



CITY OF MILES CITY

Special Council Meeting Agenda

June 29, 2026 at 12:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. REQUEST OF CITIZENS AND PUBLIC COMMENT

2. NEW BUSINESS

- A.** RESOLUTION NO. 4697 - A RESOLUTION APPROVING A MONTANA DEPARTMENT OF COMMERCE COAL BOARD CONTRACT #MT-CB-EP-27-1039 IN AN AMOUNT NOT TO EXCEED \$150,000 FOR PURCHASE OF A MINI PUMPER.

3. ADJOURNMENT

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 on the matter. Public matter does not include contested cases and other adjudicative proceedings

**MONTANA DEPARTMENT OF COMMERCE
COAL BOARD
CONTRACT #MT-CB-EP-27-1039**

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

The Grantee and the Board hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding for project activities approved by the Montana Coal Board ("Board" or "Program") for which the Grantee has applied for grant funds pursuant to §§ 90-6-201 *et seq.*, Montana Code Annotated ("MCA").

Section 2. AUTHORITY

- (a) This Contract is issued under authority of Title 90, Chapter 6, Part 2 of the MCA, and Title 8, Chapter 101, of the Administrative Rules of Montana ("ARM"). The Board is attached to the Montana Department of Commerce ("Department") for administrative purposes under § 2-15-1821, MCA. The Department provides staff for the Board and the Department and its staff are specifically authorized to direct and supervise the budgeting, recordkeeping, reporting, and related administrative and clerical functions of the Board with respect to this Contract per § 2-15-121 MCA.
- (b) The Grantee warrants that it is eligible for Coal Board grants as required by Title 90, Chapter 6, Part 2, MCA, and has the statutory authority to make expenditures to provide the particular government service or facility funded under this Contract.
- (c) The Grantee acknowledges that the authorization of any Program funds by this Contract is subject to the availability of funds in the Coal Natural Resource Account provided for in § 90-6-1001, MCA.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Board and/or the Department (collectively "Project"), is specifically incorporated into this Contract by reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be

amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Board or the Department for the Program, including all the provisions, guidelines, and requirements set forth on the Board's website at: [Planning and Project Grants - Community MT Division \(mt.gov\)](https://www.mt.gov/Planning-and-Project-Grants-Community-MT-Division).

- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on December 31, 2027, or Department approval of Grantee's Project completion report, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between June 4, 2026 and September 30, 2027. All requests for reimbursement must be submitted to the Department within ninety (90) days after September 30, 2027.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Board or the Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least ninety (90) days prior to December 31, 2027.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract as set forth in the Grantee's application for Program assistance, including any amendments, resulting from the review of the application by the Board or the Department. The Grantee will use Program funds for the following major components of the Project:

- Purchase of a mini pumper for fire responses

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$150,000.
- (b) A copy of the Project budget is attached as Exhibit B and specifically incorporated herein by this reference. Any changes to the budget as proposed and incorporated within this Contract require a written request and Department approval.
- (c) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Board and may be used to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Miles City, Montana.
- (b) The Grantee shall provide the Board, the Department, Montana Legislative Auditor, or their authorized agents access to any records related to the Project or otherwise necessary to determine contract compliance, at no cost to the Department, Montana Legislative Auditor, or their authorized agents.

Section 9. LIAISONS

All project management on behalf of the Board and the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:

Mariah Meyers (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2867
Mariah.meyers@mt.gov

For the Grantee:

Eddy Kanduch (or successor)
City of Miles City
17 S. 8th Street
Miles City, MT 59301
406-234-3462
ekanduch@milescity-mt.org

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) 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.
- (c) 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.
- (d) 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.
- (e) The Department is allowed fifteen (15) business 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.
- (f) 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.

- (g) 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.
- (h) If the Board or the Department determines, in its sole discretion, 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 Board or the Department and the Grantee agree on a plan to remedy the deficiency.
- (i) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (j) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 11. REPORTING REQUIREMENTS

- (a) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department (as prescribed by the Department) in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) Project Completion Report: Upon completion of the Project, the Grantee will submit a final Project completion report (as prescribed by the Department) for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out.

Section 12. PROJECT MONITORING

The Board, the Department, or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department or the Board.

Section 13. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail, electronic mail, or personal service.

Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract. If the number is not provided, the Department is not obligated to pay the invoice.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Grantee may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (§ 18-4-141, MCA). Grantee is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding: The Board, at its sole discretion, may terminate or reduce the scope and budget of this Contract if any funding sources are eliminated or reduced for any reason, including as permitted by § 18-4-313(4), MCA. If a termination or modification is required, the Board may, if sufficient Program funds are available, compensate the Grantee for eligible

services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.

- (b) Termination for Cause with Notice to Cure Requirement: The Board may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Board or the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's or the Board's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but 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, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016. Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and 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, disability, military service or veteran status, vaccination status, or marital status by the persons performing this Contract.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with §§ 2-7-503, 2-7-504, MCA, implementing administrative rules, and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Board, the Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with §§ 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract, at no cost to the Department.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with §§ 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. The Grantee accepts responsibility for supplying, and requiring all subcontractors to supply, the Department proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. The Grantee agrees that neither the Grantee nor its employees are employees of the State. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

- (a) Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee, the Board, and the Department. The Grantee, the Board, and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Board, the Department, and the Grantee.
- (b) Property Management and Equipment. Title to real property or capital equipment acquired under a grant or subgrant will vest upon acquisition in the Grantee or subgrantee, respectively. The Grantee may not transfer title to any real property or capital equipment acquired in whole or in part with the funds provided under this Contract without first receiving the Board's written approval of the transfer. The Grantee is liable to the Board for the value of any real property or capital equipment disposed of in violation of this provision.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase and maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA.
- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if*

"occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

- (d) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify and hold harmless State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of the Grantee's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts subcontractor may be liable.

Claims under this provision also include those arising out of or in any way connected with the Grantee's breach of this contract, including any Claims asserting that any of the Grantee's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under Internal Revenue Code ("Code") 26 USC §§ 4980H, 6055 or 6056.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this Contract by any governmental department or agency.

Section 27. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 28. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Board to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Board to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees except as provided in Section 24, Hold Harmless and Indemnification.

Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding. This Contract supersedes all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all Parties.

The parties through their authorized agents have executed this Contract on the dates set out below.

MILES CITY

Chris Grenz, Mayor
Miles City

Date

ATTEST:

Mary Rowe, City Clerk

APPROVED AS TO FORM:

Signed by:

Daniel Rice

Daniel Rice, Attorney

BOARD:

Jon Wells
Montana Coal Board

Date

EXHIBIT A
Implementation Schedule

<u>IMPLEMENTATION SCHEDULE</u>													
TASK	QUARTERS 2026				QUARTERS 2027				QUARTERS 2028				
	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	
<u>PROJECT START-UP</u>													
A. Sign contract with Coal Board		X											
B. Secure approval of other funding	X												
C. Submit progress reports and drawdown request. (Progress reports quarterly if no reimbursements submitted)			X	X									
<u>PROJECT IMPLEMENTATION</u>													
A. Solicitation for Bids			X										
B. Conduct pre-construction conference													
C. Construction or purchase and installation of equipment				X									
D. Monitor Progress				X									
E. Final Inspection				X									
<u>PROJECT CLOSE-OUT</u>													
A. Submit project completion report.				2027									

EXHIBIT B
Budget

PROJECT BUDGET					
ADMINISTRATIVE COSTS	SOURCE: City of Miles City	SOURCE: Coal Board	SOURCE:	SOURCE:	TOTAL:
Grant Administration	* \$500	\$	\$	\$	\$500
Office Costs	\$	\$	\$	\$	\$
Professional Services	\$	\$	\$	\$	\$
Legal Costs	\$	\$	\$	\$	\$
Travel & Training	\$	\$	\$	\$	\$
<u>TOTAL ADMINISTRATIVE COSTS</u>	\$500	\$	\$	\$	\$500
ACTIVITY COSTS:					
Equipment Cost	\$100,000	\$150,000	\$	\$	\$250,000
Construction Cost	\$	\$	\$	\$	\$
Architectural/Engineering Design	\$	\$	\$	\$	\$
Product Completion (PER's, studies, etc.)	\$	\$	\$	\$	\$
Contingency	\$	\$	\$	\$	\$
TOTAL ACTIVITY COSTS	\$100,000	\$150,000	\$	\$	\$250,000
TOTAL PROJECT COSTS	\$100,500	\$150,000	\$	\$	\$250,500

Contract Information Sheet

Section 2, Item A.

Division staff are required to complete the items in blue print.		<i>Last Revised April 2026</i>	
Contract Number:	<u>MT-CB-EP-27-1039</u>	Original Contract Amount:	<u>\$150,000.00</u>
Contractor's Name:	<u>City of Miles City</u>	Amount of Prior Amendments:	<u>NA</u>
Contractor Liaison:	<u>Eddy Kanduch</u>	Current Amendment Amount:	<u>NA</u>
Contractor's Liaison Email:	<u>ekanduch@milescity-mt.org</u>	Total Contract Value:	<u>\$150,000.00</u>
Approved to Form Name:	<u>Daniel Rice</u>	Funding Source:	<u>State</u>
Approved to Form Email:	<u>drice@milescity-mt.org</u>	Program Number/Division:	<u>60 - Community MT</u>
Contractor (signee) Name:	<u>Chris Grenz</u>	Org Number:	<u>601026</u>
Contractor's Email:	<u>Mayor@milescity-mt.org</u>	Vendor Number:	<u>23484</u>
Contractor's Address:	<u>17 S. 8th Street</u>	Project Name (optional):	<u></u>
Contractor's Address 2:	<u>Miles City, MT 59301</u>	Start Date:	<u>Upon Execution</u>
Attest Name:	<u>Mary Rowe</u>	End Date:	<u>12/31/2027</u>
Attest Email:	<u>Cityclerk@milescity-mt.org</u>	Absolute End Date:	<u>NA</u>
Coal Board Chair:	<u>Jon Wells</u>	Fiscal Year of Original Contract:	<u>2026</u>
Coal Board Chair Email:	<u>jon.wells@mt.gov</u>		
Delegation:	<u>Commerce</u>		
Procurement Method:	<u>Exempt*</u>		
Contract Type:	<u>Grant</u>		
Contract Usage:	<u>Fixed</u>		
Purpose of this contract/amendment:	<u>Delegation Agreement Section 4.5.o* Program Grants; Equipment Purchase</u>		
Scope & duties of this contract:	<u>Purchase of a mini pumper for the Miles City Fire Department.</u>		

Liaison:	<u>Mariah Meyers</u>	Program Manager:	<u>banseth@mt.gov</u>
Liaison Email:	<u>mariah.meyers@mt.gov</u>	Bureau Chief:	<u></u>
Liaison Phone:	<u>406-841-2867</u>	Additional Commerce Staff:	<u></u>

Signatures:		Copies To:	
Division Administrator	<u><small>Signed by:</small> <i>Galen Steffens</i> 6/12/2026</u>	Liaison	<input checked="" type="checkbox"/>
Fiscal Review	<u><small>887689D0CF9F443...</small> <small>Signed by:</small> <i>Judy Clay</i> 6/12/2026</u>	Director (> \$200K)	<input type="checkbox"/>
Legal Counsel	<u><small>84C6873124BE432...</small> <small>Signed by:</small> <i>Amy Barnes</i> 6/12/2026</u>	Deputy Director (<\$25K)	<input type="checkbox"/>
Deputy Director	<u></u>	Perceptive	<input checked="" type="checkbox"/>
OBPP	<u></u>		
Information Technology	<u></u>		
SITSD	<u></u>		

Certificate Of Completion

Envelope Id: FFB84B2D-7C65-86E7-8124-7F5E4F5195FB
Subject: Montana Department of Commerce Contract #MT-CB-EP-27-1039 for Signature
Source Envelope:
Document Pages: 15
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
Contracts Admin
PO Box 200501
301 S. Park Ave
Helena, MT 596200501
doccontracts@mt.gov
IP Address: 161.7.26.239

Record Tracking

Status: Original
6/5/2026 3:37:13 PM
Security Appliance Status: Connected
Holder: Contracts Admin
docontracts@mt.gov
Pool: StateLocal

Location: DocuSign

Signer Events

Galen Steffens
galen.steffens@mt.gov
Division Administrator
Security Level: Email, Account Authentication (None)

Signature

Signed by:
Galen Steffens
6BD699DDCF9F443...
Signature Adoption: Pre-selected Style
Using IP Address: 161.7.26.117

Timestamp

Sent: 6/5/2026 3:43:25 PM
Resent: 6/11/2026 2:32:11 PM
Viewed: 6/12/2026 11:17:53 AM
Signed: 6/12/2026 11:18:04 AM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2026 11:17:53 AM
ID: ca5dc2ff-e6fb-4013-af6d-ca5b8e044fb1

Judy Clay
judy.clay@mt.gov
Security Level: Email, Account Authentication (None)

Signed by:
Judy Clay
84C6673124BE432...
Signature Adoption: Pre-selected Style
Using IP Address: 161.7.26.246

Sent: 6/12/2026 11:18:07 AM
Viewed: 6/12/2026 1:55:18 PM
Signed: 6/12/2026 1:56:42 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Amy Barnes
AmyBarnes@mt.gov
Security Level: Email, Account Authentication (None)

Signed by:
Amy Barnes
9A5134AB6C09496...
Signature Adoption: Pre-selected Style
Using IP Address: 161.7.26.163

Sent: 6/12/2026 1:56:43 PM
Viewed: 6/12/2026 2:00:41 PM
Signed: 6/12/2026 2:00:58 PM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2026 2:00:41 PM
ID: 0f9e7c5f-400b-4c2d-878b-fd8080c19bf3

Daniel Rice
drice@milescity-mt.org
Security Level: Email, Account Authentication (None)

Signed by:
Daniel Rice
C73A3A297B31456...
Signature Adoption: Pre-selected Style
Using IP Address: 64.89.210.173

Sent: 6/12/2026 2:01:00 PM
Viewed: 6/15/2026 12:32:32 PM
Signed: 6/15/2026 12:32:42 PM

Electronic Record and Signature Disclosure:

Accepted: 6/15/2026 12:32:32 PM
ID: 315f8034-7641-475b-be6c-3161feb2704

Signer Events

Signature

Timestamp

Chris Grenz
Mayor@milescity-mt.org
Mayor
City of Miles City
Security Level: Email, Account Authentication
(None)

Sent: 6/15/2026 12:32:44 PM

Electronic Record and Signature Disclosure:
Accepted: 2/6/2025 9:15:53 AM
ID: add9967e-8751-4559-83f7-ad980b3db4f0

Mary Rowe
Cityclerk@milescity-mt.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/28/2021 9:52:54 AM
ID: 9c6b5b97-6f7c-4903-964f-ab5539a95255

Jon Wells
Jon.wells@mt.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 4/14/2026 2:07:09 PM
ID: 4559d9f6-1d34-4f43-a309-8a0ea6146d1b

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

Becky Anseth
banseth@mt.gov
Security Level: Email, Account Authentication
(None)

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Sent: 6/5/2026 3:43:24 PM

Electronic Record and Signature Disclosure:
Accepted: 3/26/2025 9:33:27 AM
ID: bf17a658-c8b4-412b-a2b1-86e031c979d4

Mariah Meyers
Mariah.Meyers@mt.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/5/2026 3:43:24 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mandy Rambo
Mandy.rambo@mt.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events

Status

Timestamp

Marta Bertoglio

marta.bertoglio@mt.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/10/2026 9:49:02 AM

ID: f25eccf4-cd66-493a-aad8-7fb699f9a54d

Eddy Kanduch

ekanduch@milescity-mt.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/22/2026 9:42:28 AM

ID: 8ea688e0-2d7a-4708-a515-268674c041d2

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/5/2026 3:43:25 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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RESOLUTION NO. 4697

A RESOLUTION APPROVING A MONTANA DEPARTMENT OF COMMERCE COAL BOARD CONTRACT #MT-CB-EP-27-1039 IN AN AMOUNT NOT TO EXCEED \$150,000 FOR PURCHASE OF A MINI PUMPER.

WHEREAS, the Miles City has been awarded a Montana Department of Commerce Coal Board Contract in an amount not to exceed \$150,000 for the purchase of a Mini Pumper;

AND WHEREAS, the terms of said grant have been reduced to writing and presented to the City Council for approval;

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

1. The “**MONTANA DEPARTMENT OF COMMERCE COAL BOARD CONTRACT #MT-CB-EP-27-1039**” attached hereto as Exhibit “A,” is hereby approved and adopted by this Council.
2. The Mayor shall have the authority to execute the same, and to bind the 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 REGULAR MEETING THIS 29TH DAY OF JUNE, 2026.

C.A. Grenz, Mayor

ATTEST:

Mary Rowe, City Clerk