Allegiance.

The following Aldermen were present: Steven Hopes, Clayton Greer, Chris Sharpe, George Toyne, 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, and City Attorney Jordan Knudsen.

Also present: Several Members of the Public

MINUTES OF THE PREVIOUS MEETINGS & CLAIMS: Greer motioned to approve the Council Minutes of September 1, 2026 as written. Hopes seconded. On a voice vote the motion passed, (5/1) Sharpe abstained. Greer motioned to approve the Public Hearing Minutes of September 1, 2026 as written. Hopes seconded. On a voice vote the motion passed, (5/1) Sharpe abstained.

Greer made a motion to approve the claims for September 15, 2026.

	CLAIM No.	Monthly Total
July, 2026	34222, 34283, 34319, 34333, 34335	\$ 6,305.98
August, 2026	34279-34282, 34284-34296, 34298-34318, 34230-34322, 34324-34332, 34334, 34337-34338, 34340	<u>\$ 1,337,162.01</u>
Claims Total (Expenditures)		\$ 1,343,467.99
August, 2026		<u>\$ 249,370.91</u>
TOTAL Submitted		\$ 1,592,838.90

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

PUBLIC COMMENT: 3 minutes per person
There was no Public Comment.

MAYOR:
Mayor Ramsey reported he has favorable news from the Chief of Police candidate; he is going to start the beginning of October. A Police Commission Meeting will have a meeting to approve him.

COMMITTEE REPORTS:
Personnel Policy/City Policy:
A Personnel Policy Committee Meeting to discuss recommended changes to the Personnel Policy Manual was scheduled for Tuesday, October 20th, at 5:30 p.m. or later. Knudsen noted he will have to review any recommended/proposed changes; and requested for those proposed changes to be forwarded to him in advance for them to be submitted to him as soon as possible, before the meeting.

Sewer & Water:
Hopes reported he toured the Wastewater Treatment Plant with Hurff to look at the changes needed that were listed in the change order; adding they are needed.

Streets & Alleys:
Hopes reported the City Crew has been working on curbs, asphalt, and using the durapatcher.

Law Enforcement:
Toyne reported the City Police Department is working longer hours and interviews are being held for police officers.

Parks & Playgrounds:

Krebs reported cameras have been installed and camera signs are up at South Park; the sidewalk is being patched on the concrete at Heimat Park, tables were put in at Wilson Park and a handicap ramp is being put in at the Plaza. Krebs noted the tentative date for park restrooms to be closed is October 1st.

Finance/Landfill:

Impact Fee Advisory:

Resolutions & Ordinances:

Economic Development:

Alderman Toyne reported Tina Toyne, Economic Development Director, has continued working with local business owners on their listings for Visit South East Montana website and she attended the Visit South East Board meetings in Terry, MT. She attended the Coal Board Meeting in support of the Public Works application for funding for a sewer camera to inspect the sewer water and storm system; the funds were awarded to the City. She is currently waiting to hear from HRDC about vacant lots they own, bids for the Wayfinding Bids Implementation Project are due September 25th, she will be attending the Governor's Tourism Conference in Great Falls this week and she will be attending the Montana Development Association Conference in Sydney next week.

SPECIAL COMMITTEES:

PETITIONS & COMMUNICATIONS:

UNFINISHED BUSINESS:

Knudsen provided an update on Big Horn County Hospital bills. Knudsen reported the revised agreement, per Council discussion at the last meeting, is currently under review by their attorney.

NEW BUSINESS:

Mayor Ramsey reported Knudsen is working on an Interlocal Agreement for City/County Garbage Services. Big Horn County currently dumps the three large containers at the City Landfill Container Site. They would like to trade services; by bringing in waste from County Shops located in Decker, Lodge Grass, Fort Smith, the cemetery, and County shop in Hardin. They need to be dumped approximately once a year, maybe twice. It was clarified it will not be waste from County residents; only Big Horn County shops in those communities.

Mayor Ramsey asked if anyone on Council was interested in being appointed to the Dispatch Board. Krebs and Sharpe voiced interest; their schedules do not allow them to attend meetings during the day. It was noted appointments will come from a member of the City Council, a City Resident, the Hardin Volunteer Fire Department, and the City Police Department. Ramsey reported he will reach out to the County to see if they will meet some evenings.

Mayor Ramsey reported a letter was submitted by the Chamber of Commerce for support with the Monster Mash October 31st. Sharpe asked if it was just rebranding the Trunk or Treat. Alexandria Edwards, on behalf of the Chamber of Commerce, noted it is the Trunk or Treat they are expanding it. The letter requests street closure, street cleaning, sanitation support with an ADA accessible portable restroom and handwashing station, Police presence and City participation from City Departments. Greer motioned to approve the requests. Hopes seconded. On a voice vote the motion was unanimously approved.

Lehr requested approval to start a Storm Water Enterprise Fund. Krebs motioned to open the Storm Water Enterprise Fund in the Accounting System. Hopes seconded. On a voice vote the motion was unanimously approved.

Lehr reviewed the Tax Increment Finance District (TIFD) Annual Report. Greer motioned to approve the report. Sharpe seconded. On a voice vote the motion was unanimously approved.

STAFF REPORTS:

Public Works:

Hurff reported the City Crew has been working hard. A 3-way valve will be replaced on the 6th Street lift station this Thursday. The City Crew will be using the durapatcher for potholes; they will be documenting where it is used; try it with different types of potholes to see what kind of long term results it produces; and the cost of a durapatcher vs using cold mix will be looked at. He

asked Cassell, of Stahly Engineering, what the timeline was on the Wastewater Treatment Plant Project. He reported the approved change order will add about six days; they are on schedule. He reviewed details of another change order that will be brought to Council.

Finance:

Lehr reviewed the Event Notice -Continuing Disclosure for the TIFD.

Police:

Legal:

Knudsen reported there is Closed Session scheduled.

Economic Development:

RESOLUTIONS & ORDINANCES:

PUBLIC COMMENT: 3 minutes per person

N/A

ANNOUNCEMENTS:

Mayor Ramsey announced the following employee anniversaries: Jake Kinder, 1 year; Randy Melville, 20 years; and LaRicia Smith, 3 years. The new City Website is hardinmontana.gov and all City email addresses use the same prefix with hardinmontana.gov. Request for Bids/Estimates & Addendum for Phase I of the City's Wayfinding Implementation Project are Due by 3:00 p.m. September 25, 2026

City of Hardin Job Openings: Full-time positions: Police Officer and General Laborer and Part-time General Laborer Landfill.

Toyne motioned to close the Council meeting at 7:20 p.m. for a CLOSED Legal Session. Sharpe seconded.

The Closed Session began at 7:23 p.m.

The meeting adjourned at 7:26 p.m.

Riley Ramsey, Mayor

ATTEST:

Andrew Lehr, Finance Officer/City Clerk



Finance/Budget Meeting

Date: June 23, 2026

Time Called to Order: 5:31 p.m.

Location: City Council Chambers

Meeting Type: Budget and Finance Committee Meeting

The Finance/Budget Committee Meeting began at 5:31 p.m. In attendance were Committee members Clayton Greer and Jeremy Krebs. Council members Antonio Espinoza, George Toyne, Chris Sharpe, Steven Hopes, and Mayor Riley Ramsey were also present. City staff members present were Finance Officer/City Clerk Andrew Lehr and Public Works Director Michael Hurff.

The discussion was in regards to the Budget Timeline and Preliminary Budget. Additional meetings will be held July 14, 15, and 16th then as needed. A property tax budget meeting may be scheduled in August. Budget hearings will be published August 19th and August 26th. Hearing will be on September 1st. Final budget is due to the State October 1, 2026 or 60 days after the receipt of taxable values. Street Maintenance will be published July 22nd and July 29th. Will be set on the 4th of August, and due on the 10th of August. Lighting District will be set in September with the budget.

An overview of Council Member access in the ClearGov system was discussed, along with how to use the system and read the information.

State Entitlement: Increased to \$934,614.56. Last Year: \$912,923.28. 2.38% increase. Health Insurance did not meet the budgeted cost. The Health Insurance Fund may not need as much or any State Entitlement Funding this year.

Lehr explained the General Fund current status.

Lehr reviewed the levy sheet that is done each year for property taxes. Last years information was used, as this year's numbers have not been provided.

Permissive Medical: 14 employees are budgeted to be funded by the General Fund for Health Insurance. The Police force is not fully staffed; therefore, the number provided is an estimate at this time. This will be revisited once certified taxable values are received and actual mill levies can be determined.

Capital Improvement Plan Review

The capital improvement plan was reviewed in its current format. Discussion regarding a Storm Water Tax Assessment was held, including the discussion of a Capital Improvement Plan, PASER study and a Stormwater Preliminary Engineering Report. Lehr noted that the City Attorney was conducting a review regarding whether a separate stormwater enterprise fund could be established.

The City Council Chamber window replacement was discussed, identifying the need to replace for improved efficiencies. Wyman Construction was onsite for Depot window repair and stated insulation under the window in the foyer would help with efficiencies. Mayor stated he would look further into quotes on the windows.

Fire Department

Radios for the trucks were replaced last year, but more turnout gear will be required to be purchased as well as a truck in the coming fiscal years.

Police Department

- \$75k left for equipment and vehicles. Toyne expressed that older police vehicles should be used for travel to and from Billings, versus the newer vehicles and leased vehicles.
- Building Remodel (Police Department) – will discuss when Interim Chief Nedens is present at the meetings.

Parks Capital Projects

- Replace oldest grasshopper mower \$17,500. Bathrooms in Plaza and Wilson \$90,000. Future projects are listed as well. Hurff stated Markus did not believe the grasshopper mower needs to be replaced at this time and can be pushed a subsequent fiscal year.

Gas Tax Fund

- Water Main Replacement and Street Reconstruction \$721,800.
 - Street portion \$285,943.44.
 - Water: \$435,856.56.
 - Each would be budgeted in the respective fund. Hurff explained he asked 1st Street to 3rd Street – 2 blocks for \$721,800. Cost for 4 blocks is \$1.3 million. The cost for just 1 block was not provided. Lehr explained there is some money in the water fund, but CDs would have to be cashed in to pay for it. The other option is to get a loan through SRF. The water fund does not have any loans at this time. Toyne asked if there were available grants for water and sewer through the state or another entity. Lehr explained there are opportunities that can be researched.

Street Maintenance Fund

- Discussion regarding current employee numbers and where they are placed in Public Works was discussed.

Water, Sewer, Garbage, and Landfill Funds

- Missing the recommendations from the PER at the Waste Water Treatment Plant, which will be put into Cleargov for the next meeting.
- Solid Waste - \$275k for a Box Truck.
- Council discussed the Ash Pit at the Landfill and future use based off of power plant operations.
- Crawler Loader is to replace the Compactor when it's inoperable due to repairs or maintenance. The Compactor replacement can be pushed back to 2030.

Police Department Fund

- Discussed previously budgeted items with the Interim Police Chief. Further discussed a Police Department Gear Room and Evidence Room.
- Over budget on supplies and items in PD, therefore a budget amendment will be required. However, wages were lower than budgeted.

Admin Allocation

- Council discussed the current garbage services and charges. Discussion included that the services need to remain, but the service costs may need to see an increase.
- Lehr recommended taking 5% out of the general fund and move to garbage and landfill.



CITY OF HARDIN CLAIMS APPROVAL REPORT

Submitted for City Council Approval

October 6, 2026

Month	CLAIM No.	Monthly Total
July, 2026	34380	\$3,459.06
August, 2026	34381, 34383	\$4,306.15
September, 2026	34323, 34342-34378, 34382, 34384-34425, 34427-34429	\$133,592.71
TOTAL Submitted		\$141,357.92

Claims or Expenditures over \$5,000

per Resolution #2189

Vendor	Purpose	Check #	Amount
Matovich Oil Co	Gas, diesel, oil, DEF, etc	43171	\$16,064.68
First Interstate Bank (Mastercard)	credit card purchases	-99184	\$6,204.42
Jordan Knudsen	Legal Services	43159	\$9,000.00
Approved Previously at December 2, 2025 Meeting			
Kirkness Roofing & Exteriors	PD and Water Building Roof Repairs	43163	\$23,172.35
Approved Previously at August 4, 2026 Meeting			
Advanced Pump & Equip	Rotating assembly lift station - sewer	43133	\$11,798.92
Approved Previously at August 4, 2026 Meeting			
Peak Water Services		43176	\$14,074.90

For the Accounting Period: July, 2026

Monthly Total	\$3,459.06
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For the Accounting Period: August, 2026

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CITY OF HARDIN
Claims Report

For the Accounting Period: September, 2026

Vendor	Type	Claim #	Check #	Amount
AMERICAN WELDING & GAS INC	CL	34323	43134	\$65.40
HEALTHEQUITY	CL	34342	-99182	\$20.00
U.S. POSTAL SERVICE	CL	34343	43124	\$460.00
HARDIN DO IT BEST	CL	34344	43150	\$778.53
LYNN'S SUPERFOODS	CL	34345	43168	\$31.96
DAY AND NIGHT CONCRETE, LLC	CL	34346	43129	\$3,858.00
KNIFE RIVER INC	CL	34347	43164	\$1,303.13
ENERGY LABORATORIES INC	CL	34348	43147	\$2,129.00
ANIMAL CARE CENTER	CL	34349	43135	\$403.68
ADVANCED PUMP & EQUIP	CL	34350	43133	\$11,798.92
DIS TECHNOLOGIES	CL	34351	43146	\$1,875.00
I-STATE TRUCK CENTER	CL	34352	43153	\$164.12
EUGENE BIRDINGROUND	CL	34353	43127	\$120.00
JEREMY BECKMAN	CL	34354	43126	\$140.00
HAWKINS, INC	CL	34355	-99181	\$30.00
TOWN & COUNTRY SUPPLY ASSN	CL	34356	43188	\$185.00
ONSOLVE, LLC	CL	34357	-99180	\$3,372.62
DIS TECHNOLOGIES	CL	34358	43146	\$350.00
STAPLES	CL	34359	-99179	\$878.91
KNIFE RIVER INC	CL	34360	43164	\$452.25
CENTURYLINK	CL	34361	-99178	\$213.15
HEALTHEQUITY	CL	34362	-99177	\$80.00
WISPWEST.NET	CL	34363	43193	\$57.56
VOLUNTEER FIREMEN'S INSURANCE SERVICES	CL	34364	43192	\$1,414.00
HOSE & RUBBER SUPPLY	CL	34365	43152	\$241.52
RDO EQUIPMENT	CL	34366	43178	\$866.80
KOIS BROTHERS EQUIPMENT CO.	CL	34367	43165	\$256.22
PETERSON QUALITY OFFICE	CL	34368	43177	\$207.90
BOBBY C. ROBERTS	CL	34369	43139	\$38.72
MONTANA DAKOTA UTILITIES	CL	34370	43174	\$710.91
PEAK WATER SERVICES LLC	CL	34371	43176	\$14,074.90
CenturyLink	CL	34372	43140	\$1,205.00
ANDREW LEHR	CL	34373	43130	\$46.50
THE ORIGINAL BRIEFS	CL	34374	43128	\$222.40
MJC & MCCA	CL	34375	43173	\$100.00
APG YELLOWSTONE NEWS GROUP	CL	34376	-99176	\$313.83
BAMBOOHR LLC	CL	34377	-99189	\$848.99
ACTUARIES NORTHWEST	CL	34378	-99175	\$3,200.00
ENTERPRISE FLEET MANAGEMENT	CL	34382	-99186	\$3,459.06
CHERYLE REAL BIRD	CL	34384	43141	\$238.25
Page Total				\$56,212.23

CITY OF HARDIN
Claims Report

For the Accounting Period: September, 2026

Vendor	Type	Claim #	Check #	Amount
TINA M TOYNE	CL	34385	43132	\$46.00
MARKUS TAKES THE HORSE	CL	34386	43131	\$59.99
CITY WATER DEPT	CL	34387	43142	\$3,723.01
HARDIN BUILDING CENTER	CL	34388	43148	\$39.86
LEXIPOL, LLC	CL	34389	43167	\$1,103.16
MILLENNIUM ELECTRIC	CL	34390	43172	\$1,160.00
IBS, INC.	CL	34391	43154	\$1,383.05
HARDIN CONCRETE & CONSTR LLC	CL	34392	43149	\$4,750.00
KIRKNESS ROOFING & EXTERIORS	CL	34393	43163	\$23,172.35
BIG SKY LAWN CARE & PLOWING	CL	34394	43136	\$3,525.00
DIS TECHNOLOGIES	CL	34395	43146	\$741.72
FIRST INTERSTATE BANK (MASTERCARD)	CL	34396	-99184	\$6,204.42
VISIONARY BROADBAND	CL	34397	43191	\$261.16
STEFFEN PETERS	CL	34398	43184	\$260.00
JORDAN W KNUDSEN	CL	34399	43159	\$9,000.00
WOLF MOUNTAIN COAL CO INC	CL	34400	43194	\$247.69
UTILITIES UNDERGROUND LOC. CTR.	CL	34401	43189	\$117.48
BILL'S AUTO PARTS	CL	34402	43137	\$1,859.78
MATOVICH OIL CO.	CL	34403	43171	\$16,064.68
VINYL MONKEYS	CL	34404	43190	\$1,130.00
VERIZON WIRELESS	CL	34405	-99183	\$465.13
MARKUS TAKES THE HORSE	CL	34406	43170	\$33.00
SHAWNDAE OLDELK	CL	34407	43183	\$33.00
JACK WEICHMAN	CL	34408	43155	\$100.00
BOB SCHOEN	CL	34409	43138	\$100.00
PAT BRECKENRIDGE	CL	34410	43175	\$100.00
TERRY BULLIS	CL	34411	43186	\$100.00
DENNIS FOX	CL	34412	43145	\$100.00
HARRY KAUTZMAN	CL	34413	43151	\$100.00
ROB BRYSON	CL	34414	43179	\$100.00
KENTON G KEPP	CL	34415	43161	\$100.00
JAY LUNDBERG	CL	34416	43156	\$100.00
DANIEL J KLINGENSTEIN	CL	34417	43144	\$100.00
LARRY W VANDERSLOOT	CL	34418	43166	\$100.00
JIM WEDEL	CL	34419	43158	\$100.00
TIM A WAGNER	CL	34420	43187	\$100.00
TEDDY J BURROUGHS	CL	34421	43185	\$100.00
KATHERINE M JOHNSON	CL	34422	43160	\$50.00
SANDRA K BIERY	CL	34423	43181	\$50.00
JERRY WEMPLE	CL	34424	43157	\$100.00
Page Total				\$76,980.48

CITY OF HARDIN

Claims Report

For the Accounting Period: September, 2026

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CITY OF HARDIN

Check Report

October 6, 2026

Vendor	Type	Claim #	Check #	Amount
BAMBOOHR LLC	CL	34377	-99189	\$848.99
ENTERPRISE FLEET MANAGEMENT	CL	34380	-99188	\$3,459.06
ENTERPRISE FLEET MANAGEMENT	CL	34381	-99187	\$3,459.06
ENTERPRISE FLEET MANAGEMENT	CL	34382	-99186	\$3,459.06
FIRST INTERSTATE BANK (MASTERCARD)	CL	34396	-99184	\$6,204.42
VERIZON WIRELESS	CL	34405	-99183	\$465.13
HEALTHEQUITY	CL	34342	-99182	\$20.00
HAWKINS, INC	CL	34355	-99181	\$30.00
ONSOLVE, LLC	CL	34357	-99180	\$3,372.62
STAPLES	CL	34359	-99179	\$878.91
CENTURYLINK	CL	34361	-99178	\$213.15
HEALTHEQUITY	CL	34362	-99177	\$80.00
APG YELLOWSTONE NEWS GROUP	CL	34376	-99176	\$313.83
ACTUARIES NORTHWEST	CL	34378	-99175	\$3,200.00
U.S. POSTAL SERVICE	CL	34343	43124	\$460.00
JEREMY BECKMAN	CL	34354	43126	\$140.00
EUGENE BIRDINGROUND	CL	34353	43127	\$120.00
THE ORIGINAL BRIEFS	CL	34374	43128	\$222.40
DAY AND NIGHT CONCRETE, LLC	CL	34346	43129	\$3,858.00
ANDREW LEHR	CL	34373	43130	\$46.50
MARKUS TAKES THE HORSE	CL	34386	43131	\$59.99
TINA M TOYNE	CL	34385	43132	\$46.00
ADVANCED PUMP & EQUIP	CL	34350	43133	\$11,798.92
AMERICAN WELDING & GAS INC	CL	34323	43134	\$65.40
ANIMAL CARE CENTER	CL	34349	43135	\$403.68
BIG SKY LAWN CARE & PLOWING	CL	34394	43136	\$3,525.00
BILL'S AUTO PARTS	CL	34402	43137	\$1,859.78
BOB SCHOEN	CL	34409	43138	\$100.00
BOBBY C. ROBERTS	CL	34369	43139	\$38.72
CenturyLink	CL	34372	43140	\$1,205.00
CHERYLE REAL BIRD	CL	34384	43141	\$238.25
CITY WATER DEPT	CL	34387	43142	\$3,723.01
CUSHING TERRELL	CL	34383	43143	\$847.09
DANIEL J KLINGENSTEIN	CL	34417	43144	\$100.00
DENNIS FOX	CL	34412	43145	\$100.00
DIS TECHNOLOGIES	CL	34351	43146	\$1,875.00
DIS TECHNOLOGIES	CL	34358	43146	\$350.00
DIS TECHNOLOGIES	CL	34395	43146	\$741.72
ENERGY LABORATORIES INC	CL	34348	43147	\$2,129.00
HARDIN BUILDING CENTER	CL	34388	43148	\$39.86
Page Total				\$60,097.55

CITY OF HARDIN

Check Report

October 6, 2026

Vendor	Type	Claim #	Check #	Amount
HARDIN CONCRETE & CONSTR LLC	CL	34392	43149	\$4,750.00
HARDIN DO IT BEST	CL	34344	43150	\$778.53
HARRY KAUTZMAN	CL	34413	43151	\$100.00
HOSE & RUBBER SUPPLY	CL	34365	43152	\$241.52
I-STATE TRUCK CENTER	CL	34352	43153	\$164.12
IBS, INC.	CL	34391	43154	\$1,383.05
JACK WEICHMAN	CL	34408	43155	\$100.00
JAY LUNDBERG	CL	34416	43156	\$100.00
JERRY WEMPLE	CL	34424	43157	\$100.00
JIM WEDEL	CL	34419	43158	\$100.00
JORDAN W KNUDSEN	CL	34399	43159	\$9,000.00
KATHERINE M JOHNSON	CL	34422	43160	\$50.00
KENTON G KEPP	CL	34415	43161	\$100.00
KEVIN CANNON	CL	34428	43162	\$100.00
KIRKNESS ROOFING & EXTERIORS	CL	34393	43163	\$23,172.35
KNIFE RIVER INC	CL	34347	43164	\$1,303.13
KNIFE RIVER INC	CL	34360	43164	\$452.25
KOIS BROTHERS EQUIPMENT CO.	CL	34367	43165	\$256.22
LARRY W VANDERSLOOT	CL	34418	43166	\$100.00
LEXIPOL, LLC	CL	34389	43167	\$1,103.16
LYNN'S SUPERFOODS	CL	34345	43168	\$31.96
MARK BETTS	CL	34425	43169	\$100.00
MARKUS TAKES THE HORSE	CL	34406	43170	\$33.00
MATOVICH OIL CO.	CL	34403	43171	\$16,064.68
MILLENNIUM ELECTRIC	CL	34390	43172	\$1,160.00
MJC & MCCA	CL	34375	43173	\$100.00
MONTANA DAKOTA UTILITIES	CL	34370	43174	\$710.91
PAT BRECKENRIDGE	CL	34410	43175	\$100.00
PEAK WATER SERVICES LLC	CL	34371	43176	\$14,074.90
PETERSON QUALITY OFFICE	CL	34368	43177	\$207.90
RDO EQUIPMENT	CL	34366	43178	\$866.80
ROB BRYSON	CL	34414	43179	\$100.00
RON NEDENS	CL	34427	43180	\$100.00
SANDRA K BIERY	CL	34423	43181	\$50.00
SHANNON ALBERT	CL	34429	43182	\$100.00
SHAWNDAE OLDELK	CL	34407	43183	\$33.00
STEFFEN PETERS	CL	34398	43184	\$260.00
TEDDY J BURROUGHS	CL	34421	43185	\$100.00
TERRY BULLIS	CL	34411	43186	\$100.00
TIM A WAGNER	CL	34420	43187	\$100.00
Page Total				\$77,847.48

Check Report

Page 8 of 8



550 S. 24th Street W, Billings, MT 59102 | 406.894.2210

September 17, 2026

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

Re: Municipal Services

Dear Mr Mayor:

WWC Engineering (WWC) is pleased to introduce our firm and the services we provide to municipalities throughout the region. Since 1980, WWC has supported communities throughout Montana with practical engineering solutions for public infrastructure, planning, funding, and development needs. With an office in Billings, our team is well positioned to provide responsive, local support to municipalities throughout south-central and eastern Montana.

We understand that municipalities must balance limited budgets with the ongoing need to maintain existing infrastructure, plan for future growth, meet regulatory requirements, and pursue funding for needed improvements. WWC works alongside municipal staff and elected officials to identify practical solutions, secure funding, and move projects from initial planning through design and construction.

Enclosed is a WWC brochure highlighting our services and experience supporting municipalities and local governments. We would welcome the opportunity to learn more about your community's current and upcoming priorities and discuss how WWC may be able to serve as a resource. Please feel free to contact us to schedule a brief introductory meeting or discuss a specific project need.

Sincerely,

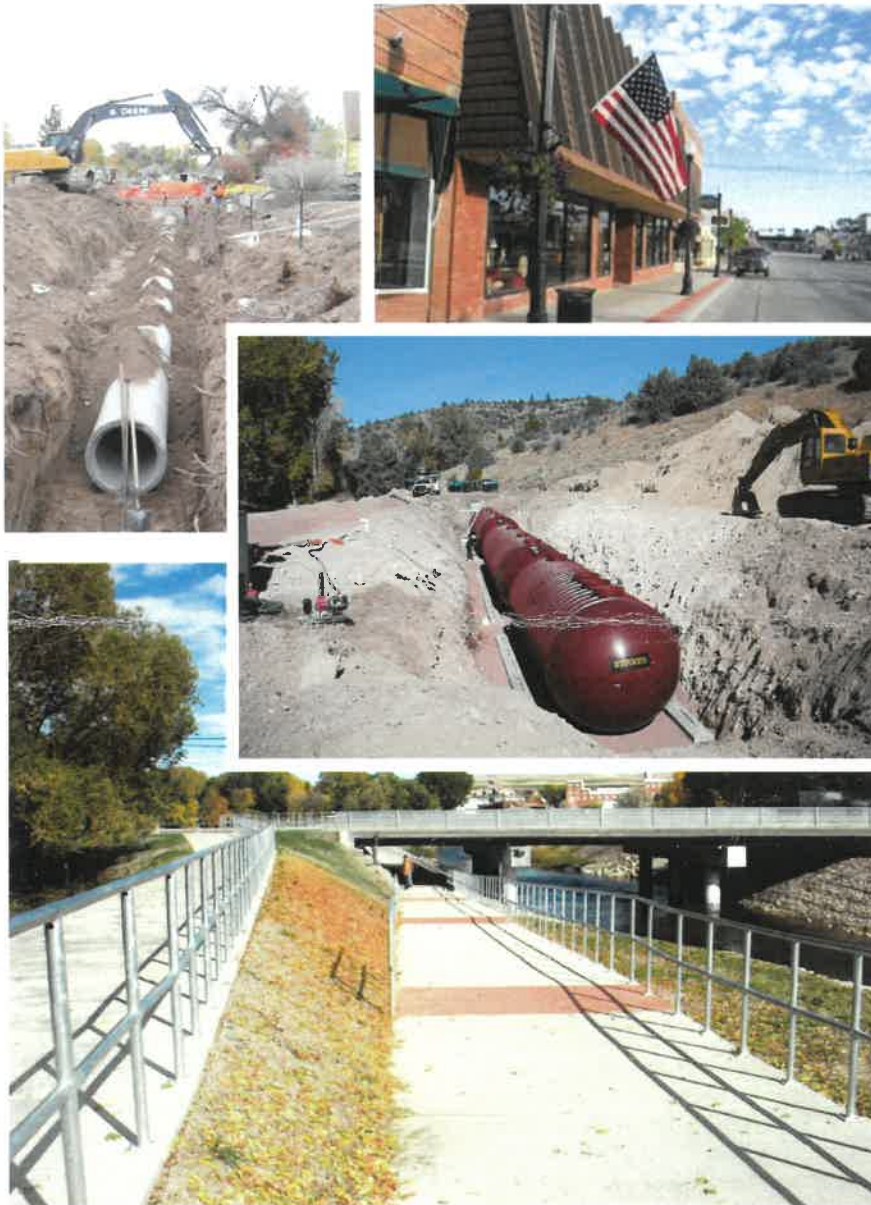
A handwritten signature in blue ink, appearing to read "Greg Reid", is written over a light blue horizontal line.

Greg Reid, P.E.
Billings Branch Manager
(406) 894-2210

Municipal Services

About WWC Engineering

WWC Engineering is a mid-size, multi-disciplinary engineering firm that has been serving the Rocky Mountain region since 1980. WWC's range of consulting services is broad, and WWC employs an exceptional staff that has worked on a multitude of projects, giving them experience from Planning to Design through Construction. WWC Engineering strives to give Municipalities the best available services possible and has extensive experience working with State and Federal Agencies, thus giving Municipalities a connection to much needed funding for projects within their community.



Services Provided:

- Transportation Engineering
- Bicycle and Pedestrian Pathways
- Water and Wastewater Systems
- Surveying
- Storm Water Management
- Groundwater Hydrology
- Public Involvement
- Floodplain Assessments
- Preliminary Engineering Reports
- Culvert & Bridge Replacements
- Environmental Services
- Solid Waste Management
- CADD & GIS Services
- Grant Writing/Administration
- Planning Services
- Subdivision & Zoning Review
- Growth Policies
- Subdivision Regulations
- Zoning Regulations
- Capital Improvement Plans
- Floodplain Administration

Municipal Services

WWC's Approach

WWC's staff has always maintained an open communication approach with all clients and understands the importance of providing quality services that are innovative and keep within budget constraints. WWC approaches all projects with an open mind and is aware that each Municipality strives to maintain its community character. WWC has been very successful in assisting Municipalities with obtaining funding for projects and strives to make projects affordable without compromising the quality of the project and/or service.



WWC Engineering
550 South 24th Street West, Suite 201
Billings, MT 59102
(406) 894-2210

See more of our work at:
www.WWCEngineering.com





CITY-COUNTY PLANNING BOARD

PO Box 305

CITY OF HARDIN / BIG HORN COUNTY

HARDIN MT 59034-0305

City County Planning Board Meeting

Date: August 10th, 2026

Location: City Chambers

Time: 7:00 PM

Absent: Michael Ebert

Vacant Seat(s): N/A

1. Call to Order Regular Meeting(7:00 PM)

The regular meeting of the City-County Planning Board was called to order at **7:00 PM** by the acting chairwoman Corrina Kuntz-Kirschenmann.

2. Approval of Minutes for 7/13/2026

- Motion: Karla Roods
 - Second: Larry Vandersloot
 - **Approved unanimously at 7:01pm on 8/10/2026.**
-

3. Financial Statement(s) (July 2026) & Bills to be Paid

- **Approved unanimously at 7:02pm (financial statement) & 7:03pm (bills to be paid) on 8/10/2026.**
-

4. Old Business

4.1 County Commissioners appointed member update:

Brian Seely has been appointed by the County Commissioners to the CCPB.

4.2 Code Enforcement Position Update:

No further updates.

4.3 Brownfield Study Update from City & County:

Nan Knight, representing Beartooth RCND, introduced herself to the board. Beartooth RCND is contracted to conduct EPA Brownfield studies. To date, they have completed five or six studies throughout Big Horn County.

- **Garryowen Site:** The site has met EPA standards following the removal of 25,000-gallon tanks. Only small areas of contamination were identified and addressed.
- **Carpenter Mill in Crow Agency:** Cleanup was completed at the 26,000-square-foot facility. Only two areas of asbestos were identified, with approximately \$1,200 in contamination-related costs.
- **Northern Cheyenne Muddy Hall:** The site was assessed and found to be clean.
- **Plenty Coop HS:** Approximately \$277,000 in contamination has been identified.
- **Helping Hands Food Bank in Hardin:** The Montana Department of Environmental Quality (DEQ) will conduct an assessment of the garden area. Beartooth RCND has been working on the site for approximately two years and completed the remediation plan last month. DEQ testing will determine the extent of contamination and the cleanup needed.
- **Old Lumber Mill in Lodge Grass:** With assistance from DEQ, an assessment was completed at the former lumber mill. Beartooth RCND is continuing to work on the remediation plan, and an additional study will be conducted to determine the extent of cleanup needed at the site.

Beartooth RCND has also been awarded another grant, which will begin in October. The **Hidden Treasures** program is a building assessment program for the Hardin area. Beartooth RCND, Montana DEQ, and the City of Hardin will partner to hold a community meeting to explain the program and its goals in October. The program will conduct a citywide assessment and prioritize buildings based on need. Phase I and Phase II environmental testing will then be conducted as appropriate. Tina Toyne serves on the Beartooth Board as a representative for the City of Hardin. Shaleen Old Coyote serves on the Board, as a representative for Big Horn County.

5. New Business**5.1 Variance Request from Debra Lee Hill-Scott:**

As discussed at the July meeting, Debra Lee Hill-Scott and Matthew Baker presented to the board for further discussion regarding the requested variance. The CCPB recommended that they present the application to the City Building Inspector and request that the variance be considered in accordance with City Code. This recommendation from the CCPB will be presented at the next City Council meeting. Following discussion, the CCPB voted unanimously to deny the variance application as presented to the board as of 8/10/2026 at 7:22pm.

5.2 Revision to the City of Hardin Zoning Ordinance:

As discussed at the July meeting, Mr. Cody Meek was added to the agenda for the CCPB's final review and vote regarding a proposed amendment to the City of Hardin Zoning Ordinance concerning cannabis businesses. Mr. Meek outlined the importance of the proposed addition and discussed several potential benefits to the community. He emphasized the potential for the new location to create approximately 10 jobs, with an emphasis on hiring locally. He also stated that allowing additional dispensaries could

increase competition, potentially lower prices, generate additional tax revenue, and provide an alternative to alcohol consumption. Mr. Meek further discussed the potential economic benefits of bringing the business into an appropriately zoned commercial area rather than requiring customers to access the location via a dirt road. He estimated that tax revenue could potentially increase by 4-8%. He also stated that the proposed location would remain in compliance with ADA requirements and would provide safer and more accessible access for customers. The CCPB reviewed the information presented by Mr. Meek and discussed the proposed amendment. On August 10, 2026, at 7:45 p.m., the CCPB voted **6 in favor and 1 opposed** to allow two medical marijuana dispensaries within the City limits, while leaving the remaining two dispensary opportunities available for the County. The proposed modification/amendment will be drawn up by Mr. Mandeville and forwarded for the next City Council meeting; for consideration and a final vote made by the City Council.

6. Announcements/Discussions:

- 2026 Taxable Valuation has been received. Request for amount of mills will be sent to County. This information will be included and added under new business for the next CCPB meeting.
- Will have more copies made of the County & City Growth Policies, City Growth Management Plan and the Hardin Visitor Center Update Presentation.
- **Big Horn Hospital Association offers self-order labs.** To help with rising costs, you are able to request lab draws locally.
- **Big Horn County has put in a crosswalk at the tennis courts,** to help ensure the safety of those attending the events located at the tennis courts on N Mitchell Ave in Hardin.
- **2026 Montana & Idaho Joint Annual Conference:** 9/9/2026 at 11:00am to 9/11/2026 at 4:00pm
CCPB will reimburse CCPB members' registration fees for the Conference
- Corrina will meet with Jacob tomorrow 8/11/2026, that is providing the training for the Conference.
- **City Council Meeting:** 8/18/2026 at 6:30pm in the City Chambers
- **Police Commission Meeting:** 8/11/2026
- **Next Meeting for CCPB:** 9/14/2026
Bill Hodges (Vice Chair) will lead meeting and Corrina Kirschenmann-Kuntz (Chair) will be joining on Zoom.

7. Adjournment

- Motion: Taylor Sidwell
- Second: Bill Hodges / Larry Vandersloot
- **The meeting was adjourned at 8:09pm on 8/10/2026.**





Subject: Invitation to Attend CTAP Workshop

Dear Hardin City Council,

On behalf of the City – County Planning Board, I am pleased to invite you to participate in the upcoming **CTAP Workshop**, which will be held on **October 14th, 2026 at 5:30pm at City of Hardin - Chambers Building**.

The workshop will provide an opportunity for local officials and community partners to learn more about CTAP, discuss local priorities and needs, and explore opportunities for collaboration and community support. Your participation and perspective as a local official would be greatly valued.

Workshop Details:

- **Date:** 10/14/2026
- **Time:** 5:30pm
- **Location:** City of Hardin – Chambers Building

We hope you will be able to join us and contribute to the discussion. Your involvement will help strengthen communication and collaboration among local leaders, community organizations, and other stakeholders.

Please contact **Corrina Kirschenmann-Kuntz** at **(406)679-2662** to RSVP.

Thank you for your continued service to our community. We look forward to seeing you at the CTAP Workshop.

Sincerely,

Alyssa Pitsch
Secretary of the City County Planning Board

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

Parties: Big Horn Association, a Montana domestic nonprofit organization

City of Hardin, a municipal corporation of the State of Montana.

I. RELEASE

For and in consideration of the covenants and conditions expressed herein, all of which are acknowledged by the parties to this agreement as being good and valuable consideration, the parties Big Horn Hospital Association (hereinafter "Hospital") and the City of Hardin (hereinafter "City") do hereby mutually release, acquit and forever discharge one another, their heirs, representatives, successors, assigns, agents, partners, insurers and attorneys of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses, and compensation, including attorney's fees, whether asserted or unasserted, on account of or in any way growing out of, any and all injuries, damages, and losses, known or unknown, existing or which may have arisen out of the outstanding balances for medical services for persons presented for treatment by the Hardin Police Department, up to the date of this Agreement, as further described, below.

II. DAMAGES

The undersigned recognize that Mont. Code Ann. § 7-32-2245(2) (2025), governs billing arrested or incarcerated person responsible for medical costs related to preexisting medical conditions, self-inflicted injuries, injuries incurred in the commission of a crime, injuries incurred in resisting arrest, and other reasons defined in said statute. It is the intent of the Parties that this Agreement and Mutual Release of Claims shall resolve all claims up through the date of this Agreement related to all medical costs incurred by persons arrested by Hardin Police Department, and that are within the defined medical costs found in § 7-32-2245. Parties agree, as a further consideration of this agreement, that this Release applies to any and all damages and/or losses resulting from the medical costs, even though now unanticipated, unexpected and unknown, as well as any and all damages and/or losses which have already developed and which are now known or anticipated.

III. STIPULATION

The parties hereto mutually agree and stipulate that this Settlement Agreement and Mutual Release of Claims fully and finally settles the issue over medical costs for arrested persons that appear for medical treatment up through the date of this Agreement. Each party shall pay their respective costs and attorney's fees.

IV. NO ADMISSION OF LIABILITY

It is understood and agreed by the parties that this settlement and release is a

compromise of doubtful and disputed claims and that neither this settlement nor any payment made pursuant to its terms shall constitute an admission of liability by any of the persons or entities hereby released, all of whom expressly deny liability.

V. CONSENT

We further state that we have each carefully read this Settlement Agreement, that our attorneys have explained the contents of this Settlement Agreement in its entirety to us, and that we sign this Settlement Agreement and Mutual Release voluntarily, it being our intention to be legally bound thereby. Our consent hereto is freely and voluntarily given, with the full knowledge that we may be uncertain as to the nature and extent of our damages or losses but desire nonetheless to settle and release all claims arising out of the outstanding balance for medical expenses described in Section I, above.

This Settlement Agreement shall be binding upon each of our heirs, representatives, successors, assigns, agents, and shareholders.

VI. ENTIRE AGREEMENT

The parties intend that the terms of this Settlement Agreement and any attachments hereto shall be and are the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Settlement Agreement and any attachments hereto shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, arbitral, or other legal proceeding involving this Settlement Agreement. All prior or contemporaneous representations, agreements, negotiations or understandings regarding the subject matter of this Settlement Agreement are hereby merged and integrated into and superseded by it.

VII. COVENANTS, TERMS AND CONDITIONS

1. City shall pay Hospital a one-time payment of twenty-five thousand dollars (\$25,000.00), due by June 30, 2027.
2. City shall pay Hospital four additional payments of ten thousand dollars (\$10,000.00) each, each payment due by December 31 of 2027, 2028, 2029 and 2030.
3. Parties agree that neither party will raise any claim against the other based upon the medical costs for persons arrested by or in pre-incarceration custody of the Hardin Police Department, as outlined in Mont. Code Ann § 7-32-2245(2) (2025), through the date of this Agreement
4. Hospital agrees it will cease billing the City for medical costs for persons detained, arrested, or otherwise in the custody of Hardin Police Department or

the Big Horn County Jail subsequent to arrest by the Hardin Police Department, specifically for those outlined in § 7-32-2245(2) (2025), such as preexisting conditions, self-inflicted injuries while in custody, injuries incurred while in custody if the injuries are not the result of negligent or intentionally torturous acts committed by the Hardin Police Department, injuries incurred during the commission of a crime or while unlawfully resisting arrest or attempting to avoid an arrest, any other injuries or illnesses that are not the responsibility of other entities as provided in § 7-32-2224 and § 7-32-2242(3). Big Horn Hospital is not precluded from billing the City for medical costs that are not specifically listed in § 7-32-2245(2).

5. Parties agree to work together as needed to facilitate appropriate payment of future Hospital medical charges for individuals in Hardin Police Department custody, including from the individual in custody, the City, Big Horn County, and/or Medicaid or other third-party payors. This release does not affect or impact in separate arrangements or agreements between the City and Big Horn County.

VIII. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

IX. ATTORNEYS' FEES AND COSTS

In the event either party brings suit to enforce any term or condition of this Settlement Agreement, the prevailing party shall be entitled to recover his/its reasonable attorneys' fees, costs and disbursements reasonably incurred therein.

X. AGREEMENT TO EXECUTE ADDITIONAL DOCUMENTS

The parties hereto agree to execute any additional documents necessary to effectuate the purpose and intent of this Settlement Agreement.

XI. SUCCESSORS

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of the Parties.

XII. MODIFICATION

Any changes or modifications to this Agreement must be in writing and signed by all the Parties to the Agreement or their authorized counsel.

XIII. **COUNTERPARTS**

This Agreement may be signed in counterparts and each signed counterpart shall be deemed an original hereof.

CAUTION: READ BEFORE SIGNING

BIG HORN HOSPITAL ASSOCIATION

DATED this _____ day of _____ 2026.

Signature

Title

STATE OF MONTANA)
 :SS.
County of _____)

On this _____ day of _____ 2026 before me a Notary Public for the state of Montana personally appeared _____, known to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that he or she executed the same. In witness whereof, I hereunto set my hand and affix my official seal the day and year first above written.

(SEAL)

Notary Public for the State of _____
Printed Name: _____
Residing at: _____
My Commission Expires: _____

CAUTION: READ BEFORE SIGNING

CITY OF HARDIN

DATED this ____ day of _____, 2026.

Riley Ramsey
Mayor, City of Hardin

Attest By:

Hardin City Clerk

STATE OF MONTANA)
 :SS.
County of _____)

On this ____ day of _____, 2026, before me a Notary Public for the state of Montana, personally appeared RILEY RAMSEY, known to me to be the person whose name is subscribed to the foregoing, and the mayor of the City of Hardin, and acknowledged to me that he executed the same. In witness whereof, I hereunto set my hand and affix my official seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana
Printed Name: _____
Residing at: _____
My Commission Expires: _____

INTERLOCAL AGREEMENT FOR DUMPSTER SERVICES

This Interlocal Agreement (hereinafter “Agreement”) dated this ____ day of _____, 2026 and made effective the 1st day of November, 2026, is made and entered into pursuant to the Montana Interlocal Cooperation Act [Montana Code Annotated § 7-11-101 et seq] between the City of Hardin, Montana (hereinafter “City”), with a mailing address of 406 North Cheyenne, Hardin, MT 59034 and Big Horn County, Montana (hereinafter County”) with a mailing address of P.O. Box 908, Hardin, MT 59034.

Whereas, City has maintains and operates a solid waste landfill in Big Horn County; and,

Whereas, City is in possession of three 40 yard dumpsters located at the City landfill for use by the public, but for which the City has no truck to lift, transport, or dump these dumpsters in the City owned landfill; and,

Whereas County is in possession of five 40 yard dumpsters, located at remote locations in Big Horn County: one at Decker, one at Lodge Grass, one at the County Shop in Hardin, one at the Fairview Cemetery, and one at the Big Horn County Fairgrounds, all which need to be emptied at the City landfill approximately once per year; and,

Whereas, County owns and operates a truck outfitted to lift, transport, and dump 40 yard dumpsters; and,

Whereas, it is in the best interests of both City and County to enter into this mutual agreement.

Now therefore, in consideration of the mutual covenants set forth herein it is hereby agreed:

1. Duration

The term of this Agreement shall be five (5) years commencing on the effective date hereof. The agreement shall automatically renew for a five-year term after the expiration of the previous term unless either party gives notice to the other party that the renewal is no longer desired or needed. Notice must be given by any party not less than 60 days prior to the expiration of the current term. This agreement may not renew more than a total of twenty years, including the initial term, and subsequent terms.

2. No separate legal entity

This Agreement does not create any separate legal entity.

3. Purpose of this Agreement

City shall accept solid waste from the five dumpsters in possession of the County, approximately once per year, at no charge to the County.

County shall lift, transport, dump, and replace the three dumpsters in possession of City, located at the public dumping area at the City landfill, and at the direction of City, as needed. County shall not charge City for this service.

4. Financing and Budgeting.

For services rendered by City, no separate budget other than the normal budget for City is needed, and City will establish and maintain that budget.

For services rendered by County, no separate budget other than the normal budget for the County is needed, and County will establish and maintain that budget.

5. Termination

- a. This Agreement may be terminated upon the occurrence of:
 - 1. Mutual agreement of the parties, in writing.
 - 2. City failing to perform its obligations, and after default following a written 30 day notice from County.
 - 3. County failing to perform its obligations, and after default following a written 30 day notice from City.
 - 4. It being understood and agreed that if either party believes there has been a failure by the other party to perform its obligations prior to any termination:
 - i. The performing party shall notify the non-performing party, in writing, of the failure to perform, and the necessary steps to correct the non-performance.
 - ii. Within thirty (30) days of receipt of the notice specifying the nature of the failure and the terms requested to resolve the non-performance, the non-performing party shall send notice to performing party that it will comply with the requested terms or that it will not comply with the requested terms and the reasons for non-compliance.

iii. If the parties are unsatisfied, and the non-performance is not satisfactorily corrected, either party may seek mediation to aid in resolution. If one party seeks mediation, the other party agrees to participate in mediation, but neither party is bound by such mediation.

iii. If mediation fails, either party may terminate this Agreement, or seek other legal remedies, as outlined in this Agreement.

5. The closure of the City landfill. In the event the City landfill is closed for weather, fire, flood, pandemic, epidemic, war, by regulatory command of any state or federal agency, Act of God, or any other legitimate reason, City has no obligation to perform so long as the landfill is closed. In the event of landfill closure, City agrees to make best efforts to reopen the landfill in a timely manner.

6. Administrator

City shall operate the landfill, and County shall operate the lift truck. No other administration is necessary to effect the purpose of this Agreement.

7. Disposal of Property

Upon termination all property, real or personal, used in accomplishing this Agreement shall be the property of the party owning or possessing the property prior to this Agreement, or obtained by each respective party during the term of this Agreement.

8. Responsible Party for Retirement Reporting and Contributions

Each party shall be responsible for reports and payment of retirement contributions pursuant to Montana Code Annotated § 19-2-506 for persons employed by the respective party.

9. Employment of certain positions

It is not anticipated that there will be employment of a teacher or specialist under Montana Code Annotated § 20-4-201, a superintendent under Montana Code Annotated § 20-4-401, or a professional person licensed under Title 37 and Montana Code Annotated.

10. No Damages

Except for any damages caused by a party by negligence or malicious act, no money judgement shall be entered against either party in favor of the other for breach or non-performance of this Agreement.

Notwithstanding the above, the parties agree that upon breach or other event that may trigger legal action, the parties are not precluded from seeking any other legal remedy, including specific performance.

11. Attorney's Fees or Costs

In the event of mediation to enforce rights under this Agreement, prior to the filing of a civil cause in any court, each party shall pay its own costs and expenses, including reasonable attorney's fees, incurred in connection with mediation. This paragraph does not require any party to seek mediation prior to filing a civil action. This paragraph does not apply to mediation ordered by any court, pursuant to a civil action.

If legal action is brought in a court of competent jurisdiction, in relation to this Agreement, the prevailing party is entitled to attorney's fees and costs.

12. No Third Party Beneficiary

This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the parties.

13. No Assignment

The parties may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, unless by express written permission of the other party.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

15. Amendment

This Agreement may be amended only by a written instrument signed by the Parties.

16. Notices

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

County: Big Horn County Commissioners
P.O. Box 908
Hardin, Montana 59034

City: City Hardin
406 North Cheyenne
Hardin, MT 59034

Service by mail shall be complete on deposit in any United States Post Office with the postage prepaid.

17. Binding Agreement.

- a. Each party has the authority to enter into this Agreement.
- b. The execution, delivery and performance of this Agreement has been duly and validly authorized.
- c. This Agreement has been duly executed and delivered.
- d. This Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

18. Equal Parties

City and County acknowledge and agree that the parties are experienced and competent in business and have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the party who drafted this Agreement.

19. Indemnification

Unless a loss, injury, death, or damage to any person or property is the direct result of the actions, failure to act, negligence, or malicious actions by City, City shall not be liable to County or any third party or parties for any loss,

injury, death, or damage to any person(s) or property from the performance of obligations in this Agreement, and for any period thereafter, during which the parties are executing the obligations of this Agreement beyond the termination date provided for herein.

City further agrees to indemnify, defend, and hold harmless County for any and all claims for loss, injury, death or damage whatsoever, including reasonable attorney's fees, to City and any third person(s) or their property caused by City, whether by act, omission, negligence, or malicious act, if the claim arises on City property, including the landfill. This indemnification shall survive the termination of this Agreement for a period of time needed to cover any and all claims against County that arise out of actions, omissions, negligence, or any other matter for which indemnification is given, during the time this Agreement was in effect, or the obligations were still being executed by the parties after the end of the term of this Agreement, but in no event longer than three (3) years after the last day this Agreement was in effect, or the obligations were still being executed by the parties after the end of the term of this Agreement.

Unless a loss, injury, death, or damage to any person or property is the direct result of the actions, failure to act, negligence, or malicious actions by County, County shall not be liable to City or any third party or parties for any loss, injury, death, or damage to any person(s) or property from the performance of obligations in this Agreement, and for any period thereafter,

during which the parties are executing the obligations of this Agreement beyond the termination date provided for herein.

County further agrees to indemnify, defend, and hold harmless City for any and all claims for loss, injury, death or damage whatsoever, including reasonable attorney's fees, to County and any third person(s) or their property caused by County, whether by act, omission, negligence, or malicious act, even if the claim arises on City property, including the landfill. This indemnification shall survive the termination of this Agreement for a period of time needed to cover any and all claims against City that arise out of actions, omissions, negligence, or any other matter for which indemnification is given, during the time this Agreement was in effect, or the obligations were still being executed by the parties after the end of the term of this Agreement, but in no event longer than three (3) years after the last day this Agreement was in effect, or the obligations were still being executed by the parties after the end of the term of this Agreement.

20. Insurance

Each party shall carry a public liability insurance policy of not less than One and One Half Million Dollars (\$1,500,000.00) and shall provide the other party of proof of such policy, upon demand.

21. Recitals

The Parties acknowledge and agree that the Recitals set forth at the beginning of this Agreement are true and to the extent that any speak to any

agreement by the Parties that such agreement is made as if set forth in full in this portion of this Agreement.

22. Laws

The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Dated this _____ day of _____ 2026.

Big Horn County by its Board of Commissioners

George Real Bird III, Chair

Larry Vandersloot, Member

Lawrence Pete Big Hair, Member

ATTEST:

City of Hardin

Riley Ramsey, Mayor

ATTEST:

City of Hardin Comprehensive Capital Improvements Plan (CIP)

Scope of Work and Cost Estimate

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

At-a-Glance Common Fees

Selected high-use fees from the full proposed schedule. Detailed triggers and related pass-through charges appear in the main schedule that follows.

Fee item	Proposed fee	Category	Notes
Pre-application meeting	First meeting free; each additional meeting \$100	Administrative / general policies	Applies to planning, subdivision, engineering, and zoning applications.
Public notice / mailing	Actual cost + \$10 per property owner or address	Administrative / general policies	Applies where mailed notice is required.
Outside professional / third-party review	Actual cost + 5% administrative fee	Administrative / general policies	City may require deposit before review, unused balance returned.
Minor subdivision preliminary plat	\$1,000 + \$75/lot	Subdivision review	5 or fewer lots; notice/mailling billed separately.
Major subdivision preliminary plat	\$1,500 + \$75/lot	Subdivision review	6 or more lots; notice/mailling billed separately.
Minor subdivision final plat	\$750 + \$50/lot	Subdivision review	Final plat after approved preliminary plat.
Major subdivision final plat	\$1,250 + \$50/lot	Subdivision review	Final plat after approved preliminary plat.
Subdivision exemption / boundary line adjustment / family transfer	\$200	Subdivision review	State-law exemptions; use lower fee for simple administrative review.
Conditional use permit - minor residential	\$750	Planning and zoning	Single-family or small residential CUP / special use where impacts are limited.
Conditional use permit - commercial / industrial / high-impact	\$1,250 + \$50/acre over 1 acre	Planning and zoning	For commercial, industrial, medical, golf course, or similar CUPs.
Variance - residential	\$500	Planning and zoning	Single-family or duplex residential variance; notice costs additional.
Variance - commercial / industrial / multi-family	\$1,000	Planning and zoning	Commercial, industrial, institutional, multi-family, or mixed-use variance; notice costs additional.
Zoning map amendment / zone change	\$1,000 + \$25/acre	Planning and zoning	Includes staff report, public notice coordination, and hearing processing; public notice/mailling billed separately.
Annexation with pre-zone / initial zoning	\$1,250 + \$25/acre	Planning and zoning	For annexation requiring initial zoning or concurrent map amendment.
Site plan review - commercial / multi-family under 1 acre	\$300	Planning and zoning	For commercial, industrial, institutional, multi-family, or mixed-use sites under 1 acre.
Site plan review - commercial / multi-family 1 acre or more	\$1,000	Planning and zoning	For larger site reviews; third-party engineering may be billed separately.
Water tap fee	\$350	Engineering and public works	Inspection/review fee only; materials and contractor costs separate.
Sewer tap fee	\$350	Engineering and public works	Inspection/review fee only; materials and contractor costs separate.
Floodplain development permit	\$300	Floodplain	For development in regulated floodplain/flood hazard area.
Permanent sign permit	\$100 + \$0.50/sq ft	Signs, fences, temporary uses	Per sign face unless code specifies otherwise; electrical permits separate.

Core Administrative Policies

Policy	Proposed fee / rule	Trigger / note	Priority
Pre-application meeting	First meeting free; each additional meeting \$100	Applies to planning, subdivision, engineering, and zoning applications.	Adopt now
Application completeness / intake fee	\$0	Do not charge for basic intake; collect actual application fee at submittal.	Adopt now
Public notice / mailing	Actual cost + \$10 per property owner or address	Applies where mailed notice is required.	Adopt now
Recording, state, federal, legal, surveyor, and publication costs	Actual cost	Applicant pays pass-through costs before final approval or recording.	Adopt now
Outside professional / third-party review	Actual cost + 5% administrative fee	City may require deposit before review; unused balance returned.	Adopt now
After-the-fact application	2x normal permit/application fee	Applies when work, use, construction, sign, grading, or occupancy begins before permit or approval.	Adopt now
Annual fee adjustment	CPI-U or 3%, whichever is greater; cap at 5%; round to nearest \$5	Effective July 1 annually unless Council amends by resolution.	Adopt now
Card / e-payment processing	Actual processing cost, not to exceed 3%	Charged only when paid by credit card or comparable electronic processor.	Adopt now
Re-noticing due to applicant revision or postponement	\$250	Charged when applicant change or delay requires new published or mailed notice; mailing/publication costs billed separately.	Adopt now
Staff research / special request	\$50/hour; 1-hour minimum	For written research or document review outside standard application processing.	Adopt now

Planning and zoning

Fee item	Proposed Hardin fee	Notes / trigger	Priority
New address assignment	\$25/address	Applies to new or corrected address assignment.	Adopt now
Zoning conformance / verification letter - residential	\$100	Written zoning verification for a single residential property.	Adopt now
Zoning conformance / verification letter - commercial or multi-family	\$250	Written zoning verification for commercial, industrial, multi-family, or mixed-use property.	Adopt now
Zoning map amendment / zone change	\$1,000 + \$25/acre	Includes staff report, public notice coordination, and hearing processing; public notice/mailling billed separately.	Adopt now
Zoning text amendment	\$1,000	Applicant-initiated text amendment.	Adopt now
Annexation	\$750 + \$25/acre	Use when annexation does not include a concurrent zone change or major development review.	Adopt now
Annexation with pre-zone / initial zoning	\$1,250 + \$25/acre	For annexation requiring initial zoning or concurrent map amendment.	Adopt now
Conditional use permit - minor residential	\$750	Single-family or small residential CUP / special use where impacts are limited.	Adopt now
Conditional use permit - major residential / public / quasi-public	\$1,000	Multi-family, schools, churches, public/quasi-public uses, or moderate-impact residential use.	Adopt now
Conditional use permit - commercial / industrial / high-impact	\$1,250 + \$50/acre over 1 acre	For commercial, industrial, medical, golf course, or similar CUP's.	Adopt now
Administrative conditional use permit	Residential \$250; commercial/industrial \$500	For applications eligible for administrative review.	Adopt now
CUP amendment	50% of current CUP fee	For major amendment; minor staff-level corrections may be no charge.	Adopt now
CUP extension	\$500	Extension request before expiration; new application required after expiration unless code allows otherwise.	Adopt now
Variance - residential	\$500	Single-family or duplex residential variance; notice costs additional.	Adopt now
Variance - commercial / industrial / multi-family	\$1,000	Commercial, industrial, institutional, multi-family, or mixed-use variance; notice costs additional.	Adopt now
Administrative adjustment	\$150	Minor administrative dimensional adjustment where code authorizes staff approval.	Adopt now
Appeal to board / council	\$750 or original application fee, whichever is less	Use for zoning appeal, staff decision appeal, or board appeal unless state law sets otherwise.	Adopt now
Growth policy / comprehensive plan amendment	\$1,500 + \$25/acre when parcel-specific	For applicant-initiated amendment; city-initiated amendments no fee.	Adopt now
PUD concept / preliminary review	\$1,000 + \$50/acre	Deduct \$200 if a subdivision preliminary plat is submitted concurrently.	Adopt now
PUD final review	\$750 + \$25/acre	Charged at final plan stage after concept/preliminary approval.	Adopt now
PUD major amendment	50% of current PUD fee	For material changes requiring board/council action.	Adopt now
Site plan review - residential	\$150	For residential site review not otherwise covered by building permit or subdivision review.	Adopt now
Site plan review - commercial / multi-family under 1 acre	\$300	For commercial, industrial, institutional, multi-family, or mixed-use sites under 1 acre.	Adopt now
Site plan review - commercial / multi-family 1 acre or more	\$1,000	For larger site reviews; third-party engineering may be billed separately.	Adopt now
Commercial site review - small tenant finish/change of use	\$250	For limited-review commercial changes without exterior/site changes.	Adopt now

Fee item	Proposed Hardin fee	Notes / trigger	Priority
Traffic impact study review	\$500 + \$100 per revision	Full traffic impact study review; third-party traffic engineer billed at actual cost if needed.	Adopt now
Traffic memo / update review	\$300	Minor traffic memo or update to prior study.	Adopt now

Subdivision review

Fee item	Proposed Hardin fee	Notes / trigger	Priority
Subdivision pre-application	\$200	Required before preliminary plat unless waived by staff.	Adopt now
Minor subdivision preliminary plat	\$1,000 + \$75/lot	5 or fewer lots; notice/mailling billed separately.	Adopt now
Major subdivision preliminary plat	\$1,500 + \$75/lot	6 or more lots; notice/mailling billed separately.	Adopt now
Major subdivision preliminary plat - 41 or more lots	\$2,500 + \$75/lot	For large plats with 41 or more lots; third-party review may be required.	Optional / phase in
Minor subdivision final plat	\$750 + \$50/lot	Final plat after approved preliminary plat.	Adopt now
Major subdivision final plat	\$1,250 + \$50/lot	Final plat after approved preliminary plat.	Adopt now
Preliminary plat waiver	\$750 + \$50/lot	Where allowed by state law and local regulations.	Adopt now
Final plat waiver	\$650 + \$50/lot	Where preliminary plat is waived and final review remains required.	Adopt now
Amended preliminary plat - conditions only	\$300	No lot reconfiguration or added lots.	Adopt now
Amended preliminary plat - reconfigured or added lots	\$500 + \$75/lot affected or added	Applies to material lot reconfiguration or added lots.	Adopt now
Preliminary plat extension	\$300	Extension request before expiration.	Adopt now
Subdivision variance	\$300/variance	Each subdivision variance request.	Adopt now
Subdivision exemption / boundary line adjustment / family transfer	\$200	State-law exemptions; use lower fee for simple administrative review.	Adopt now
Townhome / condominium exemption	\$500	Administrative review of exemption documents.	Adopt now
Subdivision improvements agreement	\$300	Agreement drafting/review; legal and engineering actual costs additional.	Adopt now
Subdivision improvements agreement extension	\$100	Extension of existing improvements agreement.	Adopt now
Mobile home park / campground preliminary review - 5 or fewer spaces	\$1,000 + \$75/space	Minor-scale park/campground review.	Adopt now
Mobile home park / campground preliminary review - 6 or more spaces	\$1,500 + \$75/space	Major-scale park/campground review.	Adopt now

Engineering and public works

Fee item	Proposed Hardin fee	Notes / trigger	Priority
Engineering administration fee	5% of applicable engineering or pass-through review fee	Applies to outside engineer, surveyor, or consultant review administered by City.	Adopt now
Water main extension plan review	\$300 + \$50/lot or service	City engineer review of plans; third-party review actual cost if required.	Adopt now
Sewer main extension plan review	\$300 + \$50/lot or service	City engineer review of plans; third-party review actual cost if required.	Adopt now
Subdivision stormwater plan review	\$750 + \$50/lot	Applies to subdivision stormwater infrastructure review.	Adopt now
Runoff / drainage management plan for existing lots	\$500	For construction or site changes on existing platted lots.	Adopt now
Water well, reservoir, or lift-station improvement plan review	\$750 each	Per facility type; third-party review actual cost if needed.	Adopt now
Other infrastructure plan review	Quoted deposit; actual cost + 5% admin	For improvements not listed; Public Works Director/City Engineer sets deposit based on expected review scope.	Adopt now
Infrastructure review base fee	\$750 + \$25/sheet	For large infrastructure plan sets requiring formal engineering review; final clean approved set no charge.	Optional / phase in
Infrastructure resubmittal review	\$50/sheet	Only revised sheets requiring re-review should be submitted.	Optional / phase in
Fireline review	\$300	Fireline, fire service, or comparable fire-protection utility review.	Optional / phase in
Water tap fee	\$350	Inspection/review fee only; materials and contractor costs separate.	Adopt now
Sewer tap fee	\$350	Inspection/review fee only; materials and contractor costs separate.	Adopt now
Meter pit / meter assembly	Actual cost + 5% admin	Materials, meter, pit, and appurtenances charged at actual cost plus admin fee.	Adopt now
Excavation permit application	\$50	Base application fee for excavation or right-of-way work.	Adopt now
Street right-of-way excavation - water/sewer service	\$250 + surface restoration fee	For excavation in street ROW for water/sewer; surface restoration charged separately.	Adopt now
Street right-of-way utility main permit	\$150 for 0-50 LF; \$200 for over 50 LF; plus restoration	For water, sewer, storm, gas, electric, phone, fiber, or cable main work.	Adopt now
Utility main trenching over 300 LF	\$1.10/LF over 300 LF	Additional lineal-foot charge for trenching beyond 300 LF.	Adopt now
Utility main boring over 300 LF	\$0.50/LF over 300 LF	Additional lineal-foot charge for boring beyond 300 LF.	Adopt now
All other street ROW permits / repairs	\$150 + surface restoration fee	For sidewalk, curb, driveway, asphalt, repair, or other ROW permit not separately listed.	Adopt now
Surface restoration - grass/unimproved	\$85 first 100 ft; \$1.10/ft over 100 ft	Applied to disturbed ROW or public easement surface restoration where City does not require actual-cost replacement.	Adopt now
Surface restoration - asphalt street/alley opening	\$200 first 100 ft; \$2.25/ft over 100 ft	Applied to asphalt opening where City does not require actual-cost replacement or a pavement degradation fee.	Adopt now
Surface restoration - gravel street/alley opening	\$140 first 100 ft; \$1.00/ft over 100 ft	Applied to gravel opening where City does not require actual-cost replacement.	Adopt now
Encroachment permit	\$75	Encroachment into public right-of-way or easement.	Adopt now
Storm drain connection	\$150	Connection to storm drain infrastructure.	Adopt now

Building permits and inspections

Fee item	Proposed Hardin fee	Notes / trigger	Priority
Building permit	Adopt current IBC/ICC valuation-based building permit table	Use the current adopted building code valuation table; minimum permit fee \$50 unless another line item is lower/no fee.	Adopt now
Residential plan review	50% of building permit fee	Charged where plan review is required.	Adopt now
Commercial plan review	65% of building permit fee	Charged where commercial plan review is required.	Adopt now
Re-Inspection	\$100 per inspection	Charged for failed inspection requiring repeat visit or inspection not ready.	Adopt now
Work started without permit	2x building permit fee	Applies in addition to normal plan review, inspection, and pass-through costs.	Adopt now
Residential demolition permit	\$250	For residential demolition; asbestos/utility disconnection documentation may be required.	Adopt now
Commercial demolition permit	\$500 or valuation-based permit fee, whichever is greater	For commercial, industrial, institutional, or multi-family demolition.	Adopt now
Fence permit	\$50	Applies to new fence or wall where permit is required.	Adopt now
Deck permit	\$50 minimum or valuation-based fee, whichever is greater	Waive if code exempts the deck or no permit is required.	Optional
Shed under 300 sf / carport / patio with no utility or structural review	\$0 if exempt; otherwise valuation-based permit	Keeps small accessory projects simple while preserving code compliance.	Adopt now
Temporary structure permit	\$150	Temporary structure needing code or site review.	Adopt now
Window/door replacement with no structural modification	\$75	Per structure or building; no structural modification.	Adopt now

Floodplain

Fee item	Proposed Hardin fee	Notes / trigger	Priority
Floodplain development permit	\$300	For development in regulated floodplain/flood hazard area.	Adopt now
After-the-fact floodplain permit	\$750 or 2x normal fee, whichever is greater	For floodplain work started before permit issuance.	Adopt now
Letter of Map Amendment / Map Revision review	\$250 + FEMA/consultant costs	Local review/coordination; FEMA and outside professional costs pass through.	Adopt now
Floodplain variance / appeal	\$750	Board review; notice/mailling billed separately.	Adopt now
Written floodplain determination	\$50	Written staff determination; more complex reviews billed as staff research or third-party review.	Adopt now

Signs, fences, temporary uses

Fee item	Proposed Hardin fee	Notes / trigger	Priority
Permanent sign permit	\$100 + \$0.50/sq ft	Per sign face unless code specifies otherwise; electrical permits separate.	Adopt now
Temporary sign permit	\$50	For temporary signs requiring permit.	Adopt now
Sign variance	Residential/nonprofit \$500; commercial \$750 + \$100/sign, max \$1,500	Notice/mailling billed separately.	Adopt now
Home occupation	\$100	Administrative review of home occupation where code requires approval.	Adopt now
Temporary use permit - residential/nonprofit/short event	\$100	Events, temporary sales, or temporary uses up to code-defined duration.	Adopt now
Temporary use permit - commercial	\$300	Commercial temporary use up to code-defined duration.	Adopt now
Outdoor seating permit	\$200 + \$25/day for temporary events	For outdoor seating encroachment or seasonal/semi-permanent seating where code requires approval.	Optional
Short-term rental permit	\$150	Only if Hardin regulates short-term rentals by permit.	Optional

Copies, records, and miscellaneous

Fee item	Proposed Hardin fee	Notes / trigger	Priority
Planning copies - letter/legal	\$0.25/page after first 3 pages	No charge for first three pages when staff time is minimal.	Adopt now
Large-format copies - 11x17	\$3/page	For maps and plan sheets.	Adopt now
Large-format copies - 24x36	\$17/page	For full-size plan sheets.	Adopt now
Large-format copies - 36x42	\$25/page	For oversized plan sheets.	Adopt now
Custom map / GIS / plan research	\$50/hour	Use for custom work not covered by standard copy charges.	Adopt now
Returned check / failed payment	\$50	Charged for returned check or failed ACH/card payment where allowed.	Adopt now

Deferred - impact / system development fees

Fee item	Proposed Hardin fee	Notes / trigger	Priority
Water system development / impact fee	Defer - separate nexus study required	Do not adopt peer dollar amounts without local capital-facilities/nexus analysis.	Defer
Sewer system development / impact fee	Defer - separate nexus study required	Do not adopt peer dollar amounts without local capital-facilities/nexus analysis.	Defer
Parks / fire / transportation impact fees	Defer - separate nexus study required	Consider only after legal and fiscal review of local capital needs and Montana requirements.	Defer

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.: 15 Application Date: 9/28/2026 Application Period: From 9/1/2026 to 9/30/2026																													
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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: 9/30/26																													
Recommended by Engineer By: Title: Chief Operating Officer Date: 9/30/2026	Approved by Owner By: _____ Title: _____ Date: _____																												
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ 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.:	15	Application Period:	From	09/01/26	to	09/30/26	Application Date:	09/28/26
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	338,951.00	3,000.00		341,951.00	99%	4,017.00
2	Mobilization Subs	153,630.00	144,572.60	5,000.00		149,572.60	97%	4,057.40
3	General Conditions	470,488.00	469,744.00	-		469,744.00	100%	744.00
4	Divisions 1 (16 Months)	1,813,900.00	1,553,748.00	85,000.00		1,638,748.00	90%	175,152.00
5	Demobilization	138,387.00				-	0%	138,387.00
	HEADWORKS					-		-
6	Excavation	170,000.00	167,500.00	-		167,500.00	99%	2,500.00
7	Building Work Concrete	299,288.00	298,750.00	538.00		299,288.00	100%	-
	HEADWORKS MECHANICAL							
8	Labor	22,317.00		2,300.00		2,300.00	10%	20,017.00
9	Material	13,911.00	6,955.00	3,500.00		10,455.00	75%	3,456.00
10	Equipment	144,920.00		101,500.00		101,500.00	70%	43,420.00
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	2,215.00	-		2,215.00	100%	-
15	Project Management	50,550.00	15,000.00	10,000.00		25,000.00	49%	25,550.00
	HEADWORKS ELECTRICAL							
16	Light Fixtures	18,000.00	10,200.00	-		10,200.00	57%	7,800.00
17	Switchgear	75,000.00	32,206.78	11,000.00		43,206.78	58%	31,793.22
18	Controls	110,000.00				-	0%	110,000.00
19	Material	72,500.00	25,172.00	9,000.00		34,172.00	47%	38,328.00
20	Labor	115,000.00	36,530.00	5,500.00		42,030.00	37%	72,970.00
	HEADWORKS BUILDING CONSTRUCTION					-		
21	Precast Wall Panels	235,000.00	235,000.00	-		235,000.00	100%	-
22	Labor	120,000.00	95,000.00	6,000.00		101,000.00	84%	19,000.00
23	Cabinets	33,000.00	5,701.00	-		5,701.00	17%	27,299.00
24	Roofing	97,500.00	20,000.00	-		20,000.00	21%	77,500.00
25	Doors	25,000.00				-	0%	25,000.00
26	Metal Works/Decking/Fiberglass	130,000.00	13,000.00	-		13,000.00	10%	117,000.00
27	Fire Stop and Sealants	12,000.00				-	0%	12,000.00
28	Mechanical Hardware	975,000.00	92,000.00	107,500.00		199,500.00	20%	775,500.00
29	Labor	93,000.00	21,000.00	18,000.00		39,000.00	42%	54,000.00
30	Plumbing	65,000.00	40,000.00	-		40,000.00	62%	25,000.00

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.:	15	Application Period:	From	09/01/26	to	09/30/26	Application Date:	09/28/26
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 (\$)				
	ADMIN/UV							
31	Excavation	45,000.00	38,606.00	-		38,606.00	86%	6,394.00
32	Concrete Work	250,000.00	214,500.00	30,000.00		244,500.00	98%	5,500.00
	ADMIN/UV MECHANICAL							
33	Labor	23,530.00		2,400.00		2,400.00	10%	21,130.00
34	Material	12,000.00	6,000.00	3,000.00		9,000.00	75%	3,000.00
35	Equipment	28,237.00		11,300.00		11,300.00	40%	16,937.00
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	9,119.00	4,200.00		13,319.00	26%	37,231.00
	ADMIN/UV ELECTRICAL							
39	Light Fixtures	9,200.00				-	0%	9,200.00
40	Switchgear	145,000.00		36,000.00		36,000.00	25%	109,000.00
41	Controls	165,000.00				-	0%	165,000.00
42	Materials	48,000.00	15,300.00	-		15,300.00	32%	32,700.00
43	Labor	81,000.00	27,598.00	5,500.00		33,098.00	41%	47,902.00
	ADMIN/UV BUILDING CONSTRUCTION							
44	Precast Wall Panels	95,000.00	95,000.00	-		95,000.00	100%	-
45	Labor	60,000.00	30,000.00	15,000.00		45,000.00	75%	15,000.00
46	Roofing	43,500.00				-	0%	43,500.00
47	Cabinets	12,000.00				-	0%	12,000.00
48	Doors	12,600.00				-	0%	12,600.00
49	Metal Works/Decking/Fiberglass	50,100.00	5,010.00	-		5,010.00	10%	45,090.00
50	Fire Stop and Sealants	5,000.00				-	0%	5,000.00
51	Mechanical	360,000.00	308,270.00	25,000.00		333,270.00	93%	26,730.00
52	Plumbing	7,000.00	4,000.00	-		4,000.00	57%	3,000.00
53	Material	8,000.00	6,000.00	-		6,000.00	75%	2,000.00
54	Labor	5,000.00		1,000.00		1,000.00	20%	4,000.00
	ADMIN/UV BUILDING ELECTRICAL							
55	Light Fixtures	32,150.00	12,800.00	-		12,800.00	40%	19,350.00
56	Switchgear	134,000.00				-	0%	134,000.00
57	Controls	220,000.00				-	0%	220,000.00
58	Generator	246,150.00				-	0%	246,150.00
59	Material	100,000.00	74,562.00	-		74,562.00	75%	25,438.00
60	Labor	225,000.00	28,840.00	-		28,840.00	13%	196,160.00

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.: 15 Application Period: From 09/01/26 to 09/30/26 Application Date: 09/28/26

A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)						
61	Labor to Move Blowers	5,000.00	4,200.00				4,200.00	84%	800.00
	CLARIFIER COMPLEX						-		-
62	Material	15,000.00	12,000.00		-		12,000.00	80%	3,000.00
63	Labor	50,000.00	41,200.00		-		41,200.00	82%	8,800.00
64	Excavation	203,000.00	194,200.00		-		194,200.00	96%	8,800.00
65	Concrete Work	675,000.00	675,000.00		-		675,000.00	100%	-
	CLARIFIER COMPLEX ELECTRICAL								
66	Material	30,000.00	6,200.00		-		6,200.00	21%	23,800.00
67	Labor	25,000.00	2,865.00				2,865.00	11%	22,135.00
	CLARIFIER 1 NEW CLARIFIER								
68	Labor	75,000.00	19,500.00		-		19,500.00	26%	55,500.00
69	Material	495,000.00	405,775.00		-		405,775.00	82%	89,225.00
	CLARIFIERS 2 AND 3								
70	Labor	55,000.00	10,000.00		-		10,000.00	18%	45,000.00
71	Material	310,000.00					-	0%	310,000.00
72	Coatings	100,000.00					-	0%	100,000.00
	RAS VAULT & LIFT STATION								
73	Material	270,700.00					-	0%	270,700.00
74	Concrete Work	112,000.00	52,500.00		-		52,500.00	47%	59,500.00
75	Excavation	25,000.00	14,000.00		3,000.00		17,000.00	68%	8,000.00
76	Labor/Demo	12,000.00	2,000.00		4,000.00		6,000.00	50%	6,000.00
	RAS VAULT & LIFT STATION ELECTRICAL								
77	Electrical	2,500.00	900.00		-		900.00	36%	1,600.00
78	Labor	8,500.00	8,000.00		-		8,000.00	94%	500.00
	DIGESTER								
79	Material	405,000.00					-	0%	405,000.00
80	Coatings	20,000.00					-	0%	20,000.00
81	Labor	55,000.00	7,000.00		-		7,000.00	13%	48,000.00
	DIGESTER ELECTRICAL								
82	Material	2,500.00	1,300.00		-		1,300.00	52%	1,200.00
83	Labor	8,500.00	5,800.00		-		5,800.00	68%	2,700.00
	OXIDATION DITCH								
84	Demo	92,645.00					-	0%	92,645.00
85	Concrete Work	75,000.00	67,000.00		-		67,000.00	89%	8,000.00
86	Material	205,000.00					-	0%	205,000.00

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.:	15	Application Period:	From	09/01/26	to	09/30/26	Application Date:	09/28/26
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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 (\$)					
87	Metal Fab and Install	75,000.00	10,000.00	-		10,000.00	13%	65,000.00	
88	Labor	33,000.00	5,000.00	-		5,000.00	15%	28,000.00	
89	Coatings	75,000.00				-	0%	75,000.00	
	OXIDATION DITCH ELECTRICAL								
90	Material	2,500.00	2,562.00	(62.00)		2,500.00	100%	-	
91	Labor	8,500.00	13,840.00	(5,340.00)		8,500.00	100%	-	
	SITEWORK/PIPE WORK								
92	Site Material	750,000.00	712,000.00	21,000.00		733,000.00	98%	17,000.00	
93	Labor/Equipment	390,000.00	355,790.00	12,000.00		367,790.00	94%	22,210.00	
94	Concrete Work	150,000.00	25,000.00	-		25,000.00	17%	125,000.00	
95	Bypass Pumping	300,000.00	291,500.00	2,500.00		294,000.00	98%	6,000.00	
96	Shoring	250,000.00	250,000.00	-		250,000.00	100%	-	
	SITEWORK/PIPE WORK ELECTRICAL								
97	Material	54,750.00	53,645.00	-		53,645.00	98%	1,105.00	
98	Labor	122,000.00	92,300.00	9,300.00		101,600.00	83%	20,400.00	
Original Contract Totals		\$ 13,838,736.00	\$ 7,839,927.38	\$ 547,636.00	\$ -	\$ 8,387,563.38	61%	\$ 5,451,172.62	

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.:	15	Application Period:	From	09/01/26	to	09/30/26	Application Date:	09/28/26
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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 (\$)				
Change Orders								
1	Change Order 1 for \$453,000 Included In Original Contract Values per Approved SOV					-		-
2	Pipe seperation and clarifier clean up	71,800.00	71,000.00	-		71,000.00	99%	800.00
3	Mods 3,4,5,7 &8	13,887.75	13,887.75	-		13,887.75	100%	-
4	CPR #5	15,829.48		10,000.00		10,000.00	63%	5,829.48
5	Mod 11,12 & 13- CPR's 2, 7 & 4	35,420.54		30,000.00		30,000.00	85%	5,420.54
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Change Order Totals		\$ 136,937.77	\$ 84,887.75	\$ 40,000.00	\$ -	\$ 124,887.75	91%	\$ 12,050.02
Original Contract and Change Orders								
Project Totals		\$ 13,975,673.77	\$ 7,924,815.13	\$ 587,636.00	\$ -	\$ 8,512,451.13	61%	\$ 5,463,222.64



2925 NE Alcock Dr Ste 140, Hillsboro, OR 97124-7523 866-615-8130

INVOICE**Remit To** Oldcastle Infrastructure
P.O. BOX 742387
Los Angeles, CA 90074**Bill To :**
NORTHCON, Inc.
10615 N GOVERNMENT WAY
Hayden, ID 83835-8027**Sold To : #1010211794**
NORTHCON, Inc.
10615 N GOVERNMENT WAY
Hayden, ID 83835-8027**Ship To : #1010211794**
Hardin WWTP
377 Woodley Ln
Hardin, MT 59034-2120**Job Name:****Payment Terms:** CUT25NET30**Customer Contact:****Customer Exempt:****Phone:**

Invoice No.	Date	Order No.	Customer Ref.	Inco Terms
9000185567	08/26/2026	51254	HAY502	FOB JOBSITE

Packing Slip(s):**Billing Note:**

Item	Product	Description	Qty	Customer Item	Taxable	Unit Price	Amount
20	SV10001137	SpiraSnail Compact	1 EA			68,611.40/EA	68,611.40
51	SV10001148	Control Panel	1 EA			35,509.50/EA	35,509.50
50	SV10001004	Freight SpiraSnail Compact	1 EA			2,717.00/EA	2,717.00
60	SV10001004	Freight Control Panel	1 EA			650.00/EA	650.00

Subtotal	:	107,487.90
Tax	:	0.00
Total Amount Due by	:	USD 107,487.90
09/24/2026		

Minimum 10% handling charge on all returned goods. No goods to be returned without consent. Give as reference our invoice number and date. Claims for damages, back charges for labor, other expenses, will not be allowed unless authorized in writing by the seller. The articles and/or services covered by this invoice were produced in compliance with the Federal Labor Standards Act of 1938, as amended.

The Customer agrees:

- 1) THAT THE ABOVE TOTAL IS PAST DUE IF NOT PAID WITHIN 30 DAYS OF DATE OF THIS INVOICE.
- 2) TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON ANY PAST DUE AMOUNT.

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



Invoice 1052

Bill to: Northcon, Inc. 10615 N. Government Way Hayden, ID 83835	Job: 25002 Hardin WWTP
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Invoice #: 1052	Date: 09/23/26	Customer P.O. #: WPCSRF Project #C301316
Payment Terms: Net 30 days		Salesperson:
Customer Code: NORCON		

Remarks: Hardin WWTP-Progress Billing through 9.21.26-Pay App #12

Quantity	Description	U/M	Unit Price	Extension
1.000	Mobilization		2,000.000	2,000.00
1.000	Headworks: Labor, 8.24.26-9.20.26		3,487.500	3,487.50
1.000	Headworks: Switchgear, 8.18.26-9.21.26		10,789.120	10,789.12
1.000	Headworks: Materials, 8.18.26-9.21.26		8,919.120	8,919.12
1.000	Electrical Bldg: Switchgear, 8.18.26-9.2		35,689.970	35,689.97
1.000	Electrical Bldg: Labor, 8.24.26-9.20.26		5,362.500	5,362.50
1.000	Sitework: Labor, 8.24.26-9.20.26		9,262.500	9,262.50
Subtotal:				75,510.71
Less Retention:				-3,775.54
Total:				71,735.17
Current Due:				71,735.17

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



INVOICE
200 / 50018784
Original

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
839 STATE ROUTE 13
CORTLAND, NEW YORK 13045
USA
T: 1-866-388-0488
www.trojantechnologies.com

Sold to
NORTHCON INC
10615 N GOVERNMENT WAY
Hayden ID 83835-7473
UNITED STATES

Ship to
NORTHCON INC
377 WOODLEY LANE
Hardin MT 59034-0001
UNITED STATES

Cust. Service Contact	: tuvcustomerservice@trojantechnologies.com	Sales Order	: 200000355
Invoice Contact	: TTCorp.AR@trojantechnologies.com	Order Date	: 09-29-2025
Our VAT/TAX No	: 85-3985494	Invoice Date	: 09-01-2026
Payment Terms	: 0% / 00 / 30 net	Final Destination Country	: US
Delivery Terms	: DELIVERED DUTY PAID	Customer No	: 100007652
Carrier/LSP	:	Customer PO	:
Packing Slip	: OS0010012	Shipment Date	:
		Sold To VAT/TAX No	:
		Ship To VAT/TAX No	:

Hardin/Montana, US/UV3Plus/141100265
Shipping Contact: Evan Donnot, (208) 449-2504, Evan.Donnot@northconinc.com

Line Item Description	Project	Ordered Quantity Delivered Quantity	Price Discount	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
1		0.00		0.00	0.00%	
RETAINAGE		0.00	0.00/	15,930.00	0.00	15,930.00
TB 60D a/f ship or Acceptance						
	Goods	0.00	Discount	0.00	Tax Amount	Total USD
	Costs	0.00	Subtotal	15,930.00	0.00	15,930.00
				Amount	Tax	Total
		Current Invoice	5.00 %	15930.00	0.00	15930.00
		Previously Invoiced	95.00 %	302670.00	0.00	302670.00
		To be Invoiced	0.00 %	0.00	0.00	0.00



INVOICE
200 / 50018784
Original

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
839 STATE ROUTE 13
CORTLAND, NEW YORK 13045
USA
T: 1-866-388-0488
www.trojantechnologies.com

FOR CHECK PAYMENT:

TROJAN TECHNOLOGIES CORP
P.O. BOX 411691
BOSTON, MA
02241-1691

FOR USD WIRE PAYMENT:

BANK OF AMERICA
ACCOUNT # 8765529762
SWIFT CODE: BOFAUS3N
ABA ROUTING # 026009593
BENEFICIARY: TROJAN TECHNOLOGIES CORP

FOR CARRIER ONLY (FedEx, UPS, etc):

BANK OF AMERICA LOCKBOX SERVICES
TROJAN TECHNOLOGIES CORP 411691
MA5-527-02-07
2 MORRISSEY BLVD
DORCHESTER, MA 02125

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/policies/terms-and-conditions-of-sale



4381 US Hwy 64, Kirtland, NM 87417
Office: 505-598-5730 x123

CUSTOMER ESTIMATE

**** Good for 30 days from date shown below ****

Sales Representative: Grant Bessey

Cell Phone #: 505-215-4940

eMail: g.bessey@desertmtncorp.com

Bill to:	Hardin, City of	Ship to:	Hardin City of	Date:	
	406 N. Cheyenne		406 N. Cheyenne		9/25/2026
	Hardin MT		Hardin	STATE:	MT
	ZIP:		ZIP:		59034
Sales Tax ID#:		County:	Big Horn	PURCHASE ORDER #	
AP Name:	Michael Huff	Site Contact:	Michael Huff		
AP Phone#:	406-665-9260	Site Phone#:	406-665-9260 ext 118	FSC=\$3.36/pl Base Rate	
AP eMail:	publicworks@hardinmontana.gov	Site eMail:	publicworks@hardinmontana.gov	PADD4	Gal

~ INTERNAL USE ONLY ~	DMC Location Code	UT05	Mileage from UT05	747	~ INTERNAL USE ONLY ~
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[illegible]

* Fuel Surcharge May be applied if fuel goes above the per gallon price of \$3.36

**** Sales Tax Not Included**

SUBTOTAL	9,227.52
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Sales Tax Not Included

*** *Subject to a 5% Variance on Bulk Load Volumes*

**** Any Stand-by Time associated with contractor delays (pre-watering not complete, shutdowns, etc...) will be charged at \$150 per hour

Job Description and Special Notes

[illegible]

When placing Order you MUST sign Here————>

Signature and Title

Date _____

Current Price of Fuel and Associated FSC per Ton of Product

\$/Gal	FSC/T	\$/Gal	FSC/T	\$/Gal	FSC/T	\$/Gal	FSC/T	\$/Gal	FSC/T	\$/Gal	FSC/T	\$/Gal	FSC/T
3.37	0.14	3.87	6.91	4.37	13.68	4.87	20.45	5.37	27.22	5.87	34.00	6.37	40.77
3.38	0.27	3.88	7.04	4.38	13.82	4.88	20.59	5.38	27.36	5.88	34.13	6.38	40.90
3.39	0.41	3.89	7.18	4.39	13.95	4.89	20.72	5.39	27.50	5.89	34.27	6.39	41.04
3.40	0.54	3.90	7.31	4.40	14.09	4.90	20.86	5.40	27.63	5.90	34.40	6.40	41.17
3.41	0.68	3.91	7.45	4.41	14.22	4.91	20.99	5.41	27.77	5.91	34.54	6.41	41.31
3.42	0.81	3.92	7.58	4.42	14.36	4.92	21.13	5.42	27.90	5.92	34.67	6.42	41.45
3.43	0.95	3.93	7.72	4.43	14.49	4.93	21.26	5.43	28.04	5.93	34.81	6.43	41.58
3.44	1.08	3.94	7.86	4.44	14.63	4.94	21.40	5.44	28.17	5.94	34.94	6.44	41.72
3.45	1.22	3.95	7.99	4.45	14.76	4.95	21.54	5.45	28.31	5.95	35.08	6.45	41.85
3.46	1.35	3.96	8.13	4.46	14.90	4.96	21.67	5.46	28.44	5.96	35.22	6.46	41.99
3.47	1.49	3.97	8.26	4.47	15.03	4.97	21.81	5.47	28.58	5.97	35.35	6.47	42.12
3.48	1.63	3.98	8.40	4.48	15.17	4.98	21.94	5.48	28.71	5.98	35.49	6.48	42.26
3.49	1.76	3.99	8.53	4.49	15.31	4.99	22.08	5.49	28.85	5.99	35.62	6.49	42.39
3.50	1.90	4.00	8.67	4.50	15.44	5.00	22.21	5.50	28.99	6.00	35.76	6.50	42.53
3.51	2.03	4.01	8.80	4.51	15.58	5.01	22.35	5.51	29.12	6.01	35.89	6.51	42.66
3.52	2.17	4.02	8.94	4.52	15.71	5.02	22.48	5.52	29.26	6.02	36.03	6.52	42.80
3.53	2.30	4.03	9.07	4.53	15.85	5.03	22.62	5.53	29.39	6.03	36.16	6.53	42.94
3.54	2.44	4.04	9.21	4.54	15.98	5.04	22.75	5.54	29.53	6.04	36.30	6.54	43.07
3.55	2.57	4.05	9.35	4.55	16.12	5.05	22.89	5.55	29.66	6.05	36.43	6.55	43.21
3.56	2.71	4.06	9.48	4.56	16.25	5.06	23.03	5.56	29.80	6.06	36.57	6.56	43.34
3.57	2.84	4.07	9.62	4.57	16.39	5.07	23.16	5.57	29.93	6.07	36.71	6.57	43.48
3.58	2.98	4.08	9.75	4.58	16.52	5.08	23.30	5.58	30.07	6.08	36.84	6.58	43.61
3.59	3.12	4.09	9.89	4.59	16.66	5.09	23.43	5.59	30.20	6.09	36.98	6.59	43.75
3.60	3.25	4.10	10.02	4.60	16.80	5.10	23.57	5.60	30.34	6.10	37.11	6.60	43.88
3.61	3.39	4.11	10.16	4.61	16.93	5.11	23.70	5.61	30.47	6.11	37.25	6.61	44.02
3.62	3.52	4.12	10.29	4.62	17.07	5.12	23.84	5.62	30.61	6.12	37.38	6.62	44.15
3.63	3.66	4.13	10.43	4.63	17.20	5.13	23.97	5.63	30.75	6.13	37.52	6.63	44.29
3.64	3.79	4.14	10.56	4.64	17.34	5.14	24.11	5.64	30.88	6.14	37.65	6.64	44.43
3.65	3.93	4.15	10.70	4.65	17.47	5.15	24.24	5.65	31.02	6.15	37.79	6.65	44.56
3.66	4.06	4.16	10.84	4.66	17.61	5.16	24.38	5.66	31.15	6.16	37.92	6.66	44.70
3.67	4.20	4.17	10.97	4.67	17.74	5.17	24.52	5.67	31.29	6.17	38.06	6.67	44.83
3.68	4.33	4.18	11.11	4.68	17.88	5.18	24.65	5.68	31.42	6.18	38.20	6.68	44.97
3.69	4.47	4.19	11.24	4.69	18.01	5.19	24.79	5.69	31.56	6.19	38.33	6.69	45.10
3.70	4.61	4.20	11.38	4.70	18.15	5.20	24.92	5.70	31.69	6.20	38.47	6.70	45.24
3.71	4.74	4.21	11.51	4.71	18.28	5.21	25.06	5.71	31.83	6.21	38.60	6.71	45.37
3.72	4.88	4.22	11.65	4.72	18.42	5.22	25.19	5.72	31.96	6.22	38.74	6.72	45.51
3.73	5.01	4.23	11.78	4.73	18.56	5.23	25.33	5.73	32.10	6.23	38.87	6.73	45.64
3.74	5.15	4.24	11.92	4.74	18.69	5.24	25.46	5.74	32.24	6.24	39.01	6.74	45.78
3.75	5.28	4.25	12.05	4.75	18.83	5.25	25.60	5.75	32.37	6.25	39.14	6.75	45.92
3.76	5.42	4.26	12.19	4.76	18.96	5.26	25.73	5.76	32.51	6.26	39.28	6.76	46.05
3.77	5.55	4.27	12.33	4.77	19.10	5.27	25.87	5.77	32.64	6.27	39.41	6.77	46.19
3.78	5.69	4.28	12.46	4.78	19.23	5.28	26.01	5.78	32.78	6.28	39.55	6.78	46.32
3.79	5.82	4.29	12.60	4.79	19.37	5.29	26.14	5.79	32.91	6.29	39.69	6.79	46.46
3.80	5.96	4.30	12.73	4.80	19.50	5.30	26.28	5.80	33.05	6.30	39.82	6.80	46.59
3.81	6.09	4.31	12.87	4.81	19.64	5.31	26.41	5.81	33.18	6.31	39.96	6.81	46.73
3.82	6.23	4.32	13.00	4.82	19.77	5.32	26.55	5.82	33.32	6.32	40.09	6.82	46.86
3.83	6.37	4.33	13.14	4.83	19.91	5.33	26.68	5.83	33.45	6.33	40.23	6.83	47.00
3.84	6.50	4.34	13.27	4.84	20.05	5.34	26.82	5.84	33.59	6.34	40.36	6.84	47.13
3.85	6.64	4.35	13.41	4.85	20.18	5.35	26.95	5.85	33.73	6.35	40.50	6.85	47.27
3.86	6.77	4.36	13.54	4.86	20.32	5.36	27.09	5.86	33.86	6.36	40.63	6.86	47.41



TETRA TECH

Construction Materials Engineering & Testing Services

Billings CME Manager: Alex Coleman

7100 Commercial Ave. Ste. 4

Billings, MT 59101

Big Horn Visitor Center – Phase #1

Hardin, MT

Proposed to: **City of Hardin**
 406 N. Cheyenne
 Hardin, MT 59034
 (406)665-9260
 aedwards@hardinmontana.gov

Proposal by: **Alex Coleman, Tetra Tech**
 7100 Commercial Avenue Suite #4
 Billings, MT 59101
 (406)384-0299
 alex.coleman@tetrattech.com

Tetra Tech, Inc. (Tetra Tech) is pleased to present this proposal to perform special inspection and testing services for Phase #1 of the Big Horn Visitor Center in Hardin, MT. This proposal is based on the plans and specifications prepared by Cushing Terrell & IMEG issued July 8, 2026. This proposal expires 90 days after the date of receipt.

Tetra Tech has participated in or completed numerous recent geotechnical and CMT projects of similar size and complexity in the surrounding area, including:

- Pump House No. 1, Nashua MT
- Crow Transit Center, Crow Agency MT
- Village Cooperative of Billings, Billings MT
- Crow Innovation Center, Crow Agency MT
- Little Bighorn Battlefield National Monument, Crow Agency MT
- Joliet Water Storage Tank, Joliet MT
- Columbus WWTF UV Improvements, Columbus MT
- Lewistown Headworks Improvements, Lewistown MT
- Mackenzie Meadows Subdivision, Billings MT

TASK 100: LAB TESTING

ASTM/AASHTO ACCREDITED SOILS & AGGREGATE TESTING

Sample Collected on Designated Trip		Units	Unit Price	Est. Cost
1	Moisture Density ASTM D698 or AASHTO T99 (each)	1	\$210.00	\$210.00
2	Moisture Density ASTM D1557 or AASHTO T180 (each)	0	\$260.00	\$0.00
3	Sieve Analysis ASTM C136 (each)	1	\$120.00	\$120.00
4	Sieve Analysis/w Hydrometer ASTM D422 (each)	0	\$300.00	\$0.00
5	Plasticity Index ASTM D4318 (each)	0	\$135.00	\$0.00
6	Miscellaneous Testing - Lab Technician, per hour	0	\$63.00	\$0.00
7	Engineering Technician - Sample/Specimen Retrieval, per hour (1.5-hour roundtrip)	1.5	\$63.00	\$94.50
8	Field Equipment - Vehicles, per mile (80-mile roundtrip)	80	\$0.725	\$58.00
9	Project Manager - Scheduling, Oversight, Reporting, per hour	1.25	\$130.00	\$162.50
TRIP TOTAL:			\$645.00	

Sample Delivered or Collected on Separate Site Inspection		Units	Unit Price	Est. Cost
1	Moisture Density ASTM D698 or AASHTO T99 (each)	1	\$210.00	\$210.00
2	Moisture Density ASTM D1557 or AASHTO T180 (each)	0	\$260.00	\$0.00
3	Sieve Analysis ASTM C136 (each)	1	\$120.00	\$120.00
4	Sieve Analysis/w Hydrometer ASTM D422 (each)	0	\$300.00	\$0.00
5	Plasticity Index ASTM D4318 (each)	0	\$135.00	\$0.00
6	Miscellaneous Testing - Lab Technician, per hour	0	\$63.00	\$0.00
7	Project Manager - Scheduling, Oversight, Reporting, per hour	1	\$130.00	\$130.00
TRIP TOTAL:			\$460.00	

Soils and Aggregate Laboratory

Laboratory Services

Tetra Tech will perform a sieve analysis (ASTM C136) and a moisture-density determination (ASTM D698) on material proposed to be used as fill. Both imported and native material proposed for use as fill or in support of structural components will be evaluated for suitability in accordance with the project specifications. Tetra Tech cannot be held responsible for materials not encountered or reported within the specified excavation as the scope of this proposal does not include geotechnical exploration or recommendations.

Assumptions

- Assume two samples will be collected for sieve analysis and moisture density determination to evaluate the native and/or imported materials. If additional samples are collected for lab testing, budget modifications will need to be made.
- Assume one sample will be collected on an individual site inspection visit; all other samples will be collected as on other site inspection visits.

TASK 200: EARTHWORK

MDT/WAQTC CERTIFIED EMBANKMENT TESTING

Earthwork Compaction & Special Inspection

Engineering Technician		Units	Unit Price	Est. Cost
1	Engineering Technician - In-Place Nuclear Density Compaction Testing, Other Field Inspection and Services, per hour	2	\$63.00	\$126.00
2	Engineering Technician - Testing Event Mobilization, per hour (1.5-hour roundtrip)	1.5	\$63.00	\$94.50
3	Field Equipment - Troxler Nuclear Density Gauge Usage, per day	1	\$25.00	\$25.00
4	Field Equipment - Vehicles, per mile (80-mile roundtrip)	80	\$0.725	\$58.00
5	Project Manager - Scheduling, Reporting, per trip	0.5	\$130.00	\$65.00
TRIP TOTAL:			\$368.50	

Special Inspector		Units	Unit Price	Est. Cost
1	Special Inspector - Field Observations & Oversight: Proof Rolls, Excavation & Method Specification Development, per hour	2	\$75.00	\$150.00
2	Special Inspector - Mobilization, per hour (1.5-hour roundtrip)	1.5	\$75.00	\$112.50
3	Field Equipment - Troxler Nuclear Density Gauge Usage, per day	1	\$25.00	\$25.00
4	Field Equipment - Vehicles, per mile (80-mile roundtrip)	80	\$0.725	\$58.00
5	Project Manager - Scheduling, Reporting, per trip	0.5	\$130.00	\$65.00
TRIP TOTAL:			\$410.50	

Engineering Technician

Estimate site visits at an average time of 2-hours per visit for in-place nuclear densometer testing to verify compaction of EOR-approved materials per project specifications and recommendations. Testing of materials that Tetra Tech was not allowed to test or observe prior to being covered, or retesting materials that did not meet project specifications, will require additional on-site time, travel time or units, and will be billed at the associated rates listed above. The client will be billed for actual time spent on project during inspection site visit. Testing scope will include the items and frequencies listed below.

Materials & Testing Requirements

Backfill and Fill Backfill and fill beneath proposed exterior slabs and their oversize zones should be placed in lifts and at a moisture content near or slightly above optimum moisture content. It is recommended all fill and backfill beneath exterior slabs be compacted to a minimum of 95% of its standard Proctor maximum dry density.

Subgrade Preparation After stripping the topsoil and root zone, it is recommended the upper 6 inches of the resulting subgrade be scarified, moistened to a moisture content near optimum, and compacted to a minimum of 95% of its standard Proctor maximum dry density. Where fill is required, it is recommended it be similarly moistened and compacted. If there are areas that cannot be compacted, it is recommended the unstable materials be subexcavated to a depth of 2 feet and be replaced by materials that can be compacted.

Materials and Compaction It is recommended specifying crushed gravel base course meeting the requirements of Montana Public Works Standard Specification, Sixth Edition, April 2010, Sections 02235. It is recommending the gravel base be compacted to a minimum of 95% of its standard Proctor maximum dry density.



Special Inspector

Estimate up to 2-hour periodic site visits for inspection to verify use of proper materials, densities, lift thicknesses, proof-rolling and compaction during initial placement of each appreciable material type. Assume periodic inspection acceptable as continuous inspection will be dictated by the subcontractor's work schedule. If continuous inspection is required Tetra Tech assumes that budget modifications will be required. Assuming Tetra Tech will not be on-site for all compaction activities, as discussed previously, the subcontractor quality control will be responsible for material type and method of placement which meets project specifications or geotechnical report as applicable. If appreciable changes in material or moisture are encountered, it will be necessary to verify materials meet project specification and a new moisture density curved developed. It is the responsibility of the subcontractor to inform the Special Inspector of the changing materials and conditions so samples can be evaluated and submitted to the geotechnical EOR for review and approval before any compaction efforts continue.

TASK 300: CONCRETE

ASTM/AASHTO ACCREDITED, ACI/MDT CERTIFIED TESTING

Concrete Testing & Compressive Strength Specimens		Units	Unit Price	Est. Cost
1	Engineering Technician - ACI Concrete Field Testing - Sampling (ASTM C231, C143), Temperature of Concrete (ASTM C1064), Slump (ASTM C143), Unit Weight (ASTMC138), Entrained Air Content (ASTM C231), Fabrication of Concrete Cylinder Test Specimens (ASTM C31), per sample	1	\$165.00	\$165.00
1b	Engineering Technician - Additional Testing, Standby Time, per hour	0	\$63.00	\$0.00
2	Compressive Strength Testing (C31, C39), per specimen	4	\$15.00	\$60.00
3	Engineering Technician - Testing Event Mobilization, per hour (1.5-hour roundtrip)	1.5	\$63.00	\$94.50
4	Engineering Technician - Sample/Specimen Retrieval, per hour (1.5-hour roundtrip)	1.5	\$63.00	\$94.50
5	Field Equipment - Vehicle, per day	0	\$35.00	\$0.00
6	Project Manager - Scheduling, Reporting, per event	1	\$97.50	\$97.50
TRIP TOTAL:			\$569.50	

Cast-In-Place Concrete

All approved concrete and shotcrete mix designs and placements will be verified. Our engineering technicians will perform field quality control testing of each concrete mix design and source, including slump, total air content, ambient air, and fresh concrete temperatures, providing cylinder molds, casting compressive strength test specimens, and compressive strength testing. Tetra Tech estimates a total of 28 concrete tests needed for the project for sidewalk, curb & gutter, valley gutter, footings, and slab-on-grade. It is assumed that an average of two concrete tests will be performed per trip.

Concrete Formwork Observation

An engineering technician will inspect the bottoms of all excavations following foundation subgrade preparation. The location and elevation of the formwork is assumed to be the responsibility of the contractor and survey team. The subgrade will be inspected to ensure that it is free of frost and debris. Assume inspection will occur immediately before each concrete placement event.

Sample Collection & Testing Frequency (per Project Plans & Specifications)

For each day's pour of appreciable size and for each 50 cubic yards, an engineering technician will prepare one set of four concrete 4-inch by 8-inch compressive strength specimens. One concrete test cylinder will be tested for compressive strength at the age of 7 days, and three concrete test cylinders will be tested at the age of 28 days (additional cylinders will be billed at \$25/ea. for fabrication and compressive testing).

All laboratory-cured concrete test cylinders will be cured in a temperature-controlled environment and will be tested for compressive strength at our CCRL accredited facility in Billings. Should 7-day testing results indicate a compressive strength of less than 70% of the 28-day specified strength Tetra Tech will notify designated parties the day of testing.

If cold weather curing conditions occur as noted in ACI 306, it is assumed that an approved cold weather plan and corresponding monitoring scope will be provided by project SER for scope and budget modifications.

TASK 500: ASPHALT

ASTM/AASHTO ACCREDITED

WAQTC/MDT CERTIFIED

Asphalt Sampling & Lab Testing		Units	Unit Price	Est. Cost
1	Asphalt Content by Ignition w/Sieve Analysis (ASTM D6307), per test	1	\$130.00	\$130.00
2	Theoretical Maximum Specific Gravity (RICE) (ASTM D2041), per test	1	\$130.00	\$130.00
3	Bulk Specific Gravity by Superpave Gyratory Method (ASTM D6925, D2726), per sample	0	\$155.00	\$0.00
4	Bulk Specific Gravity by Marshall Method (ASTM D6926, D2726), per sample	1	\$155.00	\$155.00
5	Stability and Flow (3) (ASTM 6927), per sample	1	\$25.00	\$25.00
6	Air Voids (ASTM D3203), per sample	1	\$25.00	\$25.00
7	Voids in Mineral Aggregate (VMA), per sample	1	\$25.00	\$25.00
8	Moisture, per sample	0	\$25.00	\$0.00
9	Engineering Technician - Testing Event Mobilization, Sample/Specimen Retrieval, per hour (1.5-hour roundtrip)	1.5	\$63.00	\$94.50
10	Field Equipment - Vehicles, per mile (80-mile roundtrip)	80	\$0.725	\$58.00
11	Project Manager - Scheduling, Reporting, per sample tested	1	\$162.50	\$162.50
TRIP TOTAL:			\$805.00	

Asphalt Coring		Units	Unit Price	Est. Cost
1	Core Density - Mat (ASTM D2041, D2726), per specimen	2	\$30.00	\$60.00
2	Core Density - Joint (ASTM D2041, D2726), per specimen	0	\$30.00	\$0.00
3	Core Thickness, per specimen	2	\$25.00	\$50.00
4	Engineering Technician - In-Place Nuclear Density Mat Testing, per hour	0	\$63.00	\$0.00
5	Engineering Technician - Asphalt Coring, per hour	1	\$63.00	\$63.00
6	Engineering Technician - Testing Event Mobilization, per hour (1.5-hour roundtrip)	1.5	\$63.00	\$94.50
7	Field Equipment - Nuclear Densometer, per day	0	\$25.00	\$0.00
8	Field Equipment - Coring Equipment, per day	1	\$25.00	\$25.00
9	Field Equipment - Vehicles, per mile (80-mile roundtrip)	80	\$0.725	\$58.00
10	Project Manager - Scheduling, Reporting, per trip	1	\$97.50	\$97.50
TRIP TOTAL:			\$448.00	

HMA Lab Testing & Field Verification

General Assumptions

Assume approximately 500 tons of HMA for the entirety of the project.

Assume paving will be completed in one day.

Assume core density results to be evaluated based on the theoretical maximum specific gravity (RICE) value obtained by samples collected and tested.

Testing Frequencies (Assumed)

In-Place Density Thickness Three cores per day, or three cores per 500 tons, inclusive of one joint core. One additional core every 500 tons if paving exceeds 500 tons per day. Core locations will be randomly chosen by Engineering Inspector, same day as paving.

TASK 1000: PROJECT MANAGEMENT

TETRA TECH PROJECT MANAGEMENT CERTIFIED

		Est. Trips	Unit Price	Est. Cost
1	Task 100 - Soil Lab Testing (including sample collection trip)	1	\$645.00	\$645.00
2	Task 100 - Soil Lab Testing	1	\$460.00	\$460.00
3	Task 200 - Earthwork (earthwork compaction testing)	5	\$368.50	\$1,842.50
4	Task 200 - Earthwork (special inspector site & material verification)	1	\$410.50	\$410.50
5	Task 300 - Cast-In-Place Concrete	3	\$569.50	\$1,708.50
6	Task 500 - Asphalt Sampling & Testing	1	\$805.00	\$805.00
7	Task 500 - Asphalt Coring	1	\$448.00	\$448.00
8	Project Manager - Project Setup, Meeting Coordination, Final Review Summary Reports, QA/QC Oversight, Additional Consultation, Billing, per hour	3	\$130.00	\$390.00
9	Senior Engineer - Project Assistance, per hour	0	\$175.00	\$0.00
ESTIMATED TOTAL:			\$6,709.50	

Proposed Project Budget:	\$6,750
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General Comments

Tetra Tech will provide Construction Materials Testing Services on an on-call basis, as defined by the scope of work presented in this proposal, with personnel from our Billings office and in accordance with the attached unit rates. Tetra Tech requests that our services be scheduled a minimum of one working day in advance and two working days prior to commencement of each scope of inspection. Lesser notifications may not always be able to be accommodated. All testing, inspection and observation service requests should be submitted to our scheduling line (406-384-0299) between 8:00 a.m. and 5:00 p.m., Monday through Friday. Messages left on the scheduling line outside of business hours during the week or on Saturday, Sunday or Holidays will be processed on the following business day. Draft reports will be submitted the week following completion of testing, or sooner at your request. The construction schedule, weather, scheduling by site personnel, construction processes, etc. often determine the actual costs of our services. Costs due to repeat inspection or testing are not included in this proposed scope of work.

Tetra Tech assumes that this proposal will be a basis for a Time-and-Materials and unit rate contract. Tetra Tech's services will not exceed the amount of \$6,750 without written authorization from the client. This is not a lump sum proposal, and we will invoice only for the services that have been performed in accordance with this proposal.

Given our knowledge of the site, significant experience performing materials testing and special inspection services on similar-sized projects in Billings, and the CME and geotechnical groups working together in the Billings office, we believe that Tetra Tech can reduce construction-related delays and provide the owner with timely and professional consulting services throughout the duration of the project.

If you have any questions regarding this proposal, or require additional information, please contact me at (406)384-0299.

Sincerely,

Tetra Tech

Proposal by:

Alex Coleman, E.I.T.

Construction Materials Engineering – Lab Manager –
Billings, MT



Reviewed by:

Brian Crail, Geoscientist V

Construction Materials Engineering – Regional Service
Manager – Missoula, MT

Thursday, September 24, 2026

Professional Services Agreement

PROJECT: Big Horn Visitor Center – Phase #1 **JOB #:** ###

CLIENT: CITY OF HARDIN (“Client”)

ADDRESS: 406 N CHEYENNE, HARDIN, MT 59034

CONTACT: Riley Ramsey Tel: (406)665-9260 e-mail: aedwards@hardinmontana.gov

CONSULTANT: Tetra Tech, Inc (“Tetra Tech”)

ADDRESS: 7100 Commercial Ave. Ste #4, Billings, MT 59101

CONTACT: Alexander Coleman Tel: (406)384-0299 e-mail: alex.coleman@tetratech.com

PROJECT DESCRIPTION: Lab, Earthwork, Concrete, Asphalt Inspection & Testing.

*** SCOPE OF SERVICES (Attachment) SCHEDULE (Attachment) ADDITIONAL PROVISIONS (Attachment)**

COMPENSATION:

LUMP SUM. Compensation for these services shall be a Lump Sum of \$####. Invoices will be based on the % of services completed during the billing period.

- * TIME AND MATERIALS.** Compensation for these services will not exceed \$6,750 without written authorization and will be based on the following option (per the attached Estimate of Professional Services or List of Hourly Rates), plus Reimbursable Expenses (Other Direct Costs (ODC's) and lower tier subcontractors) times a factor of 1.2.

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, Tetra Tech shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services. Direct Job Wages and Hourly Rates for Time and Materials contracts are subject to increase to reflect annual salary escalation, promotions/reclassifications of staff, or increases to overhead factors.

SCHEDULE OF PAYMENTS: Tetra Tech shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within twenty (20) days of the invoice date. Should any portion of an invoice be questioned in writing, Client is obligated to pay the undisputed portion of invoice within 30 days. Tetra Tech shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Tetra Tech is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Tetra Tech the right to stop work until payments are current. Non-payment beyond ninety (90) days shall be just cause for termination by Tetra Tech.

For all payments, **electronic payment is the preferred method of payment as detailed in Exhibit A.** Credit card payments are not accepted.

For all other payments, Tetra Tech, Inc. Accounts Receivable Point of Contact is TES.ARemittances@TetraTech.com or Frieda Vilhauer at (303) 664-4621.

Client Accounts Payable Point of Contact: Point of Contact

EXECUTION: Execution of this document by duly authorized representatives of Tetra Tech and Client, including Tetra Tech's Standard Terms & Conditions (attached) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither Tetra Tech nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT: CITY OF HARDIN
BY: Riley Ramsey

SIGNATURE:

TITLE:

DATE:

Riley C. Ramsey
Mayor, City of Hardin
09/24/2026

CONSULTANT: Tetra Tech, Inc.
BY:

SIGNATURE:

TITLE:

DATE:

Brian Crail

Brian Crail
Geoscientist V
Construction Materials Engineering – Regional Service Manager
09/25/2026

Professional Services - Standard Terms & Conditions

SERVICES. Tetra Tech will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. Tetra Tech has developed the Project Scope of Services, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Tetra Tech in performing the services.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Tetra Tech at Project inception. Tetra Tech will review the Client design standards, and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for Tetra Tech to access the Project site(s). Access to the site shall not be unreasonably withheld. In the event that Tetra Tech is encumbered or prevented from entering the site through no fault of Tetra Tech, Client shall reimburse Tetra Tech for all costs related thereto.

PERIOD OF SERVICE. Tetra Tech shall perform the services for the Project in a timely manner consistent with sound professional practice. Tetra Tech will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Tetra Tech shall be entitled to an extension of time and compensation adjustment for any delay beyond Tetra Tech control. Tetra Tech shall not be responsible for any delays resulting from Client, government, or third-party actions or inactions.

ADDITIONAL SERVICES/CHANGES. The Client and Tetra Tech acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen, including guidance provided by and/or restrictions imposed by local, state or federal government. In that event, Tetra Tech shall notify the Client of the need for additional services and the Client shall pay for such additional services and extend contract schedule in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. Tetra Tech shall serve as an independent consultant for services, provided under this agreement and not as a partner, agent or fiduciary. Tetra Tech shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Tetra Tech.

STANDARD OF CARE. Services provided by Tetra Tech will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances in a similar vicinity.

COMPLIANCE WITH LAWS. Tetra Tech shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards applicable at the time the services are performed. In the event that standards of practice change during the Project, Tetra Tech shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both Tetra Tech and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials Act, and other laws as may apply.

PERMITS AND APPROVALS. If included in the scope of services, Tetra Tech will assist the Client in preparing applications and supporting documents for the Client to secure necessary related permits, licenses, consents and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees. Tetra Tech shall act only as an advisor in governmental relations. Tetra Tech shall not be responsible for any delays due to the action or inaction of the Client or any third parties.

PRESERVATION OF SAMPLES. Tetra Tech shall not be obligated to preserve samples of soil, rock, or water obtained from the project site(s) for longer than thirty (30) days after the issuance of any document that includes, but is not limited to, the data obtained from those samples. Client agrees to receive any such sample material for its sole, lawful storage, treatment, or disposal at any time after expiration of the 30-day term.

OWNERSHIP OF DOCUMENTS. Documents prepared by Tetra Tech for the Project are instruments of service and shall remain the property of Tetra Tech. Record documents of service shall be based on the printed copy. Tetra Tech will furnish documents electronically; however, the Client releases Tetra Tech from any liability that may result from documents used in this form. Any unauthorized reuse of the Documents on this or other projects, without Tetra Tech's prior written consent, shall be at the Client's sole risk, and Client shall defend, indemnify and hold Tetra Tech harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse of the Work Product by Client or by others acting through Client.

THIRD PARTY BENEFICIARIES/RELIANCE. There are no third party beneficiaries of this Agreement, and no third party may rely upon the obligations herein or upon the findings of any report produced hereby. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the

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obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement. Upon the written request of Client, Tetra Tech may, at its sole option, allow third parties to rely on the findings of any report reports or study prepared by Tetra Tech, provided such parties sign and return, unmodified, Tetra Tech's reliance agreement.

INSURANCE. Tetra Tech will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Workers' Compensation</u>	As required by applicable state statute.
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage)
<u>Automobile Liability</u>	\$2,000,000 aggregate.
<u>Professional Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage.
	\$1,000,000 each claim and in the aggregate.

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Tetra Tech shall be a named insured on those policies where Tetra Tech may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

WAIVER OF SUBROGATION. To the extent damages are covered by insurance, the parties agree to waive all rights against each other and against the consultants, agents, and employees of the other, provided that Tetra Tech will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

INDEMNIFICATION. Tetra Tech shall indemnify the Client for direct losses, costs and expenses to the extent caused by Tetra Tech's negligence in the performance of services under the Project. If such damage results in part by the negligence of another party, Tetra Tech shall be liable only to the extent of its proportional negligence. Notwithstanding anything contained herein, "Hazardous Substance Claims," as defined herein, shall be governed by that Article.

HAZARDOUS SUBSTANCE CLAIMS. Hazardous Substance Claims shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation Covid-19 contaminated material, or other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances"). To the fullest extent provided at law, the Client shall indemnify and hold harmless Tetra Tech, its

officers, directors, employees, agents, and representatives from and against any and all Hazardous Substance Claims. The Client shall defend any claim, action, or proceeding which may be brought against Tetra Tech, its officers, directors, employees, agents, and representatives arising out of or in connection with any Hazardous Substance Claim and shall bear all fees and expenses of attorneys and costs incurred in the defense thereof.

LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and Tetra Tech, the risks have been allocated. Notwithstanding any term in this Agreement including indemnifications, the liability of Tetra Tech to Client respecting all Claims arising in respect of this Agreement (regardless of the legal theory upon which any such damages Claim is based, even upon the fault, tort (including negligence), statute, regulation or any other theory of law or strict liability) will not exceed an aggregate amount equal to the lesser of: (i) the total fees for professional services rendered by Tetra Tech; or (ii) fifty thousand dollars (\$50,000).

THIRD PARTY CLAIMS. The Client will compensate Tetra Tech for services performed in defense of any third party claim unless the claim resulted from the sole negligence of Tetra Tech.

LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within thirty (30) days of the court action.

LIEN RIGHTS. Tetra Tech may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by Tetra Tech are considered property improvements and the Client waives the right to any legal defense to the contrary.

CONSEQUENTIAL DAMAGES. Neither the Client nor Tetra Tech shall be liable to the other for indirect, incidental or for consequential liabilities, damages, losses, costs or expenses, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages or any other similar damages or loss suffered or incurred by such other party, regardless of the legal theory upon which any such damages Claim is based, even upon the fault, tort (including negligence), statute, regulation, or any other theory of law or strict liability. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of Tetra

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Tetra Tech and (ii) specific remedies of Client which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth within the Warranty, Hazardous Substance Claims and Limitation of Liability Articles, shall survive this contract and apply to the fullest extent allowed by law irrespective of whether liability of Tetra Tech is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability) and Client hereby waives all rights of recovery and assumes all risks beyond those explicitly allocated to Tetra Tech herein.

ENVIRONMENTAL MATTERS. The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Tetra Tech shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client acknowledges that Tetra Tech is not and shall not be required to be in any way an arranger, generator, operator or transporter of hazardous materials present at or near the Project Site. The Client shall indemnify Tetra Tech from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Tetra Tech.

DIFFERING SITE CONDITIONS: Should Tetra Tech encounter, or Client discover, during the progress of the services, (i) subsurface or latent physical conditions at the site materially differing from those indicated in this Agreement, or (ii) unknown physical conditions at the site, or of an unusual nature, as to be generally recognized as not inherent in services of the character provided for in this Agreement, or (iii) guidance and/or restrictions imposed by local, state or federal government which materially changes, and if it causes an increase in the Tetra Tech's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Agreement modified in writing accordingly.

COST OPINIONS. If included in the scope of service, Tetra Tech shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Tetra Tech acknowledge that actual costs may vary from the cost opinions prepared and that Tetra Tech offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering Tetra Tech does not furnish these services.

CONTINGENCY. The Client acknowledges the potential for changes in the services and the Client agrees to include a contingency in the Client's Project budget appropriate to the potential risks and uncertainties associated with the Project. Tetra Tech may offer advice concerning the value of the contingency; however, Tetra Tech

shall not be liable for additional costs that the Client may incur beyond the contingency they select unless such additional cost results from a negligent act, error, or omission related to services performed by Tetra Tech.

CONTRACTOR SELECTION. Tetra Tech may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, Tetra Tech shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Tetra Tech shall not be liable for the performance of or consequential damages of any equipment, materials or systems furnished by the contractor under the Project. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. Tetra Tech shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by Contractor or others.

CONSTRUCTION REVIEW. If included in the scope of service, Tetra Tech shall observe the progress and content of the services to determine if the services are proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of services at the Project site shall not make Tetra Tech responsible for the services performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. Tetra Tech may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. Tetra Tech shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and Tetra Tech acknowledge that Tetra Tech will rely on information furnished by other parties, as well as information, statements and representations made by Client in performing its services under the Project. In relying on such information, Tetra Tech shall have no obligation to investigate or independently verify the accuracy or completeness of such information, unless such review and verification is specifically included in Tetra Tech's scope and fee. Tetra Tech shall not be liable for any damages that may be incurred by the Client in the use of third party information.

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CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, Tetra Tech will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Tetra Tech cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, epidemic, pandemic, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Client shall adjust the schedule and compensation under this Agreement in agreement with Tetra Tech.

DISPUTE RESOLUTION. The Client and Tetra Tech agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Tetra Tech shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend the services.

SUSPENSION OF SERVICES. The Client may suspend services performed by Tetra Tech with cause upon fourteen (14) days written notice. Tetra Tech shall submit an invoice for services performed up to the effective date of the suspension as well as reasonable demobilization costs and the Client shall pay Tetra Tech all outstanding invoices within fourteen (14) days. If the suspension exceeds thirty (30) days from the effective suspension date, Tetra Tech shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

TERMINATION. The Client or Tetra Tech may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. The terminating party must provide written particulars of the failure to perform, and allow the other the opportunity to cure to satisfaction prior to the end of the seven (7) day notice period. Tetra Tech shall submit an invoice for services performed up to the effective date of termination and reasonable demobilization costs and the Client shall pay Tetra Tech all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

DATA PROTECTION. Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.

GOVERNING LAW. The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides. In the case of services executed outside the contiguous United States, the terms of this agreement shall be governed by the laws of the State of Insert State.

ASSIGNMENT. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. Tetra Tech warrants that it will deliver products under the Project within the standard of care. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water

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movement, geologic and hydrogeologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of diverse, often conflicting, Client business, economic, legal and other priorities. Client acknowledges these conditions and accepts the risk that, although Tetra Tech may perform to the above standards, the Client's goals or desires may nevertheless not be realized. Tetra Tech makes no other warranties, express or implied, with respect to its performance under this Agreement. Tetra Tech's liability hereunder, including any for damage to or loss of Client property, shall in no event extend beyond one (1) year after completion of the Services in question or exceed the amount specified in the Limitation of Liability provision herein.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Tetra Tech will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and Tetra Tech shall survive the completion or termination of services for the Project.

VENDOR CODE OF CONDUCT. Tetra Tech maintains business practice standards that are intended to protect the Company's reputation, the quality of its products and services, and the best interests of its clients, shareholders, and employees, and we require all vendors to uphold the same level of integrity. The dedication by Tetra Tech and all employees to our Corporate Code of Conduct demonstrates our commitment to the highest standards of ethical conduct that we also require of all vendors, suppliers and subconsultants ("vendors"). Client acknowledges and agrees that Tetra Tech's services for Client will not violate our Corporate Code for all vendors. Our Vendor Code of Conduct is available at: [Business Partners and Suppliers - Tetra Tech](#).

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EXHIBIT A

ELECTRONIC PAYMENT INSTRUCTIONS

Use the following bank account information for ACH transactions:

Bank: Wells Fargo Bank, San Francisco, CA

ABA Routing: 121-000-248

Account Name: Tetra Tech, Inc.

Account Number: 4133160325

Code: 22 (credit to DDA/checking account)

ACH/CTX format

Your payment must contain a valid ASC X12 820 document. If you format. The enclosed sample invoice shows the location of our invoice number. Please provide the following information in the segments specified:

Segment/Element	Qualifier (if any)	Contents
RMR02/RMT02	IV	Invoice number ← Very important
RMR04		Amount paid
RMR05		Invoice amount
RMR06		Discount amount (optional)
DTM02	003	Invoice date (YYYYMMDD)
N102	PR	Payer's name
N104		Your account number with us

ACH/CCD+ format

Invoice number(s) must be in a valid X12 RMR or RMT segment(s) contained in the CCD+ addenda record with a qualifier of "IV" (Seller's Invoice Number.) The amount paid is in the fourth element. Please see the sample invoice enclosed for the location of the invoice number. The following is an example of a properly formatted [RMR segment](#) within a CCD+ addenda record:

705RMR*IV*12131314564**1234.56\

00011234567

Wire transfer format

Include the invoice number in the Originator To Beneficiary (OBI) instructions field. Do not include any other text or information. IR can receive and apply multiple invoice numbers in a single wire payment if the OBI is structured correctly.

Correct:	581234
Correct:	581234 581235
Incorrect:	INV# 581234
Incorrect:	INVOICE 581234
Incorrect:	581234 & 581235

Email address for remittance notices

TES.ARremittances@TetraTech.com



PCO #001

Langlas & Associates, Inc.
2685 Gabel Rd
Billings, Montana 59102
Phone: (406) 656-0629

Project: 26017 - Hardin Visitor Center - Phase 1
928 North Mitchell Ave
Hardin, Montana 59034

Prime Contract Potential Change Order #001: Addition of Temporary Watering

TO:	City of Hardin MT 406 N. Cheyenne Ave Hardin, Montana 59034	FROM:	Langlas & Associates, Inc. 2685 Gabel Rd Billings, Montana 59102
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - Hardin Visitor Center Phase #1
REQUEST RECEIVED FROM:	Michael Hurff (City of Hardin MT)	CREATED BY:	Branden Morley (Langlas & Associates, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	10/1/2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	30 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$25,915.40
TYPE:	Contract Change		

POTENTIAL CHANGE ORDER TITLE: Addition of Temporary Watering

CHANGE REASON: Owner Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #001 - Addition of Temporary Watering

The dryland grass temporary watering was VE'd and taken out of the contract at the start of the project. The Owners have requested pricing to add this scope back into the project.

PCO #001 - Addition of Temporary Watering

This Potential Change Order adds the costs associated with temporary watering of seeded landscape areas. This is to be completed per the plans and specifications.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	32-3230.S LANDSCAPING.Commitment	Temporary Watering- Dryland Grass, Dryland Meadow, Wet Grass	\$24,220.00
Subtotal:			\$24,220.00
Construction Manager Fee (5.00%):			\$1,211.00
General Liability Insurance (1.00%):			\$242.20
Payment & Performance Bond (1.00%):			\$242.20
Grand Total:			\$25,915.40

Millie Bennett (Cushing Terrell - Billings)
13 N 23rd St
Billings, Montana 59101

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

Langlas & Associates, Inc.
2685 Gabel Rd
Billings, Montana 59102

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

CUSTOMER AGREEMENT

This Customer Agreement (the "*Agreement*") is made and entered into effective as of 09/25/2026 by and between NorthWestern Energy (the "*Company*") and Applicant for Service CITY OF HARDIN (the "*Applicant*" or "*Customer*"). Sometimes in this Agreement, Company and Applicant are collectively referred to as "*Parties*" or individually as a "*Party*." Capitalized terms have the meaning set forth in NorthWestern Energy's Electric Tariff and the NorthWestern Energy Natural Gas Tariff (collectively the "*Tariffs*" and individually the "*Gas Tariff*" or "*Electric Tariff*"), which sets forth service, installation and contribution rules and regulations established by the Montana Public Service Commission (the "*MPSC*"). The Tariffs are available for review at <http://www.northwesternenergy.com/residential-services/how-to-read-your-bill/tariffs-and-rates/montana-tariffs-and-rates>.

RECITALS

WHEREAS, Applicant applied for natural gas or electrical service from the Company; and
WHEREAS, in accordance with the Tariffs, Applicant must execute this Agreement and contribute to the cost of installing the facilities required to provide service to the premises because the distance of the new service line is greater than the permitted free extension allowance;
NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. SERVICE AND CONTRIBUTION REQUIREMENTS.

The Company agrees to install, operate and maintain facilities generally described as Elect Svc-UG from Xfmr Com, Transformer SinglePhase UG, Primary UG Single Phase, Primary OH Single Phase and specifically described in Quote 25189808, which is incorporated herein by this reference (the "*Quote*"), to provide Electric Service and/or Natural Gas Service at 928 N MITCHELL AVE, HARDIN, MT 59034 in accordance with the requirements of the Tariffs. Applicant agrees to comply with the terms and conditions of this Agreement and remit to Company the total contribution of \$ 6,909.00 , which may include a federal tax surcharge and administrative/engineering fees and is more fully described as follows:

1.1 *Advance*. Applicant agrees to pay an Advance in the sum of \$ 6,909.00 as part of the development and installation of the facilities identified in the Quote.

ELECTRICAL

_____ Single Family Residential
(Electrical Tariff 6-2)
_____ General Service or Non-Single Residential
(Electrical Tariff Rule 6-2)
_____ Loads of Uncertain Duration
(Electrical Tariff Rule 5-7)
_____ New Subdivision or Housing Project
(Electrical Tariff Rule 6-7)

NATURAL GAS

_____ Residential/Other Core Customers
(Gas Tariff Rule 6-2)
_____ New Subdivision or Housing Project
(Gas Tariff Rule 6-6)
_____ Loads of Uncertain Duration
(Gas Tariff Rule 5-7)

For clarification, an "*Advance*" is a refundable contribution to the installation costs of the Company's facilities, and is made by the Applicant prior to the initial installation. A portion of that Advance, up to but not exceeding the full amount, may be refunded when additional residences or properties requiring service may connect to the facilities installed under this Agreement within the applicable 5 year (all natural gas customers, General Service electric, non-Single Family Residential electric, all new residential subdivision and townhouse connects) or 10 year (for Single Family Residential electric) periods after Company's completion of the line extension. Future applicants attaching to existing facilities that carry Advance line extension designation within the time periods referenced above share in cost of the installation of the original line extension. Any future attachments will result in a refund in an amount determined by the Company in accordance with the Tariff. No refund will be made after the applicable 5 or 10-year period.

AND/OR

1.2 Contribution in Aid of Construction. Applicant agrees to pay a CIAC in the sum of \$ 0.00 as part of the development and installation of the facilities identified in the Quote.

For clarification, a "CIAC" is a non-refundable payment for costs beyond the free allowance when no additional customers are expected to connect to facilities installed by the Agreement within the Advance protection periods identified above.

AND

1.3 Installation of Company facilities. Check one of the following:

The Company will install all facilities prior to the Point of Delivery _____

The Company authorizes the Applicant to install a portion of the Company's facilities prior to the Point of Delivery as described in this Agreement _____

2. CONDITIONS TO INSTALLATION.

2.1 Payment. Applicant shall make payment of the Advance or the CIAC prior to Company scheduling a pre-construction meeting and construction start date. Company must receive payment and satisfactory evidence of required permits and right-of-way authority prior to ordering materials, scheduling crews or starting construction.

2.2 Right-of-Way. Applicant shall provide the right-of-way required for the installation of the Company's facilities. Applicant shall grant or obtain for the Company an easement along the route of the line extension in a form satisfactory to the Company.

2.3 Permits. Applicant shall provide all required permits from appropriate governmental agencies for the construction work and installation of the Company's facilities and Customer's equipment. Copies of all permits must be provided to the Company.

2.4 Additional Costs. If the Applicant requests facilities be installed in frozen, rocky or hard ground, the Applicant may be responsible for additional charges for Company installations. The Company will notify the Applicant of these charges prior to installation when feasible, and otherwise when encountered during the installation work. If the Company requires additional charges prior to installation, and the basis for such extra cost is not encountered during the performance of the work, Company shall refund such charges to Applicant.

2.5 Storm Water. Applicant is solely responsible for compliance with all Montana Department of Environmental Quality storm water regulations. All soil-disturbing activities deemed necessary by the Company for the installation, operation and maintenance of the facilities must be incorporated by Applicant in the Storm Water Pollution Prevention Plan. Applicant shall operate and maintain all storm water best management practices at all times.

2.6 Applicant-Owned Underground Facilities. Prior to construction, all customer-owned, rented or leased underground facilities (including but not limited to sprinkler systems, septic systems propane tanks and associated lines, and communication and electric lines) must be properly identified and physically marked by Applicant. The Company is not responsible for damages resulting from mismarked or unidentified customer facilities. Contact the Company's Construction Department with questions related to appropriately marking Applicant-owned facilities.

2.7 Applicant's Equipment. Applicant shall install facilities to be owned by the Customer in accordance with the Company's "New Service Guide" and "Electric Service Requirements & Guidelines." The location of Applicant's meter must be approved by the Company. Applicant shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.

2.8 Restoration and Grading. Applicant is responsible for final compaction and restoration of private roadways and landscaping, including the removal of excess spoil piles. The Company will design and install facilities with the understanding that ground-level is the final grade, unless otherwise directed in writing by Applicant. Should changes to grade be made in the future that result in Company's facilities being raised or lowered, the Applicant is responsible for the costs associated with this change.

3. GENERAL CONDITIONS.

3.1 All terms, prices and conditions set forth herein are subject to modification resulting from changes in applicable rules, Tariffs, regulations, ordinances, the scope of project, and laws that may be amended or

enacted after the date of this Agreement.

3.2 The payment amounts set forth in this Agreement are effective for 4 months from the date of this Agreement. If construction has not commenced within such period due to any action, omission or failure to act by Applicant, the project will be reviewed for any changes in the cost. The Company will perform one line extension engineering cost estimate per year at Applicant's location free of charge. If subsequent redesign estimates are requested within the one-year period from the original quote, a charge of \$61.00/hour (minimum charge = \$61.00) will be assessed and is payable prior to delivery of the estimate to Customer. If Applicant proceeds with installation, fees paid for estimates will be credited toward the contribution payment.

3.3 If the facilities required to serve Applicant must be relocated or modified after installation, the Applicant shall pay the costs of moving Company facilities or making other modifications required to meet city, state or national codes.

3.4 The Company agrees to establish service within a reasonable period of time after the installation of the Company's facilities and the equipment to be owned by the Customer passes inspection by the state and local authorities as required by law. The Company will proceed with the design and construction of its facilities in a normal manner using its existing work force (Company employees or contractors) and material supply sources. Installation will be performed during normal working hours and the Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access or obtaining permits from governmental agencies or railroads may cause delays beyond the control of the Company or the Applicant.

3.5 In the event of a conflict between the terms of this Agreement and the Tariffs, the terms of the Tariffs prevail.

3.6 If the Company authorizes the Applicant to install a portion of the Company's facilities as set forth in Section 1.3 and described in this Agreement, the Applicant shall perform (or cause to be performed) the installation in accordance with the requirements of Exhibit 1, attached hereto and incorporated herein by this reference.

4. ADDITIONAL CONDITIONS.

Project Description:

The project at 928 N Mitchell Ave. Hardin will consist of installing approx. 40 feet of overhead 1-PH primary, approx. 20 feet of underground 1-PH primary, a 25kVA transformer, and a 10 foot service to the customer installed 200A 120/240V meter panel

Electric Details:

40 ft of #4 ACSR Primary

Qty. 1 40-4 Pole

20 ft of 1-PH #2AL Primary in 2" PVC

A 25kVA 120/240V 1-PH Transformer

20 ft of 2/0 Triplex in 2" PVC

Customer Provided Items:

In addition to section 2, the following items must be completed prior to NorthWestern Energy performing work. If any of the requirements outlined in section 2 or below are not satisfied at least 2 weeks prior to the scheduled start date, the project may be delayed and rescheduled to the end of the NWE construction queue.

1.) The customer will install 200A 120/240V 1-PH meter panel on the location specified by NWE. Items listed above shall meet all state & NWE requirements.

2.) The customer will follow the permit instructions in Section 2.3 and must be provided before construction can be scheduled. The permits required for this project include:

a. State Electrical Permit

3.) The customer will follow the ROW & easement instructions in Section 2.2. The customer will place ground stakes along the easement and property line for construction crews to reference.

4.) The customer will follow the grade instructions in Section 2.8. Adequate grade for NWE construction is defined as +/- 6" of final grade. Additionally, the dig path must be clear of all construction material, dirt piles, and other obstructions.

5.) The customer will sign & return the Customer Agreement along with the total payment, as listed at the beginning of Section 1. Payment & Customer Agreement information is outlined below.



Notification # 340245565
Customer #1078025

6.) The customer will be responsible for installing Culverts/Conduits at necessary locations prior to NWE's arrival on site. These items shall meet all NWE and national requirements for safe installation of utilities.

Customer Notes:

A. In regard to Section 2.8, the customer is releasing NWE, RMC, MP, and PAR from any landscaping responsibilities associated with this project by signing this agreement.

B. Frost Charges: This project has been quoted without frost charges. If NWE encounters frost, construction will pause until the frost is addressed. Should NWE undertake frost mitigation, the project owner will be responsible for a minimum charge of \$4,000, with the final cost subject to adjustment based on expenses incurred.

C. Revenue Credit - Electric: A revenue credit of \$100 was applied to the cost of the project based on the electrical load information provided by the customer.

IEEE519 Standards:

Please note that any voltage flicker or harmonic distortion caused by customer equipment shall be limited to IEEE 519 standards. If any customer owned motor above 10/30hp is added, it must be equipped with a soft start, and NorthWestern Energy must be notified to perform an additional load study.

Payment and Customer Agreement Information:

Customer agreements can be emailed to [CCBillings@support.northwestern.com]. Construction payments can be made by visiting NorthWesternEnergy.com/PayMyBill. Select the One-Time Payment option, Non-Utility Bill (Construction, Damages, etc.) and enter your 7-digit Customer Number which is located on your Quotation. Checking or saving account payments can be processed for free and are limited to \$10,000 per transaction. Credit or debit card payments have a \$2.75 processing fee and are limited to \$2,500 per transaction. Five payments can be processed every 30 days. Please include your payment confirmation number when the Customer Agreement is sent.

Mail: Northwestern Energy at 1944 Monad Rd. Billings, MT 59102 with ATTN: Tanner Emerick

Contact:

If you have any questions, please contact Tanner Emerick at (406)-876-3838. Thank you!

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate as of the day and year first above written.

NORTHWESTERN ENERGY

APPLICANT FOR SERVICE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

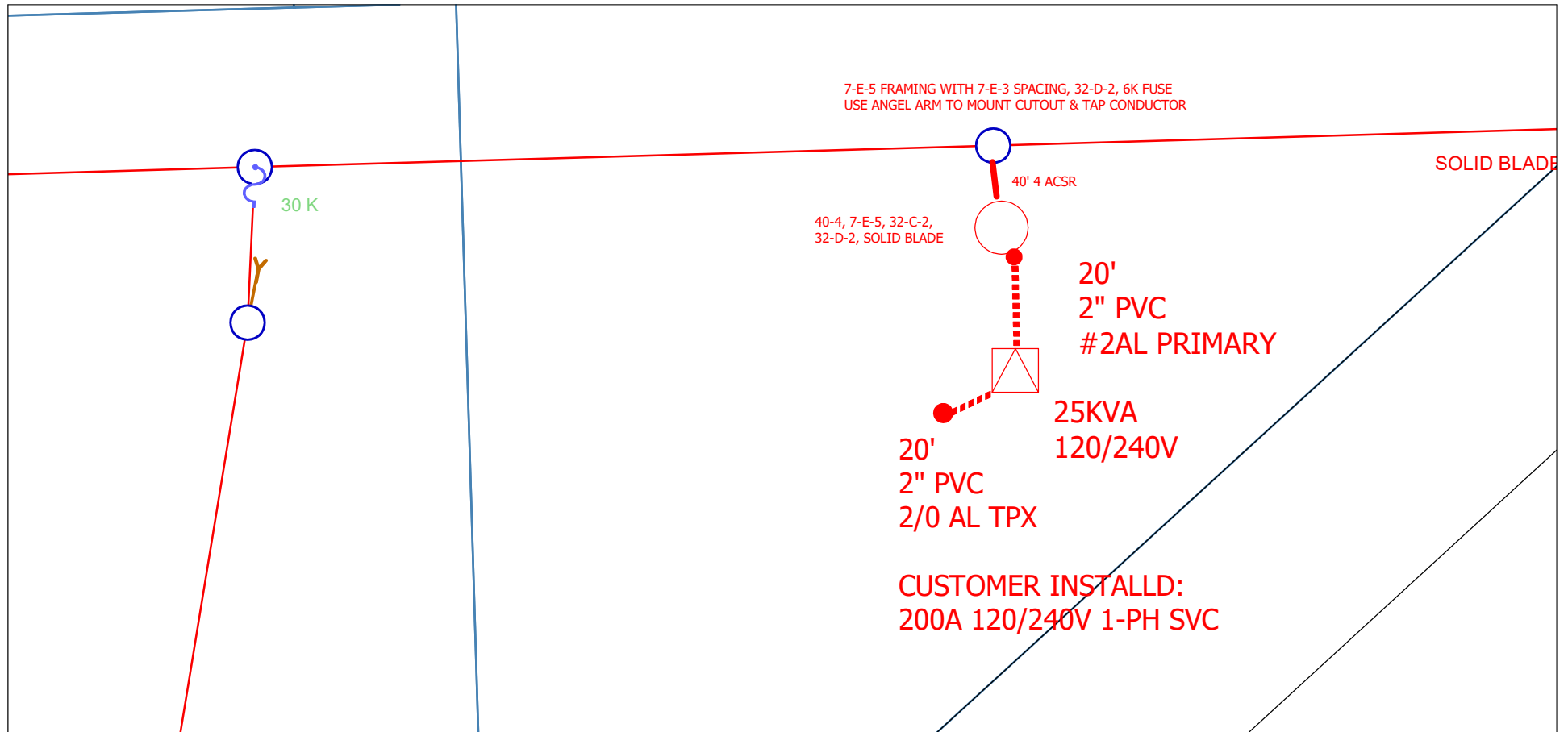
Title: _____

Date: _____

Date: _____

Phone: _____

Phone: _____



Time: 10/1/2026 4:05:44 PM

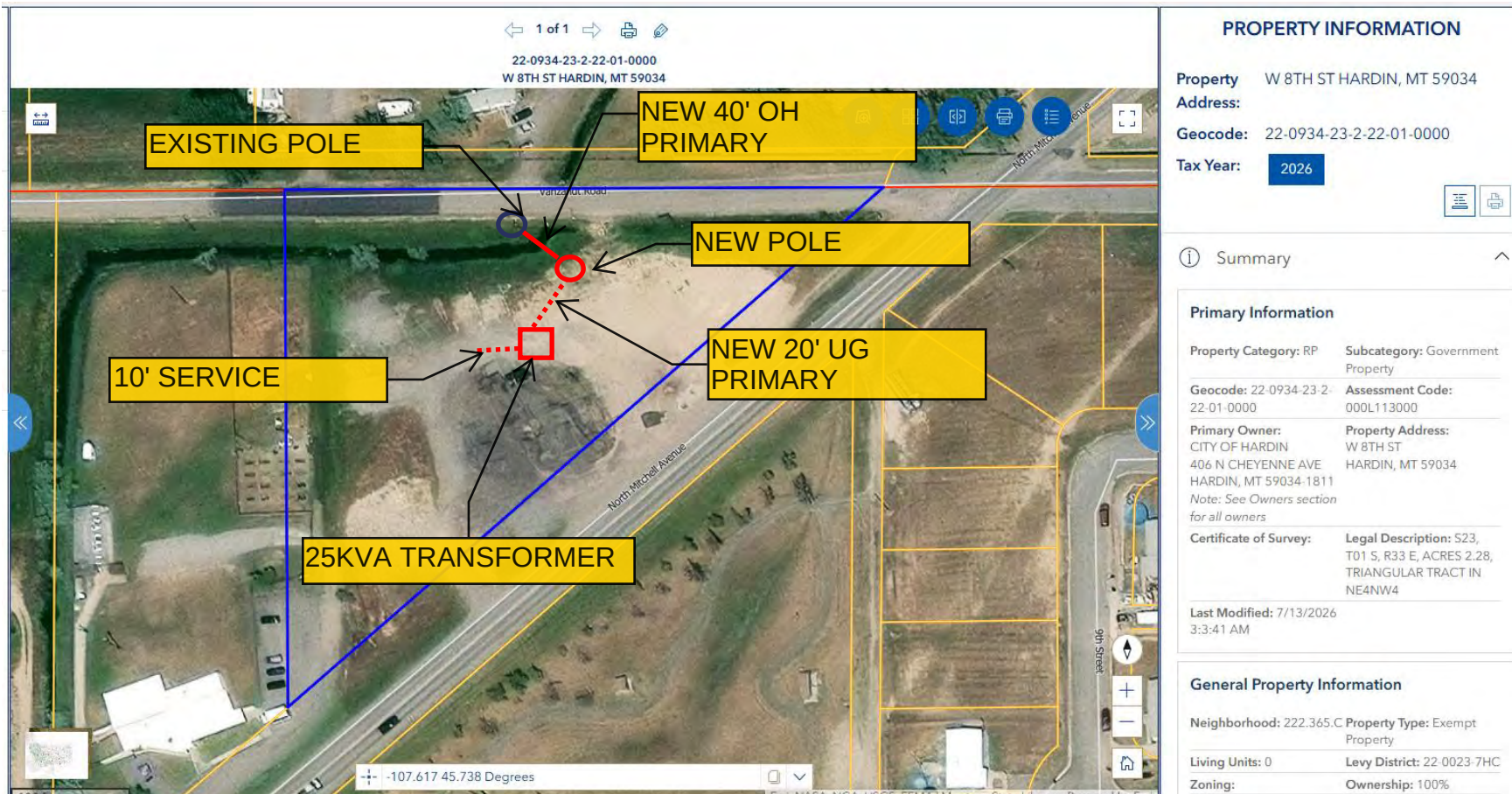
Session: C:\Temp\NWE-ALL Field.gts

NorthWestern Energy Map Extract

This information is proprietary and confidential data of NorthWestern Energy

Center: (2449351.6, 548471.8)

Zoom: 30.8



From existing pole we will extend primary underground approximately 255' and set a transformer then run a 20' service out of that transformer.

After Recording, Return To:
NorthWestern Energy
Lands & Permitting Department
11 East Park Street
Butte, MT 59701-1711

UTILITY EASEMENT

CITY OF HARDIN, a Montana municipal corporation, of 406 N. Cheyenne Avenue, Hardin, Montana 59034-1811, hereinafter referred to as "Grantor", in consideration of \$1.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to **NORTHWESTERN CORPORATION, a Delaware corporation, D/B/A NORTHWESTERN ENERGY**, 11 East Park Street, Butte, MT 59701-1711, hereinafter referred to as "Grantee", and to its successors, assigns and apportionees, an overhead utility easement up to forty feet (40') feet in width, an underground utility easement up to twenty feet (20') in width, with an additional five feet (5') of temporary width during times of construction, upon which to construct, operate, maintain, replace, upgrade, and remove overhead or underground electric powerline(s), together with all necessary appurtenances, including any that may extend beyond the easement width, over, under, along and across that certain real property located in **Big Horn County, Montana**, and particularly described as follows:

TOWNSHIP 1 SOUTH, RANGE 33 EAST, M.P.M., Big Horn County, Montana

Section 23: That portion of the NE4NW4 of said section, on file in the office of the Clerk & Recorder of Big Horn County, Montana under Doc. No. 190565, Book 61 of Deeds, Pages 86-88, Recorded May 17th, 1960

As described on Exhibit "A", attached hereto and made a part hereof.

TOGETHER with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures except fences; and the right to clear and remove all timber, brush, or vegetation outside of the easement area that may, in the Grantee's sole opinion, endanger the overhead and underground powerline, communications system or necessary appurtenances. The Grantee may temporarily use additional working space as needed adjacent to the easement during construction.

GRANTOR covenants with the Grantee that the Grantor is lawfully seized and possessed of the real estate above-described, and that the Grantor has a good and lawful right to convey it, or any part thereof.

DATED this _____ day of _____, 20____.

Acknowledgements and signatures appear on following page

GRANTOR: CITY OF HARDIN, a Montana municipal corporation

By: _____
Signature Print Title

STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me on _____, 20____,
by _____ the _____ of
CITY OF HARDIN, a Montana municipal corporation

(NOTARY SEAL)

Notary Signature: _____
Notary Print Name: _____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____, 20____

Project: Util Esmt/CITY OF HARDIN
Agent: C. Montgomery/T. Emerick
SAP No.: 24206254-1000
Qrm# _____



Eric Day
Owner

Hardin, MT, 59034
(916) 205-0319

DayandNightConcrete@gmail.com

Solid Foundations, Seamless Finishes!

1008 N. Cody Ave. Hardin, MT 59034

Mike

City of Hardin, MT
210 & 211 N. Center Ave
Hardin, MT 59034
PH: 406-598-0802
(Sidewalk)

Estimate

<u>Concrete</u>	<u>\$1,672.00</u>
<u>Pump</u>	<u>\$600.00</u>
<u>Labor & Materials</u> <u>& Rock</u>	<u>\$5,350.00</u>

<u>Subtotal</u> →	<u>\$7,622.00</u>
-------------------	-------------------

Date:

Signed To Approve Job

X



840 PARKHILL DRIVE
BILLINGS, MT 59102
406-860-8550 BRAATONCONSTRUCTION@ROCKETMAIL.COM

ESTIMATE/CONTRACT

Date	Estimate #
9/30/2026	2090

City of Hardin
C/O police chief
Equipment Room

Project

Description	Qty	Cost	Total
To include: Framing, security door and security lock with biometric entry (thumb/finger print, code or key), plywood, drywall, baseboard and casing, two ceiling lights, fasteners, tape, mud, primer and paint.	1	5,361.00	5,361.00
Labor to construct a 5'6x13' equipment room with secure walls, doors and ceiling	1	4,300.00	4,300.00
Electrical & Lighting - Electricians to install the lighting, tie into the breaker panel and install a switch	1	1,250.00	1,250.00

All material is guaranteed to be as specified, and the above work to be performed will be completed in accordance to the product manufacturers specifications. The workmanship performed is warranted for as long as you own your home. The manufactures product(s) warranty is passed to you, the home owner. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon materials price increases, strikes, accidents, or delays beyond our control.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date: _____ Signature: _____

406-860-8550

braatonconstruction@rocketmail.com

Total

\$10,911.00



Contract

Date	Estimate #
9/21/2026	11541

Name / Address
City of Hardin

		Project		
		Railway & West Custer		
Item	Description	Sq. Ft.	Unit	Total
Re Pave	Railway & W Custer Haul, place & compact 3" asphalt.	2436		7,308.00
Note	Unit price will govern(unit is in SF) No TC or QC testing No prep work(only we will fine tune) Work to be done while doing Church or County overlays			
Any questions call Ed (406) 861-4730		Total		
		\$7,308.00		

Quote is good for 15 days. All material and workmanship carries a 1 year warranty. Work must fit into current working schedule. No guarantee on water drainage on a less than a 2% grade. No guarantee against the growth of vegetation. Not responsible for damage to concrete caused from equipment. Customer agrees to pay all legal fees in the event that it becomes necessary from default of payment of this contract. Customer agrees to pay upon completion of job unless otherwise specified. A \$20.00 late fee will be charged every month account is past due. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Signature _____

Date _____

3962 PA Hollow Trail Billings Mt 59106 P: 406-254-9571 F: 406-254-9572
WhartonAsphalt@netzero.net WhartonAsphalt.com

MAYOR
Riley Ramsey

INTERIM POLICE CHIEF
Tyler Nedens



PUBLIC WORKS DIRECTOR
Michael Hurff Jr.

FINANCE OFFICER/CITY CLERK
Andrew Lehr

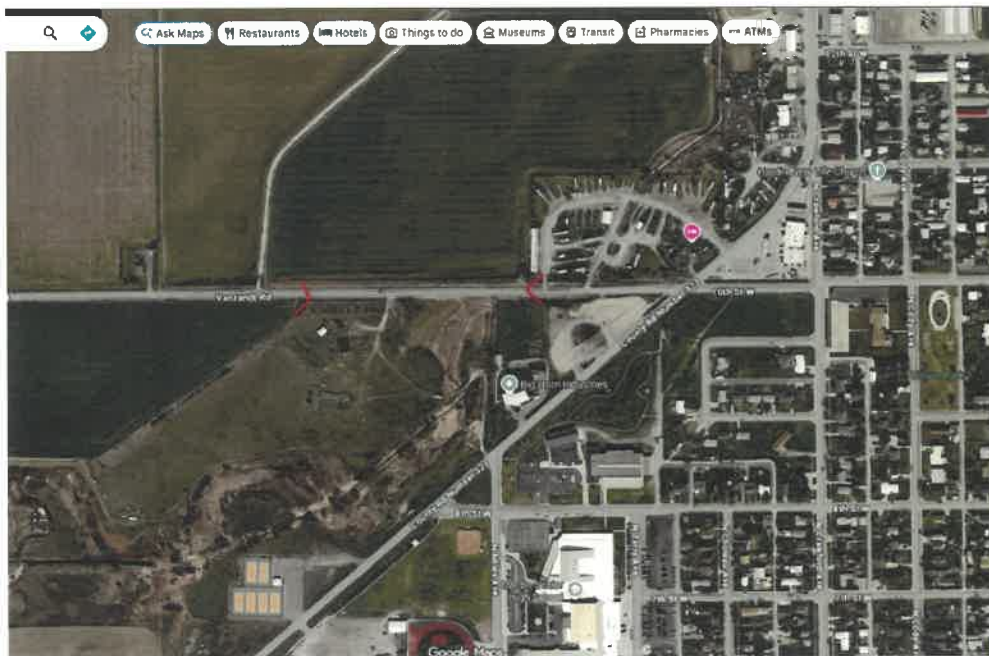
RE: Vanzant Road
Project Name: Vanzandt RD Overlay

The City of Hardin is seeking prices for a 1.5 in overlay on an existing blacktop road in the city limits of Hardin Mt.

Project: A 1.5 inch over lay of blacktop to be installed 940 feet long by 27 feet wide.
Tack, Haul, Place and Compact 1.5" asphalt – 25,380 sq ft.

No prep work.
No Top Coat.
City will sweep road before overlay.
City will supply water truck for roller.
City will adjust manholes and valves if needed.
City will detour Traffic.

Location: <https://maps.app.goo.gl/fndg5jNEdezqHNAXA>
<https://maps.app.goo.gl/CYCeI5skBa6ynq6g9>



Re: Vanzant Road

From: Michael Hurff <publicworks@hardinmontana.gov>
Date: Mon 9/21/2026 4:47 PM
To: Matthew Smith <msmith@seaeng.com>

Thank you Matt

Please update email address to publicworks@hardinmontana.gov

Michael Hurff Jr
Public Works Director
City of Hardin Montana
406 North Cheyenne Avenue
(406)-665-9260 Ext 118



From: Matthew Smith <msmith@seaeng.com>
Sent: Monday, September 21, 2026 4:05 PM
To: Michael Hurff <publicworks@hardinmontana.gov>
Subject: FW: Vanzant Road

Matt Smith | Senior Engineer
Stahly Engineering & Associates
Office: (406) 601-4067
Cell (406) 240-5918
<https://www.seaeng.com>

From: Christopher Kosine <ckosine@seaeng.com>
Sent: Monday, September 21, 2026 3:40 PM
To: Matthew Smith <msmith@seaeng.com>
Subject: FW: Vanzant Road

Here is what I sent AJ.

Chris Kosine, PLS | Survey Office Lead
Stahly Engineering & Associates | (406) 601-4066
www.seaeng.com

From: Christopher Kosine
Sent: Tuesday, August 18, 2026 10:46 AM
To: AJ Espinoza <aespinoza@bighorncountymt.gov>
Subject: Vanzant Road

AJ,

I asked Austin Stahly's GIS Specialist to investigate Vanzant Road. Please see his comment below.

"As for your question regarding Vanzant Rd... I see that this is the municipal boundary (orange) and road (white) alignment. As for source information or verifiability, this is the authoritative data from Montana State Library, shown in StatePlane meter."

Let me know if this answers your question, or if we need to look into it more.



Chris Kosine, PLS
Survey Office Lead
Stahly Engineering & Associates
2817 2nd Ave N, #300 | Billings, MT 59101
Direct: (406) 601-4066 | Office: (406) 601-4055
Cell: (307) 752-5609
Email: ckosine@seaeag.com
www.seaeag.com



- Using standard **Hot Mix Asphalt (HMA)** density (**145 lbs/cu ft**): **230.01 tons**
- Using the civil engineering rule of thumb (**110 lbs per sq yard per inch**): **232.65 tons**

Calculated:

1. **Find the Volume:** Convert the 1.5-inch depth to feet ($1.5 \div 12 = 0.125$ ft) and multiply by the square footage to get cubic feet:

$25,380 \text{ sq ft} \times 0.125 \text{ ft} = 3,172.5 \text{ cubic feet}$
 $25,380 \text{ sq ft} \times 0.125 \text{ ft} = 3,172.5 \text{ cubic feet}$

$25,380 \text{ sq ft} \times 0.125 \text{ ft} = 3,172.5 \text{ cubic feet}$

2. **Convert to Weight:** Multiply the cubic feet by the standard density of compacted asphalt (145 lbs/cu ft):

$3,172.5 \times 145 = 460,012.5 \text{ pounds}$
 $3,172.5 \times 145 = 460,012.5 \text{ pounds}$

$3,172.5 \times 145 = 460,012.5 \text{ pounds}$

3. **Convert to Short Tons:** Divide the total pounds by 2,000:

$460,012.5 \div 2,000 \approx 230 \text{ tons}$
 $460,012.5 \div 2,000 \approx 230 \text{ tons}$

$460,012.5 \div 2,000 \approx \underline{\underline{230 \text{ tons @ \$75.00 per ton \$17,250}}}$

Recommended Material to Order

Paving contractors typically add a **5% to 10% safety buffer** to account for edge trimming, spillage, base variations, and compaction differences.

Total project cost Working with BHC and Wharton **\$26,006.50**



Contract

Date	Estimate #
9/21/2026	11540

Name / Address
City of Hardin

		Project		
		Vanzandt		
Item	Description	Sq. Ft.	Unit	Total
Re Pave	Vanzandt Road Overlay Tack, Haul, place & compact 1.5" asphalt.	211	41.50	8,756.50
Note	No prep work No TC County to purchase mix from KR Heights pit(B mod mix) Wharton will haul and place mix County to supply water truck for rollers County to adjust manholes and valves if needed. County to help haul mix County to sweep road before overlay			
Any questions call Ed (406) 861-4730		Total \$8,756.50		

Quote is good for 15 days. All material and workmanship carries a 1 year warranty. Work must fit into current working schedule. No guarantee on water drainage on a less than a 2% grade. No guarantee against the growth of vegetation. Not responsible for damage to concrete caused from equipment. Customer agrees to pay all legal fees in the event that it becomes necessary from default of payment of this contract. Customer agrees to pay upon completion of job unless otherwise specified. A \$20.00 late fee will be charged every month account is past due. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Signature _____

Date _____

3962 PA Hollow Trail Billings Mt 59106 P: 406-254-9571 F: 406-254-9572
WhartonAsphalt@netzero.net WhartonAsphalt.com

RESOLUTION NO. 2457

A RESOLUTION OF THE CITY OF HARDIN, MONTANA APPOINTING THE CHIEF OF POLICE FOR THE HARDIN POLICE DEPARTMENT AND ESTABLISHING WAGES OF THE CHIEF OF POLICE AS A NON-UNION EMPLOYEE FOR THE FISCAL YEAR 2026/2027.

WHEREAS, the City of Hardin is required to appoint a Chief of Police per Mont. Code Ann. § 7-32-4101 (2025) et seq.; and

WHEREAS, the Mayor has submitted a qualified candidate, Benjamin Allen, for Chief of Police to the Hardin Police Commission for examination; and

WHEREAS, after examination, the Hardin Police Commission has approved and certified the application of Benjamin Allen for Chief of Police; and

WHEREAS, the appointment of a Chief of Police must be done with the advice and consent of the city council, per § 7-4-4102; and

WHEREAS, the appointment of any members to a police department must be confirmed by the city council, per § 7-32-4108.

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

Benjamin Allen is approved and confirmed to be the Chief of Police of the Hardin Police Department. The following non-union salary for the Chief of Police shall be effective as of October 5, 2026, the first day of service by Benjamin Allen as the Chief of Police, and is hereby finally determined and approved to be:

Salaried Regular Non-Union Employees:

<u>EMPLOYEE</u>	<u>2026/2027 Rate</u>
Benjamin Allen, Chief of Police	\$3,653.85 bi-weekly

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 effect.

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

YEA VOTES _____ NAY VOTES _____

CITY OF HARDIN

BY: _____
Mayor

ATTEST: _____
City Clerk

RESOLUTION NO. 2458

**A RESOLUTION OF THE CITY OF HARDIN, MONTANA TO AUTHORIZE
SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION
TO FUND THE REPLACEMENT OF THE WATER MAIN IN CROOK AVENUE**

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") is applying for the Montana Department of Commerce for financial assistance from the Community Development Block Grant (hereinafter "CDBG") program to fund the replacement of the water main in Crook Avenue;

WHEREAS, the City has the legal authority to apply for a Montana Department of Commerce CDBG, and has broad authority to enter into contracts and to take other necessary actions for the management of government affairs, pursuant to Mont. Code Ann. § 7-5-4101 (2025) et. Seq;

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

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

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

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

YEA VOTES _____

NAY VOTES _____

CITY OF HARDIN

BY: _____
Mayor

ATTEST: _____
City Clerk

vitalant.
**HARDIN
COMMUNITY
BLOOD DRIVE FIRST
ALLIANCE CHURCH**

**Location: 934 1ST STREET WEST
Date: THURSDAY OCTOBER 15TH
Time: FROM 1:30-630 PM**

**TO MAKE YOUR LIFESAVING
APPOINTMENT CALL MICHELLE
AT 406-665-1623 OR SCAN THE
QR CODE**



Scan the QR code or visit
vitalant.org and use the blood
drive code above.



**ALL PRESENT DONORS
ARE ENTERED INTO A
DRAWING FOR A BILL'S
AUTO GIFT
CERTIFICATE, HARDIN
BUILDING CENTER
GIFT CERTIFICATE,
AND EACH DONOR
WILL GET A FREE DQ
BLIZZARD COUPON!
Thank you to our
sponsors and the
Hardin Community!**

877-25-VITAL | vitalant.org
Because of you, life doesn't stop