

STATE OF MONTANA DEPARTMENT OF COMMERCE  
**MONTANA COAL BOARD MEETING**

**September 12, 2019 – Billings, Montana**  
**Big Horn Resort; 1801 Majestic Lane, Billings, MT**

John Williams (Chair), Colstrip – Impact Area  
Sidney Fitzpatrick (Vice Chair), Hardin– Impact Area  
Amber Henning, Missoula – Attorney  
Marianne Roose, Eureka – Public Administration

Tim Schaff, Roundup – Education  
Sean Smith, Anaconda-Business  
Veronica Small-Eastman, Lodge Grass - Education

**Notice of Public Meeting**

**September 11, 2019:**

The Board may gather informally for dinner at 6:00p.m. at Rib and Chop House, 1849 Majestic Lane, Billings, MT. Members of the public are also invited to attend dinner at their own expense.

**September 12, 2019:** The Board will hold a quarterly meeting at 8:30 am, Thursday, September 12, 2019, at the Big Horn Resort; 1801 Majestic Lane, Billings, MT. For more information or to request reasonable accommodations for a disability, please contact CDD staff at (406) 841-2770 or at [DOCCDD@mt.gov](mailto:DOCCDD@mt.gov) before the meeting. Conference call information for this meeting is available on the Coal Board website (<https://comdev.mt.gov/Boards/Coal/Meetings>).

**Agenda:**

1. Call to order
2. Roll call
3. Opportunity for public comment on items not on the agenda, but within the Board's jurisdiction
4. Approval of Minutes
  - a. Approval of Orientation minutes (June 19, 2019)
    - *Opportunity for public comment*
    - *Board discussion*
    - *Board action (as applicable)*
5. Budget Status Update
  - *CDD Staff update*
  - *Opportunity for public comment*
  - *Board discussion*
  - *Board action (as applicable)*
6. Project Updates
  - a. Musselshell County, Grant 0871 project update
    - *CDD Staff update*
    - *Opportunity for public comment*
    - *Board discussion*
    - *Board action (as applicable)*
  - b. Hardin High School, Grant 0846, scope of work change request and environmental review documents
    - *CDD Staff update*
    - *Opportunity for public comment*
    - *Board discussion*
    - *Board action (as applicable)*

- c. Open and Closed Project Updates
  - o *CDD Staff update*
  - o *Opportunity for public comment*
  - o *Board discussion*
  - o *Board action (as applicable)*
- 7. Board Internal Procedures
  - a. Election of Officers Procedure Discussion
    - o *CDD Staff update*
    - o *Opportunity for public comment*
    - o *Board discussion*
    - o *Board action (as applicable)*
  - b. Public Participation Procedure Discussion
    - o *CDD Staff update*
    - o *Opportunity for public comment*
    - o *Board discussion*
    - o *Board action (as applicable)*
- 8. Board Officer Elections – Chair and Vice-Chair
  - o *Opportunity for public comment*
  - o *Board discussion*
  - o *Board action (as applicable)*
- 9. New Business – New Applications (see Table below)
  - o *CDD Staff update*
  - o *Opportunity for public comment and discussion of environmental review\**
  - o *Board discussion*
  - o *Board action (as applicable)*

\*Please note that as the Board reviews the following applications, action in the form of an environmental determination may be made by the Board.

<b>Applicant #</b>	<b>Applicant</b>	<b>Project Description</b>	<b>Funds Requested</b>	<b>Total Project Costs</b>
*0880	Big Horn County	Construction of additional space for hospital emergency department	\$287,159	\$1,758,791
*0881	City of Colstrip	Purchase of aerial fire apparatus for fire department	\$350,000	\$355,000
*0882	Colstrip Public Schools	Construction of ADA improvements at high school gymnasium	\$271,303	\$355,155
0883	City of Colstrip	Marketing study for City	\$25,000	\$100,000
*0884	Big Horn County	Purchase of tasers for sheriff's department	\$38,060	\$38,060
0885	Rosebud County	Development of a PAR and needs assessment for a business center	\$80,000	\$160,000
0886	City of Miles City	Construction of runway and taxiway improvements at airport	\$275,000	\$4,452,908
		Total Requested:	\$1,326,522	

- 10. Old Business
  - o *CDD Staff update*
  - o *Opportunity for public comment*
  - o *Board discussion*
  - o *Board action (as applicable)*

11. Opportunity for public comment

12. Board Matters

- a. Confirmation of next meeting dates and location
- b. Items for the next agenda

13. Adjourn

**Montana Coal Board**  
**Draft Orientation Meeting Minutes**  
**June 19, 2019**  
Billings Hotel and Convention Center

**Board Members Present**

Chairman John Williams, Vice-Chair Sidney Fitzpatrick, Marianne Roose, and Amber Henning, and Veronica Small-Eastman.

**Montana Department of Commerce Staff Present**

Jennifer Olson, Division Administrator, A.C. Rothenbuecher, Operations Manager, Anne Pichette, Administrative Officer, and Anita Proul, Executive Assistant.

**Public Present**

No public present

**Welcome**

Ms. Pichette welcomed everyone to orientation of the Montana Coal Board at 12:44 p.m.

**Roll call**

Ms. Pichette called the roll for board members. The following board members were present: Chairman Williams, Vice-Chair Sidney Fitzpatrick, Amber Henning, Marianne Roose, and Veronica Small-Eastman. Tim Schaff and Sean Smith were absent.

**Opportunity for Public Comment**

None provided as no public present or on phone

**Introductions**

- Ms. Pichette notified the board of a new appointee, Sean Smith from Anaconda, but that he was not going to be able to attend the orientation or board meeting

**Orientation Binder Review:**

- Overview of Coal Board
- Coal Board Precis
- Open Meeting Laws Presentation
  - Ms. Olson pointed out that Coal Board does not currently have internal operating procedures with respect to notice and public participation – how and when to expect notice
  - Two options – choose to make their own or adopt the agency's
  - Will have to go on the agenda for next meeting
  - Next quarterly meeting - provide copies of Department Policy for discussion, subsequent meeting to adopt
- Pertinent Montana Code Annotated Statues
  - Ms. Henning referenced a memo from the legal department about impact
  - Memo will be provided to add to orientation binders

**Montana Coal Board**  
**Draft Orientation Meeting Minutes**  
**June 19, 2019**  
Billings Hotel and Convention Center

- Coal Board Impact Area
- Charts
  - Coal Board Funding by Biennia
  - Application Process Flowchart
- Environmental Review for Grant Projects
  - Will be recorded and available on website for access any time
- Robert's Rules of Order
- Application Example
- Travel Expense Information
- Historical Record of Coal Board Grants
- Department of Commerce Contacts

**Other Comments/Questions**

**Adjournment**

Chair Williams entertained motion to adjourn. Motion by Ms. Henning and seconded by Vice-Chair Fitzpatrick. Meeting adjourned at 4:30 pm.

# Budget Update

September 12, 2019

2019 Biennium

Legislative Appropriation (HB 209):	\$6,822,204.00
FY 2018 (7/1/17-6/30/18) Appropriation:	\$3,403,336.00
FY 2018 Revenue Available to Date:	\$3,631,279.46
FY 2018 Awards Made to Date:	\$3,403,336.00
FY 2018 Revenue Available to Award:	\$0.00
FY 2019 (7/1/18-6/30/19) Appropriation:	\$3,418,868.00
FY 2019 Revenue Available to Date:	\$3,553,951.65
FY 2019 Awards Made to Date:	\$3,414,262.00
Funds Reverted:	\$138,539.32
FY 2019 Revenue Available to Award:	\$0.00
2019 Biennium Awarded:	\$6,817,598.00
2019 Biennium Appropriation Remaining to Award:	\$4,606.00
Revenue Available (for pending award #0876):	\$4,606.00

Tribal/State 7% Limit	
2018 Appropriation Tribal/State Limit of 7%:	\$238,233.52
2018 Fiscal Year Awarded:	\$170,356.00
2018 Difference:	\$67,877.52
2019 Appropriation Tribal/State Limit of 7%:	\$239,320.76
2019 Fiscal Year Awarded:	\$154,621.00
2019 Difference:	\$84,699.76

Designated (at least 50%) Available by Fiscal Year	
2018 Designated (at least 50% of 2018 FY Approp.)	\$1,735,701.36
2018 Awards for Designated	\$2,918,868.00
2019 Designated (at least 50% of 2019 FY Approp.)	\$1,743,622.68
2019 Awards for Designated	\$3,359,262.00

Non-Designated (not more than 50%) Awarded by Fiscal Year	
2018 Non-Designated (not more than 50% of 2018 FY Approp.)	\$1,667,634.64
2018 Awards for Non-Designated	\$500,000.00
2019 Non-Designated (not more than 50% of 2019 FY Approp.)	\$1,675,245.32
2019 Awards for Non-Designated	\$55,000.00

# Budget Update

September 12, 2019

2021 Biennium

Legislative Appropriation (HB 2 and HB 292):	\$6,961,000.00
FY 2020 (7/1/19-6/30/20) Appropriation:	\$3,479,000.00
FY 2020 Revenue Available to Date:	\$762,261.38
FY 2020 Awards Made to Date:	\$0.00
FY 2020 Revenue Available to Award:	(\$95,849.02)
FY 2021 (7/1/20-6/30/21) Appropriation:	\$3,482,000.00
FY 2021 Revenue Available to Date:	\$0.00
FY 2021 Awards Made to Date:	\$0.00
Funds Reverted:	\$0.00
FY 2021 Revenue Available to Award:	(\$95,849.02)
2021 Biennium Awarded:	\$0.00
2021 Biennium Appropriation Remaining to Award:	\$6,961,000.00
Revenue Available:	(\$95,849.02)
Revenue Available with Reverted Funds (to award this meeting):	(\$95,849.02)

Tribal/State 7% Limit	
2020 Appropriation Tribal/State Limit of 7%:	\$243,530.00
2020 Fiscal Year Awarded:	\$0.00
2020 Difference:	\$243,530.00
2021 Appropriation Tribal/State Limit of 7%:	\$243,740.00
2021 Fiscal Year Awarded:	\$0.00
2021 Difference:	\$243,740.00

Designated (at least 50%) Available by Fiscal Year	
2020 Designated (at least 50% of 2020 FY Approp.):	\$1,774,290.00
2020 Awards for Designated	\$0.00
2021 Designated (at least 50% of 2021 FY Approp.):	\$1,775,820.00
2021 Awards for Designated	\$0.00

Non-Designated (not more than 50%) Awarded by Fiscal Year	
2020 Non-Designated (not more than 50% of 2020 FY Approp.):	\$1,704,710.00
2020 Awards for Non-Designated	\$0.00
2021 Non-Designated (not more than 50% of 2021 FY Approp.):	\$1,706,180.00
2021 Awards for Non-Designated	\$0.00

# Revenue History

2007-2013

2007 (fund 02511)												Coal Tax Revenue Percent	2.90%
<b>Rev_Exp Amount</b>	<b>Month</b>												
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>
510421 Coal Tax		256,454.89		(4,888.43)	304,274.15		187,689.21	107,627.26		294,577.83	0.00		1,145,734.91
510422 Accrual Coal Production Tax				(259,706.05)								284,720.00	25,013.95
<b>Total</b>	<b>0.00</b>	<b>256,454.89</b>	<b>0.00</b>	<b>(264,594.48)</b>	<b>304,274.15</b>	<b>0.00</b>	<b>187,689.21</b>	<b>107,627.26</b>	<b>0.00</b>	<b>294,577.83</b>	<b>0.00</b>	<b>284,720.00</b>	<b>1,170,748.86</b>
2008 (fund 02511)												Coal Tax Revenue Percent	2.90%
<b>Rev_Exp Amount</b>	<b>Month</b>												
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>
510421 Coal Tax	266,641.62	1,516.10		339,800.49	2,606.99		336,953.39	3,537.77		29.42	330,559.90	103.05	1,281,748.73
510422 Accrual Coal Production Tax				(284,720.00)								301,033.22	16,313.22
<b>Total</b>	<b>266,641.62</b>	<b>1,516.10</b>	<b>0.00</b>	<b>55,080.49</b>	<b>2,606.99</b>	<b>0.00</b>	<b>336,953.39</b>	<b>3,537.77</b>	<b>0.00</b>	<b>29.42</b>	<b>330,559.90</b>	<b>301,136.27</b>	<b>1,298,061.95</b>
2009 (fund 02511)												Coal Tax Revenue Percent	5.80%
<b>Rev_Exp Amount</b>	<b>Month</b>												
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>
510421 Coal Tax	167,905.80	135,373.67		354,750.80	2,950.53		248,126.42	152,105.88		42,801.10	311,600.99		1,415,615.19
510422 Accrual Coal Production Tax				(301,033.22)								325,023.76	23,990.54
<b>Total</b>	<b>167,905.80</b>	<b>135,373.67</b>	<b>0.00</b>	<b>53,717.58</b>	<b>2,950.53</b>	<b>0.00</b>	<b>248,126.42</b>	<b>152,105.88</b>	<b>0.00</b>	<b>42,801.10</b>	<b>311,600.99</b>	<b>325,023.76</b>	<b>1,439,605.73</b>
2010 (fund 02511, moved to fund 02445)												Coal Tax Revenue Percent	5.80%
<b>Rev_Exp Amount</b>	<b>Month</b>												
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>
510421 Coal Tax		295,705.72		338,615.57	1,017.16		337,886.80	7,493.24		308,943.66	1,011,820.33		2,301,482.48
510422 Accrual Coal Production Tax				(325,023.76)								538,650.48	213,626.72
<b>Total</b>	<b>0.00</b>	<b>295,705.72</b>	<b>0.00</b>	<b>13,591.81</b>	<b>1,017.16</b>	<b>0.00</b>	<b>337,886.80</b>	<b>7,493.24</b>	<b>0.00</b>	<b>308,943.66</b>	<b>1,011,820.33</b>	<b>538,650.48</b>	<b>2,515,109.20</b>
2011 (fund 02445)												Coal Tax Revenue Percent	5.80%
<b>Rev_Exp Amount</b>	<b>Month</b>												
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>
510421 Coal Tax	17,863.90	739,751.69		814,596.79	44,854.14		792,126.04	29,742.78	829.28	379,673.08	325,476.25		3,144,913.95
510422 Accrual Coal Production Tax				(538,650.48)								801,003.18	262,352.70
<b>Total</b>	<b>17,863.90</b>	<b>739,751.69</b>	<b>0.00</b>	<b>275,946.31</b>	<b>44,854.14</b>	<b>0.00</b>	<b>792,126.04</b>	<b>29,742.78</b>	<b>829.28</b>	<b>379,673.08</b>	<b>325,476.25</b>	<b>801,003.18</b>	<b>3,407,266.65</b>
2012 (fund 02445)												Coal Tax Revenue Percent	5.80%
<b>Rev_Exp Amount</b>	<b>Month</b>												
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>
510421 Coal Tax	478,552.73	229,945.98		518,784.61	398,977.25		562,498.88	325,049.60		715,661.79		5,270.09	3,234,740.93
510422 Accrual Coal Production Tax				(801,003.18)								529,422.79	(271,580.39)
<b>Total</b>	<b>478,552.73</b>	<b>229,945.98</b>	<b>0.00</b>	<b>(282,218.57)</b>	<b>398,977.25</b>	<b>0.00</b>	<b>562,498.88</b>	<b>325,049.60</b>	<b>0.00</b>	<b>715,661.79</b>	<b>0.00</b>	<b>534,692.88</b>	<b>2,963,160.54</b>
2013 (fund 02445)										1/1/13-9/30/13	Coal Tax Revenue Percent	5.80%	
<b>Rev_Exp Amount</b>	<b>Month</b>												
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>
510421 Coal Tax	609,198.17	8,941.30	76.04	1,016,937.04	6,420.77		781,776.84	23,364.52	(3.77)	657,249.04	59,665.69		3,163,625.64
510422 Accrual Coal Production Tax				(529,422.79)								701,188.44	171,765.65
<b>Total</b>	<b>609,198.17</b>	<b>8,941.30</b>	<b>76.04</b>	<b>487,514.25</b>	<b>6,420.77</b>	<b>0.00</b>	<b>781,776.84</b>	<b>23,364.52</b>	<b>(3.77)</b>	<b>657,249.04</b>	<b>59,665.69</b>	<b>701,188.44</b>	<b>3,335,391.29</b>

Revenue History

2014-2018

												7/1/13-9/30/13	Coal Tax Revenue Percent	5.80%	
2014 (fund 02445)													Coal Tax Revenue Percent	2.90%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax	277,977.82	506,219.60		483,339.81	422,231.90		416,844.61	7,519.67		188,654.13	189,054.27		2,491,841.81		
510422 Accrual Coal Production Tax				(701,188.44)								413,705.55	(287,482.89)		
<b>Total</b>	<b>277,977.82</b>	<b>506,219.60</b>	<b>0.00</b>	<b>(217,848.63)</b>	<b>422,231.90</b>	<b>0.00</b>	<b>416,844.61</b>	<b>7,519.67</b>	<b>0.00</b>	<b>188,654.13</b>	<b>189,054.27</b>	<b>413,705.55</b>	<b>2,204,358.92</b>		
2015 (fund 02445)													Coal Tax Revenue Percent	2.90%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax	118,144.28	228,623.71	84,100.00	274,564.66	210,346.50	1,640.67	446,900.67	8,273.03	122.34	379,966.56	33,379.00	7,300.41	1,793,361.83		
510422 Accrual Coal Production Tax				(413,705.55)								401,992.84	(11,712.71)		
<b>Total</b>	<b>118,144.28</b>	<b>228,623.71</b>	<b>84,100.00</b>	<b>(139,140.89)</b>	<b>210,346.50</b>	<b>1,640.67</b>	<b>446,900.67</b>	<b>8,273.03</b>	<b>122.34</b>	<b>379,966.56</b>	<b>33,379.00</b>	<b>409,293.25</b>	<b>1,781,649.12</b>		
2016 (fund 02445)													Coal Tax Revenue Percent	5.80%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax	339,047.64	78,091.81		417,407.03	494,680.93		639,129.32	123,266.45	(24.48)	251,261.51	402,513.04		2,745,373.25		
510422 Accrual Coal Production Tax				(401,992.84)								1,040,779.96	638,787.12		
<b>Total</b>	<b>339,047.64</b>	<b>78,091.81</b>	<b>0.00</b>	<b>15,414.19</b>	<b>494,680.93</b>	<b>0.00</b>	<b>639,129.32</b>	<b>123,266.45</b>	<b>(24.48)</b>	<b>251,261.51</b>	<b>402,513.04</b>	<b>1,040,779.96</b>	<b>3,384,160.37</b>		
2017 (fund 02445)													Coal Tax Revenue Percent	5.80%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax	247,193.27	693,771.22		755,932.38	101,974.55		648,624.21	80,414.86	(1,551.84)	531,173.29	146,179.43	7,422.78	3,211,134.15		
510422 Accrual Coal Production Tax				(1,040,779.96)								591,714.11	(449,065.85)		
<b>Total</b>	<b>247,193.27</b>	<b>693,771.22</b>	<b>0.00</b>	<b>(284,847.58)</b>	<b>101,974.55</b>	<b>0.00</b>	<b>648,624.21</b>	<b>80,414.86</b>	<b>(1,551.84)</b>	<b>531,173.29</b>	<b>146,179.43</b>	<b>599,136.89</b>	<b>2,762,068.30</b>		
2018 (fund 02445)												Through FY19	Coal Tax Revenue Percent	5.80%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax		740,446.95		332,719.15	629,341.43	580.99	308,187.51	551,400.30		721,648.76	98,316.33	505.97	3,383,147.39		
510422 Accrual Coal Production Tax				(591,714.11)								839,846.18	248,132.07		
<b>Total</b>	<b>0.00</b>	<b>740,446.95</b>	<b>0.00</b>	<b>(258,994.96)</b>	<b>629,341.43</b>	<b>580.99</b>	<b>308,187.51</b>	<b>551,400.30</b>	<b>0.00</b>	<b>721,648.76</b>	<b>98,316.33</b>	<b>840,352.15</b>	<b>3,631,279.46</b>		

Revenue History

2019-2020

2019 (fund 02445)												Through FY19	Coal Tax Revenue Percent	5.80%
Rev_Exp Amount	Month													
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total	
510421 Coal Tax		918,302.50	(504.39)	519,416.85	439,644.24	0.00	702,308.56	235,857.70	0.00	625,338.13	95,829.81	(505.97)	3,535,687.43	
510422 Accrual Coal Production Tax				(839,846.18)		0.00						858,110.40	18,264.22	
<b>Total</b>	<b>0.00</b>	<b>918,302.50</b>	<b>(504.39)</b>	<b>(320,429.33)</b>	<b>439,644.24</b>	<b>0.00</b>	<b>702,308.56</b>	<b>235,857.70</b>	<b>0.00</b>	<b>625,338.13</b>	<b>95,829.81</b>	<b>857,604.43</b>	<b>3,553,951.65</b>	
2020 (fund 02445)												Coal Tax Revenue Percent	5.80%	
Rev_Exp Amount	Month													
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total	
510421 Coal Tax	222,429.42	539,831.96											762,261.38	
510422 Accrual Coal Production Tax													0.00	
<b>Total</b>	<b>222,429.42</b>	<b>539,831.96</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>762,261.38</b>	

MEMO

To: Coal Board Members

From: Department of Commerce Staff

Re: Budget Updates

Budget Updates will be provided at the September 12<sup>th</sup> Coal Board meeting.

# Revenue History

2007-2013

2007 (fund 02511)													Coal Tax Revenue Percent	2.90%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax		256,454.89		(4,888.43)	304,274.15		187,689.21	107,627.26		294,577.83	0.00		1,145,734.91		
510422 Accrual Coal Production Tax				(259,706.05)								284,720.00	25,013.95		
<b>Total</b>	<b>0.00</b>	<b>256,454.89</b>	<b>0.00</b>	<b>(264,594.48)</b>	<b>304,274.15</b>	<b>0.00</b>	<b>187,689.21</b>	<b>107,627.26</b>	<b>0.00</b>	<b>294,577.83</b>	<b>0.00</b>	<b>284,720.00</b>	<b>1,170,748.86</b>		
2008 (fund 02511)													Coal Tax Revenue Percent	2.90%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax	266,641.62	1,516.10		339,800.49	2,606.99		336,953.39	3,537.77		29.42	330,559.90	103.05	1,281,748.73		
510422 Accrual Coal Production Tax				(284,720.00)								301,033.22	16,313.22		
<b>Total</b>	<b>266,641.62</b>	<b>1,516.10</b>	<b>0.00</b>	<b>55,080.49</b>	<b>2,606.99</b>	<b>0.00</b>	<b>336,953.39</b>	<b>3,537.77</b>	<b>0.00</b>	<b>29.42</b>	<b>330,559.90</b>	<b>301,136.27</b>	<b>1,298,061.95</b>		
2009 (fund 02511)													Coal Tax Revenue Percent	5.80%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax	167,905.80	135,373.67		354,750.80	2,950.53		248,126.42	152,105.88		42,801.10	311,600.99		1,415,615.19		
510422 Accrual Coal Production Tax				(301,033.22)								325,023.76	23,990.54		
<b>Total</b>	<b>167,905.80</b>	<b>135,373.67</b>	<b>0.00</b>	<b>53,717.58</b>	<b>2,950.53</b>	<b>0.00</b>	<b>248,126.42</b>	<b>152,105.88</b>	<b>0.00</b>	<b>42,801.10</b>	<b>311,600.99</b>	<b>325,023.76</b>	<b>1,439,605.73</b>		
2010 (fund 02511, moved to fund 02445)													Coal Tax Revenue Percent	5.80%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax		295,705.72		338,615.57	1,017.16		337,886.80	7,493.24		308,943.66	1,011,820.33		2,301,482.48		
510422 Accrual Coal Production Tax				(325,023.76)								538,650.48	213,626.72		
<b>Total</b>	<b>0.00</b>	<b>295,705.72</b>	<b>0.00</b>	<b>13,591.81</b>	<b>1,017.16</b>	<b>0.00</b>	<b>337,886.80</b>	<b>7,493.24</b>	<b>0.00</b>	<b>308,943.66</b>	<b>1,011,820.33</b>	<b>538,650.48</b>	<b>2,515,109.20</b>		
2011 (fund 02445)													Coal Tax Revenue Percent	5.80%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax	17,863.90	739,751.69		814,596.79	44,854.14		792,126.04	29,742.78	829.28	379,673.08	325,476.25		3,144,913.95		
510422 Accrual Coal Production Tax				(538,650.48)								801,003.18	262,352.70		
<b>Total</b>	<b>17,863.90</b>	<b>739,751.69</b>	<b>0.00</b>	<b>275,946.31</b>	<b>44,854.14</b>	<b>0.00</b>	<b>792,126.04</b>	<b>29,742.78</b>	<b>829.28</b>	<b>379,673.08</b>	<b>325,476.25</b>	<b>801,003.18</b>	<b>3,407,266.65</b>		
2012 (fund 02445)													Coal Tax Revenue Percent	5.80%	
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax	478,552.73	229,945.98		518,784.61	398,977.25		562,498.88	325,049.60		715,661.79		5,270.09	3,234,740.93		
510422 Accrual Coal Production Tax				(801,003.18)								529,422.79	(271,580.39)		
<b>Total</b>	<b>478,552.73</b>	<b>229,945.98</b>	<b>0.00</b>	<b>(282,218.57)</b>	<b>398,977.25</b>	<b>0.00</b>	<b>562,498.88</b>	<b>325,049.60</b>	<b>0.00</b>	<b>715,661.79</b>	<b>0.00</b>	<b>534,692.88</b>	<b>2,963,160.54</b>		
2013 (fund 02445)													1/1/13-9/30/13	Coal Tax Revenue Percent	5.80%
Rev_Exp Amount	Month														
Account	01 (Jul)	02 (Aug)	03 (Sep)	04 (Oct)	05 (Nov)	06 (Dec)	07 (Jan)	08 (Feb)	09 (Mar)	10 (Apr)	11 (May)	12 (Jun)	Total		
510421 Coal Tax	609,198.17	8,941.30	76.04	1,016,937.04	6,420.77		781,776.84	23,364.52	(3.77)	657,249.04	59,665.69		3,163,625.64		
510422 Accrual Coal Production Tax				(529,422.79)								701,188.44	171,765.65		
<b>Total</b>	<b>609,198.17</b>	<b>8,941.30</b>	<b>76.04</b>	<b>487,514.25</b>	<b>6,420.77</b>	<b>0.00</b>	<b>781,776.84</b>	<b>23,364.52</b>	<b>(3.77)</b>	<b>657,249.04</b>	<b>59,665.69</b>	<b>701,188.44</b>	<b>3,335,391.29</b>		

## Revenue History

2014-2019

												7/1/13-9/30/13	Coal Tax Revenue Percent	5.80%
2014 (fund 02445)													Coal Tax Revenue Percent	2.90%
<b>Rev_Exp Amount</b>	<b>Month</b>													
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>	
510421 Coal Tax	277,977.82	506,219.60		483,339.81	422,231.90		416,844.61	7,519.67		188,654.13	189,054.27		2,491,841.81	
510422 Accrual Coal Production Tax				(701,188.44)								413,705.55	(287,482.89)	
<b>Total</b>	<b>277,977.82</b>	<b>506,219.60</b>	<b>0.00</b>	<b>(217,848.63)</b>	<b>422,231.90</b>	<b>0.00</b>	<b>416,844.61</b>	<b>7,519.67</b>	<b>0.00</b>	<b>188,654.13</b>	<b>189,054.27</b>	<b>413,705.55</b>	<b>2,204,358.92</b>	
2015 (fund 02445)													Coal Tax Revenue Percent	2.90%
<b>Rev_Exp Amount</b>	<b>Month</b>													
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>	
510421 Coal Tax	118,144.28	228,623.71	84,100.00	274,564.66	210,346.50	1,640.67	446,900.67	8,273.03	122.34	379,966.56	33,379.00	7,300.41	1,793,361.83	
510422 Accrual Coal Production Tax				(413,705.55)								401,992.84	(11,712.71)	
<b>Total</b>	<b>118,144.28</b>	<b>228,623.71</b>	<b>84,100.00</b>	<b>(139,140.89)</b>	<b>210,346.50</b>	<b>1,640.67</b>	<b>446,900.67</b>	<b>8,273.03</b>	<b>122.34</b>	<b>379,966.56</b>	<b>33,379.00</b>	<b>409,293.25</b>	<b>1,781,649.12</b>	
2016 (fund 02445)													Coal Tax Revenue Percent	5.80%
<b>Rev_Exp Amount</b>	<b>Month</b>													
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>	
510421 Coal Tax	339,047.64	78,091.81		417,407.03	494,680.93		639,129.32	123,266.45	(24.48)	251,261.51	402,513.04		2,745,373.25	
510422 Accrual Coal Production Tax				(401,992.84)								1,040,779.96	638,787.12	
<b>Total</b>	<b>339,047.64</b>	<b>78,091.81</b>	<b>0.00</b>	<b>15,414.19</b>	<b>494,680.93</b>	<b>0.00</b>	<b>639,129.32</b>	<b>123,266.45</b>	<b>(24.48)</b>	<b>251,261.51</b>	<b>402,513.04</b>	<b>1,040,779.96</b>	<b>3,384,160.37</b>	
2017 (fund 02445)													Coal Tax Revenue Percent	5.80%
<b>Rev_Exp Amount</b>	<b>Month</b>													
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>	
510421 Coal Tax	247,193.27	693,771.22		755,932.38	101,974.55		648,624.21	80,414.86	(1,551.84)	531,173.29	146,179.43	7,422.78	3,211,134.15	
510422 Accrual Coal Production Tax				(1,040,779.96)								591,714.11	(449,065.85)	
<b>Total</b>	<b>247,193.27</b>	<b>693,771.22</b>	<b>0.00</b>	<b>(284,847.58)</b>	<b>101,974.55</b>	<b>0.00</b>	<b>648,624.21</b>	<b>80,414.86</b>	<b>(1,551.84)</b>	<b>531,173.29</b>	<b>146,179.43</b>	<b>599,136.89</b>	<b>2,762,068.30</b>	
2018 (fund 02445)												Through FY19	Coal Tax Revenue Percent	5.80%
<b>Rev_Exp Amount</b>	<b>Month</b>													
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>	
510421 Coal Tax		740,446.95		332,719.15	629,341.43	580.99	308,187.51	551,400.30		721,648.76	98,316.33	505.97	3,383,147.39	
510422 Accrual Coal Production Tax				(591,714.11)								839,846.18	248,132.07	
<b>Total</b>	<b>0.00</b>	<b>740,446.95</b>	<b>0.00</b>	<b>(258,994.96)</b>	<b>629,341.43</b>	<b>580.99</b>	<b>308,187.51</b>	<b>551,400.30</b>	<b>0.00</b>	<b>721,648.76</b>	<b>98,316.33</b>	<b>840,352.15</b>	<b>3,631,279.46</b>	
2019 (fund 02445)												Through FY19	Coal Tax Revenue Percent	5.80%
<b>Rev_Exp Amount</b>	<b>Month</b>													
<b>Account</b>	<b>01 (Jul)</b>	<b>02 (Aug)</b>	<b>03 (Sep)</b>	<b>04 (Oct)</b>	<b>05 (Nov)</b>	<b>06 (Dec)</b>	<b>07 (Jan)</b>	<b>08 (Feb)</b>	<b>09 (Mar)</b>	<b>10 (Apr)</b>	<b>11 (May)</b>	<b>12 (Jun)</b>	<b>Total</b>	
510421 Coal Tax		918,302.50	(504.39)	519,416.85	439,644.24	0.00	702,308.56	235,857.70	0.00	625,338.13	95,829.81	(505.97)	3,535,687.43	
510422 Accrual Coal Production Tax				(839,846.18)		0.00						858,110.40	18,264.22	
<b>Total</b>	<b>0.00</b>	<b>918,302.50</b>	<b>(504.39)</b>	<b>(320,429.33)</b>	<b>439,644.24</b>	<b>0.00</b>	<b>702,308.56</b>	<b>235,857.70</b>	<b>0.00</b>	<b>625,338.13</b>	<b>95,829.81</b>	<b>857,604.43</b>	<b>3,553,951.65</b>	

Grant No.	Grantee:	Project Description:	Direct Award Amount:	Contingent Award:	Amount Spent:	% Spent:	Award Date:	Expires:	Status:	Recaptured:
<b>2015 Biennium</b>										
0742	Town of Lodge Grass	Wastewater Project	\$200,000.00		\$173,461.68	87%	9/27/2013	9/30/2019	Open	
<b>2017 Biennium</b>										
0759	City of Colstrip	Phase 1 Wastewater	\$500,000.00		\$442,041.80	88%	6/12/2015	9/30/2019	Open	
0785	Big Horn County	Lodge Grass Hill Rd Imp	\$203,280.00		\$0.00	0%	6/16/2016	3/30/2020	Open	
0787	Crow Tribe of Indians	Phase 3c WW Collection	\$200,000.00		\$0.00	0%	6/16/2016	3/30/2020	Open	
0790	Broadview Fire Dpt	Fire Hall Addition	\$60,000.00		\$48,314.00	81%	6/16/2016	12/31/2019	Open	
0796	Hardin Public Schools	Track Repair	\$291,400.00		\$0.00	0%	6/16/2016	3/31/2020	Open	
0799	City of Colstrip	Water Storage Tank	\$138,000.00		\$125,838.66	91%	6/16/2016	3/31/2020	Open	
0805	Musselshell County	Road repairs		\$154,154	\$0.00	0%	12/19/2016	3/31/2022	Open	
0807	Lodge Grass Schools	Track & Field Repairs	\$100,000.00	\$410,347.00	\$507,542.83	99%	9/22/2016	12/30/2018	Closed	\$2,804.17
0810	Big Horn County	Elevator Replacement	\$149,000.00		\$149,000.00	100%	12/19/2016	12/31/2019	Closed	
0813	Musselshell County	Healthcare Equipment		\$300,000.00	\$300,000.00	100%	12/19/2016	3/31/2019	Closed	

Grant No.	Grantee:	Project Description:	Direct Award Amount:	Amount Spent:	% Spent:	Award Date:	Executed:	Expiration Date:	Status:	Recaptured:
<b>2019 Biennium</b>										
0821	Hardin Public Schools	School Facilities Assessment	\$ 37,800.00	\$ 32,963.22	87%	6/22/2017	5/21/2018	12/31/2018	Closed	4836.78
0825	Lame Deer Public Schools	School Housing Purchase	\$ 120,000.00	\$ 113,000.00	94%	6/22/2017	4/12/2018	9/30/2018	Open	
0830	Northern Cheyenne Utilities Com	Water and Wastewater Equipment	\$ 170,356.00	\$ -	0%	6/22/2017	6/25/2019	12/31/2020	Open	
0831	City of Miles City	Airport PER and Snow Removal Equipment purch.	\$ 43,900.00	\$ 8,500.00	19%	6/22/2017	5/24/2018	3/31/2020	Open	
0833	Musselshell County	Motor Grader	\$ 269,750.00	\$ 269,750.00	100%	1/18/2018	6/30/2018	3/31/2019	Closed	
0834	Golden Valley County	Jaws of Life	\$ 27,363.00	\$ 27,363.00	100%	1/18/2018	7/2/2018	3/31/2019	Closed	
0836	Rosebud County	Sheriff's Office Equipment	\$ 135,000.00	\$ 135,000.00	100%	1/18/2018	6/30/2018	3/31/2019	Closed	
0837	Town of Broadus	First Responder Capnography Machine	\$ 6,100.00	\$ 6,100.00	100%	1/18/2018	6/29/2018	3/31/2019	Closed	
0839	City of Colstrip	Economic Diversification Strategy Implementation Project	\$ 70,000.00	\$ 4,994.93	7%	1/18/2018	6/29/2018	3/31/2021	Open	
0841	Big Horn County	Law Enforcement Vehicle Fleet Upgrade	\$ 40,000.00		0%	3/22/2018	3/14/2019	12/31/2019	Open	
0842	Big Horn County	Library Capital Improvement Needs	\$ 20,433.00		0%	3/22/2018	3/14/2019	12/31/2019	Open	
0846	Hardin Public Schools	Activity Center Pool Roof Replacement	\$ 100,000.00		0%	3/22/2018	6/28/2019	6/30/2020	Open	
0848	Big Sky Economic Development	MSU Billings Science & Health Building	\$ 500,000.00		0%	3/22/2018	8/30/2018	3/31/2021	Open	
0849	Town of Hysham	Wastewater System Rehab Phase 1	\$ 60,000.00		0%	9/20/2018	3/25/2019	12/31/2020	Open	
0850	Big Horn County	County Memorial Hospital renovation and equipment	\$ 250,000.00		0%	12/21/2018	6/18/2019	12/31/2020	Open	

Grant No.	Grantee:	Project Description:	Direct Award Amount:	Amount Spent:	% Spent:	Award Date:	Executed:	Expiration Date:	Status:	Recaptured:
0851	Big Horn County	Excavator Purchase	\$ 82,500.00		0%	12/21/2018	6/17/2019	3/31/2020	Open	
0852	City of Hardin	Fire Station Pumper	\$ 100,000.00		0%	9/20/2018	5/13/2019	12/31/2020	Open	
0853	Lewistown	Creekside Central Station restroom facility & kiosk	\$ 40,000.00		0%	12/21/2018	5/21/2019	3/31/2020	Open	
0854	Northern Cheyenne Tribe	Transportation sand/salt facility	\$ 154,621.00		0%	3/21/2019	6/25/2019	6/30/2020	Open	
0855	Town of Broadus	Wastewater project	\$ 200,000.00		0%	12/21/2018	5/6/2019	9/30/2022	Open	
0856	Musselshell County	Roundup Memorial Healthcare equip	\$ 100,000.00	\$ 69,119.36	69%	9/20/2018	3/14/2019	12/31/2019	Open	
0857	Lame Deer Public Schools	School Bus purchase	\$ 112,000.00		0%	12/21/2018	6/7/2019	12/31/2020	Open	
0858	City of Lodge Grass	Purchase of skid steer	\$ 56,500.00	\$ 56,343.00	99.7%	3/21/2019	6/3/2019	3/31/2020	Closed	
0860	City of Roundup	Water Truck purchase	\$ 92,667.00		0%	12/21/2018	6/17/2019	9/30/2020	Open	
0861	Musselshell County	Side dump trailer purchase	\$ 49,726.00		0%	12/21/2018	4/18/2019	9/30/2020	Open	
0862	Musselshell County	Roundup Memorial Healthcare bed purchase	\$ 150,000.00	\$ 150,000.00	100%	12/21/2018	5/13/2019	12/31/2019	Closed	
0863	Rosebud County	Ashland Public School repairs	\$ 93,000.00		0%	12/21/2018	5/20/2019	3/31/2020	Open	
0864	City of Colstrip	Purchase of sewer jet/vac truck	\$ 300,000.00		0%	3/21/2019	6/11/2019	3/31/2020		
0865	Musselshell County	Farrel Street Bridge	\$ 389,969.00		0%	3/21/2019	5/6/2019	9/30/2022	Open	
0866	Rosebud County	PAR - Chief Dull Knife College	\$ 50,000.00		0%	3/21/2019	5/14/2019	3/31/2020	Open	
0867	Bighorn County	Purchase of battery powered rescue tools	\$ 25,370.00		0%	3/21/2019	5/28/2019	3/31/2020	Open	
0868	Bighorn County	Purchase of front-line ambulance remount	\$ 69,000.00		0%	3/21/2019	5/31/2019	3/31/2020	Open	
0869	Bighorn County	Purchase of management software and completion of a planning document for Lodge Grass Cemetery capital improvements	\$ 18,500.00		0%	3/21/2019	5/28/2019	3/31/2020	Open	
0870	Bighorn County	Purchase of Power lift stretchers with loading devices	\$ 72,000.00		0%	3/21/2019	5/28/2019	3/31/2020	Open	

Grant No.	Grantee:	Project Description:	Direct Award Amount:	Amount Spent:	% Spent:	Award Date:	Executed:	Expiration Date:	Status:	Recaptured:
0871	Musselshell County	Purchase new mower for County Road Department	\$ 58,736.00	0	0%	6/20/2019	6/27/2019	10/31/2019	Open	
0872	Yellowstone County	Build new fire station for Fuego Fire Service Area	\$ 135,080.00		0%	6/20/2019	9/4/2019	9/30/2021	Open	
0873	Colstrip Public Schools (SD19)	Replace bleacher seating and resurface gym floor	\$ 473,550.00		0%	6/20/2019	Routing	Routing	Open	
0874	Musselshell County	Purchase materials to upgrade Hawk Creek VFD building	\$ 15,848.00		0%	6/20/2019	6/27/2019	10/31/2019	Open	
0875	Colstrip Hospital District	Purchase two monitor/defibrillator units and radiology equipment	\$ 55,000.00		0%	6/20/2019	9/4/2019	1/31/2020	Open	
0876	Carter County	Initiate use of certified electronic health record system	\$ 135,000.00		0%	6/20/2019	Pending Applicant Decision	Pending Applicant Decision	Open	
0877	Big Horn County	Purchase data terminals for vehicles and desktop computers	\$ 19,958.00		0%	6/20/2019	9/4/2019	3/31/2020	Open	
0878	Rosebud County	Construct new thrift store in Lame Deer	\$ 150,000.00		0%	6/20/2019	Routing	Routing	Open	
0879	Roundup, City of	Install/replace about five blocks of water lines	\$ 400,000.00		0%	6/20/2019	Routing	Routing	Open	

# MUSSELSHELL COUNTY

NICOLE M. BORNER  
TOM BERRY  
ADAM E. CARLSON  
COUNTY COMMISSIONERS  
506 Main Street  
406-323-1104

CHERYL TOMASSI  
CLERK & RECORDER  
506 Main Street  
406-323-1104  
Fax: 406-323-3303

DARCIE L. HETRICK  
TREASURER  
SUPT. OF SCHOOLS  
ASSESSOR  
506 Main Street  
406-323-2504  
Fax: 406-323-3127



ROUNDUP, MONTANA 59072

SHAWN L. LESNIK  
SHERIFF  
CORONER  
820 Main Street  
406-323-1402  
Fax: 406-323-2566

KEVIN R. PETERSON  
COUNTY ATTORNEY  
506 Main Street  
406-323-2230  
Fax: 406-323-3458

BARB HALVERSON  
CLERK OF DISTRICT COURT  
506 Main Street  
406-323-1413  
Fax: 406-323-1710

BRAD MARKING  
JUSTICE OF THE PEACE  
P.O. Box 565  
406-323-1078

Community Development Division  
Montana Dept. of Commerce  
Coal Board Members  
PO Box 200523  
Helena, MT 59620-0523

6-24-19

Dear Coal Board Members and Staff at Department of Commerce,

Thank you to Coal Board Members and Department of Commerce for the recent grant awarded to Musselshell County. This grant No.\*0871 awarded to us enabled the Road Dept. to purchase a Heavy-duty Schulte mower XH1000-S4 and two Schulte flex arms FLX1510.

It is through the awarding of Coal Board grants that we have made great improvements in the safety, quality and quantity of the services we can provide to our communities. Without your help, these improvements would have been unattainable for our department.

Again, please accept our genuine **Thank you!**

Sincerely,  
Musselshell County Road Department  
Musselshell County Commissioners  
506 Main St.  
Roundup, MT 59072  
406-323-1104

**RECEIVED**

**JUN 26 2019**

Department of Commerce  
Community Development Division



Hardin School Districts 17-H & 1  
Eldon C. Johnson, Superintendent  
401 Park Road  
Hardin, MT 59034-2409  
Phone: 406-665-9304  
Fax: 406-665-9338  
[chad.johnson@hardin.k12.mt.us](mailto:chad.johnson@hardin.k12.mt.us)  
[www.hardin.k12.mt.us](http://www.hardin.k12.mt.us)

August 28, 2019

To: Members of the Montana Coal Board  
From: Mr. Eldon C. Johnson, Supt. Hardin SD 17H & 1  
Re: Scope Change for Grant #0846 (HCAC Roof Repair)

Dear Coal Board Members,

On behalf of Hardin School Districts 17H & 1, I write this letter in request of a change in scope for the awarded grant #0846. The original grant, written a couple of years ago, was seeking nearly \$400K in funding to replace the roof on the Hardin Community and Activity Center (pool)...however, the grant was awarded with a \$100K award which then required the Districts to commit \$400K to the project out of district funding. I do feel strongly that the school and community are "responsible" for much of that commitment; however, the entire project is now under consideration and it simply does NOT seem prudent, nor justifiable, to continue with the HCAC project as designed several years ago.

I would like to propose, for the Board's approval, a change in scope that perhaps includes something of greater importance due to safety concerns and necessary updates. In reviewing the FY19 facility assessments provided Hardin Schools by Collaborative Design, there is ONE theme that runs across all facilities...update to current fire alarm and suppression systems. I have enclosed sections of all facility reports we have at this time to show you the urgency of the matter. Hardin School Districts is respectfully requesting a 50/50 match with the grant...committing \$100K to the project for the highest priority facilities based on the proposals by Fire Suppression Inc. with the project to be final and completed by 1<sup>st</sup> quarter, 2020.

Thank you for your consideration in the matter...I will be attending the meeting in Billings on September 12<sup>th</sup>, 2019 to answer any questions or I can be contact at the information above!

Respectfully,

Eldon C. Johnson, Supt  
Hardin School Districts 17H & 1

**PROJECT BUDGET FOR**  
**HARDIN SD 17H & 1**  
**CHANGE IN SCOPE GRANT**  
**#0846**

Completed by: Eldon C. Johnson For: (location) Hardin SD 17H & 1, Hardin, MT Date: 8/28/19

<b>ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>SOURCE: Coal Board Grant</b>	<b>SOURCE: Funds x26, x29, x61</b>	<b>SOURCE:</b>	<b>SOURCE:</b>	<b>TOTAL:</b>
Grant Administration	\$	\$	\$	\$	\$
Office Costs	\$	\$	\$	\$	\$
Professional Services	\$	\$	\$	\$	\$
Legal Costs	\$	\$	\$	\$	\$
Travel & Training	\$	\$	\$	\$	\$
<b><u>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</u></b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$</b>	<b>\$</b>	<b>\$0.00</b>
<b>ACTIVITY COSTS:</b>					
Equipment Cost	\$100,000.00	\$83,451.10	\$	\$	\$183,451.10
Electrician Cost	\$	\$67,000.00	\$	\$	\$67,000.00
Architectural/Engineering Design	\$	\$	\$	\$	\$
Product Completion (PER's, studies, etc.)	\$	\$	\$	\$	\$
Contingency	\$	\$	\$	\$	\$
<b>TOTAL ACTIVITY COSTS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$100,000.00</b>	<b>\$150,451.10</b>	<b>\$</b>	<b>\$</b>	<b>\$250,451.10</b>

**IMPLEMENTATION SCHEDULE FOR HARDIN SD 17H & 1 – CHANGE IN SCOPE GRANT #0846**

TASK	QUARTERS 2011				QUARTERS 2012				QUARTERS 2013			
	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>
<b><u>PROJECT START-UP</u></b>												
A. Sign contract with Coal Board			XX									
B. Secure approval of otherfunding			XX									
C. Submit progress reports and drawdown request. (Progress reports quarterly if no draws submitted)				XX								
<b><u>PROJECT CONSTRUCTION</u></b>												
A. Architectural Design			N/A									
B. Conduct pre-constructionconference			XX									
C. Construction and purchase and installation of equipment				XX								
D. Monitor Progress				XX								
E. Final Inspection					XX							
<b><u>PROJECT CLOSE-OUT</u></b>												
A. Coal Board administrative staff conduct on-site monitoring of the project.					XX							
B. Submit project completion report.					XX							
C. Include project in audits.						XX						



# QUOTE

Fire Suppression Systems

171 Industrial Drive, Bozeman, MT 59715

t. 406-586-9510 f. 406-586-3701

Number AAAQ2194

Date Jun 12, 2019

### Sold To

**Hardin School District**  
Chad Guptil

### Ship To

**Hardin School District**  
Chad Guptil

### Your Sales Rep

**Todd Kenyon**  
406-586-9510 ext 106  
tkenyon@firesuppression.net

### Phone Fax

### Phone Fax

Chad,  
Thank you for taking the time to walk me through all the properties. Below are all the quotes. Each site should be shown as a subtotal. Billings Electric quotes for the wiring work will be sent over shortly on a separate email. I know I am cutting it close to get these to you, so I hope I didn't miss anything. Brief project descriptions are below.

#### Primary school:

We will remove and replace all devices and the main panel. New, compatible smoke detectors and pull stations will be installed at code compliant heights. The new system will be a voice evacuation type to meet current code requirements. Panel will also be networkable with all other fiber-connected fire alarm panels. Billings Electric will assist with installation of new conduit and wiring.

#### Parent Center:

We will remove and replace all existing devices and panel and replace with fiber-networkable fire alarm panel and compatible devices. This is a typical fire alarm panel without voice evacuation.

#### KRC:

We will remove and replace the existing fire alarm panel and all devices. We will replace with a voice evacuation panel that is fiber-networkable. New panel to be located on main level in the mechanical room. Billings Electric will assist with installation of new conduit and wiring.

#### High school and middle school:

This is a little tricky... We will run the high school and middle school off one fiber-networkable fire alarm panel to be located where the fire alarm panel is in the high school. Existing middle school fire alarm panel is no longer manufactured, parts are not available. Panel is also no longer UL listed. We will remove this panel and the initiating devices (smoke detectors, pull stations). We will extend wiring from the high school fire alarm panel to where the fire alarm panel used to be installed in the middle school. New initiating devices will be installed. We will not be altering anything else in either building. The new panel in the high school will be ready to handle voice evacuation once you are ready to bring the middle and high schools up to current code requirements.

#### Intermediate School:

We will replace the existing fire alarm panel with a voice evacuation compatible, fiber-networkable fire alarm panel. Once this building is ready to be brought up to code, the new panel will handle it.

#### FT. Smith:

Existing fire alarm panel is no longer manufactured, parts are not available. Panel is also no longer UL listed. We will replace with a code complaint, voice evacuation fire alarm panel. Billings Electric will assist with installation of new conduit and wiring. This location will need installation of 2, dedicated POTTS (plain telephone lines, no VoIP) to meet code required monitoring requirements.

#### Fiber-Optic Network:

We will need fiber-optic lines interconnecting the following building to be able to connect the fire alarm panel together, creating a single point of monitoring. High School to Intermediate, to Parent Center to KRC to Primary. This will have to be all fiber system. We will need to know what type of fiber system is currently installed single or dual mode. The programming and final labor for this is the last subtotal.

Qty	Description
-----	-------------

### PRIMARY

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED -

**Cerberus PRO Voice Enclosure Kit (Red)**

Consists of: One FHB2005-R1 3HU Backbox (red), two FHD2004-U1 Inner Door, one FHD2007-R3 Outer Door (red), one FHD2009-R1 Blank Outer Door Plate (red), two FHD2006-U1 Clear Window

**Cerberus PRO Voice Electronics Kit**

Consists of: One VCC2001-A1 Voice CPU Card, one VCC2002-A1 Voice I/O Card, one VCI2001-U1 50W Voice Amplifier Card, one VCA2002-A1 Voice Card Cage, one FCA2031-A1 Connection Module (MoNet), one VTO2001-U3 Option Module (24 switches), one VTO2004-U3 Option Module (Microphone)

252-point system with 300W power supply and operator interface with 24 zone LEDs

Consists of: One FCM2019-U3, one FP2012-U1, one FCI2016-U1 NAC module (1A/2B)

**Option module (24 switches)**

Cerberus PRO switch module used on FV922/FV924 to add manual voice control. Up to four VTO2001-U3s can be supported on a single panel enclosure row.

SLSPSWR-F SPK/ST,WALL,RED,FIRE

SLSWR-F ST,WALL,RED,FIRE

SLESB-KIT-R SINGLE GANG PLATE,RED

**Optical Smoke Detector**

6" DETECTOR BASE ASSY

Relay base (for use with H-Series and CerberusPro detectors)

**Heat Detector**

DUCT HOUSING - 2 WIRE WITH RELAY FOR ADDRESSABLE SYSTEMS

ST-25 2.5 FT SAMPLING TUBE

REMOTE TEST LAMP AND KEYSWITCH FOR MANUAL TESTING OF  
FDBZ492-R, FDBZ492-HR, FDBZ492-RP

MANUAL STATION -DUAL ACTION

Complete 6A PAD-5 Red Kit

**Voice Amplifier Card**

50 Watt amplifier card for the Voice system. The VCI2001 gets mounted in the VCA2002 card cage, with all speaker zone wiring connected to the card cage. Up to four VCI2001 amplifiers are supported on a single system.

**Ethernet module (Single Mode Fiber)**

Used for networking fire only and fire/voice panels together over Ethernet using single-mode fiber optic cables. This module mounts in the VCC2001 Voice CPU card (for voice systems) and/or the FN2012 modular Ethernet switch (for fire systems).

Labor Travel

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED -

Per Diem for over night

Standard mileage

Cad Drawings, Voltage and Battery Calculations, Flow calculations (If Clean Agent System)

Labor Standard

Miscellaneous parts for installation. Nuts, bolts screws, pipe hangers, flex or conduit etc.

Shipping / Freight charges

**SubTotal**

\$44,416.62

**Parent Center**

252-point system with 170W power supply and standard operator interface  
Consists of: One FCM2018-U3, one FP2011-U1, one FCI2016-U1

Inner door (solid, black)

NAC module (1A/2B)

Red 2 Height Unit 1 Window Enclosure kit (for FC922, FC924)  
Consists of: One FHB2002-R1, one FHD2004-U1, one FHD2006-U1, one FHD2002-R3

RS485 class A module (iso.)

Connection Module (MoNet)

Used for communication between an FCI2018/FCI2019 operating unit and either the VCC2001 Voice CPU (for fire/voice panels) or the FN2012 Ethernet Switch (for fire only panels). The FCA2031 mounts in Position 1 on an FCI2018/FCI2019 operating unit.

Ethernet switch (modular)

Used for networking fire only panels to other fire only or fire/voice panels over Ethernet. The FN2012 mounts in the back of a FHB2001 or FHB2002 enclosure backbox in place of a standard fiber module. The FN2012 supports one or two Ethernet modules (VN2001 for CAT5 connection, VN2002 for multimode fiber connection, or VN2003 for single-mode fiber connection).

Ethernet module (Mult Mode Fiber)

Used for networking fire only and fire/voice panels together over Ethernet using multimode fiber optic cables. This module mounts in the VCC2001 Voice CPU card (for voice systems) and/or the FN2012 modular Ethernet switch (for fire systems).

Optical Smoke Detector

Heat Detector

6" DETECTOR BASE ASSY

SLHSWR-F HRN/ST,WALL,RED,FIRE

SLESB-KIT-R SINGLE GANG PLATE,RED

SLSWR-F ST,WALL,RED,FIRE

Labor Travel

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED -

Per Diem for over night

Standard mileage

Cad Drawings, Voltage and Battery Calculations, Flow calculations (If Clean Agent System)

Labor Standard

Miscellaneous parts for installation. Nuts, bolts screws, pipe hangers, flex or conduit etc.

**SubTotal**

**\$18,021.90**

### **HEADSTART/ KRC**

Cerberus PRO Voice Enclosure Kit (Red)

Consists of: One FHB2005-R1 3HU Backbox (red), two FHD2004-U1 Inner Door, one FHD2007-R3 Outer Door (red), one FHD2009-R1 Blank Outer Door Plate (red), two FHD2006-U1 Clear Window

Cerberus PRO Voice Electronics Kit

Consists of: One VCC2001-A1 Voice CPU Card, one VCC2002-A1 Voice I/O Card, one VCI2001-U1 50W Voice Amplifier Card, one VCA2002-A1 Voice Card Cage, one FCA2031-A1 Connection Module (MoNet), one VTO2001-U3 Option Module (24 switches), one VTO2004-U3 Option Module (Microphone)

252-point system with 300W power supply and operator interface with 24 zone LEDs

Consists of: One FCM2019-U3, one FP2012-U1, one FCI2016-U1 NAC module (1A/2B)

Option module (24 switches)

Cerberus PRO switch module used on FV922/FV924 to add manual voice control. Up to four VTO2001-U3s can be supported on a single panel enclosure row.

Remote terminal (key, red)

Optical Smoke Detector

Heat Detector

6" DETECTOR BASE ASSY

MANUAL STATION -DUAL ACTION

SLSWR-F ST,WALL,RED,FIRE

SLSPSWR-F SPK/ST,WALL,RED,FIRE

Ethernet module (Single Mode Fiber)

Used for networking fire only and fire/voice panels together over Ethernet using single-mode fiber optic cables. This module mounts in the VCC2001 Voice CPU card (for voice systems) and/or the FN2012 modular Ethernet switch (for fire systems).

RS485 class A module (iso.)

Labor Travel

Per Diem for over night

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED -

Standard mileage

Cad Drawings, Voltage and Battery Calculations, Flow calculations (If Clean Agent System)

Labor Standard

Miscellaneous parts for installation. Nuts, bolts screws, pipe hangers, flex or conduit etc.

**SubTotal**

**\$26,206.80**

### **HIGH SCHOOL / MIDDLE SCHOOL**

Back box (3HU, red, deep)

3 height unit red backbox used for fire/voice systems. This works in conjunction with a 3 HU outer door, FHD2007

Outer door (3HU, 3 win, red)

3 height unit red outer door used for fire/voice systems. This works in conjunction with a 3HU backbox, FHB2005

Inner door (black)

Blank plate (red)

Red blank plate for the FHD2007 3HU outer door. This optional plate is used in place of a clear lens plate when no operator interface switches or microphones are used in that row.

Clear window

504-point system with 300W power supply and operator interface with 24 zone LEDs

Consists of: One FCM2019-U3, one FP2012-U1, one FCI2017-U1 NAC module (1A/2B)

Dialer module (DACT)

Remote display (red)

Ethernet switch (modular)

Used for networking fire only panels to other fire only or fire/voice panels over Ethernet. The FN2012 mounts in the back of a FHB2001 or FHB2002 enclosure backbox in place of a standard fiber module. The FN2012 supports one or two Ethernet modules (VN2001 for CAT5 connection, VN2002 for multimode fiber connection, or VN2003 for single-mode fiber connection).

Ethernet module (Single Mode Fiber)

Used for networking fire only and fire/voice panels together over Ethernet using single-mode fiber optic cables. This module mounts in the VCC2001 Voice CPU card (for voice systems) and/or the FN2012 modular Ethernet switch (for fire systems).

RS485 class A module (iso.)

Connection Module (MoNet)

Used for communication between an FCI2018/FCI2019 operating unit and either the VCC2001 Voice CPU (for fire/voice panels) or the FN2012 Ethernet Switch (for fire only panels). The FCA2031 mounts in Position 1 on an FCI2018/FCI2019 operating unit.

Complete 9A PAD-5 Kit

### **MANUAL STATION -DUAL ACTION**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED

Single Input Monitor Module with Relay

Optical Smoke Detector

6" DETECTOR BASE ASSY

DUCT HOUSING - 2 WIRE WITH RELAY FOR ADDRESSABLE SYSTEMS

REMOTE TEST LAMP AND KEYSWITCH FOR MANUAL TESTING OF  
FDBZ492-R, FDBZ492-HR, FDBZ492-RP

ST-50 5 FT Sampling Tube

ST-25 2.5 FT SAMPLING TUBE

Dual Input Monitor Module

Remote terminal (key, red)

SLSWR-F ST,WALL,RED,FIRE

Labor Travel

Per Diem for over night

Standard mileage

Cad Drawings, Voltage and Battery Calculations, Flow calculations (If Clean  
Agent System)

Labor Standard

Miscellaneous parts for installation. Nuts, bolts screws, pipe hangers, flex  
or conduit etc.

Shipping / Freight charges

**SubTotal**

**\$43,872.28**

### **INTERMEDIATE SCHOOL**

Red 2 Height Unit 2 Window Enclosure kit (for FC922, FC924 when adding  
LEDs)

Consists of: One FHB2002-R1, one FHD2004-U1, two FHD2006-U1, one  
FHD2003-R3

252-point system with 300W power supply and operator interface with 24  
zone LEDs

Consists of: One FCM2019-U3, one FP2012-U1, one FCI2016-U1

NAC module (1A/2B)

Remote terminal (key, red)

RS485 class A module (iso.)

Ethernet switch (modular)

Used for networking fire only panels to other fire only or fire/voice panels  
over Ethernet. The FN2012 mounts in the back of a FHB2001 or FHB2002  
enclosure backbox in place of a standard fiber module. The FN2012  
supports one or two Ethernet modules (VN2001 for CAT5 connection,  
VN2002 for multimode fiber connection, or VN2003 for single-mode fiber  
connection).

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH  
ACTIVITY INVOLVED -

Ethernet module (Single Mode Fiber)  
 Used for networking fire only and fire/voice panels together over Ethernet using single-mode fiber optic cables. This module mounts in the VCC2001 Voice CPU card (for voice systems) and/or the FN2012 modular Ethernet switch (for fire systems).

Connection Module (MoNet)  
 Used for communication between an FCI2018/FCI2019 operating unit and either the VCC2001 Voice CPU (for fire/voice panels) or the FN2012 Ethernet Switch (for fire only panels). The FCA2031 mounts in Position 1 on an FCI2018/FCI2019 operating unit.

Dual Input Monitor Module

Complete 9A PAD-5 Red Kit

Labor Travel

Per Diem for over night

Standard mileage

Cad Drawings, Voltage and Battery Calculations, Flow calculations (If Clean Agent System)

Labor Standard

Miscellaneous parts for installation. Nuts, bolts screws, pipe hangers, flex or conduit etc.

**SubTotal**

\$19,514.56

1 Ft. Smith \$0.00

50 Pt Electronic Kit - Main Board - 170W PS

50 pt system Red Enclosure

BATTERY, 12 VOLT, 8 A.H.

SAFEPATH MULTIFUNCTION FACILITY COMMU SYS

SP40S SPKR SPLITTER,4 ZONE CLASS B OR 2 ZONE CLASS A

SPB AUDIO BOOSTER SPLITER MOUNTING BRACKET

50 pt system Red rmt annun

MANUAL STATION -DUAL ACTION

SRFC MNTG BX,MS-51,500,MSX-1 SE

SLSPSWR-F SPK/ST,WALL,RED,FIRE

Per Diem for over night

Standard mileage

Cad Drawings, Voltage and Battery Calculations, Flow calculations (If Clean Agent System)

Labor Standard

\*PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED

Qty

Description

Miscellaneous parts for installation. Nuts, bolts screws, pipe hangers, flex or conduit etc.

**SubTotal**

\$19,468.94

1

Network Highschool/Middleschool, Parent Center, Primary, Intermediate, and KRC

\$0.00

Labor Travel

Per Diem for over night

Standard mileage

Labor Standard

Cad Drawings, Voltage and Battery Calculations, Flow calculations (If Clean Agent System)

**SubTotal**

\$11,950.00

**SubTotal** \$183,451.10

**Tax** \$0.00

**Shipping** \$0.00

**Total** **\$183,451.10**

I addedPlease contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED -



**FIRE SUPPRESSION SYSTEMS**  
2171 Industrial Drive  
Bozeman, MT 59715  
Phone: (406) 586-9510 – FAX: (406) 586-8701

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

**GENERAL TERMS AND CONDITIONS**

This quote between Coppermine Fire Suppression Systems LLC, a Delaware Limited Liability Company dba Fire Suppression Systems hereby referred to as Seller and customer hereby referred to as Purchaser.

THE FOLLOWING GENERAL TERMS AND CONDITIONS SHALL PREVAIL NOTWITHSTANDING ANY VARIANCE WITH THE TERMS AND CONDITIONS OF ANY ORDER SUBMITTED BY THE PURCHASER FOR THE SYSTEM, REGARDLESS OF WHETHER OR NOT THE SYSTEM WAS DELIVERED TO THE PURCHASER THEREUNDER, AND, IN ANY EVENT, NO OTHER MODIFICATION OR AMENDMENTS SHALL BE BINDING UPON SELLER UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN AUTHORIZED OFFICIAL OF SELLER.

1. **ACCEPTANCE OF ORDER:** All orders are accepted by Seller, subject to credit approval and other terms and conditions as may be set forth by Seller. This bid is valid for thirty (30) days from the date of bid, but cancelable in the event of causes beyond the control of Seller.

2. **LIMITATION OF LIABILITY:** SELLER, ITS OFFICERS, MEMBERS, EMPLOYEES AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSS, (INCLUDING DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS) IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THIS AGREEMENT, WHICH ARE SUSTAINED OR INCURRED IN CONNECTION WITH THE INSTALLATION OR USE OF THE EQUIPMENT OR MATERIALS INSTALLED OR SUPPLIED, BY SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. THIS LIMITATION OF LIABILITY PROVISION SHALL ALSO APPLY TO PERSONAL INJURY (INCLUDING DEATH) EXCEPT AS CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF SELLER. NO ACTION OR PROCEEDING AGAINST SELLER MAY BE COMMENCED MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THE PARTIES AGREE THAT THESE PROVISIONS SHALL SUPERSEDE ANY PRINTED TERMS AND CONDITIONS ON PURCHASER'S FORMS OR DOCUMENTS, WHETHER ISSUED PRIOR OR SUBSEQUENT TO THIS AGREEMENT.

3. **CANCELLATION OF ORDERS:** Orders accepted by Seller may be canceled only with Seller's consent, and are subject to such cancellation charge as may be determined by Seller. This amount shall be construed as LIQUIDATED DAMAGES representing an approximation of all administrative, engineering, and other costs incurred by Seller in reliance upon the order: not as a penalty.

4. **DELIVERY, TITLE AND RISK OF LOSS:** All shipments will be made F.O.B. shipping point unless quoted delivered or specifically agreed to in writing. Delivery of equipment to a carrier shall constitute delivery to the purchaser. Risk of loss shall pass to the Purchaser upon its delivery by Seller to the carrier (regardless of whether payment as been made). All claims for loss or damage must be made by the Purchaser to the carrier. Claims for shortages or other errors must be made in writing to Seller, within 5 days after receipt of shipment and failure to give such notice shall mean unqualified acceptance by Purchaser.

Seller agrees to ship equipment to Purchaser only on Purchaser's order. Seller will endeavor to fill Purchaser's orders promptly but shall not be liable for loss or damage because of delay in shipment or because of failure to ship. Seller may refuse to accept any order and may delay or postpone shipment or delivery for any reason it deems sufficient. Seller is not obligated on an order until accepted and then only to deliver in due course, taking into consideration its other business. Purchaser acknowledges and agrees that title to the equipment shall remain in Seller until such time as Purchaser shall have paid for the equipment in full.

5. **TAXES AND FEES:** This bid DOES NOT include bonds, licenses, taxes, permits or other fees. These are the responsibility and expense of Purchaser.

6. **INSTALLATION:** The installation of the proposed equipment, engineering, drawings, electrical installation materials such as wire and conduit, final hookup of devices, final check-out, certification and labor ARE NOT included unless specifically stated on the bid.

7. **WARRANTIES AND LIMITATIONS:** Seller warrants all products to be free from defects in material and workmanship for a period of one year (12 months) from the date of shipment to the Purchaser or installation by Seller, provided, however, that Seller's liability under said warranty shall be limited to the repair or replacement, at its option, of any product or parts thereof which Seller determines to be defective, or, at Seller's election, the return of the purchase price, and in no case shall Seller's liability under any other remedy prescribed by law exceed the purchase price. THIS WARRANTY DOES NOT APPLY TO ANY PRODUCTS WHICH HAVE BEEN SUBJECTED TO ABUSE, MISHANDLING, IMPROPER USE, OR REPAIR BY UNAUTHORIZED PERSONS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, ECONOMIC, OR CONSEQUENTIAL LOSS OR DAMAGE TO THE PURCHASER OR USER OF THIS EQUIPMENT ARISING OUT OF THE FAILURE OF THE EQUIPMENT TO OPERATE.

PURCHASER ACKNOWLEDGES, BY HIS ACCEPTANCE OF THE SYSTEM COVERED BY THESE TERMS AND CONDITIONS, THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE CONDITION OR QUALITY OF THE EQUIPMENT, THE DESIGN OF THE SYSTEM, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH ITS PURCHASE OR USE. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT AN INSURER AND THAT PURCHASER ASSUMES ALL RISK OF LOSS OR DAMAGE TO PURCHASER'S PREMISES OR TO THE CONTENTS THEREOF.

8. **WORKING HOURS:** Seller shall be obligated to perform the installation work or any warranty work during Seller's normal working hours of 8:00 A.M. to 5:00 P.M. local time, Monday through Friday, exclusive of Seller's holidays. Installation or warranty work requested to be performed at times other than during Seller's normal work hours shall be chargeable at Seller's standard overtime rates.

9. **WORKING CONDITIONS:** All hazardous equipment or parts are to be shut down while Seller's installation technicians are working near such equipment. If shutdowns are not possible, the Purchaser is to blanket parts and equipment as may be required for safe working conditions. The Purchaser is to maintain, without cost to Seller, a qualified attendant in the area of the electrical hazards at all times that Seller's installation technicians are working in or around such hazards. The Purchaser shall receive and store material, if required, and provide proper facilities for the prosecution of the work. The Purchaser shall provide light, elevator, and crane service, if on the premises.

10. **DRAWINGS:** All drawings and wire diagrams provided by Seller in connection with this contract are protected under United States Copyright Laws and intended solely for the use of the installer as a guide for the fabrication and installation of the system. These drawings and wire diagrams are prepared in accordance with the project plans and specifications available to Seller at the time of bid and are NOT intended to be system design or approval documents.
11. **ELECTRICAL EQUIPMENT:** Electrical equipment and wiring will be standard (not explosion-proof, weatherproof, etc.) unless otherwise specified herein. Upon written request, Seller will provide written instruction regarding the appropriate wire/cable for installation of the equipment/system(s) identified on this bid. Seller shall not be responsible for the problems or damages resulting from the use of any wire/cable other than that which has been identified in writing by Seller for a specific application.
12. **POWER CONNECTION:** Purchaser will provide a power supply terminating in a Purchaser-supplied fusible disconnect switch at the system location for system electrical equipment. This power supply shall be run direct from a main distribution center to provide a supply not subject to interruption.
13. **MODIFICATIONS:** Modifications of this agreement will effect a subsequent change in purchaser prices in addition to or less than the prices quoted, depending upon the additions or reductions.
14. **PURCHASER AGREES:**
- To pay to Seller for the system and installation of the system, the sum as specified in the above bid.
  - To extend to Seller all cooperation necessary to permit Seller to perform any installation as specifically indicated on bid.
  - To authorize and empower Seller to enter upon the premises of Purchaser in order to perform or cause to be performed any installation as specifically indicated on bid.
  - If the equipment is to be installed according to plans and specifications for installation provided by Purchaser, Purchaser agrees to pay for any and all costs incurred for any additions, changes or corrections necessitated by inaccuracies, errors, discrepancies or changes in said plans and specifications.
  - All work, materials, equipment and supplies not included on the bid shall be provided by Purchaser at no cost to Seller.
  - Purchaser hereby acknowledges that he will provide, install and maintain all conduit, wiring and line voltage necessary for the installation, maintenance and operation of the system. Purchaser agrees to provide all electrical requirements as set forth in the applicable NFPA Standard.
15. **ALTERATIONS BY PURCHASER:** All repairs or adjustments that may become necessary under the warranty provisions of this bid shall be performed only by an authorized representative of Seller. Any repairs, adjustments or interconnections performed by Purchaser or at the Purchaser's request by anyone other than an authorized representative of Seller shall VOID ALL WARRANTIES contained herein.
16. **PAYMENT TERMS:** Payment terms are net thirty (60) days from date of invoice where satisfactory open account credit is established. Seller reserves the right to revoke or modify any credit at its sole discretion. Purchaser agrees to pay each invoice when due. In the event that purchaser defaults on its obligation to pay each invoice when due, then, in addition to all other rights and remedies available to it, Seller shall have the option to withhold any further shipments of material and/or the provision of any service until Purchaser's account is fully paid.
17. **DEFAULT:** In the event of default by Purchaser in the performance of any of the terms or conditions of this agreement, Seller may pursue any one or more of the following remedies which are cumulative and non-exclusive:
- Recover from Purchaser the total unpaid balance of the sum provided for in the bid, and any other sum provided for herein. In the event that Purchaser shall be delinquent in any payment herein, Purchaser hereby agrees to pay to Seller a service charge of the maximum rate allowed by law of the amount of the delinquency from the date of initial invoice from Seller to Purchaser. Purchaser also agrees to pay reasonable legal fees or agency commissions sustained by Seller in pursuit of payment which is past due.
  - Enter upon the premises of Purchaser and to remove the system or repossess said equipment described herein without notice. Removal of the system or equipment shall be without prejudice to the collection of any and all sums due under the agreement. In such event, Purchaser shall return said equipment to Seller in good condition, reasonable wear and tear excepted. In the event of repossession of the equipment, Purchaser shall pay to Seller all costs of repossession including but not limited to storage, drayage, repair, renovation, alteration, attorney's fees, collection costs, commissions and then to the unpaid amount of the sum owed.
  - Immediately cease further work on the installation of the system;
  - Terminate the contract by giving ten (10) days' written notice to Purchaser;
  - File a mechanic's lien and foreclose the same;
  - Pursue any other remedy at law now or hereafter existing.
18. **SUBROGATION:** PURCHASER HEREBY RELEASES, DISCHARGES AND AGREES TO HOLD SELLER HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES, ARISING FROM OR CAUSED BY ANY HAZARD COVERED BY INSURANCE IN OR ON THE PREMISES OF PURCHASER WHETHER SAID CLAIM IS MADE BY PURCHASER, HIS AGENTS OR INSURANCE COMPANY, OR ANY OTHER PARTIES CLAIMING UNDER OR THROUGH PURCHASER. PURCHASER AGREES TO INDEMNIFY SELLER AGAINST, AND DEFEND AND HOLD SELLER HARMLESS FROM, ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST SELLER BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES.
19. **DELAY OR INTERRUPTION IN INSTALLATION:** Seller assumes no liability for delay or interruption of delivery or installation of the equipment due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, acts of God or any other cause beyond the control of Seller and will not be required to deliver or install said equipment while interruption due to any such cause shall continue therein.
- If work is discontinued due to any such cause, not the fault of Seller, there shall immediately be due and payable at the option of Seller a sum equal to the expense of Seller, paid or incurred for materials, labor and service up to the time of such discontinuance.
- If the Purchaser delays or interrupts the progress of the work or causes changes to be made, Purchaser shall reimburse Seller for any additional expense resulting from such causes. Should the Purchaser desire to defer the completion of the work, Seller reserves the right to submit a new estimate of cost for such completion of work, based on the conditions prevailing at the time of such work.
20. **SERVICE AVAILABLE UNDER SEPARATE AGREEMENT:**
- Except as specifically set forth herein, Seller shall not be obligated to provide service of any type on or to the system installed for the benefit of the Purchaser.
  - Purchaser understands that in order to maintain the manufacturer's warranties, it is necessary to maintain the system under an inspection and service contract with an authorized dealer or distributor of the system installed. Purchaser may obtain an inspection and service contract from Seller by a separate agreement.
  - Purchaser acknowledges that the system and surrounding area must be kept free and clear from any grease, dirt or other debris at all times and that Purchaser is responsible for such cleaning.
  - Purchaser acknowledges that this system should be inspected in accordance with applicable NFPA standards.
21. **ACCEPTANCE OF INSTALLATION:** Any error or omission in the construction or installation of the system must be called to the attention of Seller in writing within five (5) days after completion of installation. Upon the expiration of said five (5) days, the installation shall be deemed totally satisfactory to and accepted by Purchaser.

**22. CHANGES IN STANDARDS OR DESIGN AREA:**

- a. Seller shall not be responsible nor liable for any costs or charges necessitated by changes in the regulations and standards of any regulatory agency or any entity with authority having jurisdiction after the date of execution of this agreement.
- b. Purchaser shall be responsible for any additions, corrections or changes to the system that may be required or requested after the execution of this agreement by the Purchaser or by any of the regulatory agencies or institutions, including but not limited to the State Fire Marshal Bureau, any municipal or local fire or electrical agencies, any insurance companies, the National Fire Protection Association, Underwriter's Laboratories, Inc., or any other changes to the usage or design of the area of system location.
- c. Seller shall not be required to make any of the additions, corrections or changes referred to in subparagraph (b) above unless a separate agreement in writing is negotiated and entered into by the parties.
- d. Purchaser acknowledges that it is his responsibility to bring to the attention of Seller any rules, regulations, standards or codes of which Purchaser may be aware and with which the system must comply.
- e. Purchaser acknowledges that changes in the usage or in the design of the area in which the system is located may reduce or limit the effectiveness of the system and modifications to the system may be required.

**23. SELLER'S QUALIFICATIONS:** Seller meets all the State licensing requirements and has NICET Certification in the Subfield of Fire Alarm Systems Special Hazard and Fire Extinguishing Systems in the Field of Fire Protection Engineering Technology.

**24. INVALID PROVISIONS:** If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

**25. ATTORNEY'S FEES:** In case suit or action is brought to enforce any of the provisions of this agreement, the losing party shall pay to the prevailing party such sum as the court shall determine as reasonable attorney's fees, including attorney's fees on all appeals.

**26. NOTICES:** All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid to the addresses set forth in this agreement or to any other address provided by one to the other from time to time in writing.

**27. CONDITIONS AND COVENANTS:** Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

**28. PARAGRAPH HEADINGS:** The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this agreement.

**29. VENUE:** All transactions hereunder shall be governed by MCA Title 28, Chapter 2, Part 21 and all other laws of the State of Montana. The parties agree that any mediation, arbitration or litigation concerning these transactions must be brought in the 18th Judicial District in and for the County of Gallatin, State of Montana.

**30. ENTIRE INTEGRATED AGREEMENT; MODIFICATIONS; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this agreement in executing it and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. This agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Offered By:

Accepted By:

\_\_\_\_\_

\_\_\_\_\_

**FIRE SUPPRESSION SYSTEMS**

\_\_\_\_\_

\_\_\_\_\_

**Authorized Agent's Printed Name:**

**Authorized Agent's Printed Name:**

**Address:**

\_\_\_\_\_

**Phone:**

\_\_\_\_\_

**Federal ID No:**

\_\_\_\_\_

**From:** Todd Kenyon tkenyon@firesuppression.net  
**Subject:** FW: Hardin School  
**Date:** June 18, 2019 at 4:25 PM  
**To:** Chad Guptil (chad.guptil@hardin.k12.mt.us) chad.guptil@hardin.k12.mt.us



Here are the numbers for the electrical.

**From:** Spencer Walsh <swalsh@ceinc.biz>  
**Sent:** Tuesday, June 18, 2019 1:30 PM  
**To:** Todd Kenyon <tkenyon@firesuppression.net>  
**Subject:** Hardin School

Todd,  
Attached is my proposals for the 3 school for Hardin. Let me know if you have any questions.

Spencer Walsh  
Central Electric, Inc.  
Billings Electric  
Townsend Electric  
P: 406-538-3786  
F: 406-538-6041  
[swalsh@ceinc.biz](mailto:swalsh@ceinc.biz)



P.O. Box 372 • 805 Truck Bypass, Lewistown, MT 59457 • Fax 406-538-6041 • Phone 406-538-3786  
P.O. Box 22207 • 218 10<sup>th</sup> St. W., Billings, MT 59102 • Fax 406-248-9394 • Phone 406-428-9394  
P.O. Box 401 • 7819 Hwy 287, Townsend, MT 59644 • Fax 406-266-5520 • Phone 406-266-5179

June 18, 2019

Fire Suppression Systems  
Mr. Todd Kenyon  
2171 Industrial Dr.  
Bozeman, MT 59715

Ref: Fire Alarm Systems - Primary, Ft. Smith, and Head Start Schools.

In reference to the above-mentioned project, Central Electric, Inc. is pleased to provide you with this proposal, please refer below for our inclusions, exclusions, and condition of this proposal. Thank you for the opportunity to provide your electrical needs, should you have any questions or require additional information please do not hesitate to call me at the number listed above or my cell number which is 406-366-1728.

Primary School:	\$33,500.00
Ft. Smith School:	\$18,000.00
Head Start:	\$15,500.00

**Inclusions:**

1. Installation of FSS fire alarm wiring per drawing given to us by FSS.
2. All wiring is installed using free air technique. We are installing conduit to run wire in gyms as required to protect wire from physical damage.
3. Providing and installing of required j-boxes for all fire alarm devices except remote annunciator, fire alarm control panel, and other specialty j-boxes.
4. Electrical permit fees.
5. Certificates of Insurance is included.

6. Central Electric will provide daily clean-up for our crews. Dumpster is excluded and must be provide by others.

**Exclusions:**

1. Termination of wire to all paging and fire alarm system devices and headend.
2. Providing all specialty back boxes and j-boxes.
3. Providing fire alarm wire.
4. Providing fire alarm system devices, headend, and programming.
5. Providing any and all cost associated with getting a phone line to paging and fire alarm systems.
6. Patching and painting any and all surfaces.
7. Bonding, if required please add 1.4%.
8. TERO fees are excluded.

Sincerely,



Spencer A. Walsh  
Central Electric, Inc.



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•NOTICES•

ary budget hearings for FY 19-20 throughout the day with the various departments. Chairman Fitzpatrick was authorized to execute the Contract Agreement with Warren Transport for the Ouletas Road project.  
06/17/2019 - The Board met throughout the day to conduct preliminary budget hearings for FY 2019-2020 with various

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•NOTICES•

departments. A meeting was held with Greg Benjamin, Dan Simak and Robbie Culver, Staff Engineer, City of Hardin Mayor Joe Purcell and Michelle Dydeman, City Clerk, to discuss the re-ranking of CDBG funds originally allocated to Crow Tribe Phase 3 Wastewater Improvement project. It was noted that a letter was received from the Crow

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Tribe relinquishing the funds back to CDBG. Mayor Purcell indicated that the scope of work that the City of Hardin is currently completing on the Hardin's wastewater improvement project. A joint letter will be sent to the Department of Commerce requesting that the CDBG fund be re-allocated to the City of Hardin.  
06/19/2019 - The

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Board met throughout the day to conduct preliminary budget hearings for FY 2019-2020 with various departments. Craig Tait, Environmental Health, and Lance Pedersen, Legal Counsel, reviewed the Court ordered exemption for the subdivision of land due to the Uniform Partition of Heirs Property Act for the Olenik property. The Board had no objec-

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tions.  
06/20/2019 - The Board excused themselves to attend a Cost Board meeting in Billings.  
06/24/2019 - The Board met throughout the day to conduct preliminary budget hearings for FY 2019-2020 with various departments. The Board awarded Pavlick Electric Company the bid for the AWOS installation in the

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amount of \$174,182.00. The Board awarded C & B Equipment the bid for snow removal equipment at the airport facility in the amount of \$20,000.00.  
06/25/2019 - The Board met throughout the day to conduct preliminary budget hearings for FY 2019-2020 with various

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departments.  
06/26/2019 - The Board excused themselves to meet at the Lodge Grass Senior Center to discuss the proposal improvements to the Lodge Grass Public Scales. Discussion ensued with regard to the preferred paraling system and proposed site work.  
06/27/2019 - Matt Redden, Road Superinten-

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•NOTICES•

dent, discussed the progress on the Ouletas Road project and other departmental activities. Sheriff Lawrence Big Hair and Undersheriff Rudy King discussed medical expenses for the City inmates. Further discussed was hiring resident deputies.  
Public: August 22, 2019  
MINXLLP



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## Re: Legal Classified - Hardin Schools

1 message

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Danielle Eshleman <classifieds@bighorncountynews.com>

Fri, Aug 16, 2019 at 12:25 PM

To: Kym Kern <kym.kern@hardin.k12.mt.us>

Good Afternoon Kym,

Here is a proof of your legal to run August 22, 2019. Let me know if any changes need to be made to it.

Thank you,

Danielle

### **PUBLIC NOTICE**

Hardin School District 17H&1 is applying for a Montana Department of Commerce Coal Board grant fund to assist in the Hardin School District 17H&1 fire suppression update project. Hardin School District 17H&1 will be holding an open public meeting to address any public comment on any noted environmental impacts for the Hardin School District 17H&1 fire suppression update project. A Montana Coal Board Grant has been submitted and Hardin School District 17H&1 has determined an Environmental Assessment and Environmental Impact Statement are not necessary; thereby requesting a Categorical Exclusion. Interested parties are encouraged to attend the August 27, 2019 scheduled School Board meeting held at 5:30 p.m. in the District Administration Office at 401 Park Road, Hardin, MT. Should you have any questions, please contact Chad Johnson, Superintendent at (406) 665-9304, or chad.johnson@hardin.k12.mt.us. Publish: August 22, 2019

**MINAXLP**

\*\*\*\*\*

Danielle Eshleman  
Big Horn County News Classifieds/Legals  
PO Box 926  
Hardin, MT 59034  
406-665-1008  
406-665-1012 fax



Hardin School Districts 17H & 1  
401 Park Road  
Hardin, MT 59034-2409  
Phone: 406-665-9300  
Fax: 406-665-9338

## SCHOOL BOARD AGENDA

TUESDAY, AUGUST 27, 2019  
DISTRICT ADMINISTRATION OFFICE  
5:30 P.M.

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 **Pledge of Allegiance** 

- A) ✓ Minutes Action  
*(a) Regular Meeting – August 13, 2019*
- B) ✓ Claims – Cori Watson Action
- C) Superintendent’s Report Information / Action
- D) ✓ Staffing Issues Information / Action  
*(a) New Hires; Reassignments; Resignations; Substitutes; Coaches*  
*(b) Overtime: Pay Date 8/16/19 (pp 7/28 – 8/10/19)*  
Individuals who wish to be placed on the Board agenda MUST notify the Superintendent, IN WRITING, at least ten (10) days before the Board meeting (Board Policy # 14.20). The written request MUST include the reason for the appearance. If the reason for the appearance is a COMPLAINT against any District employee, the individual filing the complaint must demonstrate the Uniform Complaint Procedure has been followed.
- E) Building Issues Information / Action  
*(a) FP-14 Student Attendance Agreement(s)*  
*(b) MEESA or Coal Board Grant Application (Fire Suppression) – Hearing/Resolution*  
*(c) Board Goals – Discussion*  
*(d) Records Disposal Request*
- F) Budgeting Issues Information / Action
- G) Transportation Issues Information / Action
- H) PAC / PTO / Community Members Information  
Board meetings are held in public, but are NOT PUBLIC MEETINGS. To avoid violations of an individual's rights and/or privacy, NO COMMUNITY MEMBER will be allowed to make any comments about any STUDENT, STAFF MEMBER, OR member of the general public.
- I) Other Information

**\*\*\* NEXT MEETING – FORT SMITH ELEMENTARY SCHOOL \*\*\***  
**TUESDAY, SEPTEMBER 10, 2019, 6:30 P.M.**

**Hardin School Districts 17H & 1 Resolution**  
**To Accept the Determination that a Categorical Exclusion is Appropriate**  
**for the District Fire Suppression Upgrade/Renovation Project**

WHEREAS, The Hardin School Districts 17H & 1 have completed a review to identify potential environmental impacts to the Hardin School Districts 17H & 1 fire suppression upgrade/renovation project;

WHEREAS, The Hardin School Districts 17H & 1 have held a public meeting to solicit public comments regarding the following: potential for causing a significant effect on the quality of the human environment; potential public controversy over the project's possible effect on the quality of the human environment; and potential to affect sensitive environmental or cultural resource areas or endangered or threatened species and their critical habitats;

WHEREAS, No substantive public comment was received;

WHEREAS, The Hardin School Districts 17H & 1 have determined that the fire suppression upgrade/renovation project will not significantly affect the quality of the human environment; a significant public controversy does not exist over the project's potential effect on the quality of the human environment; and the project will not affect sensitive environmental or cultural resource areas or endangered or threatened species and their critical habitats;

WHEREAS, The Hardin School Districts 17H & 1 have determined an Environmental Assessment and Environmental Impact Statement are not necessary;

NOW, THEREFORE, BE IT RESOLVED by the Hardin School Districts 17H & 1 Board of Trustees as follows:

That Hardin School Districts 17H & 1 of Big Horn County, Montana adopt the determination that a Categorical Exclusion for fire suppression upgrade/renovation project is appropriate.

Passed and approved on this date of (dated).

Signed:

Jodeen K Marston

Name:

Jodeen K Marston

Title:

Board Chair

Date:

8/19/19

Attested:

Kym Allen DISTRICT CLERK



**MONTANA COAL BOARD**  
**INTERNAL MANAGEMENT PROCEDURES**  
<http://comdev.mt.gov/Boards/Coal>

**A. NAME:** MONTANA COAL BOARD; the Board is administratively attached to the Department of Commerce, Helena, MT.

**B. PURPOSE:** Receive and consider applications for grants from the Board and award grants to assist local governmental units that have been required to expand the provision of public services as a consequence of large-scale development or decline of coal mines and coal-using energy complexes.

**C. COMPOSITION:** The Board consists of seven members appointed by the Governor; officers include a Chair and Vice Chair.

**D. ELECTION OF OFFICERS:** The Chair is appointed by the Governor. The Vice Chair shall be elected annually by the Board during the first meeting of the calendar year. The Chair shall preside at all Board meetings and hearings, call special meetings, and perform the duties normally conferred by parliamentary usage on such presiding officer and other such duties as may be properly prescribed. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair.

**E. MEETINGS:** Meetings will be held at a minimum in each calendar quarter as determined by the Board. The Board shall determine the location of the meetings. Special meetings may be called by the Chair and shall be called upon the written request of three members of the Board.

**F. NOTIFICATION:** All meetings of the Board and its committees shall comply with Montana law as it applies to open public meetings.

**G. QUORUM AND PROCEDURE:** A quorum shall consist of four members present at the meeting. The affirmative vote of the majority of the member's present is sufficient for any action taken by the Board. The Chair may make and second motions and participate in all votes. The rules contained in the most current edition of Robert's Rules of Order shall generally be adhered to in the conduct of all meetings unless these procedures or state law provides otherwise. Only those items included on the agenda and that are part of the materials mailed to the Board members may be acted upon at that particular meeting. New business may be introduced without prior notice only for the purpose either of Board action at a future meeting or referral to a committee or Board staff for study or consideration.

**H. AUDIT PROCEDURES:** The Coal Board Program will be audited as part of the biennial audit of the Department of Commerce by the Legislative Auditor.

**I. VOTING:** Coal Board meetings follow Robert's Rules of Order. All members will be asked to vote through roll call.

**J. COMMITTEES:** Such committees, standing or special, shall be appointed from the members by the Chair as the Board shall from time to time deem necessary to carry on the work of the Board. The board has not used committees in the recent past.

**K. MAINTENANCE OF RECORDS:** The Administrative Officer and staff shall be responsible for the maintenance of any and all records of the Board. Records shall be kept at the Coal Board Office at the Department of Commerce, and shall be available for inspection during normal business hours. Each pre-application or full-application form submitted to the Board shall be entered in a docket. Each form docketed since the preceding Board meeting shall be reported to the Board at its next meeting, and this shall be reflected in the minutes of the meeting, together with such comments or recommendations as the Department or Board staff may submit. The Board may, but will not necessarily, take final action on an application at the meeting when the application is received. All meeting records are permanent records.

**M. AMENDMENT OF PROCEDURES:** Amendments to these procedures may be initiated by any member of the Board. Proposed amendments must be considered at a regular Board meeting and approved by a majority vote of the members present. All members of the Board shall be informed of any proposed amendments in writing at least seven (7) days prior to a vote being taken.

**N. CONFLICT OF INTEREST:** No member of the Board shall participate in any decision relating to contracts that affect his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly interested, or has any personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof. As applied here, the term "participate" prohibits making motions, seconding motions, and voting.

MCA Contents / TITLE 90 / CHAPTER 6 / Part 2 / 90-6-204 Presiding offic...

## Montana Code Annotated 2017

TITLE 90. PLANNING, RESEARCH, AND DEVELOPMENT

CHAPTER 6. COMMUNITY IMPACT -- PLANNING AND ABATEMENT

Part 2. Coal Impacts -- Evaluation and Abatement Funding

### Presiding Officer, Meetings, Compensation, And Facilities

**90-6-204. Presiding officer, meetings, compensation, and facilities.** (1) The board shall elect a presiding officer from among its members.

(2) The board shall meet quarterly and may meet at other times as called by the presiding officer or a majority of the members.

(3) Members are entitled to compensation as provided for in 2-15-124(7).

(4) The department of commerce shall provide suitable office facilities and the necessary staff for the coal board.

**History:** En. 50-1705, 50-1708 by Secs. 6, 9, Ch. 502, L. 1975; R.C.M. 1947, 50-1805, 50-1808; amd. Sec. 6, Ch. 274, L. 1981; amd. Sec. 2874, Ch. 56, L. 2009.



OFFICE OF THE GOVERNOR  
STATE OF MONTANA

STEVE BULLOCK  
GOVERNOR



MIKE COONEY  
LT. GOVERNOR

MEMORANDUM

To: Chief Legal Counsels  
From: Raph Graybill  
Date: March 14, 2019  
Re: Public participation in agency decisions pursuant to § 2-3-103, MCA

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Montanans have a right to participate in the operation of state agencies. The right of participation is found at Article II, section 8 of the Montana Constitution, which provides:

The public has the right to expect governmental agencies to afford such reasonable opportunity for citizen participation in the operation of the agencies prior to the final decision as may be provided by law.

This important constitutional right is implemented by Montana statutes, which require every agency, as defined in § 2-3-102(1), MCA, to "develop procedures for permitting and encouraging the public to participate in agency decisions that are of significant interest to the public." Section 2-3-103(1), MCA. The public participation statutes further empower the district courts to set aside agency decisions not in conformity with the public participation laws where a person's rights have been prejudiced. Section 2-3-114, MCA. Model rules to implement these laws are found at ARM §§ 1.3.101-102.

Montana's public participation laws require that the Governor "ensure that each board, bureau, commission, department, authority, agency, or officer of the executive branch of the state" adopt rules, setting forth guidelines to facilitate public participation in agency programs and decisions. Section 2-3-103(2), MCA. With this memo, I ask that each of you ensure that your respective agencies and attached boards, bureaus and commissions, have adopted rules implementing the public participation statutes.

If you or your agency needs assistance in crafting appropriate guidelines or rules to conform with Montana's public participation laws, feel free to contact me. Thank you.

**Applications for Consideration  
September 2019**

<b>Applicant #</b>	<b>Applicant</b>	<b>Project Description</b>	<b>Funds Requested</b>	<b>Total Project Costs</b>
0880	Big Horn County	Construction of additional space for hospital emergency department	\$287,159	\$1,758,791
0881	City of Colstrip	Purchase of aerial fire apparatus for fire department	\$350,000	\$355,000
0882	Colstrip Public Schools	Construction of ADA improvements at high school gymnasium	\$271,303	\$355,155
0883	City of Colstrip	Marketing study for City	\$25,000	\$100,000
0884	Big Horn County	Purchase of tasers for sheriff's department	\$38,060	\$38,060
0885	Rosebud County	Development of a PAR and needs assessment for a business center	\$80,000	\$160,000
0886	City of Miles City	Construction of runway and taxiway improvements at airport	\$275,000	\$4,452,908
		Total Requested:	\$1,326,522	

# Memo

**To:** Coal Board Members  
**From:** Amy Barnes, Legal Counsel  
**cc:** Jennifer Olson  
**Date:** September 4, 2018  
**Re:** Statutory Criterion – 90-6-206(1)(b)

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This memo is in response to a request for a legal review of the statutory criteria found at section 90-6-206(1)(b), MCA, “degree of severity of impact from an increase or decrease in coal development or in the consumption of coal by a coal-using energy complex.”

The statutory framework for the Coal Board does not specifically define this statutory criterion; however, Coal Board administrative rule, 8.101.301(2)(b), provides “severity of impact: what has been the rapidity of growth or decline and subsequent development of the problem and the number of people affected.”

As the Board reviews that administrative rule mentioned above, it should also consider the purpose and the designation of impact statutory sections 90-6-201 and 90-6-207, MCA. See statutory sections enclosed. Additionally, the legislative history sheds some light as to what was intended when this statutory criterion was written and passed into law.

When the Coal Board and related statutes were created in 1975, the sponsor Senator Thomas Towe stated, “The advantage of this system is flexibility. Application by whatever is affected can be made to the coal board and *they will determine the severity of impact* and need and decide where the money should go. Any town which can show an impact by coal development would be eligible for funds. If not all the money is necessary, it automatically goes to increase the educational trust fund which benefits all Montanans” (emphasis added).

In 1997, the legislature added language to several sections of the statutory framework for the Coal Board including 90-6-206(1)(b). SB 223 amended subsection (1)(b) from “degree of severity of impact from the coal development” to “degree of severity of impact from *an increase or decrease in coal development or in the consumption of coal by a coal-using energy complex.*” This bill also amended the purpose section adding that one of the purposes of this part is to “assist local governmental units that have been required to expand the provision of public services as a consequence of large-scale development of coal mines and coal-using energy complexes *or as a consequence of a major decline in coal mining or in the operation of coal-using energy complexes.*”

When the sponsor Senator Mack Cole received a question about the definition of “impact” and “major decline,” he responded that, “The Coal Board themselves would have to make that decision of what was major.” He went on to say that he was open to an amendment concerning definitions, but no amendments were proposed. Newell Anderson, a Department of Commerce staff member added, “There is an inherent responsibility of the Coal Board to interpret the realities as they are presented and to justify the funds allocated.”

Based on the comments made by both sponsors, it is clear the legislature intended that the Coal Board has the discretion to define the “severity of impact.” The Coal Board has defined the “severity of impact” within its administrative rules and must adhere to that definition. With that said, the statutory framework, particularly sections 90-6-201 and 90-6-207, should not be disregarded as the Board determines how to interpret and apply the “severity of impact” statutory criterion.

**90-6-206. Basis for awarding grants.** (1) Grants must be awarded on the basis of:

(a) need;

(b) **degree of severity of impact from an increase or decrease in coal development or in the consumption of coal by a coal-using energy complex;**

(c) availability of funds; and

(d) degree of local effort in meeting these needs.

(2) In determining the degree of local effort, the board shall review the millage rates levied for the present fiscal year in relation to the average millage rates levied during the 3 years immediately preceding the year of application for assistance.

(3) Millage rates for the present fiscal year that are lower than the average millage rate levied during the 3 years immediately preceding the year of application for assistance must be considered by the board to indicate the lack of local effort. The application under these circumstances may be rejected.

(4) Further, in determining the degree of local effort, the board shall consider the possibility of requiring that local governmental unit to increase its bonded indebtedness to provide all or part of the governmental service or facility that is needed as a direct consequence of an increase or decrease in coal development or in the consumption of coal by a coal-using energy complex.

(5) To the extent that funds are needed to evaluate and plan for the impact needs caused by the increase or decrease in coal development or in the consumption of coal by a coal-using energy complex, consideration of bond issues and millage levies may be waived.

(6) To the extent that the applicant has no history of mill levies, subsections (2) and (3) do not apply.

History: En. 50-1706 by Sec. 7, Ch. 502, L. 1975; amd. Sec. 3, Ch. 540, L. 1977; R.C.M. 1947, 50-1806(part); amd. Sec. 1, Ch. 619, L. 1979; amd. Sec. 2, Ch. 690, L. 1983; amd. Sec. 3, Ch. 204, L. 1997.

**90-6-201. Purpose.** The purposes of this part are to assist local governmental units that have been required to expand the provision of public services as a consequence of large-scale development of coal mines and coal-using energy complexes or as a consequence of a major decline in coal mining or in the operation of coal-using energy complexes, to assist in the construction and reconstruction of designated portions of highways that serve the area affected by the large-scale development, to support county land planning, and to support public schools throughout the state.

History: En. 50-1701 by Sec. 1, Ch. 502, L. 1975; R.C.M. 1947, 50-1801; amd. Sec. 76, Ch. 509, L. 1995; amd. Sec. 1, Ch. 204, L. 1997.

**90-6-207. Priorities for impact grants.** (1) The department of commerce shall biennially designate:

(a) each county, incorporated city and town, school district, and other governmental unit that has had or expects to have as a result of the impact of coal development a net increase or decrease in estimated population of at least 10% over one of the 3-year periods specified in subsection (4);

(b) each county and all local governmental units within each county in which:

(i) a mining permit in accordance with the Montana Strip and Underground Mine Reclamation Act has been granted by the department of environmental quality for a project within the county that will establish a new coal mine to produce at least 300,000 tons a year and that the department of commerce determines will commence production within 2 years;

(ii) the department of commerce has determined that the production of an existing mine will increase or decrease by at least 1 million tons a year and that the new, expanded, or reduced production will commence within 2 years of the designation;

(iii) a newly constructed railroad serves a new, existing, or expanding coal mine; or

(iv) an air quality permit has been issued by the department of environmental quality for a new steam-generating or other new coal-burning facility that will consume at least 1 million tons a year of Montana-mined coal and for which the department of commerce determines the construction or operation will commence within 2 years of the designation;

(c) each local governmental unit located within 100 miles, measured over the shortest all-weather public road, of a mine or facility qualifying under subsection (1)(b)(i), (1)(b)(ii), or (1)(b)(iv); and

(d) each local governmental unit in which:

(i) a mine that has produced 300,000 tons or more of coal a year has ceased all significant mining or is scheduled to cease within 1 year; or

(ii) a steam-generating or other coal-burning facility that has operated under an air quality permit issued by the department of environmental quality and that has consumed at least 1 million tons of Montana-mined coal a year has closed or is scheduled to close within 1 year.

(2) Designation under subsection (1) of:

(a) any local governmental unit extends to and includes as a designated unit the county in which it is located; and

(b) a county extends to and includes as a designated unit any local governmental unit in the county that contains at least 10% of the total population of the county.

(3) Except as provided in **90-6-205(4)(b)**, the board may not award more than 50% of the funds appropriated to it each year for grants to governmental units and state agencies for meeting the needs caused by an increase or decrease in coal development or in the consumption of coal by a coal-using energy complex to local governmental units other than those governmental units designated under subsection (1).

(4) For the purposes of subsection (1), the department of commerce shall use five 3-year periods as follows:

- (a) one consecutive 3-year period ending 2 calendar years prior to the current calendar year;
- (b) one consecutive 3-year period ending 1 calendar year prior to the current calendar year;
- (c) one consecutive 3-year period ending with the current calendar year;
- (d) one consecutive 3-year period ending 1 calendar year after the current calendar year; and
- (e) one consecutive 3-year period ending 2 calendar years after the current calendar year.

(5) Attention should be given by the board to the need for community planning before the full impact is realized. Applicants should be able to show how their request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems.

(6) All funds appropriated under this part are for use related to local impact.

(7) All designations based on an increase in coal development or in the consumption of coal by a coal-using energy complex made under subsection (1)(a), (1)(b), or (1)(c) must be for 1 year. A designation may not continue after the department of commerce determines that the mine, railroad, or facility that provided the basis for a designation is contributing sufficient tax revenue to the designated governmental unit to meet the increased costs of providing the services necessitated by the development of the mine, railroad, or facility. However, nondesignated local governmental units continue to be eligible for coal impact grants of not more than 50% of the funds appropriated to the board for grants in circumstances in which an impact exists in a community or area directly affected by:

- (a) the operation of a coal mine or a coal-using energy complex; or
- (b) the cessation or reduction of coal mining activity or of the operation of a coal-using energy complex.

History: En. 50-1707 by Sec. 8, Ch. 502, L. 1975; R.C.M. 1947, 50-1807; amd. Sec. 6, Ch. 274, L. 1981; amd. Sec. 1, Ch. 142, L. 1983; amd. Sec. 1, Ch. 462, L. 1985; amd. Sec. 2, Ch. 619, L. 1985; amd. Sec. 7, Ch. 662, L. 1987; amd. Sec. 1, Ch. 503, L. 1993; amd. Sec. 495, Ch. 418, L. 1995; amd. Sec. 79, Ch. 509, L. 1995; amd. Sec. 4, Ch. 204, L. 1997; amd. Sec. 18, Ch. 217, L. 2003.

### **8.101.301 POLICY STATEMENT**

(1) The Coal Board must prescribe forms for grant applications, receive and consider applications for grants, and award grants to local governmental units, federally-recognized Indian tribes, school districts, and state agencies to assist local governmental units in meeting the local impact of coal development or decline by enabling them to adequately provide governmental services and facilities which are needed as a direct consequence of coal development or decline.

(2) Applications will be judged on the following five main guidelines:

(a) Demonstration of need:

(i) What assistance is required to eliminate or reduce a direct and obvious threat to the public health, safety or welfare that has been caused as a direct result of coal development or decline.

(b) **Severity of impact:**

(i) **What has been the rapidity of growth or decline and subsequent development of the problem and the number of people affected.**

(c) Degree of local effort:

(i) As applicable, what bonding, millage effort, or user charge has been made in the past, those currently being made, and what effort has been made to secure funds from other sources to answer needs.

(d) Availability of funds:

(i) What amount of funds is available in light of the total request submitted.

(e) Planning:

(i) How does the application fit into an overall plan for the orderly management of the existing or contemplated growth or decline problems.

History: 90-6-205, MCA; IMP, 90-6-205, MCA; NEW, Eff. 2/5/76; TRANS, from Dept. of Comm. Affairs, Ch. 274, L. 1981, Eff. 7/1/81; AMD, 1983 MAR p. 1826, Eff. 12/16/83; AMD, 2006 MAR p. 1378, Eff. 6/2/06; AMD, 2009 MAR p. 344, Eff. 3/27/09.