

**RESOLUTION NO. 4247**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONTRACT AMENDMENT WITH THE MONTANA DEPARTMENT OF COMMERCE COAL BOARD.**

*WHEREAS*, the City of Miles City entered into a Montana Department of Commerce Coal Board Contract #MT-CB-PL-19-0831 on May 24, 2018 for assistance with engineering and equipment purchases;

*AND WHEREAS*, the parties wish to amend said agreement;

*NOW THEREFORE BE IT RESOLVED* by the City Council of Miles City, Montana, as follows:

1. The "Montana Department of Commerce Coal Board Contract Amendment #MT-CB-PL-19-0831B," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 28<sup>TH</sup> DAY OF MAY, 2019.**

  
\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:  
  
\_\_\_\_\_  
Lorrie Pearce, City Clerk

**MONTANA DEPARTMENT OF COMMERCE  
COAL BOARD  
CONTRACT AMENDMENT #MT-CB-PL-19-0831B**

This Contract Amendment is entered into by City of Miles City, Montana (the Grantee), and the Montana Coal Board (the Board).

The Grantee and the Board hereby mutually agree to amend Contract #MT-CB-PL-19-0831, executed on May 24, 2018, and contract #MT-CB-PL-19-0831A, executed on December 19, 2018, as follows:

I. Section 10, METHOD OF REIMBURSEMENT, is amended to read as follows:

**Section 10. METHOD OF REIMBURSEMENT**

- (a) The Board or the Department will not release any Program funds to the Grantee until the Grantee has obtained firm commitments for all other financial resources to be involved in the Project, as defined in Section 6 and Exhibit B. The Grantee may not expend or obligate any Program funds, other than for administrative purposes, until the Board or the Department determines that this condition has been satisfied.
- (b) For the Equipment Purchase: The Grantee will be reimbursed on an actual cost basis for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee, and require Board or Department approval of the Grantee's request for reimbursement. Unless previously agreed to in writing by the Board or the Department, the Board or the Department will not reimburse Grantee for any costs related to the land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Board and the Department.
- (c) For the Airport Engineering and Design Work: Payment to the Grantee for approved Project activities under this Contract will generally be in accordance with the disbursement schedule listed below:
  - (i) Payment #1 – 50% of the grant award amount will be available after the Department receives a draft of the Project deliverables in accordance with the preliminary conference call. This draft will also serve to document that the Grantee is adequately proceeding toward the preparation of a complete and acceptable final product.
  - (ii) Payment #2 – The remaining 50% of the grant award amount will be available after the Department receives a final copy of all required deliverables to be completed under the Contract, a Project completion report, and the Grantee's final request for funds.

- (d) The Board and the Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the Program application or guidelines, or any expenses not adequately supported by the Grantee's records.
- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility and the Grantee agrees to repay the Board any funds advanced under the Contract.
- (f) The Department is allowed fifteen (15) working days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (g) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Board or the Department may suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (h) The Board or the Department may reduce the Grantee's scope of work or the amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.
- (i) If the Board or the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Board or the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (j) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (k) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

2. Exhibit B – Amended. Exhibit B has been revised. Please refer to amended Exhibit B-I, which supersedes and replaces any previous versions of Exhibit B in its entirety.

3. All other provisions of the Contract remain in full force and effect.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract Amendment to be executed.

**CITY OF MILES CITY:**

John Hollowell 5/7/2019  
John Hollowell, Mayor Date

**ATTEST:**

Lorrie Pearce  
Lorrie Pearce, City Clerk

**APPROVED AS TO FORM:**

Dan Rice  
Dan Rice, Attorney

**MONTANA COAL BOARD:**

Sidney Fitzpatrick 5/23/2019  
Sidney Fitzpatrick, Vice Chair Date  
Montana Coal Board

EXHIBIT B-1  
Budget

<b>ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>SOURCE: Coal Board</b>	<b>SOURCE: County</b>	<b>SOURCE: FAA</b>	<b>TOTAL:</b>
Other (Bid advertisement, Legal review, Independent fee estimate)	\$ 0	\$ 350.00	\$ 3,150.00	\$ 3,500.00
<b>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>\$ 0</b>	<b>\$ 350.00</b>	<b>\$ 3,150.00</b>	<b>\$ 3,500.00</b>
<b>ACTIVITY COSTS:</b>				
Snow Removal Equipment Cost	\$ 8,500.00	\$ 0	\$ 76,500.00	\$ 85,000.00
Architectural/Engineering Design	\$ 35,400.00	\$ 2,360.00	\$339,840.00	\$ 377,600.00
<b>TOTAL ACTIVITY COSTS</b>	<b>\$ 43,900.00</b>	<b>\$ 2,360.00</b>	<b>\$416,340.00</b>	<b>\$ 462,600.00</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$ 43,900.00</b>	<b>\$ 2,710.00</b>	<b>\$419,490.00</b>	<b>\$ 466,100.00</b>

CDD CONTRACT INFORMATION SHEET

Division staff are required to complete the items in blue print.

Date of Gov. Award Letter:	<u>6/22/2017</u>	Date Met StartUp Conditions:	<u>6/22/2017</u>
Contract Number:	<u>MT-CB-PL-19-0831B</u>	Division:	<u>CDD</u>
Contractor's Name:	<u>City of Miles City</u>		
Approved to Form Name:	<u>Dan Rice</u>		
Approved to Form Email:	<u><a href="mailto:drice@milescity-mt.org">drice@milescity-mt.org</a></u>		
Contractor (Signee) Name:	<u>John Hollowell</u>		
Contractor's Email:	<u><a href="mailto:mayor@milescity-mt.org">mayor@milescity-mt.org</a></u>		
Contractor's Address:	<u>PO Box 910</u>		
	<u>Miles City, MT 59301</u>	Vendor Number:	<u>23484</u>
Contractor's Address 2:			
Attest Name:	<u>Lorrie Pearce</u>		
Attest Email:	<u><a href="mailto:cityclerk@milescity-mt.org">cityclerk@milescity-mt.org</a></u>		
Coal Board Chair Name:	<u>John Williams</u>		
Coal Board Chair Email:	<u><a href="mailto:john.williams@mt.gov">john.williams@mt.gov</a></u>		
Duns Number:		Begin Date:	<u>6/22/2017</u>
(Federal Funds Required)			
Amount:	<u>\$43,900</u>		
Organization Number:	<u>601831</u>	End Date:	<u>3/31/2020</u>
RFP Number (if applicable):			
Program Number:	<u>60</u>		

Liaison:	<u>Anne Pichette</u>	Program Manager:	<u></u>
Liaison Email:	<u><a href="mailto:anpichette@mt.gov">anpichette@mt.gov</a></u>	Operations Manager:	<u><a href="mailto:a.c.rothenbuecher@mt.gov">a.c.rothenbuecher@mt.gov</a></u>
Liaison Phone:	<u>406-841-2598</u>	Additional Email:	<u><a href="mailto:galen.steffens@mt.gov">galen.steffens@mt.gov</a></u>

Signatures:		Carbon Copies:	
Division Administrator	<u><i>Jennifer Olson</i> 4/16/2019</u>	Liaison:	<input checked="" type="checkbox"/>
Fiscal Review	<u><i>Jeri Jensen</i> 4/16/2019</u>	Director (> \$200K):	<input type="checkbox"/>
Legal Counsel	<u><i>Amy Barnes</i> 4/16/2019</u>	Deputy Director (<\$25K):	<input type="checkbox"/>
	<u></u>	Perceptive Content	<input checked="" type="checkbox"/>
	<u></u>	Secretary of State:	<input type="checkbox"/>
	<u></u>	BIA:	<input type="checkbox"/>
	<u></u>	Clerk of Court:	<input type="checkbox"/>

**Signer Events**

John Hollowell  
 mayor@milescity-mt.org  
 Security Level: Email, Account Authentication (None)

**Signature**


Signature Adoption: Pre-selected Style  
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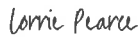
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Lorrie Pearce  
 cityclerk@milescity-mt.org  
 Security Level: Email, Account Authentication (None)



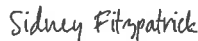
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**Electronic Record and Signature Disclosure:**

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Sidney Fitzpatrick  
 sfitzpatrick@bighorncountymt.gov  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
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 Signed: 5/23/2019 1:55:02 PM

**Electronic Record and Signature Disclosure:**

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

A.C. Rothenbuecher  
 A.C.Rothenbuecher@mt.gov  
 Security Level: Email, Account Authentication (None)



Sent: 4/12/2019 10:10:11 AM

**Electronic Record and Signature Disclosure:**  
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Galen Steffens  
 galen.steffens@mt.gov  
 Security Level: Email, Account Authentication (None)



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**Electronic Record and Signature Disclosure:**  
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**Carbon Copy Events**

Anne Pichette  
 anpichette@mt.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Galen Steffens  
 galen.steffens@mt.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Tara Rice  
 tara.rice@mt.gov  
 Director  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Marty Tuttle  
 matuttle@mt.gov  
 Chief Legal Counsel  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Cyndi Davis  
 CDavis3@mt.gov  
 Payroll and Benefits Accountant  
 Security Level: Email, Account Authentication (None)

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Notary Events	Signature	Timestamp
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Completed	Security Checked	5/23/2019 1:55:04 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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