

# **AGENDA**

*Special Council Meeting  
City Hall Conference Room*

*December 17, 2013  
12:30 p.m.*

**CALL TO ORDER  
ROLL CALL**

**NEW BUSINESS**

**RESOLUTION NO. 3654:** A Resolution Authorizing The City Of Miles City To Enter Into A Montana Reclamation And Development Grants Program Grant Agreement With The Montana Department Of Natural Resources And Conservation.

**PUBLIC COMMENT  
ADJOURMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under request of Citizens provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed. Public matter does not include contested cases and other adjudicative proceedings.

**RESOLUTION NO. 3654**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA RECLAMATION AND DEVELOPMENT GRANTS PROGRAM GRANT AGREEMENT WITH THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION.**

*WHEREAS*, the City has applied for a grant from the Montana Reclamation and Development Grants Program, administered by the Department of Natural Resources and Conservation (DNRC), to assist in paying for the writing of a grant application to the U.S. Environmental Protection Agency's Brownfields Assessment, Revolving Loan Fund, and Cleanup Grant Competition;

*AND WHEREAS* a grant in the amount of \$6,000.00 has been awarded to the City of Miles City, and an agreement has been provided to the City by DNRC in order to accept said grant.

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

I. The City hereby accepts the \$6,000.00 grant from DNRC, and the Mayor of the City of Miles City is hereby empowered and authorized enter into the Montana Reclamation and Development Grants Program Grant Agreement, attached hereto as Exhibit "A," on behalf of the City of Miles City and bind the City of Miles City thereto; and

2. 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 award 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, THIS 17TH DAY OF DECEMBER, 2013.**

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C.A. Grenz, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

EXHIBIT "A"

**Grant Agreement**  
**Conservation and Resource Development Division**  
**Montana Department of Natural Resources and Conservation**

Project Sponsor: \_\_\_\_\_ City of Billings City  
Project Name: \_\_\_\_\_ Main Street Brownfields Assessments  
Agreement Number: -----"RI, T P"-'-:..!14'"'-O'"O'"'82'"-----,

**Declarations**

- Section 1. Purpose
- Section 2. Term
- Section 3. DNRC's Role
- Section 4. Project Scope
- Section 5. Project Budget
- Section 6. Availability of Grant Funds
- Section 7. Grant Disbursements
- Section 8. Reports
- Section 9. Records and Audits
- Section 10. Project Monitoring and Access for Inspection and Monitoring
- Section 11. Employment Status and Workers' Compensation
- Section 12. Equal Employment
- Section 13. Indemnity and Liability
- Section 14. Compliance with Applicable Laws
- Section 15. Copyright- Government Right to Use
- Section 16. Failure to Comply
- Section 17. Assignment and Amendment
- Section 18. Montana Law and Venue
- Attachment A. Scope of Work
- Attachment B. Budget
- Attachment C. Final Report Format and Certificates of Final Completion

FOR DNRC USE ONLY

Maximum amount under this agreement: \$6,000  
Source of Funds:

Approved

Agreement No. RLEP 14-0082

Amendment No.

Fund Name:  
Natural Resource Projects Account

Fund No.  
02577

Division

Subclass:  
5407

Org.  
3414200

Percent  
100%

CSD

Legal

Appropriation Authority: 63rd Legislature/2013 H.B. 7

Workers Comp:  N/A  Attached  Exempt  Will be forwarded

DNRC will accrue balance of grant funds at Fiscal Year end June 30, 2015

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION  
CONSERVATION AND RESOURCE DEVELOPMENT DIVISION

MONTANA RECLAMATION AND DEVELOPMENT GRANTS PROGRAM  
GRANT AGREEMENT

**THIS GRANT**, approved, appropriated and awarded by the 63rd Montana Legislature in House Bill 7 and administered by the Montana Department of Natural Resources and Conservation (DNRC), is consistent with the policies, procedures and objectives of the Montana Reclamation and Development Grants Program (RDGP) (MCA Title 90, Chapter 2, Part 11) for the enhancement of Montana's natural resources. This grant is accepted by CITY OF MILES CITY, hereinafter referred to as the Project Sponsor and represented by CONNIE MUGGLI, HISTORIC PRESERVATION OFFICER, PO BOX 910, MILES CITY, MT 59301, 406-232-1524, [mhistoricpreservation@gwestoffice.net](mailto:mhistoricpreservation@gwestoffice.net), and Federal Tax ID No. 81-6001292, according to the following terms and conditions:

**SECTION 1. PURPOSE.** The purpose of this Agreement is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the Project Sponsor for WRITING A GRANT APPLICATION TO THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S BROWNFIELDS ASSESSMENT, REVOLVING LOAN FUND, AND CLEANUP GRANT COMPETITION.

**SECTION 2. TERM.** The effective date of this Agreement is NOVEMBER 15, 2013. The Project Sponsor shall have until MARCH 31, 2014 to complete the project and work described in Section 4, Project Scope. DNRC may grant an extension for completion upon request and showing of good cause by the Project Sponsor. A request for extension submitted less than 45 days prior to the termination date may or may not be considered.

**SECTION 3. DNRC's ROLE.** DNRC is administering grant funds awarded by the Montana Legislature to ensure that the funds are used according to the intent of the Montana Legislature and the purposes, objectives and procedures of the RDGP. Upon request from the Project Sponsor or its agent, DNRC will explain or clarify the terms and conditions of this grant award and may provide limited technical assistance. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for

the Project Sponsor's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The Project Sponsor should contact DNRC's liaison, Alicia Stickney at (406) 444-0547, PO Box 201601, Helena, MT 59620-1601. All requests for information and assistance shall be submitted to the DNRC liaison / designee.

SECTION 4. PROJECT SCOPE. The Project Sponsor shall use funds provided under this agreement to WRITE A GRANT APPLICATION TO THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S BROWNFIELDS ASSESSMENT, REVOLVING LOAN FUND, AND CLEANUP GRANT COMPETITION. The scope of work for this project is attached to this agreement as Attachment A and incorporated herein by this reference.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures for each task and matching funds is provided in Attachment B and incorporated herein by this reference. This grant is allocated as follows:

<u>Contracted Services</u>	\$6,000
Total	\$6,000

This grant will not be increased without approval by the Legislature. A transfer of funds between budget categories in an amount exceeding 20% of the total grant amount is not authorized without the written approval of DNRC.

SECTION 6. AVAILABILITY OF GRANT FUNDS. The Project Sponsor acknowledges and understands that grant funds become available through earnings from certain natural resource-based taxes deposited in the natural resource projects state special revenue account. RDGP funds will be released to the extent they are available in the order of project priority approved by the Legislature. Costs incurred prior to this Agreement are not eligible for reimbursement unless determined by DNRC to be an emergency, but may be counted as match funds upon written approval by DNRC. DNRC may consider an expenditure to be an emergency if it is necessary to protect the imminent loss of life or property, to prevent significant imminent environmental damage, or to prevent the physical failure of a system.

SECTION 7. GRANT DISBURSEMENTS. The Project Sponsor shall submit claims for grant funds to the DNRC. Receipts, vendor invoices, inspection certificates and other documentation of costs incurred shall be submitted with the claims. DNRC will verify the claims and check them against the Reports required in Section 8 and the Budget provided in Section 5. DNRC will disburse grant funds to the Project Sponsor upon approval. Reimbursement of Project Sponsor expenditures will only be made for expenses included in the Budget provided in Section 5 and that are clearly and accurately supported by the Project Sponsor's records and that show the project sponsor has fully complied with Sections 11, 12, and 14. In addition, the DNRC may withhold 10 percent of the total authorized grant amount until all the tasks outlined in Section 4 and the final report required by Section 8 are completed and approved by DNRC. Total payment for all purposes under this grant shall not exceed \$6,000.

SECTION 8. REPORTS. Quarterly progress reports for the periods ending each March, June, September, and December shall be submitted to DNRC during the term of the grant. Reports will provide status information for each project implementation task. Status information will include, at a minimum, project activities during the quarter, costs incurred, funds remaining and projected completion date. The Project Sponsor shall report on total project costs including those funded by the Project Sponsor and other matching funds. Significant problems encountered shall be noted and necessary scope and time line modifications requested.

Quarterly reports must be submitted to DNRC within fifteen (15) calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly report has not been approved or if there is a delinquent report.

A final report and a signed certificate of compliance will be submitted to the DNRC upon project completion. One hard copy and one electronic copy (in pdf format) of the final report that details the project status, results, accomplishments, and financial status will be submitted to the DNRC liaison. Information required in the final report is presented in Attachment C. Final disbursement of grant funds is contingent upon DNRC receipt and approval of the final report.

SECTION 9. RECORDS AND AUDITS. The Project Sponsor will maintain appropriate and adequate records showing complete entries of all receipts, disbursements, and other transactions relating to the project. DNRC, the Legislative Audit Division, or the Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents that the Project Sponsor maintains under or in the course of this grant to ensure compliance with its terms and conditions.

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. DNRC or its agents may monitor and inspect all phases and aspects of the Project Sponsor's performance to determine compliance with the Scope of Work, and other technical and administrative requirements in this Agreement, including the adequacy of records and accounts. DNRC may present specific areas of concern to the Project Sponsor providing the Project Sponsor the opportunity to better accomplish the goals and objectives of the grant and conditions of this Agreement.

Because this grant is from public funds, public access to the project site and project records must be available. The Project Sponsor shall accommodate requests for public access to the site and records with due consideration for safety, private property rights, and convenience of everyone involved.

SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION. The project is for the benefit of the Project Sponsor. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities or work-site of the Project Sponsor or any contractors that might be engaged for completion of the project. The Project Sponsor is independent from and is not an employee, officer or agent of DNRC. The Project Sponsor, its employees and contractors are not covered by the Workers' Compensation laws applicable to DNRC as an employer. The Project Sponsor is responsible for making sure that its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

The Project Sponsor is independent, is not an employee of the State of Montana or of DNRC, and is not covered by the Workers' Compensation laws applicable to DNRC as an employer. The Project Sponsor must acquire Workers' Compensation coverage or the appropriate exemption.

SECTION 12. EQUAL EMPLOYMENT. Any hiring of employees under this Agreement shall be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, or political belief. "Qualifications" mean qualifications as are generally related to competent performance of the particular occupational task.

SECTION 13. INDEMNITY AND LIABILITY. The Project Sponsor shall defend, indemnify and hold harmless DNRC and the State of Montana and its agents from and against any and all claims, demands, or actions for damages to property or injury to persons or other damages to persons or entities arising out of or resulting from the performance of the work or services funded by this grant. This grant is not intended to relieve a liable party of financial or legal responsibility.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules and ordinances. It shall be the Project Sponsor's responsibility to obtain all permits, licenses or authorizations that might be required from government authorities for completion of the project. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. This grant should not be taken to imply that any permits, or authorizations issued by DNRC or other state agency will be approved.

SECTION 15. COPYRIGHT- GOVERNMENT RIGHT TO USE. Any graphic or photographic material developed under this Agreement may be copyrighted with the proviso that the State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state government purposes.

SECTION 16. FAILURE TO COMPLY. If the Project Sponsor fails to comply with the terms and conditions of this grant or reasonable directives or orders from DNRC, DNRC may terminate the grant and refuse disbursement of any additional funds under the grant. Such termination will become a consideration in any future application for grants from the RDGP.

SECTION 17. ASSIGNMENT AND AMENDMENT. This grant is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of the grant.

SECTION 18. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this grant shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

The Project Sponsor and Grantee hereby accepts this grant according to the above terms and conditions.

I hereby certify that the information and all statements in the grant application are true, complete and accurate to the best of my knowledge and that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that this project will comply with applicable statutory and regulatory standards. I further certify that I am authorized to enter into and sign a binding agreement with the Department of Natural Resources and Conservation.

By: \_\_\_\_\_  
For: City of Miles City \_\_\_\_\_ Date

By: \_\_\_\_\_  
For: DNRC \_\_\_\_\_ Date

## Attachment A Scope of Work

The project sponsor will hire contracted services to write a grant application to the U.S. Environmental Protection Agency's Brownfields Assessment, Revolving Loan Fund, and Cleanup grant competition.

Attachment B Budget

Task	RDG Grant	Match	Total
Write grant application	\$6,000	\$600	\$6,600
Total	\$6,000	\$600	\$6,600

Note:

Miles City match will be cash contribution.

## Attachment C

### Suggested Final Report Format and Certificates of Completion

(Final Report: One hard copy and one compact disc with all contents in PDF format required)

1. Title Page:
  - A. Grantee's name, address, and telephone numbers.
  - B. Name, address, and telephone of other contacts if primary contacts are not available.
  - C. Funding: total project cost and amount of grant.
  - D. State where copies of the report may be obtained (Project Sponsor contact person name, address, phone number. An email address or website is acceptable).
2. Introduction: Describe the project history, location and purpose.
3. Discussion and Results:
  - A. State project goals and objectives agreed to in the grant agreement:
    - i. Describe tasks that were completed.
    - ii. Compare the project goals and objectives with actual project results. Explain differences between project goals and objectives and actual project results.
  - B. Describe the planning process (Example: discuss project design, independent review, coordination with agencies, permits required, and other activities).
  - C. Summarize problems encountered and solutions adopted. What would you do differently?
  - D. Offer comment or recommendations to others undertaking this type of project.
4. Public Benefit:

Describe the project's overall public benefits; what is the impact or potential impact of the project's benefits on the local and regional area?
5. Grant Administration & Project Costs:
  - A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
  - B. Budget: Summarize how the monies were spent by budget category and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Was the project completed according to budget? Explain cost overruns or savings. Discuss unbudgeted expenses that arose.
  - C. List any funds from other sources or in-kind services that were used to fund the project.
6. Project Completion and Certification
  - A. Project Sponsor's Certificate of Compliance (must be signed for all projects).
  - B. As Built Drawings, if requested by the Department (construction projects only).
  - C. Engineer's Statement of Final Completion (if applicable).

FINAL REPORT

CERTIFICATE OF COMPLIANCE

Project Sponsor:

Name of Project:

I, the undersigned, being duly qualified, respectfully, of the \_\_\_\_\_ (Name of Sponsor), in the County of \_\_\_\_\_, State of Montana, do hereby certify that the above-named project is in **full** compliance with all of the covenants and conditions set forth in grant Agreement Number \_\_\_\_\_ between the \_\_\_\_\_ (Name of Sponsor) and the State of Montana, Department of Natural Resources and Conservation.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

STATEMENT OF COMPLETION

Project Sponsor:

Name of Project:

I, \_\_\_\_\_ (enter name of Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_ do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
P.E. Number

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

(Name of firm)

(Address of firm)