

STATE OF MONTANA DEPARTMENT OF COMMERCE

**MONTANA COAL BOARD MEETING**

**DATE:** June 13, 2024—Big Horn Resort, 1801 Majestic Lane, Billings, Montana

**LOCATION:** Big Horn Resort, Broso Room; 1801 Majestic Lane, Billings, MT

(Applications to be considered for this meeting were due April 29, 2024)

Register in advance for this webinar:

Please click this URL to join. <https://mt-gov.zoom.us/j/88418765227?pwd=cldEM04wVjVPNGZMOHBTKovYkRjZz09>

Passcode: 737011

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 213 338 8477 or +1 206 337 9723 or +1 646 558 8656

Webinar ID: 884 1876 5227

Passcode: 737011

**WHEN:** 8:30 a.m.

**June 13, 2024**

**Board Members**

Pat Lorello, Belgrade – Engineering

Jon Wells, Hardin – Impact Area

Catherine Laughner, Big Sky – Attorney

Sandra Jones, Roundup – Public Administration

Tim Schaff, Roundup – Education

Hal Fuglevand, Billings -- Impact Area

Sandy Tutvedt, Kalispell -- Education

**Notice of Public Meeting**

**June 12, 2024:**

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

**June 13, 2024:** The Board will hold a quarterly meeting at 8:30 am, Thursday, June 13, 2024, in The Broso Room, Big Horn Resort, 1801 Majestic Lane, Billings, MT. For more information or to request reasonable accommodations for a disability, please contact Community MT 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:**

**Informational Items:**

1. Call to order
2. Roll call
3. Commerce Updates
  - General housekeeping items
    - Restrooms
    - Virtual attendees reminder
    - Telephone only attendees reminder
    - Board Member reminders
    - Sign-in sheet
    - Senate Bill 540 Details
4. Opportunity for public comment on items not on the agenda, but within the Board’s jurisdiction
5. Budget Update
  - Community MT Staff update
  - Opportunity for public comment
  - Board discussion

6. Project Updates

- 0983-City of Roundup-Thank you Letter
  - *Community MT Staff update*
  - *Opportunity for public comment*
  - *Board discussion*
- Open and Closed project status
  - *Community MT Staff update*
  - *Opportunity for public comment*
  - *Board discussion*

7. New Applications - Presentations (See Table below)

<b>Applicant #</b>	<b>Applicant</b>	<b>Project Description</b>	<b>Funds Requested</b>	<b>Total Project Costs</b>
0988	Rosebud County	Colstrip Medical Center Re-Roof Project	\$138,000.00	\$233,143.00
0989	Hysham Public Schools	Preparation of a Preliminary Architectural Report (PAR)	\$40,122.00	\$110,122.00
0990	Rosebud County	Rosebud County Sheriff's Department Dispatch Upgrade Project	\$169,600.00	\$222,040.00
0991	Town of Winnett	Purchase of a New Loader	\$206,000.00	\$206,000.00
		<b>Total Requested:</b>	<b>\$553,722.00</b>	<b>\$771,305.00</b>

**Board Action Items:**

8. Approval of Minutes

- March Meeting minutes (March 14, 2024)
  - *Community MT Staff update*
  - *Opportunity for public comment*
  - *Board discussion*
  - *Board action*

9. Board action on Grant applications

- *988 – Rosebud County*
- *989 – Hysham Public Schools*
- *990 – Rosebud County*
- *991 – Town of Winnett*

10. Opportunity for public comment

11. Board Matters

- Confirmation of next meeting dates and location
  - September 12, 2024-Billings (Tentative)
  - December 12, 2024-Billings (Tentative)

12. Adjourn

Updated as of 5/31/2024

Cash Balance as of July 1	\$ 8,515,687.24
Obligated Grant funds from Current Year	\$ 2,563,598.00
Obligated Grant funds from Previous Years	\$ 2,250,288.77
Current Year Expenses	\$ 3,232,458.23
Current Year Revenue	\$ 4,520,537.37
<b>Net Cash Available</b>	<b>\$ 4,989,879.61</b>
<hr/>	
Fiscal Year 2024 Available Grant Authority	\$ 3,483,000.00
Current Year Obligated Grants	\$ 2,563,598.00
<b>Current Year Funding Available for Grants</b>	<b>\$ 919,402.00</b>

## Coal Tax Revenue Comparison

	Fiscal Year						
	2024	2025	2026	2027	2028	2029	2030
July	776,652.84						
August	380,203.53						
September	6,181.02						
October	1,150,663.76						
November	6,181.02						
December	6,181.02						
January	679,293.47						
February	479,636.88						
March	6,181.02						
April	686,355.14						
May	343,007.67						
June	-						
<b>TOTAL</b>	<b>4,520,537.37</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	Fiscal Year						
	2017	2018	2019	2020	2021	2022	2023
July	247,193.27			222,429.42	431,312.73	617,761.79	592,505.22
August	693,771.22	740,446.95	918,302.50	539,831.96	6,181.03	6,181.02	557,127.95
September			(504.39)	5,979.51	6,181.03	6,181.02	6,181.02
October	755,932.38	332,719.15	519,416.85	316,099.35	489,138.85	6,181.02	1,326,249.17
November	101,974.55	629,341.43	439,644.24	457,270.54	6,181.03	884,379.21	6,181.02
December		580.99			6,181.03	6,178.12	6,181.02
January	648,624.21	308,187.51	702,308.56	327,851.56	302,836.00	763,081.14	682,360.04
February	80,414.86	551,400.30	235,857.70	316,829.05	238,944.10	182,395.75	329,880.83
March	(1,551.84)			2,063.81	21,376.15	6,181.02	6,181.02
April	531,173.29	721,648.76	625,338.13	557,704.92	863,630.16	972,088.37	801,341.83
May	146,179.43	98,316.33	95,829.81	90,338.94	7,826.03	6,181.02	470,259.15
June	7,422.78	505.97	(505.97)	108,927.02	(84,162.96)	19,694.51	(6,181.02)
<b>TOTAL</b>	<b>3,211,134.15</b>	<b>3,383,147.39</b>	<b>3,535,687.43</b>	<b>2,945,326.08</b>	<b>2,295,625.18</b>	<b>3,476,483.99</b>	<b>4,778,267.25</b>

**Sandra Jones, Mayor**

GARY TOOMBS, President of Council  
TANYA LANTER, Clerk/Treasurer  
CASSANDRA MANN, Assistant Clerk  
LON SIBLEY, Director of public Works  
BRADLEY MARKING, City Judge

# City of Roundup

*P.O. BOX 660  
Roundup, MT 59072  
Phone (406) 323-2804 Fax (406) 323-2757  
Roundupmontana.net*

GARY TOOMBS Ward I  
JAMES VIVIRITO Ward I  
FLOYD FISHER Ward II  
JEREMY ERICKSON Ward II  
RICK CARLSON Ward III  
DOLLY LONG Ward III  
CAMERON MCCLEARY Ward IV  
DAVE LIGGETT Ward IV

April 25, 2024

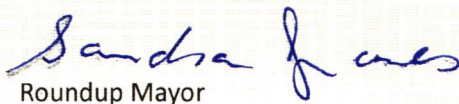
To: The Montana Cola Board

Subject: Thank You

On behalf of the City of Roundup, we want to thank the Montana Coal Board for the purchase of a new Garbage / Truck. The truck is currently scheduled to be delivered in June and I will send pictures when it arrives.

We appreciate all of the help that the Coal Board does in coal communities across our great state!

Respectfully Yours

  
Roundup Mayor

Sandra Jones

**RECEIVED**

**APR 29 2024**

**Department of Commerce  
Community Development Division**

## Open Coal Board Grants

Grant #	Grantee Name	Project Name	Award Date	Grant Amount	Remaining Funds as of May 31, 2024	Expiration Date
<b>2017 Biennium</b>						
787	Crow Tribe	Phase 3C WW Collection	6/16/2016	\$200,000.00	\$65,000.00	12/31/2024
<b>2021 Biennium</b>						
889	City of Hardin	Upgrade Wastewater Collection and Treatment Plants	3/12/2020	\$250,000.00	\$105,404.11	3/31/2026
<b>2023 Biennium</b>						
932	City of Colstrip	Business Innovation Center Construction Project	3/10/2022	\$375,000.00	\$163,756.65	12/31/2024
934	Big Horn County	Ambulance Department Vehicle Replacement	3/10/2022	\$159,000.00	\$159,000.00	12/31/2024
937	City of Forsyth	Water Intake Project	6/9/2022	\$100,000.00	\$100,000.00	12/31/2024
940	City of Colstrip	Repairs to the Filter and Clarifier Buildings	6/9/2022	\$367,875.00	\$73,575.00	12/31/2024
946	City of Colstrip	North End Water Loop Construction Project	12/8/2022	\$224,484.00	\$224,484.00	12/31/2024
947	Rosebud County	Purchase of Ambulance/Extrication Equipment	12/8/2022	\$614,200.00	\$550,000.00	12/31/2024
948	City of Colstrip	Purchase of Pumper/Tanker for Colstrip Volunteer FD	12/8/2022	\$375,000.00	\$375,000.00	12/31/2024
953	Town of Hysham	Construction and Repair of the Hysham Water Project	3/9/2023	\$189,000.00	\$28,822.48	12/31/2024
957	Big Horn County	Equipment Purchase for Big Horn County Rural FD	3/9/2023	\$385,000.00	\$385,000.00	12/31/2024
963	Lavina School District	Replacement of the Lavina School Boiler	6/8/2023	\$250,000.00	\$20,246.53	12/31/2024

2025 Biennium						
966	Treasure County	Gibson Road Bridge Replacement	9/14/2023	\$189,550.00	\$189,550.00	3/31/2026
967	City of Miles City	Purchase of 1 City Police Car	9/14/2023	\$50,935.00	\$50,935.00	12/31/2024
968	Musselshell County	Purchase of a Replacement Ambulance	9/14/2023	\$215,000.00	\$215,000.00	12/31/2026
970	City of Colstrip	Colstrip City Hall Audio/Visual System Improvements	9/14/2023	\$31,000.00	\$31,000.00	12/31/2024
972	Rosebud County	Castle Rock Road Improvements	9/14/2023	\$500,000.00	\$500,000.00	12/31/2025
973	City of Colstrip	Purchase of an Excavator	9/14/2023	\$40,000.00	\$40,000.00	12/31/2024
975	Big Horn County	Purchase of Patrol Vehicles for Sheriff's Office	12/14/2023	\$120,000.00	\$120,000.00	12/31/2026
976	Richland County	Development of County EDS and CEDS	12/14/2023	\$45,000.00	\$45,000.00	9/30/2025
977	Colstrip Public Schools	Gymnasium Vestibules	12/14/2023	\$376,151.00	\$376,151.00	12/31/2025
980	Rosebud County	Purchase of QRV	12/14/2023	\$70,400.00	\$70,400.00	3/31/2025
981	City of Colstrip	Conduct PASER Study	12/14/2023	\$39,000.00	\$39,000.00	12/31/2025
982	Pryor Public Schools	PAR for School Building	12/14/2023	\$83,062.00	\$83,062.00	12/31/2025
983	City of Roundup	Purchase of a Garbage Truck	3/14/2024	\$200,000.00	\$200,000.00	12/31/2026
985	Petroleum County	Courthouse Renovation and Reuse Project	3/14/2024	\$250,000.00	\$250,000.00	12/31/2026
987	City of Hardin	Purchase of a Garbage Truck	3/14/2024	\$210,000.00	\$210,000.00	12/31/2026

Total balance remaining	\$4,670,386.77
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## **Applicant 0988-Rosebud County**

The applicant is requesting \$138,000 of a total project cost of \$233,143 in Coal Board funds for the Colstrip Medical Center Re-Roof Project. The request to the Board is 59% of the total project cost. The applicant is a designated unit.



**Problem:**

Colstrip Hospital District is a county district and provides medical services at Colstrip, Montana. The roof at Colstrip Medical Center needs re-roofing. It received some damage due to weather and an insurance payment in the amount of \$70,571 was received. That insurance money will be put toward the total cost of re-roofing the facility.

**Proposed Solution:**

A new roof would fix this problem.

<b><u>PROJECT BUDGET</u></b>					
<b>ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>SOURCE: Coal Board Grant</b>	<b>SOURCE: Colstrip Hospita l District</b>	<b>SOURCE: Colstrip Impact Fund</b>	<b>SOURCE:</b>	<b>TOTAL:</b>
<b>Grant Administration</b>	<b>*</b> \$	\$	\$	\$	\$
<b>Audit</b>	\$	\$	\$	\$	\$
<b>Professional Services</b>	\$	\$	\$	\$	\$
<b><u>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</u></b>	\$	\$	\$	\$	\$
<b>ACTIVITY COSTS:</b>					
<b>Re-roofing</b>	<b>\$138,000</b>	<b>\$44,280</b>	<b>\$24,572</b>	\$	<b>\$206,852</b>
<b>Architectural/Engineering Design</b>	\$	<b>\$16,179</b>	\$	\$	<b>\$16,179</b>
<b>ROW</b>	\$	\$	\$	\$	\$
<b>Contingency</b>	\$	<b>\$10,112</b>	\$	\$	<b>\$10.112</b>
<b>TOTAL ACTIVITY COSTS</b>	<b>\$138,000</b>	<b>\$70,571</b>	<b>\$24,572</b>	\$	<b>\$233,143</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$138,000</b>	<b>\$70,571</b>	<b>\$24,572</b>	\$	<b>\$233,143</b>

# Coal Board Grant Applicant #0988 Rosebud County Staff Report / June 2024 Meeting

Applicant: Rosebud County  
Project: Colstrip Medical Center Re-Roof Project  
Coal Board Funds Requested: \$138,000.00  
Total Project Cost: \$233,143.00

## I. General Project Information

### A. Eligibility:

- The applicant is a local government, which is eligible according to 90-6-205(4), MCA.
- The project would assist the applicant in providing safe medical care, which is eligible according to 90-6-205(4), MCA and 8.101.302, ARM.

### B. Application Items:

- The Coal Board Application form was complete.
- A technical memo was provided.

### C. Applicant is a designated unit according to 90-6-207, MCA.

### D. Location of applicant:

- The applicant lists Western Energy Coal Mine, Power Plant and Rosebud Power Plant as the nearest coal development area or coal-using energy complexes. These are all located near the City of Colstrip.
- The applicant is located in the southeastern area of the state.

### E. Grant funding history:

- Applicant has been awarded \$2,927,232.00 in Coal Board funds since 2009.

## II. Coal Board Statutory Criteria (90-6-206, MCA) *For the following, provide bulleted analysis of the project against the criteria based on facts in the application.*

### A. Need: *Explain how the assistance that is required to eliminate or reduce a direct and obvious threat to the public health, safety, or welfare has been caused as a direct result of coal development or decline (Coal Board Application and Guidelines, p. 15).*

- The applicant demonstrated there is a need for a new roof for the Colstrip Medical Center due to age and weather damage.
- This project will have an effect on all the residents in the county.
- No serious public health or safety problems have occurred and no state or federal health or safety standards have been violated.

### B. Severity of Impact: *Explain why the proposed project or governmental services or facilities "are 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" (Coal Board Application and Guidelines, p. 16).*

- Rosebud County has had a 37% decrease in taxable value since 2018 which decreased the available funds from tax revenue for the County and the Hospital District.
- The County has also had a decline in Federal Mineral Royalties funds.
- Rosebud County has lost 295 jobs which has negatively impacted businesses, employers and employees as well as taxpayers.
- The applicant has lost significant tax revenue with the closure of Colstrip Units 1 and 2 and the need for assistance in paying for this project is a direct result of a contraction in the Coal Industry.

C. Availability of funds: *What amount of funds is available in light of the total request submitted (Coal Board Application and Guidelines, p. 17).*

- Revenues and appropriation from the legislature related to the Coal Natural Resource account are currently \$919,402.00. Total requested grants for this meeting are \$553,722.00.

D. Degree of local effort: *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 (Coal Board Application and Guidelines, p. 17).*

- The applicant is asking for 59% of this project to be funded by a Coal Board grant.
- The current millage rate from the application is \$78.07, listed for 2023-2024, which is higher than the average rates from the previous three years, \$57.52 (2022-2023: \$65.91, 2021-2022: \$57.24, 2020-2021: \$49.43). All information collected from the application.
- Based on the most recent audit submitted (2021), Commerce staff identified no concerns related to financial management.

E. Planning and Management: *90-6-207(5), MCA requires the Coal Board to give attention “to the need for community planning before the full impact of coal development or decline is realized. Applicants should be able to show how the request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems.” Therefore, pursuant to Sub-Chapter 3 of the Administrative Rules of Montana, planning is an additional criterion the Coal Board will apply when judging applications. (Coal Board Application and Guidelines, p. 20).*

- Applicant states that the county has assessed numerous infrastructure needs and the district is prioritizing crucial projects that will have long lasting value while the County and Districts adjust to lower tax revenue levels. This represents good planning.
- The provision of emergency services is addressed in the Growth Policies for both City of Colstrip and Rosebud County.
- Planning staff recommend updating Growth Policies every 5 years. Both the Rosebud County and Colstrip Growth Policies that we have on file are from 2019, so an update is recommended for the near future.

### III. Staff Summary

Commerce staff recommends funding because the application was complete and meets required statutory criteria.

**Appendix A: Coal Board Application**

**THE COAL IMPACT GRANT APPLICATION FORM SUBMITTED BY ROSEBUD COUNTY**

**CERTIFICATION**

The chief elected official or executive officer of the applicant must sign the application certifying that to the best of the official's knowledge and belief, the information provided in the application and the attached documents is true and correct.

The chief elected official or executive officer of the applicant must also certify that, in accordance with Section 90-6-205, MCA, the applicant is eligible for a Coal Impact Grant and has the authority to administer and make expenditures to provide for the proposed service or facility.

**CERTIFICATION**

To the best of my knowledge and belief, the information provided in this application and in the attached documents is true and correct.

In accordance with Section 90-6-205, MCA, the applicant is eligible for Coal Board grants and has the statutory authority to make expenditures to provide for the particular service or facility.

Name: Ed Joiner

Title: Presiding Officer

Signature: 

Date: 4/22/2024

## **SUMMARY INFORMATION**

1. NAME OF APPLICANT(S):  
Rosebud County
  
2. TYPE OF ENTITY:  
Local Governmental Unit - County
  
3. SENATE AND HOUSE DISTRICTS:  
SD 20 & 21  
HD 39 & 41
  
4. AMOUNT OF COAL IMPACT GRANT REQUESTED:  
\$138,000
  
5. NAME OF PROJECT:  
Colstrip Medical Center Re-Roof Project
  
6. TYPE OF PROJECT:  
Public Facility Project – Medical Facility
  
7. POPULATION SERVED BY PROJECT:  
Rosebud County – 8310 (2023 Estimate - [U.S. Census Bureau QuickFacts: Rosebud County, Montana](#))
  
8. NUMBER OF HOUSEHOLDS SERVED BY PROJECT:  
3785 (2022 Estimate - [U.S. Census Bureau QuickFacts: Rosebud County, Montana](#))
  
9. CHIEF ELECTED OFFICIAL OR AUTHORIZED REPRESENTATIVE:  
Ed Joiner, Presiding Officer  
Rosebud County  
1251 Main St.  
Forsyth, MT 59327  
PH 406-346-2251  
[rcc@rosebudcounty-mt.com](mailto:rcc@rosebudcounty-mt.com)

10. PRIMARY ENTITY CONTACT PERSON:

Ed Joiner, Presiding Officer  
Rosebud County  
1251 Main St.  
Forsyth, MT 59327  
PH 406-346-2251  
[rcc@rosebudcounty-mt.com](mailto:rcc@rosebudcounty-mt.com)

11. OTHER CONTACT PERSONS:

Sarah Kisman  
Rosebud County  
1251 Main St.  
Forsyth, MT 59327  
PH 406-346-2251  
[rcc@rosebudcounty-mt.com](mailto:rcc@rosebudcounty-mt.com)

12. MILLAGE RATES:

2023-2024 Total Mills Levied =	78.07	Mill Value =	\$57,373.00
2022-2023 Total Mills Levied =	65.91	Mill Value =	\$64,963.20
2021 -2022 Total Mills Levied =	57.24	Mill Value =	\$63,240.92
2020 -2021 Total Mills Levied =	49.43	Mill Value =	\$78,627.39
2019 -2020 Total Mills Levied =	43.13	Mill Value =	\$88,395.45

13. IMPACTS FROM COALINDUSTRY:

Western Energy Coal Mine, Colstrip, MT  
Power Plant, Colstrip, MT  
Rosebud Power Plant, Colstrip, MT Total of approximately 591 employees at the above

The four-unit Colstrip power plant located in Colstrip, MT was the second largest coal fired power plant west of the Mississippi River. Recently, two of the power generation units were shut down. Rosebud County is dramatically impacted by the coal industry – both in the mining and power generation sectors.

14. MAPS:

See attached Exhibit A for map

15. BRIEF PROJECT SUMMARY:

Colstrip Hospital District is a county district and provides medical services at Colstrip, MT. The roof at Colstrip Medical Center needs re-roofing. It received some damage due to weather and an insurance payment in the amount of \$70,571 was received. That insurance money will be put toward the total cost of re-roofing the facility.

16. PROJECT BUDGET AND IMPLEMENTATION SCHEDULE:

A. Project Budget Form:

<b>PROJECT BUDGET</b>					
<b>Completed by: <u>Julie Emmons Stoddard</u></b>		<b>For: <u>Rosebud County, MT</u></b>		<b>Date: <u>04/15/24</u></b>	
<b>ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>SOURCE: Coal Board Grant</b>	<b>SOURCE: Colstrip Hospital District</b>	<b>SOURCE: Colstrip Impact Fund</b>	<b>SOURCE:</b>	<b>TOTAL:</b>
Grant Administration	* \$	\$	\$	\$	\$
Audit	\$	\$	\$	\$	\$
Professional Services	\$	\$	\$	\$	\$
<b><u>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</u></b>	\$	\$	\$	\$	\$
<b>ACTIVITY COSTS:</b>					
Re-roofing	\$138,000	\$44,280	\$24,572	\$	\$206,852
Architectural/Engineering Design	\$	\$16,179	\$	\$	\$16,179
ROW	\$	\$	\$	\$	\$
Contingency	\$	\$10,112	\$	\$	\$10,112
<b>TOTAL ACTIVITY COSTS</b>	<b>\$138,000</b>	<b>\$70,571</b>	<b>\$24,572</b>	<b>\$</b>	<b>\$233,143</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$138,000</b>	<b>\$70,571</b>	<b>\$24,572</b>	<b>\$</b>	<b>\$233,143</b>



**B. Project Budget Narrative:**

Include a narrative justification for the specific proposed project construction activities and related administrative/ financial costs. Explain the cost estimates for each item in the proposed budget in the narrative.

Please see attached cost estimate included as Exhibit C

Costs estimated by SDI Architects at the front of Exhibit C and Technical Memo included in this section as well.

**C. Implementation Schedule:**

Each applicant must submit an implementation schedule that describes the overall schedule for project completion.

<b><u>IMPLEMENTATION SCHEDULE FOR ROSEBUD COUNTY</u></b>													
<b>TASK</b>	<b>QUARTERS 2024</b>				<b>QUARTERS 2025</b>				<b>QUARTERS 2026</b>				
	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	
<b><u>PROJECT START-UP</u></b>													
<b>A.</b> Sign contract with Coal Board			X										
<b>B.</b> Secure approval of other funding			X										
<b>C.</b> Submit progress reports and drawdown request. (Progress reports quarterly if no draws submitted)			X	X	X								
<b><u>PROJECT CONSTRUCTION</u></b>													
<b>A.</b> Complete Bid Process				X									
<b>B.</b> Purchase Equipment													
<b>C.</b>													
<b>D.</b> Construction				X									
<b>E.</b> Final Inspection				X									
<b><u>PROJECT CLOSE-OUT</u></b>													
<b>A.</b> Coal Board administrative staff conduct on-site monitoring of the project					X								
<b>B.</b> Submit project completion report.					X								

17. DESCRIPTION OF RELATIONSHIP TO COAL BOARD STATUTORY GRANT CRITERIA

The Coal Board does base its awards on the following four statutory criteria (90-6-206, MCA). In addition, State law (90-6-207(5), MCA) that requires attention be given to the need for community planning before the full impact of coal development or decline is realized.

A. **Need**

**Explain how the assistance that 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?" (90-6-206, MCA)**

1. Does a serious deficiency exist in a basic or necessary community public facility or service? Examples include emergency services such as police, fire, or ambulance services. Describe the nature and frequency of occurrence and provide supporting documentation.

As documented in the Technical Memo provided by SDI Architects, the Colstrip Medical Center roof is at the end of its' life and in need of repair. Because of damage caused by hail and high winds, the roof arrived at this point earlier than anticipated. The Colstrip Medical Center is a necessary community public facility. Without repair of the roof, water damage may occur to other components of the property.

2. Have serious public health or safety problems that are clearly attributable to a deficiency occurred, or are they likely to occur, such as illness, disease outbreak, substantial property loss, environmental pollution, safety problems, hazards, or health risks? Describe the nature and frequency of occurrence and provide supporting documentation.

No deficiency or safety hazards have occurred yet but are likely to occur if the roof is not replaced.

3. Is the entire community, or a substantial percentage of the residents of the community, seriously affected by the deficiency or at risk, as opposed to a small percentage of the residents? Describe the number or percentage of community residents affected by the problem.

The Colstrip Medical Center serves Colstrip and the surrounding area which includes Rosebud County. It is open to all persons that require medical assistance and for that reason, it has the potential to affect all residents. Additionally, during the month of April and May, there will be approximately 600 additional workers on site in Colstrip at the power plant for a planned overhaul. These workers require testing and create additional traffic at the medical facility.

4. Is there clear documentation that the current condition of the public facility or service (or lack of a facility or service) violates, or may potentially violate, a state or federal health or safety standard. If yes, describe the standard being violated. If the proposed project is necessary to comply with a court order or a state or federal agency directive, describe the directive and attach a copy of it.

There are no mandates requiring a roof replacement. Delaying the repair may cause more damage to the facility.

5. Does the standard that is being violated, or potentially may be violated; represent a significant threat or potential threat to public health or safety?

Not applicable.

6. Additional information supporting the NEED for this project.

**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**

Explain why the proposed project or governmental services or facilities “are 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” (90-6-205(4)(a), MCA).

1. Describe why the need for the expansion or improvement to the public facility or public service is attributable to coal-related impacts. Additionally, please provide the percentage of the project that is a result of coal impacts.

Rosebud County has had a reduction in taxable value that is significant. In 2018, the taxable value for Rosebud County was \$90 million. The taxable value for 2023 is just \$57 million. This is a 37 percent decrease in available funds from tax revenue for Rosebud County and the Colstrip Hospital District. This is directly related to the closure of Colstrip Units 1 and 2. Rosebud County has also had a decline in Federal Mineral Royalties funds. In addition to the decline in tax revenue, Rosebud County has a lower level of employment due to the contraction in the coal industry. In July of 2018, the level of employment was 3,711 persons and in July of 2022, that level of employment had decreased to 3,416 persons. The decline in the coal, oil, gas, and timber industries in Rosebud County have affected the current population through a decline in residents to share the costs of local government services and in the general economic decline of the region. **But, more significantly, there has been a loss of 295 jobs as measured by the level of employment statistics. This has devastating impacts to businesses, employers, and employees as well as to taxpayers, in general.** Colstrip Medical has had a reduced number of encounters (visits) at their facility and continues to adjust their operating budget to cover necessary expenses with revenue they receive. At the same time, they are experiencing elevated expenses due to having to hire contract nurses to provide services.

As it relates to this proposed project, the impact will be realized in the reduced ability of governments and districts to continue to provide the needed government services and facilities necessary for the general well-being, health, and safety of residents. This project is a perfect example of the strained facilities with conditions that require quick action to stabilize and preserve essential facilities that have served residents for many decades. This project relates directly to the financial ability of the County and the District to provide the investment in its infrastructure to continue to provide public services within its facilities while maintaining the safety of the public.

2. Name the nearest coal development area or coal-using energy complex to your community and the road miles from your community.

- A. Talen Energy’s two-unit 1,400 MW power station located within the City of Colstrip.
- B. Western Energy Company’s (WECO) Rosebud coal mine produces approximately 8 million tons of coal has 25,000 acres adjacent to the City of Colstrip.
- C. Peabody Group’s Big Sky Coal Mine located just six miles south of Colstrip closed in 2004-05 and was listed as one of Rosebud County’s top 10 private employers in 1997.
- D. Rosebud Power Generation Station is north of town within seven miles of the city limits.
- E. Westmoreland’s Sarpy Creek mine is 25 miles west of Colstrip.
- F. Spring Creek Coal mine is located to the south of Colstrip near Busby.
- G. Decker Mine is located 85 miles to the South but was recently closed.

3. Additional information supporting the 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 need for assistance in paying for this project is a direct result of a contraction in the Coal Industry. The decrease in revenue directly impacts the Colstrip Hospital District and Rosebud County’s ability to afford the provision of public services and infrastructure.

**C. Availability of Funds**

1. Amount requested from the Coal Board: \$ 138,000
2. Amount of Coal Board funds available at the time of application \$ \_\_\_\_\_ (#2 will be completed by Coal Board staff)
3. Explain why a coal impact grant is necessary to make the project feasible and affordable.

Rosebud County and more specifically the Colstrip Hospital District has lost a significant amount of tax revenue with the closure of Colstrip Units 1 and 2.

4. What are the other proposed funding sources for the project?

<b><u>FUNDING SOURCES SUMMARY FOR ROSEBUD COUNTY</u></b>				
<b>Source</b>	<b>Type of Fund</b>	<b>Amount</b>	<b>Status of Commitment</b>	<b>Loan Rates &amp; Terms</b>
Colstrip Medical District	Cash	\$70,571	Confirmed	N/A
Coal Board Grant	Grant	\$138,000	Pending	N/A
Colstrip Impact Foundation	Grant	\$24,572	Pending – Application to be considered June 2024	N/A

5. If a particular proposed source of funding is not obtained, how will the applicant proceed?

Other funding avenues would have to be investigated as it is not feasible at this time for the Colstrip Hospital District to make the entire investment on their own.

**D. Degree of Local Effort in Meeting Needs**

1. If current millage rates given are lower than the average rates levied during the previous three years, briefly explain why they are lower.

Current mills levied are higher than the average of the previous three years. The average of the three previous years is 57.52. 2023 – 2024 mills levied is 78.07. Rosebud County is taxing at the maximum allowable by Montana state law. As evidenced by the mill values below, the value of a mill is decreasing significantly in Rosebud County with the closure of Units 1 and 2 and continued depreciation on the other two power plant units. A mill value has decreased \$31,022 in just four years.

2023-2024 Total Mills Levied =	78.07	Mill Value = \$57,373.00
2022-2023 Total Mills Levied =	65.91	Mill Value = \$64,963.20
2021-2022 Total Mills Levied =	57.24	Mill Value = \$63,240.92
2020-2021 Total Mills Levied =	49.43	Mill Value = \$78,627.39
2019-2020 Total Mills Levied =	43.13	Mill Value = \$88,395.45

2. Describe any local efforts to meet the public facility or public service needs by providing financial contributions to the project to the extent possible, such as local funding, donations of land, absorbing some or all-administrative costs. For non-profit organizations, describe fund- raising efforts or other in-kind assistance to the proposed project as well as usual program fund-raising efforts.

Colstrip Medical District and Rosebud County will absorb the administrative costs associated with the successful administration of the proposed Coal Board Grant and Colstrip Impact Foundation grant. Additionally, all insurance proceeds will be put toward the project. The Colstrip Hospital District has already significantly invested in having the architectural and environmental review completed for the project. Those expenses were paid for in advance of this application being submitted but were not counted as match since the expenses were incurred prior to the date of application.

3. Describe past operation and maintenance budgets and practices over the long-term, including any reserves for repair and replacement.

The clinic is in good standing and has properly maintained the existing facility. Since 2020 after Covid, there have been numerous financial challenges. Costs for staff have increased markedly as medical staff are in high demand and the clinic now must depend on contract nurses and staff on a regular basis. In addition, there are fewer encounters at the clinic. Both factors have created limited net income. This combined with the taxable valuation decreasing is causing a cash crunch. Since 2022, the clinic has spent approximately \$150,000 on items to maintain the clinic. Flooring and windows were two of the larger ticket items. Money is set aside annually for repairs and replacement and reserves. However, with limited income and a declining tax base, funds are limited to make large repairs. A facility plan is in place and reviewed on a regular basis by the board of directors.

4. If there are indications that the problem is not of recent origin or has developed because of inadequate operation and maintenance practices in the past, explain the circumstances and describe the actions that management will take in the future to assure that the problem will not reoccur.

The need for the re-roof project occurred at this time primarily due to a hailstorm and high winds. While an insurance payment was received, the payment was discounted to 41% of the roof value because of the depreciation of the roof.

5. If the project involves water, wastewater, or solid waste, provide the current and projected monthly household user charges, including operation and maintenance: N/A
- What is the current monthly household user charge? \$ \_\_\_\_\_
  - What is the projected monthly user charge (including operation and maintenance) when the project is complete? \$ \_\_\_\_\_

6. What are your current debt obligations?

List current debt obligations. If the applicant is a water, wastewater, solid waste, or other system, which relies on rates and charges for its financial support, only debt related to that system need be entered. If the applicant is a city, county, or district that relies on general taxing authority for its financial support, or is a not-for-profit organization, debt related to the general obligations of the city, county, district, or not-for-profit organization should be entered.

<b><u>CURRENT DEBT SUMMARY FOR ROSEBUD COUNTY</u></b>								
Year Issued	Purpose	Type of Bond/ Security	Amount	Maturity Date (mo./yr.)	Debt Holder	Coverage Required	Annual Payment Amount	Outstanding Balance

7. What are your current assets?  
See attached Exhibit B
8. What financial accounting system do you use? Sage (Formerly known as Peachtree)
9. Is the applicant in compliance with the auditing and annual financial reporting requirements provided for in the Montana Single Audit Act, 2-7-501 to 522, MCA? (Tribal governments must comply with auditing and reporting requirements provided for in OMB Circular A-133).  
Yes  No  Date of last completed audit or financial report - 2023
10. If there have been audit findings within the last five years, have they been satisfactorily addressed?  
Any audit findings have been satisfactorily addressed.
11. Additional information supporting the DEGREE OF LOCAL EFFORT IN MEETING NEEDS.

**E. Planning & Management**

State law (90-6-207(5), MCA) requires the Coal Board to give attention “to the need for community planning before the full impact of coal development or decline is realized. Applicants should be able to show how the request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems.” Therefore, pursuant to Sub-Chapter 3 of the Administrative Rules of Montana, Planning is an additional criterion the Coal Board will apply when judging applications.

1. Describe how your grant request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems related to coal impacts.

As Rosebud County has faced varying levels of Coal Gross Proceeds tax, Federal Mineral Royalties, and taxable valuation (and thereby tax revenue generated for the community) addressing infrastructure needs has become a huge priority. The taxable valuation will continue to decline since the closing of Units 1 and 2 and continuing depreciation of Units 3 and 4. Rosebud County and Colstrip Hospital District have assessed numerous infrastructure needs and the district is prioritizing crucial projects that will have long lasting value while the County and Districts adjust to lower tax revenue levels. This represents good planning. At the same time, budgeting for future capital improvements and establishing capital reserve funds is being completed to better address future needs without the income from coal related tax revenues.

2. Describe how the proposed project is consistent with current plans. Plans may include a local capital improvements plan, growth policy, transportation plan, comprehensive economic development plan, or any other applicable plan.

The provision of emergency services for Rosebud County and Colstrip is addressed in the Growth Policy of each community and Comprehensive Economic Development Strategy for the SEMDC region which includes Rosebud County. This item is on the Infrastructure Needs List maintained by Southeastern Montana Development Corporation.



# Exhibit A



## Colstrip Medical Clinic

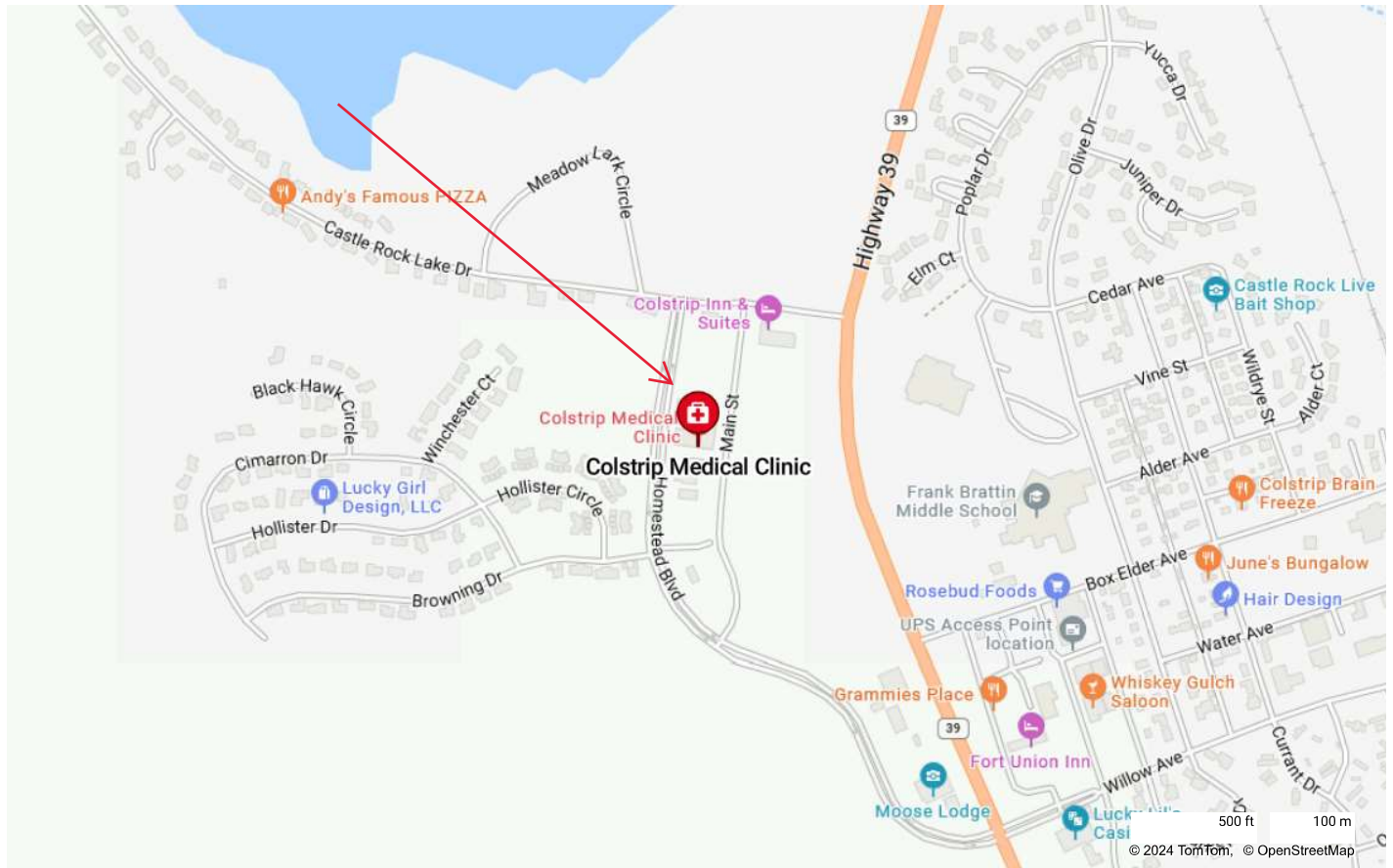
**Address:** 6230 Main St, Colstrip, MT 59323

**Phone:** +1 406-748-3600

**Website:** <https://colstripclinic.com/>

### Hours

Monday - Friday 8:00 AM - 5:30 PM



# Exhibit B

**Management Discussion and Analysis Comparison Schedules**

NET POSITION	Business-type Activities			
	<u>6/30/2022</u>	<u>6/30/2023</u>	<u>CHANGE</u>	<u>% CHANGE</u>
Current Assets	\$ 2,284,292	\$ 2,163,786	\$ (120,506)	-5.28%
Capital Assets, net	<u>1,621,978</u>	<u>1,589,613</u>	<u>(32,365)</u>	-2.00%
Total Assets	3,906,270	3,753,400	(152,870)	-3.91%
Current Liabilities	173,440	225,983	52,543	30.29%
Long Term Liabilities	<u>13,312</u>	<u>10,598</u>	<u>(2,714)</u>	-20.39%
Total Liabilities	186,752	236,580	49,828	26.68%
Net Position:				
Net Investment in Capital Assets	1,621,978	1,589,613	(32,365)	-2.00%
Unrestricted	<u>2,097,540</u>	<u>1,927,206</u>	<u>(170,334)</u>	-8.12%
Total Net Position	3,719,518	3,516,819	(202,699)	-5.45%

CHANGES IN NET POSITION	Business-type Activities			
	<u>6/30/2022</u>	<u>6/30/2023</u>	<u>CHANGE</u>	<u>% CHANGE</u>
OPERATING REVENUES:				
Charges for Services	1,062,013	1,000,081	(61,932)	-5.83%
Billing Services	32,716	30,072	(2,644)	-8.08%
Miscellaneous	<u>13,003</u>	<u>20,737</u>	<u>7,734</u>	59.48%
Total Operating Revenues	1,107,732	1,050,890	(56,842)	-5.13%
OPERATING EXPENSES:				
Salaries & Benefits	1,416,621	1,432,063	15,442	1.09%
Medical Supplies & Expenses	138,926	146,390	7,464	5.37%
Purchased Services	418,031	588,106	170,075	40.68%
Insurance	34,738	37,407	2,669	7.68%
Non-Medical Supplies & Expenses	15,103	22,554	7,451	49.33%
Administrative Expenses	91,446	100,754	9,308	10.18%
Maintenance/ Utilities	72,184	108,072	35,888	49.72%
Depreciation	<u>146,484</u>	<u>148,839</u>	<u>2,355</u>	1.61%
Total Operating Expense	2,333,533	2,584,185	250,652	10.74%
Operating Income (Loss)	<u>(1,225,801)</u>	<u>(1,533,295)</u>	<u>(307,494)</u>	25.09%
NONOPERATING REVENUES (EXPENSES)				
Taxes and Assessments	1,209,915	1,222,392	12,477	1.03%
Intergovernmental	77,039	-	(77,039)	-100.00%
Interest	8,827	33,631	24,804	281.00%
Debt Service Interest	(50)	-	50	-100.00%
Donations	<u>-</u>	<u>3,979</u>	<u>3,979</u>	100.00%
Total Nonoperating Revenue (Expenses)	1,295,731	1,260,002	(35,729)	-2.76%
Contributions and Transfers				
Capital Contributions	112,088	70,594	(41,494)	-37.02%
Change in Net Position	182,018	(202,699)	(384,717)	-211.36%

# Exhibit C

2022037

## Colstrip Medical Center Re-Roof

04/03/2023

	A	B	C	D	E
1	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
2	<b>Div 2 Existing Conditions:</b>				
3	Demo Roof Shingles	18,000	s.f.	1.75	31,500
4	Demo Gypsum Board Sheathing	12,000	s.f.	1.00	12,000
5	Landfill Fees	1	l.s.	750.00	750
6					
7	<b>Div 7 Thermal &amp; Moisture Protection:</b>				
8	Shingles & Associated	18,000	s.f.	4.50	81,000
9	Replace Rotten Fascia Allowance	1	l.s.	500.00	500
10	Replace Rotten Plywood/Gyp Board Allowance	1	l.s.	1,500.00	1,500
11	New Vent Boots	8	ea.	50.00	400
12	New Gutters	420	l.f.	10.00	4,200
13	New Downspouts w/ Leaders	12	ea.	100.00	1,200
14	Splashblocks	0	ea.	200.00	0
15				<b>SUBTOTAL COST.....</b>	<b>133,050</b>
16					
17	Contractor Profit			8.0%	10,644
18	Contractor General Conditions			7.0%	9,314
19	Bonds & Insurance			2.0%	2,661
20	Estimate Contingency			5.0%	6,653
21	Location/Inflation Factor (Colstrip)			10.0%	13,305
22	Current Economy Factor			20.0%	26,610
23					
24				<b>PROBABLE BASE BID COST.....</b>	<b>202,236</b>
25					
26	Owner Provided:				
27	A/E Fees			8%	16,179
28	Advertising			Allowance	600
29	Plan Review & Permits			0.8%	1,517
30	NESHAP			Allowance	2,500
31	Printing (Included in A/E Fees)			Allowance	0
32	Construction Contingency			5.0%	10,112
33					
34				<b>PROBABLE PROJECT COST.....</b>	<b>233,143</b>
35					



## PRELIMINARY ARCHITECTURAL FEASIBILITY REPORT

### A. Need for the Improvements.

The existing roof at Colstrip Medical Center (CMC) has served its purpose for almost 20 years since the original building was re-roofed when the n. side addition was constructed in 2006-2007. Since then, the roof has seen typical wear and tear from the sun, wind, and precipitation along with some atypical events like high winds and heavy hail that have ultimately caused the expedited deterioration of the roof. While a shingled roof may have a 'lifetime' or '50-year' warranty, those warranties are often limited, pro-rated, or even negated by certain 'force majeure'. In the case of CMC, the time to re-roof has arrived and, unfortunately, insurances and warranties are not able to offset enough of the costs to make a re-roof feasible at this time.

### B. Existing Conditions.

The original building had masonite wooden shingles, over 30# felt, over a gypsum board layer, over a 5/8" plywood deck. When the addition was built in 2006/2007, the original building was re-roofed as an 'add alternate' to the project which included Malarkey Legacy, Type 1 SBS modified shingles to match the new roof over the addition. Due to heavier flows in roof valleys, improper flashing, typical seasonal wear and tear, atypical weather events, and other contributing factors, certain portions of the roof are damaged and in need of repair. Based on the overall condition and age of the roof – spot repairs are not advisable due to brittle shingles, so a full re-roof is needed at this time. New gutters and downspouts are also needed to effectively take the stormwater from the roofs, down to the ground, and away from the building to better assure the building is protected from moisture infiltration in the future.

### C. Proposed Improvements.

The proposed project involves a full re-roof of the entire facility to include new edge metals, flashing, gutters, downspouts, and a few extra accommodations to address heavy flows in the valleys. The new shingles will be equal to Malarkey Legacy, Type 1 SBS modified shingles similar to what currently exists, but with a more robust 50-year, 110 mph wind warranty. A NESHAP Report for hazardous materials has already been completed for the project – no hazardous materials were noted or suspected. The project is essentially 'shovel ready' with drawings and specifications (attached) needing minimal updates for the Owners to go out to bid – if funding becomes available in the near future, this project could be completed by the end of Fall 2024.

### D. Cost Estimate.

1. Development & Construction: See attached for a line-item, cost estimate.
2. Architect Fees: These are included in the estimate as 8% of Probable Contract Cost.
3. Contingencies: The estimate includes a higher Location/Inflation Factor (typically 10% for Colstrip) and a higher Construction Contingency (typically 5% for re-roofs).



4. Other: Various items that are typically owner provided are highlighted at the bottom of the attached cost estimate. The NESHAP Report has already been completed and paid for; it is valid for up to three years (until March 2026)

E. Maps, Drawings, Sketches & Photographs

1. Drawings & Specifications: See attached.
2. Photographs:
  - A. Shingles with minimal granules left; lots of granules in the gutter. (09-29-2022)
  - B. Shingles missing on ridge. (09-29-2022)
  - C. Fasteners poking through. (09-29-2022)
  - D. Buckling shingles at wall/roof step flashing. (09-29-2022)



Figure A



Figure C



Figure B

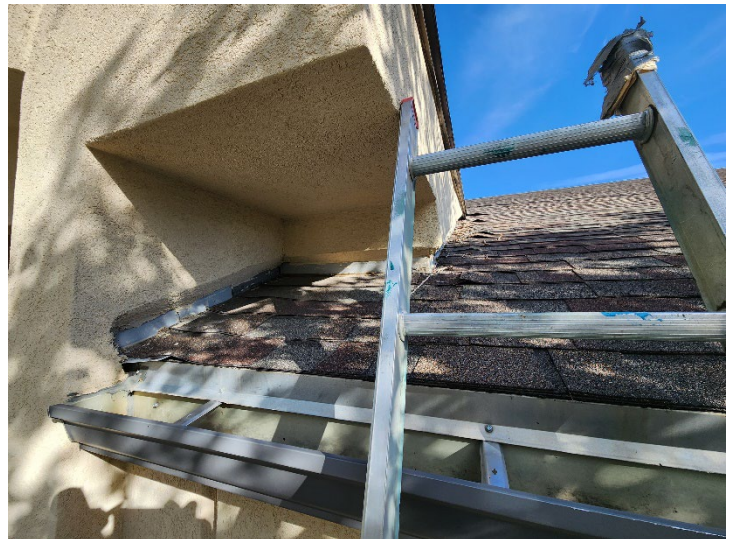


Figure D

F. Construction Problems

A re-roof typically involves assessing the existing roof deck for replacement while things are opened up. As such, we require to the Contractor to **INCLUDE** replacing (8) 4' x 8' sheets of plywood as part of their Base Bid and include a unit price as part of their bid to replace

anything beyond the eight sheets; the cost estimate includes a \$1500 allowance for these additional sheets.

Outside of not knowing the condition of the concealed roof deck, which we feel is adequately covered with the approach listed above, this should be a standard re-roof project without any anticipated construction problems.

#### G. Conclusions & Recommendations

A re-roof for the facility is necessary to protect the building, inhabitants, equipment, and everything else that resides below it. The Owners have already completed and paid for 'shovel ready' bid documents, but the final estimate ended up being more than they were able to realistically manage based on other facility needs. With additional grant funds, the Owners will be able to fiscally move forward with this project. For these reasons, we highly recommend this proposal for consideration.

If the project is funded and moves forward, the construction delivery method would likely be the traditional design-bid-build approach with the following, tentative timeline:

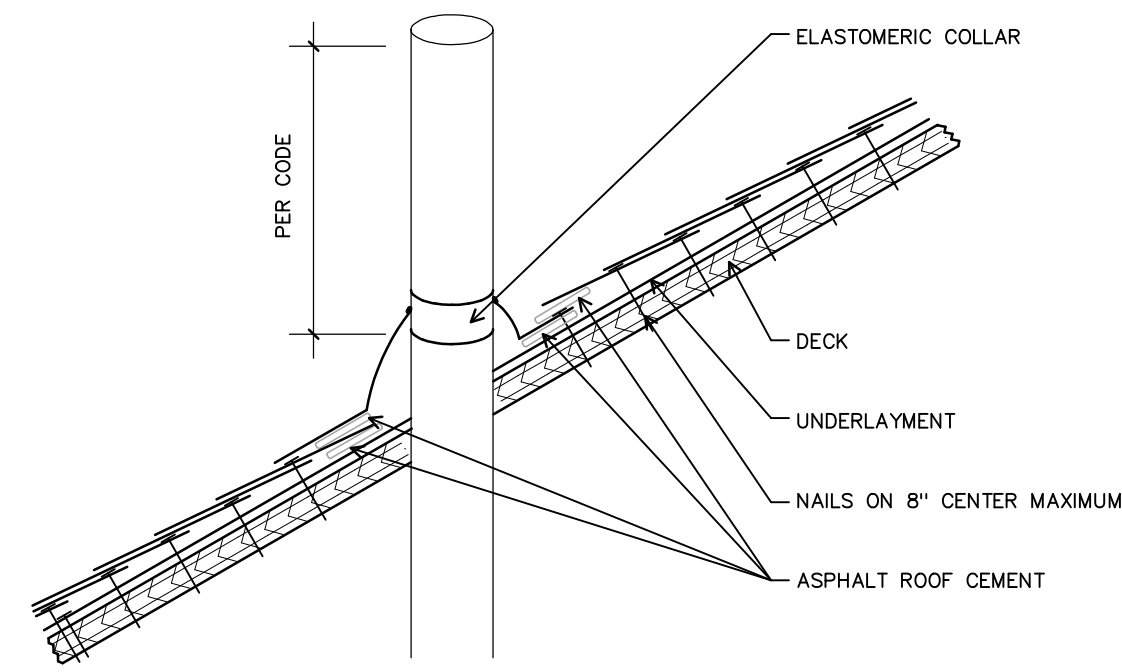
Design Starts	February 2023
99% Design Completed	April 2023
Funding procured; 100% Design; Owner proceeds with project	Spring 2024
Bidding	June 2024
Award/Notice to Proceed	July 2024
Construction Starts (3-month duration)	August 2024
Project Completion	Fall 2024

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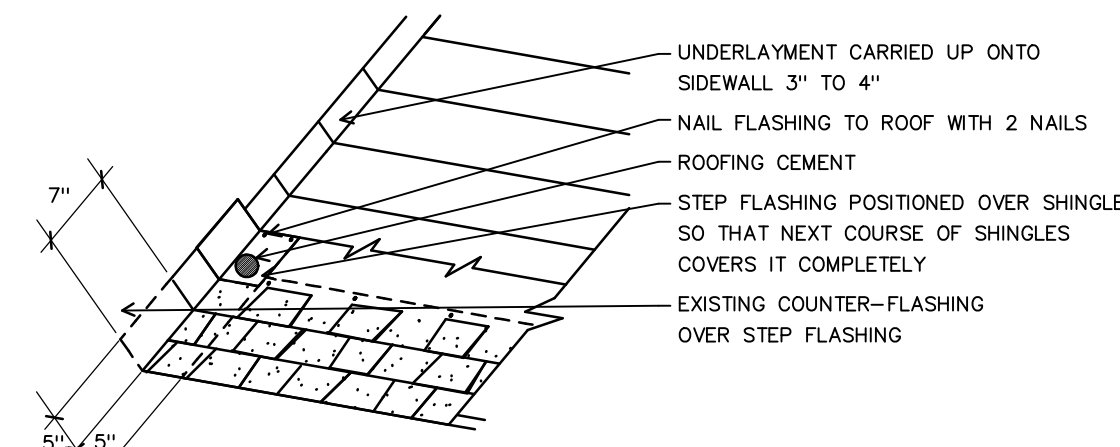
## Colstrip Medical Center Re-Roof

04/03/2023

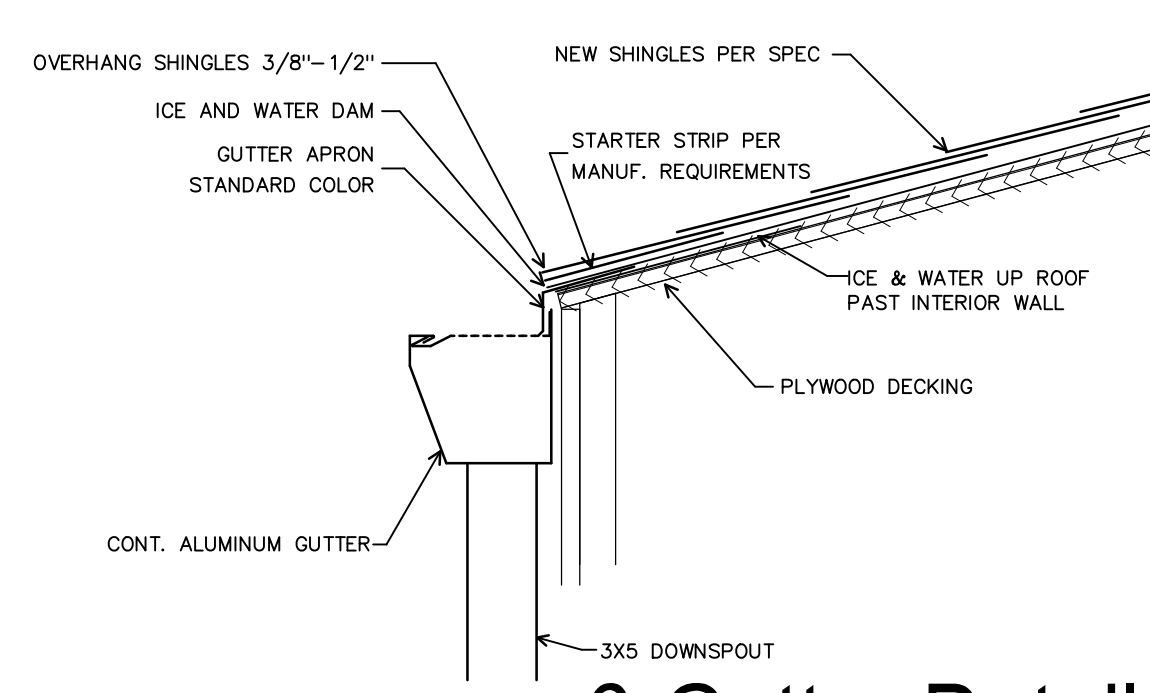
	A	B	C	D	E
1	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
2	<b>Div 2 Existing Conditions:</b>				
3	Demo Roof Shingles	18,000	s.f.	1.75	31,500
4	Demo Gypsum Board Sheathing	12,000	s.f.	1.00	12,000
5	Landfill Fees	1	l.s.	750.00	750
6					
7	<b>Div 7 Thermal &amp; Moisture Protection:</b>				
8	Shingles & Associated	18,000	s.f.	4.50	81,000
9	Replace Rotten Fascia Allowance	1	l.s.	500.00	500
10	Replace Rotten Plywood/Gyp Board Allowance	1	l.s.	1,500.00	1,500
11	New Vent Boots	8	ea.	50.00	400
12	New Gutters	420	l.f.	10.00	4,200
13	New Downspouts w/ Leaders	12	ea.	100.00	1,200
14	Splashblocks	0	ea.	200.00	0
15				<b>SUBTOTAL COST.....</b>	<b>133,050</b>
16					
17	Contractor Profit			8.0%	10,644
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23					
24				<b>PROBABLE BASE BID COST.....</b>	<b>202,236</b>
25					
26	Owner Provided:				
27	A/E Fees			8%	16,179
28	Advertising			Allowance	600
29	Plan Review & Permits			0.8%	1,517
30	NESHAP			Allowance	2,500
31	Printing (Included in A/E Fees)			Allowance	0
32	Construction Contingency			5.0%	10,112
33					
34				<b>PROBABLE PROJECT COST.....</b>	<b>233,143</b>
35					



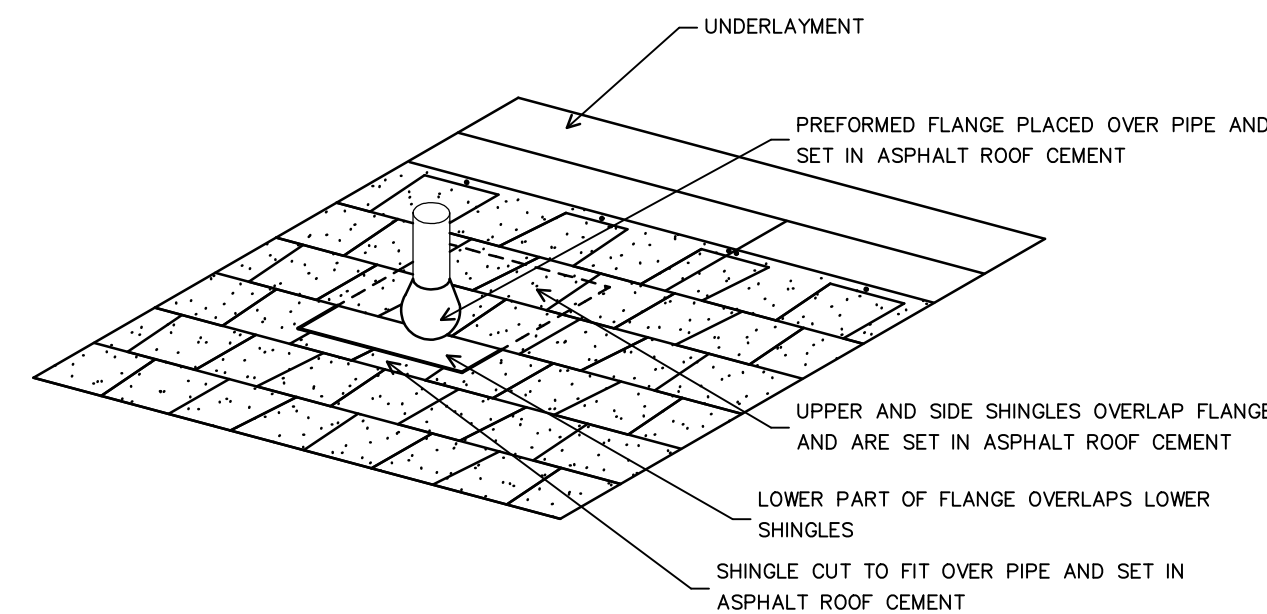
**2-Vent Shingles**  
2022037DET1 No Scale



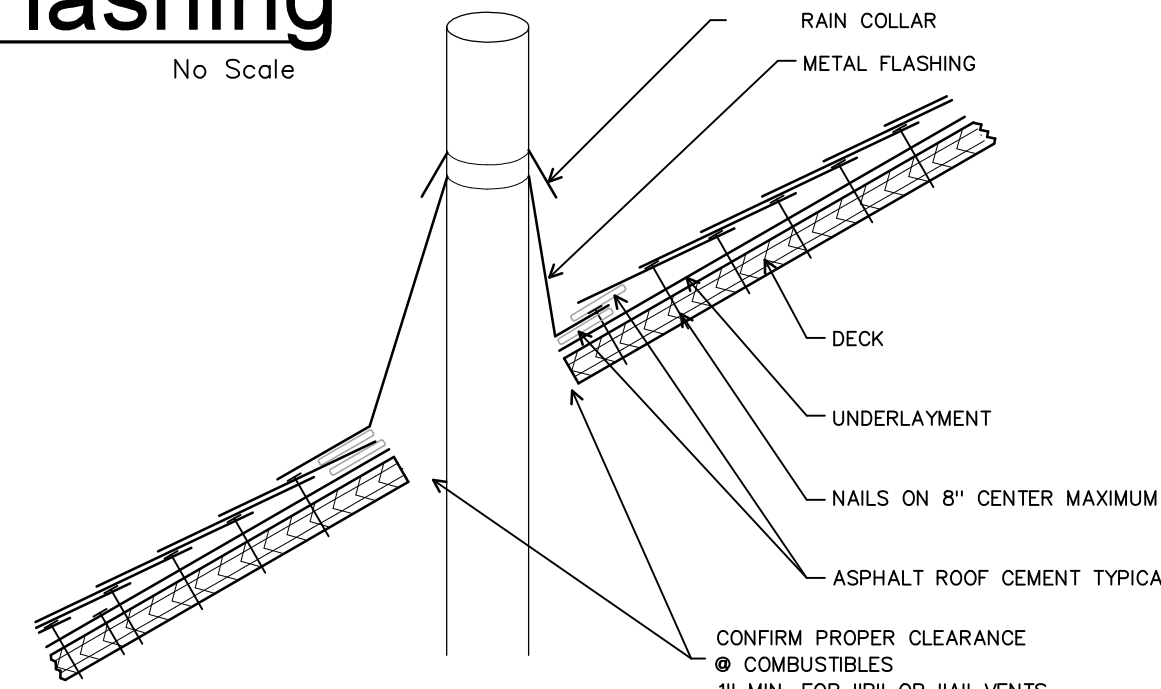
**4-Step Flashing**  
No Scale



**6-Gutter Detail**  
1 1/2" = 1'-0"



**3-Vent Shingles**  
No Scale

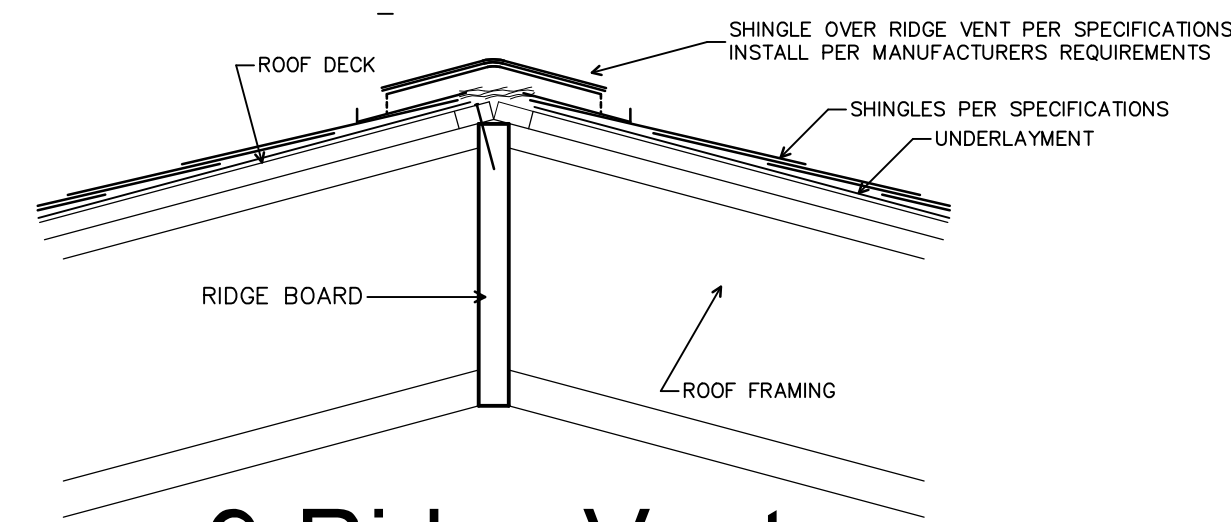


**5-Hot Vent**  
No Scale

**ROOF PLAN NOTES**

- ① EXISTING PLUMBING VENTS TO BE FLASHED W/NEW RUBBER & METAL BASES. SEE 2/A1.1 AND 3/A1.1 FOR VENT FLASHING DETAILS. NOTE: TYPICAL ALL VENTS.
- ② NOT USED
- ③ INSTALL NEW RIDGE VENT AND SHINGLES PER DETAIL 9/A1.1.
- ④ REMOVE AND REINSTALL ANTENNA MOUNTS AS REQUIRED TO INSTALL NEW SHINGLE SYSTEM.
- ⑤ REMOVE EXISTING SHINGLES, UNDERLAYMENT & GYP BOARD (WHERE SHOWN) DOWN TO PLYWOOD DECK. REMOVE ALL OLD FASTENERS. REPLACE ANY ROTTED, DAMAGED OR DELAMINATED PLYWOOD AS AN EXTRA. HAMMER DOWN PROTRUDING NAILS. BE CAREFUL NOT TO DAMAGE REUSABLE VENT FLASHING. APPLY NEW ROOF SYSTEM PER SPECIFICATIONS & DETAILS SHOWN.
- ⑥ FLASH HOT STACKS PER 5/A1.1. PROVIDE NEW METAL FLASHING AS REQD AND NEW VENT CAP.
- ⑦ STEP FLASH ALONG WALL PER DETAIL 4/A1.1. TRIM EXISTING SIDING UP 2" ABOVE FINISHED ROOF. SLIDE STEP FLASHING UNDER SIDING.
- ⑧ FLASH VALLEY PER DETAIL 8/A1.1 AND SPECIFICATIONS.
- ⑨ NOT USED
- ⑩ PROVIDE NEW GUTTER & DOWNSPOUT SYSTEM PER SPECIFICATIONS & DETAIL 6/A1.1. INSTALL NEW DOWNSPOUTS WHERE SHOWN ON PLANS. EXTEND LEADER TO CONCRETE EDGING.
- ⑪ REMOVE AND REINSTALL DIVERTER.
- ⑫ INSTALL NEW GUTTER SPLASH GUARD AT BOTTOM OF VALLEY.

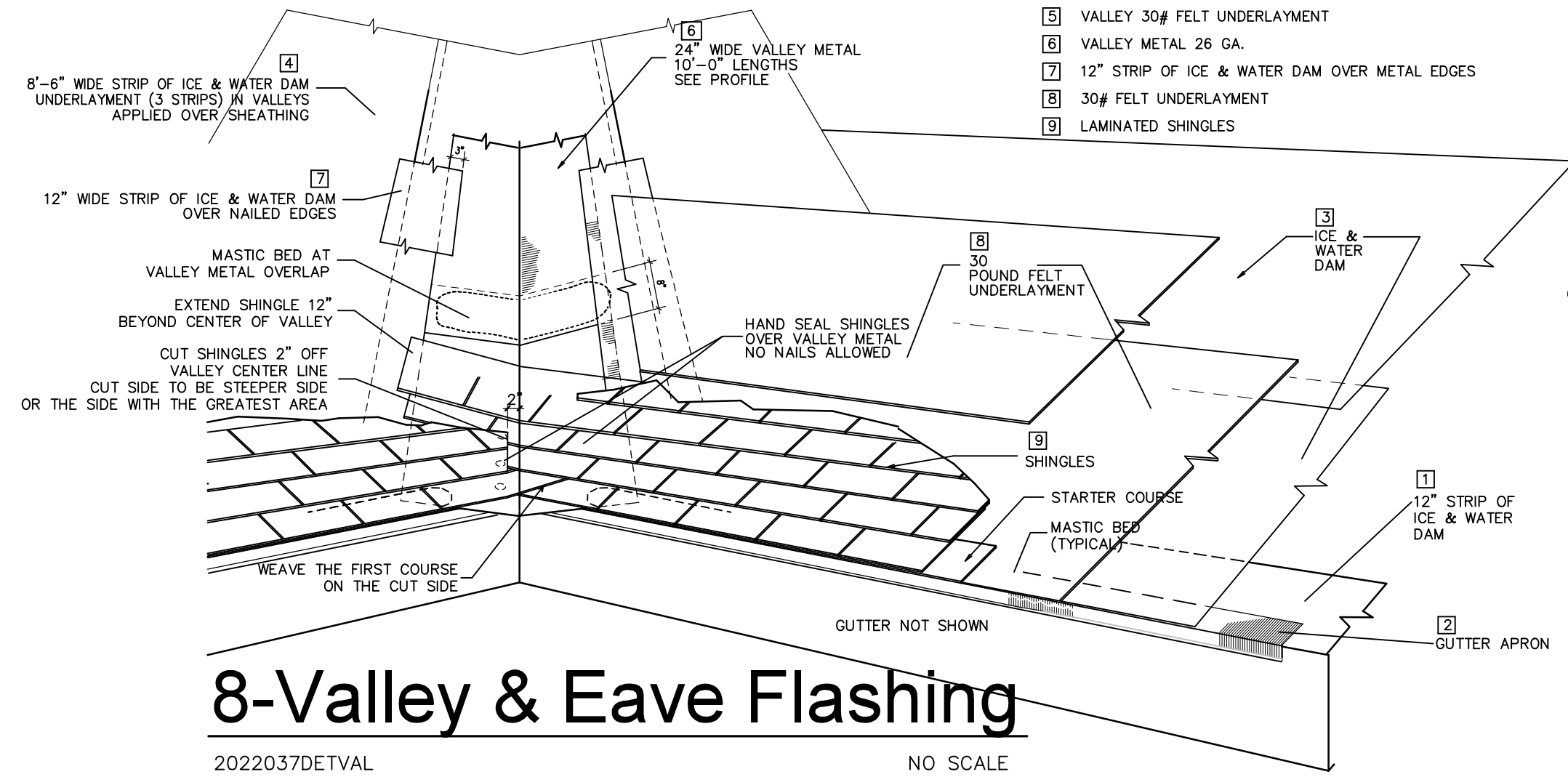
(NOTES ARE GENERALLY TYPICAL)



**9-Ridge Vent**  
2022037DET1 No Scale

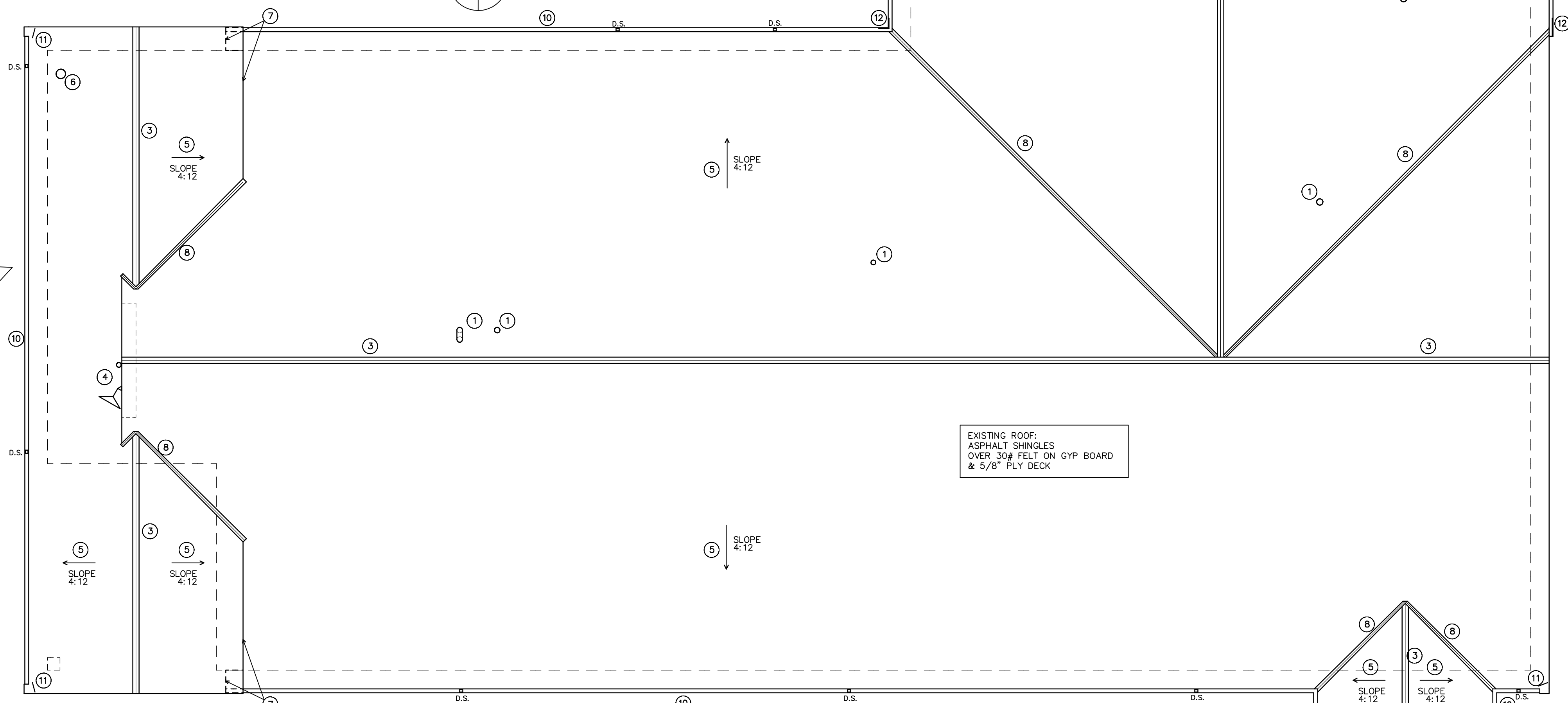
**SEQUENCE OF ROOFING MATERIALS**

- 1 12" STRIP OF ICE & WATER DAM AT EAVE
- 2 METAL GUTTER APRON OR DRIP EDGE
- 3 ICE & WATER DAM
- 4 VALLEY ICE & WATER DAM
- 5 VALLEY 30# FELT UNDERLAYMENT
- 6 VALLEY METAL 26 GA.
- 7 12" STRIP OF ICE & WATER DAM OVER METAL EDGES
- 8 30# FELT UNDERLAYMENT
- 9 LAMINATED SHINGLES



**8-Valley & Eave Flashing**  
2022037DETVL NO SCALE

**1-Roof Plan**  
2022037PLNROOF 1/8" = 1'-0"



EXISTING ROOF: ASPHALT SHINGLES OVER 30# FELT ON 5/8" PLY DECK

EXISTING ROOF: ASPHALT SHINGLES OVER 30# FELT ON GYP BOARD & 5/8" PLY DECK



Revisions

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JOB # 2022037  
DRAWN MET  
CHECK BJ  
DATE 04/07/2023

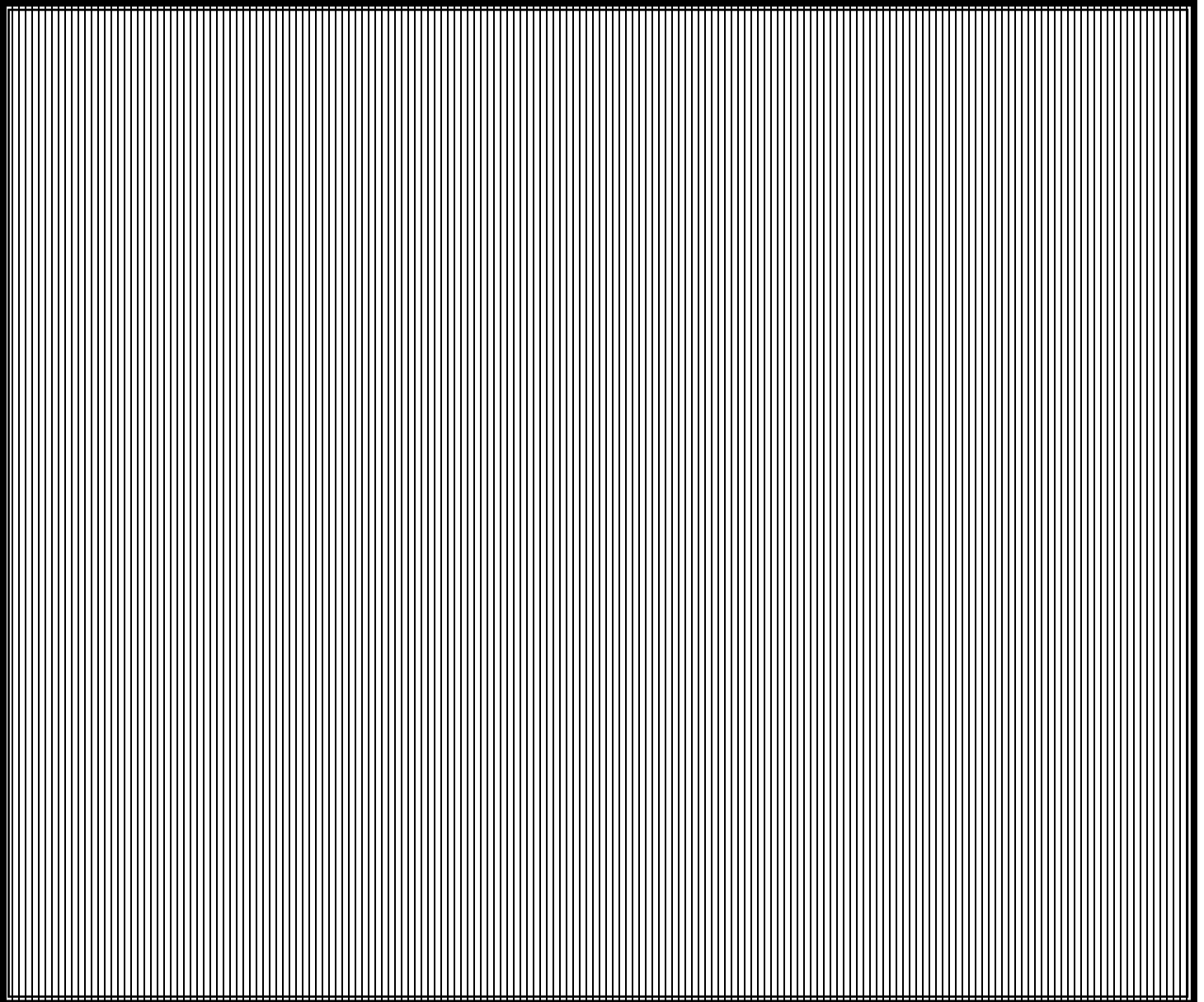
ROOF  
PLAN  
DETAILS

A1.1

2022037

# Colstrip Medical Center Re-Roof

Colstrip, Montana



sdi architects + design  
[www.sdiarch.com](http://www.sdiarch.com)

909 main street | miles city, mt 59301  
406 . 234 . 0777 | [bjanshen@sdiarch.com](mailto:bjanshen@sdiarch.com)

JOB #2022037

# Colstrip Medical Center Re-Roof

## Colstrip, Montana

OWNER:

**Colstrip Medical Center**

6230 Main Street

Colstrip, MT 59323

(406) 748-3600

[john.poole@colstripclinic.com](mailto:john.poole@colstripclinic.com)

ARCHITECT:

**SDI Architects + Design**

909 Main Street

Miles City, MT 59301

(406) 234-0777 (phone)

[bjanshen@sdiarch.com](mailto:bjanshen@sdiarch.com)

DATE:

April 07, 2023

**00 00 04 - Index**

**INDEX TO SPECIFICATIONS**

**BIDDING DOCUMENTS:**

00 00 20 BID ADVERTISEMENT

00 90 00 MONTANA STATE PREVAILING WAGE RATES

**DIVISION 01 – GENERAL REQUIREMENTS**

01 00 00 GENERAL REQUIREMENTS

01 22 00 UNIT PRICES

**DIVISION 02 – EXISTING CONDITIONS**

02 41 00 DEMOLITION

**DIVISION 06 – WOOD, PLASTICS, & COMPOSITES**

06 10 00 ROUGH CARPENTRY

**DIVISION 07 – THERMAL & MOISTURE PROTECTION**

07 31 00 SHINGLES & SHAKES

07 60 00 FLASHING & SHEET METAL

07 90 00 JOINT PROTECTION

**APPENDIX A**

NESHAP REPORT

DRAWINGS (NOT TO SCALE)

1 **00 00 20 - Bid Advertisement**

2  
3 **NOTICE TO CONTRACTORS:** Sealed bids will be received by the COLSTRIP MEDICAL CENTER in the  
4 **<LOCATION>** at **<ADDRESS>**, **<CITY>**, Montana, until **<DATE>** at **<TIME>** for the construction of  
5 **COLSTRIP MEDICAL CENTER RE-ROOF** in Colstrip, Montana. All bids will be publicly opened and  
6 read aloud at this time.

7  
8 **STATE AND FEDERAL STATUTE COMPLIANCE:** Each bidder will comply with all fair labor practices  
9 and state statutes.

10  
11 **ADA/EEO:** Request accommodation or additional information from John Poole, Administrator, Colstrip  
12 Medical Center, 6230 Main Street, Colstrip, Montana 59323, 406-748-3600, by **<DATE>** at **<TIME>**.  
13 **Alternative accessible formats of this notice are available upon request.**

14  
15 **BID SECURITY:** Each bid will be accompanied by Bid Security in the amount of not less than TEN  
16 PERCENT (10%) of the total amount of the bid.

17  
18 **PERFORMANCE, LABOR & MATERIAL BOND:** Successful bidders shall, upon signature of the contract,  
19 furnish an approved Performance Bond, and Labor & Material Payment Bond, each in the amount of ONE  
20 HUNDRED PERCENT (100%) of the contract.

21  
22 **CONTRACT DOCUMENTS:** Drawings and Specifications, including Bidding Documents and Conditions  
23 of the Agreement, may be examined at the office of the Architect, **SDI Architects + Design**, 909 Main  
24 Street, Miles City, MT 59301, 406-234-0777 (phone).

25  
26 **PRE-BID WALK-THROUGH:** A pre-bid walk-through of the project will be conducted by the Architect on  
27 **<DATE>** at **<TIME>**. While attendance is not mandatory, the lack of inspection of the conditions under  
28 which the Contract will be performed will be a consideration in award of bids and review of sub-  
29 contractors. Walk-through will be held at the project site.

30  
31 **PRE-BID CONFERENCE:** A pre-bid conference for the project will be conducted by the Architect on  
32 **<DATE>** at **<TIME>**. This conference will be a Zoom meeting, so anyone wishing to attend needs to  
33 notify Brandon Janshen at [bjanshen@sdiarch.com](mailto:bjanshen@sdiarch.com) (email) no later than 1 hour prior to receive the access  
34 credentials. While attendance is not mandatory, the lack of inspection of the conditions under which the  
35 Contract will be performed will be a consideration in award of bids and review of sub-contractors.

36  
37 **WITHDRAWAL OF BIDS:** No Bidder may withdraw their Bid for at least THIRTY (30) days after the  
38 scheduled time for receipt of bids, except as noted in the Instructions to Bidders.

39  
40 **RIGHT TO REJECT BIDS:** The Owner reserves the right to reject any or all bids, to waive informalities, to  
41 evaluate the bids submitted and to accept the proposal which best serves the interests of the Owner.

42  
43  
44 **Publish <INSERT ALL DATES>**.

45  
46  
47 *END OF ADVERTISEMENT*



## 00 10 00 - Instructions to Bidders

1  
2  
3 INVITATION TO BID: Sealed bids will be received by the COLSTRIP MEDICAL CENTER in the  
4 <LOCATION> at <ADDRESS>, <CITY>, Montana, until <DATE> at <TIME> for the construction of  
5 COLSTRIP MEDICAL CENTER RE-ROOF in Colstrip, Montana. All bids will be publicly opened and  
6 read aloud at this time.

7  
8 DRAWINGS AND SPECIFICATIONS: Drawings and specifications may be examined without charge at  
9 the offices of **SDI Architects + Design**, the Owner and at many local exchanges.

10  
11 COPIES: Bidders may obtain from the Architect complete sets of the Bidding Documents in the number  
12 and for the deposit sum stated in the Advertisement. The deposit will be refunded to Bidders who return  
13 the Bidding Documents in good condition within TEN (10) days after receipt of bids.

14  
15 BIDDER'S REPRESENTATION: Each Bidder, by making their bid, represents that:

- 16 A. They have read and understand the Bidding Documents and their Bid is made in accordance.  
17 B. They have visited the site and have familiarized themselves with the existing building, and all  
18 other conditions under which the Work is to be performed.  
19 C. Their bid is based upon the materials, systems and equipment described in the Bidding  
20 Documents without exceptions.

21  
22 PRE-BID WALK-THROUGH: A pre-bid walk-through of the project will be conducted by the Architect on  
23 <DATE> at <TIME>. While attendance is not mandatory, the lack of inspection of the conditions under  
24 which the Contract will be performed will be a consideration in award of bids and review of sub-  
25 contractors. Walk-through will be held at the project site.

26  
27 PRE-BID CONFERENCE: A pre-bid conference for the project will be conducted by the Architect on  
28 <DATE> at <TIME>. This conference will be a Zoom meeting, so anyone wishing to attend needs to  
29 notify Brandon Janshen at [bjanshen@sdiarch.com](mailto:bjanshen@sdiarch.com) (email) no later than 1 hour prior to receive the access  
30 credentials. While attendance is not mandatory, the lack of inspection of the conditions under which the  
31 Contract will be performed will be a consideration in award of bids and review of sub-contractors.

32  
33 INTERPRETATION OF CONTRACT DOCUMENTS: If any bidder is in doubt about the true meaning of  
34 any part of the Contract Documents or finds errors, discrepancies, or omissions in them, they shall at  
35 once request interpretation or correction by the Architect. Such requests shall be made to the Architect  
36 no later than SIX (6) working days prior to the Bid Opening. The Architect will issue corrections by written  
37 addenda. Bidders will not rely upon corrections made in any other manner.

38  
39 SUBSTITUTIONS: The materials, products and equipment described in the Bidding Documents establish  
40 a standard of required function, dimension, appearance and quality to be met by any proposed  
41 substitution. No substitution will be considered unless written request for approval has been submitted by  
42 the Bidder and has been received by the Architect at least SEVEN (7) days prior to the date for receipt of  
43 bids. If the Architect approves any proposed substitution, such approval will be set forth in Addendum.  
44 Bidders shall not rely upon approvals made in any other manner. Where 'Approved Manufacturers' is  
45 listed in the Specifications, please note that product variances still need to be preapproved – the  
46 companies listed have products that generally meet specifications, but this need to be assessed and  
47 approved for each project.

48  
49 BASIC BID: Includes ALL WORK shown on the Drawings and/or specified, EXCEPT: Exclude Work  
50 specifically included in Additive and/or Deductive Type Alternates (see 'Section 01 23 00 - Alternates' for  
51 clarifications of Base Bid Work) and any Work indicated as "N.I.C.", "By Others", or "By Owner". Include  
52 all roughing-in, structural preparatory work, grounds, anchors, plates, closures, block-outs, services and  
53 miscellaneous preparatory work necessary and required for subsequent completion and/or installation of  
54 items designated "N.I.C.", "By Others", "By Owner", or in Additive Type Alternates.

55  
56 ADDENDA: Addenda will be issued to all that are known by the Architect to have received a complete set  
57 of Bidding Documents. Each Bidder will ascertain prior to submitting their Bid that they received all  
58 Addenda issued.

1 SUBMISSION OF BIDS: All copies of the Bid, the Bid Security, and any other documents required to be  
2 submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed  
3 to the party receiving the Bids and shall be identified with the Project Name and the Bidder's Name and  
4 Address. Bidder shall assume full responsibility for timely delivery at location designated for receipt of  
5 Bids.

6  
7 SUB-BIDS: Sub-contractors and Material Suppliers shall submit their bids to the General Contractors a  
8 minimum of TWO (2) HOURS prior to the bid time or have their bids forfeited.

9  
10 PROPOSAL: The Bidder shall submit their bid on the Proposal Form furnished with the Contract  
11 Documents. Also submit with the bid, a subcontractor/supplier list; Bidders have TWO (2) HOURS after  
12 the stated Bid Time to submit a final copy by fax or e-mail to the Owner & Architect.

13  
14 SERVICE CONTRACTS: All Contractors or subcontractors that are required or intend to provide service  
15 contracts for their associated equipment, systems, or work for any services outside of this project's scope  
16 and warranties must provide a draft version of their proposed agreement(s) including rates and terms for  
17 the owner's consideration prior to bid award. This information is due at the time of bid along with the  
18 subcontractor/supplier list when applicable.

19  
20 MODIFICATION OF BID: Any bidder may modify their bid by telephone or email communication. It is the  
21 bidder's responsibility to ensure that the modification is received at the bid opening location prior to the  
22 scheduled closing time for receipt of bids. The modification shall not reveal the bid price, but shall only  
23 provide the ADDITION or SUBTRACTION from the original proposal. Bid modifications are to be directed  
24 to 406-748-3600 (phone) or [john.poole@colstripclinic.com](mailto:john.poole@colstripclinic.com) (e-mail).

25  
26 WITHDRAWAL OF BIDS: No Bidder may withdraw their Bid for at least THIRTY (30) days after the  
27 scheduled time for receipt of bids, except as noted in the Instructions to Bidders.

28  
29 BID SECURITY:

- 30 A. All proposals **\$25,000 or Greater** shall be accompanied by a bid security in the amount of 10% of  
31 the Bid Price, as evidence of good faith. (18-2-302 MCA).  
32 B. Bid security shall be in the form of lawful moneys of the United States, cashier's check, certified  
33 check, bank money order or bank draft, bid bond or bonds payable to the Owner. (18-2-302  
34 MCA).  
35 C. If the Bidder, to whom a contract is awarded, fails to enter into and execute the proposed contract  
36 within FIFTEEN (15) calendar days of award, the Bidder shall forfeit the bid security. (18-1-204  
37 MCA).  
38 D. The bid security of unsuccessful bidders will be returned when a contract has been awarded to  
39 the successful bidder or when all bids have been rejected. (18-1-205 MCA).  
40 E. If a Contractor fails to enter into a contract within FIFTEEN (15) calendar days after the award,  
41 the Owner may cancel the award and offer the contract to the next qualified bidder. The Owner  
42 shall retain the bid security. Entering into a contract includes providing all necessary insurance  
43 certificates, bonds, and current construction contractor registration certificate.

44  
45 LABOR, MATERIAL AND PERFORMANCE BONDS: **For Projects \$50,000 or greater** Successful  
46 Bidders must furnish an approved Performance Bond, Labor and Material Payment Bond, issued by a  
47 Bonding Company licensed to transact business in the State of Montana and U.S. TREASURY LISTED,  
48 each in the amount of 100% of the Contract Sum; evidence of which will be furnished upon signature of  
49 the Contract (18-2-201 MCA).

50  
51 The successful bidder may, in lieu of a surety bond or bonds, provide the following securities in an  
52 amount equal to the Contract Amount: Lawful money of the U.S.; **Or** a cashier's check, certified check,  
53 bank money order, or bank draft, drawn or issued by any banking corporation incorporated under the laws  
54 of the State of Montana or by a national banking association located in Montana; **Or** certificates of deposit  
55 or money market certificates issued by any bank or savings and loan association licensed to do business  
56 in Montana.

57  
58 The Owner will retain such security for a time period of FOUR (4) months after completion and  
59 acceptance of the Project by the Owner and retain 25% of such security for EIGHT (8) months thereafter.

1  
2 DELIVERY OF BONDS: The Bidder shall deliver the required bonds to the Owner not later than the date  
3 of execution of the Contract, or if the Work is commenced prior thereto, in response to a letter of intent by  
4 the Owner the Bidder shall, prior to commencement of the Work, submit satisfactory evidence to the  
5 Owner that such bonds will be delivered.  
6

7 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR: Unless otherwise provided in the  
8 Bidding Documents the Agreement for the Work will be written on the **A105 Standard Short Form of**  
9 **Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum. Copies  
10 of these documents are contained herein.  
11

12 AWARD OF BIDS:

- 13 A. All bids received by the Owner by the stated time will be opened and publicly read aloud.  
14 B. The Owner reserves the right to reject any or all bids, to waive any informality, to evaluate the  
15 proposals submitted and to accept the proposal which best serves the interest of the Owner.  
16 TIME is of the essence of the proposal and the times stated on the proposal may be made a  
17 material factor in awarding bids.  
18 C. The Low bid shall be determined on the basis of the lowest Base Bid(s) or the lowest combination  
19 of Base Bid and Alternate Bids.  
20 D. The Owner shall award such contract to the lowest responsible bidder (18-1-102 MCA).  
21 a. The Owner may make such investigations as it deems necessary to determine whether  
22 or not any or all bidders are responsible.  
23 b. The term "responsible" does not refer to pecuniary ability only, nor the ability to tender  
24 sufficient performance and payment bonds.  
25 c. The term "responsible" includes, but is not limited to:  
26 i. Having adequate financial resources to perform the contract or the ability to obtain  
27 them;  
28 ii. Being able to comply with the required delivery, duration, and performance schedule;  
29 iii. Having a satisfactory record of integrity and business ethics;  
30 iv. Having the necessary organization, experience, accounting, and operational controls;  
31 v. Having the necessary production, construction, technical equipment, and facilities;  
32 and,  
33 vi. Having the technical skill, ability, capacity, integrity, performance, experience, lack of  
34 claims and disputes, lack of actions on bonds, lack of mediations, arbitrations and/or  
35 lawsuits related to construction work or performance, and such like.  
36 E. Bidders shall furnish to the Owner all information and data for this purpose at the Owner's  
37 request.  
38 F. The Owner reserves the right to reject any bid if the investigation or evidence of any Bidder fails  
39 to satisfy the Owner that such Bidder is properly and adequately qualified to suitably perform and  
40 satisfactorily execute the obligations of the Contract and Work defined in the Contract  
41 Documents.  
42 G. The Owner shall award such contract to the lowest responsible bidder without regard to  
43 residency. A resident bidder will be allowed a preference on a contract against the bid of any  
44 non-resident bidder from any state or country that enforces a preference for resident bidders.  
45 The preference given to resident bidders of this state must be equal to the preference given in the  
46 other state or country (18-1-102 MCA).  
47

48 MAILING ADDRESS: For bids delivered by mail:

- 49 1) Mark the outside of the envelope with "COLSTRIP MEDICAL CENTER RE-ROOF BID  
50 ENCLOSED"  
51 2) Include Contractor firm name & address  
52 3) Address to: JOHN POOLE, ADMINISTRATOR  
53 COLSTRIP MEDICAL CENTER  
54 6230 MAIN STREET  
55 COLSTRIP, MT 59323  
56  
57

END OF INSTRUCTIONS TO BIDDERS



# DRAFT AIA® Document A105® - 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «**■**» day of «**■**» in the year «**■**»  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

«[Colstrip Medical Center](#)»« **»**  
«[6230 Main Street](#)  
[Colstrip, MT 59323](#)»  
«[Telephone Number: 406-748-3600](#)»  
« **»**»

and the Contractor:  
(Name, legal status, address and other information)

« **»**« **»**  
« **»**  
« **»**  
« **»**»

for the following Project:  
(Name, location and detailed description)

«[2022037 - Colstrip Medical Center Re-Roof](#)»  
«[Colstrip, Montana](#)»  
«[Re-roof of the existing Colstrip Medical Center.](#)»

The Architect:  
(Name, legal status, address and other information)

«[SDI Architects + Design](#)»«[, Subchapter S Corporation](#)»  
«[909 Main Street](#)  
[Miles City, MT 59301](#)»  
«[Telephone Number: 406-234-0777](#)»  
«[Fax Number: 406-234-8777](#)»

The Owner and Contractor agree as follows.

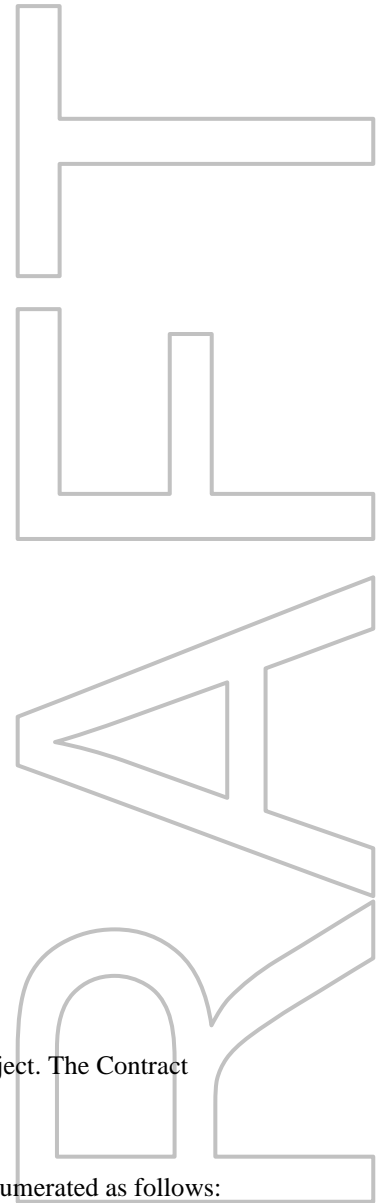
**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS



ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated «», and enumerated as follows:

Drawings:

Number	Title	Date
« <input type="text"/> »	<input type="text"/>	<input type="text"/>

Specifications:

Section	Title	Pages
« <input type="text"/> »	<input type="text"/>	<input type="text"/>

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
« <input type="text"/> »	<input type="text"/>	<input type="text"/>

- 4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- 5 other documents, if any, identified as follows:

« »

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
*(Insert the date of commencement if other than the date of this Agreement.)*

« »

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
*(Check the appropriate box and complete the necessary information.)*

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement.

[ « » ] By the following date: « »

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « » )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value
« »	« »

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

Item	Price
« »	« »

§ 3.5 Unit prices, if any, are as follows:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
« »	« »	« »

**ARTICLE 4 PAYMENTS**

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

<< >>

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Insert rate of interest agreed upon, if any.)*

<< >> % << >>

**ARTICLE 5 INSURANCE**

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than << >> (\$ << >> ) each occurrence, << >> (\$ << >> ) general aggregate, and << >> (\$ << >> ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than << >> (\$ << >> ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Employers’ Liability with policy limits not less than << >> (\$ << >> ) each accident, << >> (\$ << >> ) each employee, and << >> (\$ << >> ) policy limit.

§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

**§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
<< >>	<< >>

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.



§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### § 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the

extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

#### § 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

### ARTICLE 8 CONTRACTOR

#### § 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

#### § 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

#### § 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

#### § 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### § 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

#### § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

#### § 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### § 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### § 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### § 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### § 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### § 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

#### ARTICLE 12 PAYMENTS AND COMPLETION

##### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

##### § 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2)

issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

#### § 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

#### § 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### § 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### § 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

« »

OWNER (Signature)

«John Poole, »«Administrator»

(Printed name and title )

« »

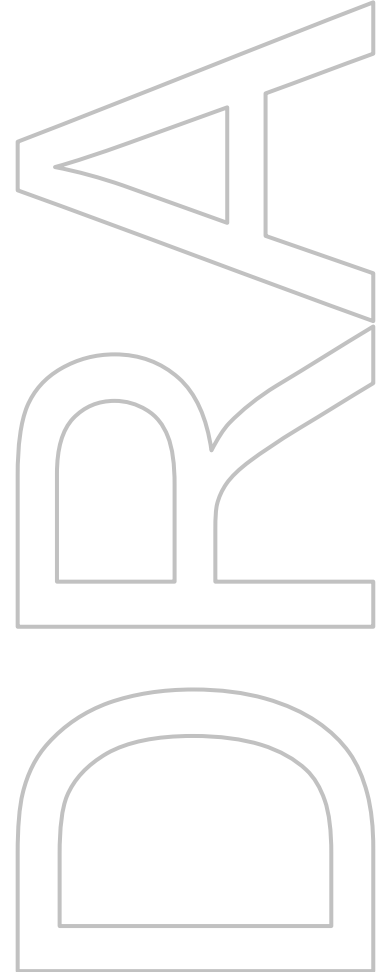
CONTRACTOR (Signature)

« »« »

(Printed name and title )

LICENSE NO.:

JURISDICTION:



1 **00 80 50 - A105 Supplementary Conditions**

2  
3 Make the following modifications to **A105 Standard Short Form of Agreement Between Owner and**  
4 **Contractor.**

5  
6 **ARTICLE 4 – PAYMENTS**

7  
8 Conditions of **§ 4.1** to be as follows:

9 On or about the **25th** day of each month, the Contractor will send to the Architect a periodical estimate for  
10 partial payment for the Work performed, and of materials suitably stored at the site up to the **25th** day of  
11 that month along with lien waivers for the previous payment. Progress payments by the Owner will  
12 generally be made on or before the **10th** of the **following** month.

13  
14 For each progress payment made prior to Substantial Completion of the Work, the Owner will withhold  
15 **5%** from the payment. Upon Substantial Completion, a progress payment in the amount of **95%** of the  
16 Contract Amount, taking into account additions and deductions made during construction, shall be issued.

17  
18 For **§ 4.2**, the rate of interest will be **8% per annum**.

19  
20 Add the following paragraphs to Article 4:

21 **§ 4.3** Payment requests by the Contractor to be on form **AIA G702 & 702-A**.

22 **§ 4.4** In Compliance with (15-50-206 MCA) the Contractor will have 1% of their gross receipts withheld by  
23 the Owner from all payments due.

24 **§ 4.5** The Contractor shall issue a Schedule of Values to the Architect at least one week before the first  
25 Pay Application. The Schedule of Values should, at a minimum, have each Division broken down  
26 between labor and materials. If a Division has more than one Subcontractor, their portion should be  
27 isolated and broken down between labor and materials similarly.

28 **§ 4.6** The Contractor may submit for payment on materials stored off site, but backup documentation  
29 must include the following: 1) an insurance certificate with the amount requested listed as being insured  
30 and the Owners listed as Additional Insured; 2) photos of the materials indicating they are for the specific  
31 project and that the materials are stored in a weather-protected, secure location; and 3) invoices for  
32 materials based on the amount requested. The Architect, Owner, and Contractor may determine other  
33 accommodations or stipulations for materials stored off site, but this clause is in effect if nothing else is  
34 determined beforehand.

35 **§ 4.7** The Contractor will submit their Pay Applications in one, cohesive document including back-up  
36 documentation as needed. The Architect reserves the right to be reimbursed by the Contractor for time  
37 and expense required to process any Pay Application that does not get approval after the first round of  
38 review and request for additional information.

39  
40 **ARTICLE 5 – INSURANCE**

41  
42 Add the following to paragraphs **§5.1**:

43 Without limiting any of the other obligations or liabilities of the Contractor, Contractor will secure and  
44 maintain such insurance from an insurance company (or companies) authorized to write insurance in the  
45 State of Montana, with minimum "A.M.BEST RATING" of B+,VI, as will protect himself, his subcontractors,  
46 the Owner and the Architect and their respective agents and employees from claims for bodily injury,  
47 death or property damage which may arise from operations and completed operations under this  
48 Agreement. Such coverage will be written for claims arising out of all premises/operations, subcontracted  
49 operations, products/completed operations, and all liability assumed by the Contractor under contract or  
50 agreement. Contractor will not commence Work under this Agreement until such insurance has been  
51 obtained and certificates of insurance, with binders, or certified copies of the insurance policy have been  
52 filed with the Architect and the Owner.

53 All insurance coverages will remain in effect throughout the life of the Agreement, except that the  
54 Contractor will maintain the Commercial General Liability coverage for a period of at least one year  
55 following the substantial completion date for property damage resulting from occurrences during the  
56 agreement period.

57 Each insurance policy will contain a clause providing that it will not be cancelled by the Insurance  
58 Company without 30 days written notice to the Owner and Architect of intention to cancel. The minimum  
59 amounts of such insurance coverage being as follows:



1 The Contractor's insurance coverage will name the Owner and Architect as Additional Insured under the  
2 Commercial General Liability, Automobile Liability, Excess or Umbrella policies.

3  
4 For § 5.1.1, the policy limits will state not less than **\$1,000,000** each occurrence, **\$2,000,000** general  
5 aggregate, and **\$1,000,000** aggregate for products-completed operations hazard.

6  
7 Add the following to § 5.1.1:

8 Coverages to also include operations on premises, other contractual obligations, operations of  
9 independent contractors or subcontractors, and property damage applicable to Blasting, Collapse, and  
10 Underground Hazards (X, C & U). Commercial General Liability insurance requirements may be satisfied  
11 by primary insurance or a combination of primary and excess or umbrella insurance.

12  
13 For § 5.1.2, the policy limits will state not less than **\$1,000,000** each accident.

14  
15 For § 5.1.5, the policy limits will state not less than **\$100,000** each accident, **\$100,000** each employee,  
16 and **\$500,000** policy limit.

17  
18 Revise § 5.1.6 to be:

19 **Owner to purchase Builder's Risk on the "All Risk" form of coverage inclusive of Fire, Extended**  
20 **Coverages, and Vandalism as a part of their existing building insurance. Insurance will include the**  
21 **interest of the Contractor, the Owner, Architect, and all subcontractors, agents and employees of the**  
22 **parties. Contractor will be liable for the Owner's deductible up to \$5000 in the event of a claim associated**  
23 **with this Work.**

24  
25 Add the following to § 5.1.7:

26 The insurance required is not intended to cover machinery, tools or equipment owned or rented by the  
27 Contractor which are utilized in the performance of the Work but not incorporated into the permanent  
28 improvements. The Contractor shall, at the Contractor's own option, provide insurance coverage for  
29 owned or rented machinery, tools or equipment.

30  
31 Add the following paragraphs to Article 5:

32 **§ 5.6** The form of the Certificates shall be AIA Document **G715 Supplemental Attachment for ACORD**  
33 **Certificate of Insurance 25**, or if insurance is written on a Commercial General Liability policy form,  
34 **ACORD Form 25S** will be acceptable.

35 **§ 5.7** All parties agree to waive their rights of subrogation against one another with respect to any and all  
36 losses covered by the respective party's Insurance during and after construction.

## 37 38 **ARTICLE 6 – GENERAL PROVISIONS**

39  
40 Delete § 6.5 Electronic Notice.

## 41 42 **ARTICLE 7 – OWNER**

43  
44 Add the following paragraph to Article 7:

### 45 **§ 7.5 Owners Right to Reject Subcontractors**

46 The Owner reserves the right review the subcontractor list submitted by the General Contractor and to  
47 request a change to the next lowest subcontractor who submitted bids to the General Contractor. This  
48 change request will be submitted in writing to the General within seven (7) days of the subcontractor  
49 submittal. The cost difference in the bids will be added to the contract by Change Order without markup.  
50 Changes may be made when it is in the best interest of the Owner to do so.

## 51 52 **ARTICLE 8 – CONTRACTOR**

53  
54 Add the following to § 8.3.1:

55 Superintendent shall be knowledgeable and qualified to evaluate quality of not only the general  
56 construction work but especially the systems and installments of subcontract work.

57 They shall:

- 58 A. Aggressively evaluate on a day-to-day basis, and be responsible for, the quality and acceptability  
59 of all work.

- 1 B. Make the first determination as to the fitness and compliance of all work performed.
- 2 C. Be the initiator in regard to rejection of unfit work.
- 3 D. Not passively default or abdicate, in the first analysis, these duties to the Architect or to the
- 4 Owner.
- 5 E. The superintendent in attendance at the Project site during the progress of the work shall remain
- 6 at the site and on the Project until Final Completion.

7  
8 Delete § 8.7.1. The general construction permit will be procured by the Contractor per section 01 00 00 -  
9 General Requirements.

10  
11 Add the following to § 8.11:

12 After all other Work has been completed, the Contractor shall broom clean interior of building, vacuum  
13 heating and ventilating ducts, clean glass, and leave entire building clean and ready for occupancy or  
14 separate interior finishing.

## 15 16 **ARTICLE 10 – CHANGES IN THE WORK**

17  
18 Add the following paragraph to Article 10:

19 **§ 10.4** Change costs in the Work will be the Cost of the Work plus a maximum 15% markup by  
20 contractors.

## 21 22 **ARTICLE 11 – TIME**

23  
24 Add the following paragraph to Article 11:

25 **§ 11.4** The Owner may suffer loss if the project is not substantially complete within the time stated on the  
26 Proposal Form. The Contractor and his Surety shall be liable for and shall pay to the Owner the sum of  
27 **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)** as liquidated damages for each calendar day of delay  
28 until the Work is Substantially Complete.

- 29 A. The Contractor shall not be charged liquidated damages of any excess cost when delay in  
30 completion of the Work is due to:
  - 31 a. Unforeseeable cause beyond the control and without the fault or negligence of the  
32 Contractor, including but not restricted to acts of God or of the public enemy, acts of the  
33 Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and  
34 unusually severe weather.
  - 35 b. Any delays of Sub-Contractors or suppliers occasioned by any of the above causes.
  - 36 c. Provided further that the Contractor shall within ten days from the beginning of such  
37 delay, notify the Owner in writing of the causes of the delay.
- 38 B. All Work shall be Substantially Complete prior to date proposed on Bid Proposal Form.

## 39 40 **ARTICLE 15 – MISCELLANEOUS PROVISIONS**

41  
42 Revise § 15.2 **Tests and Inspections** and associated subsections to be:

43 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by  
44 applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities  
45 shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make  
46 arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity  
47 acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests,  
48 inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests  
49 and inspections are to be made so that the Architect may be present for such procedures. The Owner  
50 shall bear Testing Agency Lab and Field costs, except in the case of failed tests AND superfluous trips at  
51 the direction of the Contractor, which will be the responsibility of the Contractor.

52  
53 Add the following paragraphs to Article 15:

54 **§ 15.4 Americans with Disabilities Act (ADA):** It is the intent of the Owner and Architect that all  
55 construction complies with the ADA. Certain construction tolerances and clearances are critical to the  
56 ADA. The successful contractor agrees to familiarize himself and applicable sub-contractors and  
57 suppliers with ADA Guidelines (ADAG) and cooperate to the fullest extent possible in meeting these  
58 guidelines.

59 **§ 15.5 Sub-Contractors & Suppliers:** It is the sole responsibility of sub-contractors and suppliers to

1 protect their rights to payment. In order to protect their rights to payment, sub-contractors with contract  
2 must notify the Bonding Company, in writing and within 90 days of doing work, of failure by the General  
3 Contractor to make timely payments. Sub-contractors or material suppliers without contract must notify,  
4 in writing and within 30 days of doing work or supplying materials, the Bonding Company of work and/or  
5 materials supplied to the project and the value of that work and/or materials.

6 **§ 15.6 Montana State Public Works Laws:** The Contractor and all their sub-contractors agree  
7 unequivocally to comply with all MT State Public Works Laws including, but not limited to the following:

- 8 A. Montana Public Contractor's Gross Receipts Tax: In compliance with 15-50-206 MCA and 15-50-  
9 101 MCA the Contractor will have 1% of his gross receipts withheld by the Owner from all  
10 payments due. Each subcontractor who performs work greater than \$5000 shall have 1% of their  
11 gross receipts withheld by the Contractor. The Contractor shall notify the Department of Revenue  
12 on the departments prescribed forms.
- 13 B. Workman's Compensation Coverage: ***A public works Contractor must elect to be bound by***  
14 ***Workman's Compensation plan number II or III,*** and shall supply to the Owner a certificate  
15 confirming current coverage. (Section 39-71-403 M.C.A., 1979).
- 16 C. Preference Montana Products: Products, materials, supplies and equipment manufactured or  
17 produced in this state by Montana industry and labor shall be preferred for use in all projects, if  
18 such products, materials, supplies and equipment are comparable in price and quality. (Section  
19 18-1-112 M.C.A., 1979).
- 20 D. Withholding: At least one thousand dollars (\$1,000.00) of the contract price shall be withheld at  
21 all times until the termination of the contract.
- 22 E. Registration: The Contractor is required to be registered with the Department of Labor & Industry  
23 under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. A bidder  
24 must demonstrate that they have registered or promises that they will register immediately upon  
25 Notice of Award. If the prevailing bidder cannot or does not register in time for the Owner to  
26 execute the Contract within fifteen (15) day time period of the Notice of Award the State may  
27 award to next lowest responsible bidder who meets this requirement. The Owner cannot execute  
28 a contract for construction nor issue a Notice to Proceed to a Contractor who is not registered  
29 according to (39-9-401,a, MCA).
- 30 F. Prevailing Wages & Preference of Montana Labor: The Contractor and Subcontractors will pay  
31 the Standard Prevailing Rate of Wages, including fringe benefits for health and welfare and  
32 pension contributions and travel allowance provisions in effect and applicable to the county or  
33 locality in which the work is being performed. These prevailing wage rates will be determined by  
34 the Commissioner of Labor and Industry, State of Montana in accordance with 18-2-401 and 18-  
35 2-402, MCA and incorporated herein. The Contractor shall give preference to the employment of  
36 bona-fide Montana residents as required by 18-2-403 MCA. Wage Rates are printed, following  
37 Supplementary Conditions.
- 38 G. Submission of Payroll Records: Per 18-2-423 MCA all contractors, whether independent  
39 contractors or employees shall maintain certified payroll records available within 5 days of a  
40 request for documentation. Federal payroll form wh347 is an acceptable form of reporting and  
41 records are to be kept a minimum of three years.
- 42 H. Discrimination: Per 49-3-207 MCA The Contractor and Subcontractors agree that all hiring will be  
43 on the basis of merit and qualifications and that they will not discriminate on the basis of race,  
44 color, religion, creed, political ideas, sex age, marital status, physical or mental disability, or  
45 national origin.

## 46 47 **ARTICLE 17 – OTHER TERMS AND CONDITIONS**

48  
49 Add the following paragraphs to Article 17:

50 **§ 17.1** Both the Owner and Contractor agree that any and all disputes between them arising out of or  
51 relating to this project will be submitted to mediation as a condition precedent to any other legal  
52 proceedings unless the parties mutually agree otherwise.

53  
54 **§ 17.2** All parties agree to waive their rights of subrogation against one another with respect to any and all  
55 losses covered by the respective party's Insurance during and after construction.

56  
57 *END OF CONDITIONS*

**MONTANA**  
**PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2023**

**Effective: January 14, 2023**

*Greg Gianforte, Governor*  
*State of Montana*

*Laurie Esau, Commissioner*  
*Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact:

Employment Standards Division  
Montana Department of Labor and Industry  
P. O. Box 8011  
Helena, MT 59601  
Phone 406-444-6543

**The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.**

**MONTANA PREVAILING WAGE REQUIREMENTS**

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact the department at (406) 444-6543.

LAURIE ESAU  
Commissioner  
Department of Labor and Industry  
State of Montana

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## **A. Date of Publication January 14, 2023**

## **B. Definition of Building Construction**

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semi-skilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM), 24.17.501(2) – 2(a), states *“Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.”*

*Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc.”*

## **C. Definition of Public Works Contract**

Section 18-2-401(11)(a), MCA defines “public works contract” as *“...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*.

## **D. Prevailing Wage Schedule**

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at [www.mtwagehoubopa.com](http://www.mtwagehoubopa.com) or by contacting the department at (406) 444-6543.

## **E. Rates to Use for Projects**

ARM, 24.17.127(1)(c), states *“The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”*

## **F. Wage Rate Adjustments for Multiyear Contracts**

Section 18-2-417, MCA states:

*“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.*

*(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.*

*(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”*

## G. Fringe Benefits

Section 18-2-412, MCA states:

*“(1) To fulfill the obligation...a contractor or subcontractor may:*

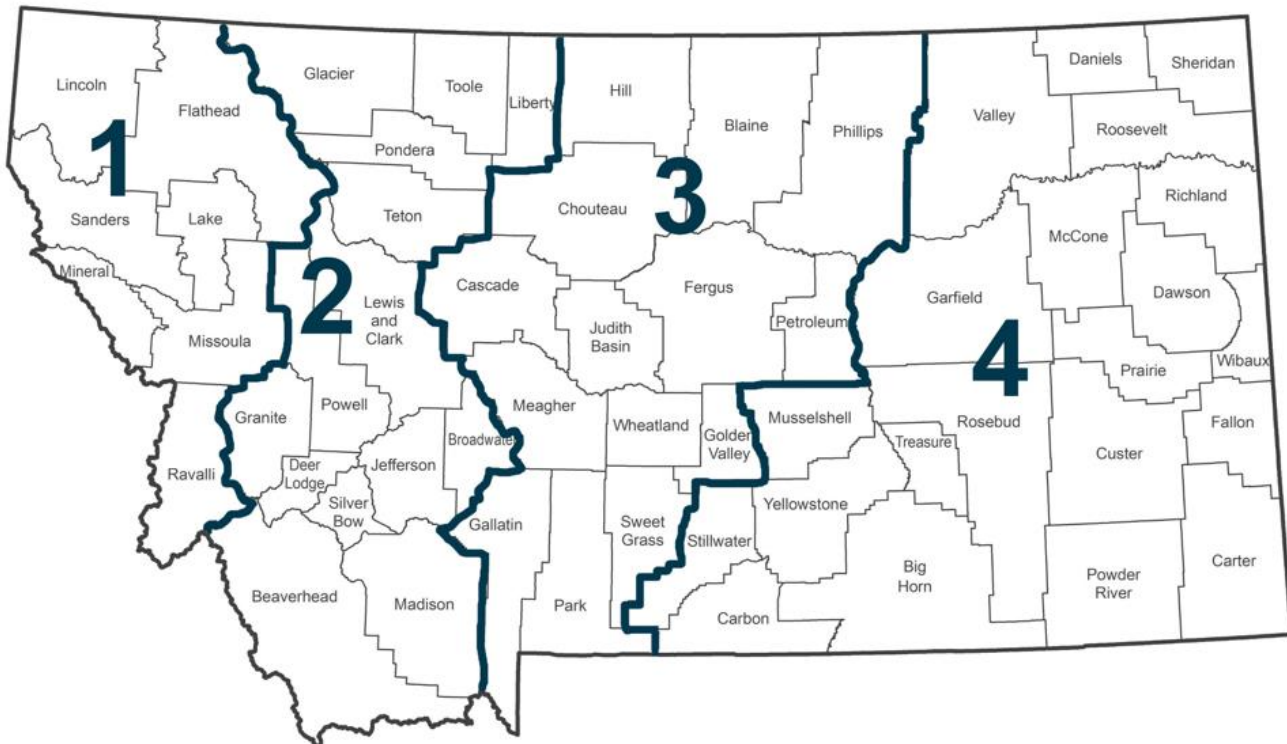
- (a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;*
  - (b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or*
  - (c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.*
- (2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”*

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

## H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

### Montana Prevailing Wage Districts



## **I. Dispatch City**

ARM, 24.17.103(11), defines dispatch city as “...*the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.*” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

**District 1 – Kalispell and Missoula:** includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

**District 2 – Butte and Helena:** includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

**District 3 – Bozeman and Great Falls:** includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

**District 4 – Billings, Miles City and Sidney:** includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

## **J. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as “...*an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.*” See section I above for a list of dispatch cities.

## **K. Computing Travel Benefits**

ARM, 24.17.103(23), states “ ‘*Travel pay,*’ also referred to as ‘*travel allowance,*’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

## **L. Per Diem**

ARM, 24.17.103(19), states “ ‘*Per diem*’ typically covers costs associated with board and lodging expenses. *Per diem* is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

## **M. Apprentices**

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states “...*The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.*” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

## **N. Posting Notice of Prevailing Wages**

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...*performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.*”

## **O. Employment Preference**

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.



**P. Projects of a Mixed Nature**

Section 18-2-408, MCA states:

*“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.*

*“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”*

**Q. Occupations Definitions**

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

[http://www.bls.gov/oes/current/oes\\_stru.htm](http://www.bls.gov/oes/current/oes_stru.htm)

**R. Welder Rates**

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

**S. Foreman Rates**

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

# WAGE RATES

## BOILERMAKERS

No Rate Established

**Duties Include:**

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, and pressure vessels.

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**Travel and Per Diem:**

**All Districts**

No travel or per diem established.

## BRICK, BLOCK, AND STONE MASONS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$32.32	\$16.78
District 2	\$32.32	\$16.78
District 3	\$32.32	\$16.78
District 4	\$32.32	\$16.78

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**Travel:**

**All Districts**

0-70 mi. free zone

>70-90 mi. \$60.00/day

>90 mi. \$80.00/day

## CARPENTERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$26.12	\$12.00
District 2	\$26.50	\$14.07
District 3	\$26.50	\$14.07
District 4	\$26.50	\$14.07

**Duties Include:**

Install roll and batt insulation, and hardwood floors.

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**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

## CARPET INSTALLERS

No Rate Established

**Duties Include:**

Lay and install carpet from rolls or blocks on floors. Install padding and trim flooring materials.

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**Travel and Per Diem:**

**All Districts**

No travel or per diem established.

## CEMENT MASONS AND CONCRETE FINISHERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$24.00	\$8.85
District 2	\$22.63	\$7.36
District 3	\$21.17	\$3.67
District 4	\$20.57	\$3.67

### **Duties Include:**

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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### **Travel and Per Diem:**

#### **All Districts**

No travel or per diem established.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	<b>Wage</b>	<b>Benefit</b>
District 1	\$25.47	\$12.92
District 2	\$28.21	\$12.92
District 3	\$28.21	\$12.92
District 4	\$28.21	\$12.92

### **This group includes but is not limited to:**

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	<b>Wage</b>	<b>Benefit</b>
District 1	\$26.95	\$ 9.50
District 2	\$33.32	\$ 9.44
District 3	\$27.99	\$12.92
District 4	\$29.33	\$12.92

### **This group includes but is not limited to:**

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batchter; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

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### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	<b>Wage</b>	<b>Benefit</b>
District 1	\$25.81	\$12.92
District 2	\$29.75	\$12.92
District 3	\$29.75	\$12.92
District 4	\$29.75	\$12.92

### **This group includes but is not limited to:**

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat.

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### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	<b>Wage</b>	<b>Benefit</b>
District 1	\$26.70	\$12.92
District 2	\$29.62	\$14.21
District 3	\$30.75	\$12.92
District 4	\$30.75	\$12.92

**This group includes but is not limited to:**

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	<b>Wage</b>	<b>Benefit</b>
District 1	\$31.75	\$12.92
District 2	\$31.75	\$12.92
District 3	\$30.33	\$15.08
District 4	\$31.75	\$12.92

**This group includes but is not limited to:**

Cranes, 45 tons up to and incl. 74 tons.

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**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	<b>Wage</b>	<b>Benefit</b>
District 1	\$32.75	\$12.92
District 2	\$32.75	\$12.92
District 3	\$32.75	\$12.92
District 4	\$32.75	\$12.92

**This group includes but is not limited to:**

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.75	\$12.92
District 2	\$33.75	\$12.92
District 3	\$33.75	\$12.92
District 4	\$33.75	\$12.92

**This group includes but is not limited to:**

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

	<b>Wage</b>	<b>Benefit</b>
District 1	\$23.55	\$11.82
District 2	\$23.55	\$11.82
District 3	\$23.55	\$11.82
District 4	\$23.55	\$11.82

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**Zone Pay:**

**All Districts**

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

## CONSTRUCTION LABORERS GROUP 2

	<b>Wage</b>	<b>Benefit</b>
District 1	\$21.63	\$ 7.43
District 2	\$20.07	\$ 9.82
District 3	\$22.91	\$11.82
District 4	\$20.71	\$ 7.93

**This group includes but is not limited to:**

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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**Zone Pay:**

**All Districts**

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

### CONSTRUCTION LABORERS GROUP 3

	<b>Wage</b>	<b>Benefit</b>
District 1	\$24.55	\$11.82
District 2	\$24.55	\$11.82
District 3	\$24.55	\$11.82
District 4	\$24.55	\$11.82

**This group includes but is not limited to:**

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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**Zone Pay:**

**All Districts**

0-15 mi. free zone  
>15-30 mi. base pay + \$0.65/hr.  
>30-50 mi. base pay + \$0.85/hr.  
>50 mi. base pay + \$1.25/hr.

### CONSTRUCTION LABORERS GROUP 4

	<b>Wage</b>	<b>Benefit</b>
District 1	\$23.09	\$11.82
District 2	\$24.60	\$11.82
District 3	\$22.44	\$12.22
District 4	\$21.38	\$12.22

**This group includes but is not limited to:**

Hod Carrier\*\*\*; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

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**Zone Pay:**

**All Districts**

0-15 mi. free zone  
>15-30 mi. base pay + \$0.65/hr.  
>30-50 mi. base pay + \$0.85/hr.  
>50 mi. base pay + \$1.25/hr.

\*\*\*Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

### DRYWALL APPLICATORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$26.50	\$14.07
District 2	\$26.50	\$14.07
District 3	\$26.50	\$14.07
District 4	\$26.50	\$14.07

**Duties Include:**

Drywall and ceiling tile installation.

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**Zone Pay:**

**All Districts**

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

## ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.22	\$15.91
District 2	\$32.18	\$16.93
District 3	\$32.56	\$14.56
District 4	\$36.69	\$15.98

### **Duties Include:**

Electrical wiring; equipment and fixtures; street lights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

### **Travel:**

#### **District 1**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-15 mi. free zone
- >15-45 mi. \$0.625/mi. in excess of the free zone
- >45 mi. \$75.00/day

#### **Districts 2 and 3**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$71.57/day

#### **District 4**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.
- >60 mi. \$75.00/day

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## ELEVATOR CONSTRUCTORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$59.70	\$44.11
District 2	\$59.70	\$44.11
District 3	\$59.70	\$44.11
District 4	\$59.70	\$44.11

### **Travel:**

#### **All Districts**

- 0-15 mi. free zone
- >15-25 mi. \$47.85/day
- >25-35 mi. \$95.70/day
- >35 mi. \$104.54/day or cost of receipts for hotel and meals, whichever is greater.

#### **Special Provision:**

When in employees vehicle additional reimbursement of 1.5% of the prevailing wage rate is added to the amounts above.

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## FLOOR LAYERS

### No Rate Established

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors.

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### Travel and Per Diem:

#### All Districts

No travel or per diem established.

## GLAZIERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$21.44	\$4.01
District 2	\$21.88	\$4.29
District 3	\$22.31	\$3.99
District 4	\$22.04	\$3.87

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### Travel and Per Diem:

#### All Districts

No travel or per diem established.

## HEATING AND AIR CONDITIONING

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.00	\$20.73

### Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

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### Travel:

#### All Districts

0-50 mi. free zone

>50 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

### Per Diem:

#### All Districts

\$85/day

## INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	<b>Wage</b>	<b>Benefit</b>
District 1	\$39.37	\$19.87
District 2	\$39.37	\$19.87
District 3	\$39.37	\$19.87
District 4	\$39.37	\$19.87

### Duties Include:

Insulate pipes, ductwork or other mechanical systems.

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### Travel:

#### All Districts

0-30 mi. free zone

>30-40 mi. \$25.00/day

>40-50 mi. \$35.00/day

>50-60 mi. \$50.00/day

>60 mi. \$60.00/day plus

- \$0.56/mi. if transportation is not provided.
  - \$0.20/mi. if in company vehicle.
- >60 mi. \$105.00/day on jobs requiring an overnight stay plus
- \$0.56/mi. if transportation is not provided.
  - \$0.20/mi. if in company vehicle.

## IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.53	\$27.91
District 2	\$29.54	\$24.49
District 3	\$29.54	\$24.49
District 4	\$29.54	\$24.99

### **Duties Include:**

Cut, bend, tie, and place rebar.

### **Travel:**

#### **District 1**

0-45 mi. free zone  
>45-60 mi. \$50.00/day  
>60-100 mi. \$75.00/day  
>100 mi. \$95.00/day

### **Special Provision:**

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

#### **Districts 2, 3 & 4**

0-45 mi. free zone  
>45-85 mi. \$70.00/day  
>85 mi. \$100.00/day

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## IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.53	\$27.91
District 2	\$29.54	\$24.49
District 3	\$29.54	\$24.49
District 4	\$29.54	\$24.49

### **Duties Include:**

Structural steel erection; assemble prefabricated metal buildings; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

### **Travel:**

#### **District 1**

0-45 mi. free zone  
>45-60 mi. \$50.00/day  
>60-100 mi. \$75.00/day  
>100 mi. \$95.00/day

### **Special Provision:**

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

#### **Districts 2, 3 & 4**

0-45 mi. free zone  
>45-85 mi. \$70.00/day  
>85 mi. \$100.00/day

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## MILLWRIGHTS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$42.43	\$14.52
District 2	\$42.43	\$14.52
District 3	\$42.43	\$14.52
District 4	\$42.43	\$14.52

### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

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## PAINTERS: INCLUDING PAPERHANGERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$24.20	\$7.61
District 2	\$23.10	\$7.61
District 3	\$22.59	\$8.31
District 4	\$22.56	\$7.37

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### Travel and Per Diem:

#### All Districts

No travel or per diem established.

## PILE BUCKS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.50	\$14.07
District 2	\$33.50	\$14.07
District 3	\$33.50	\$14.07
District 4	\$33.50	\$14.07

### Duties Include:

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed and direction of swing. Cut piles to grade.

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### Zone Pay:

#### All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

## PILOT CAR DRIVERS

### No Rate Established

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### Zone Pay:

#### All Districts

No zone pay established.

## PLASTERERS

### No Rate Established

### Duties Include:

All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

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### Travel and Per Diem:

#### All Districts

No travel or per diem established.

## PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$36.13	\$16.01
District 2	\$37.90	\$16.45
District 3	\$37.90	\$16.45
District 4	\$35.21	\$20.21

### **Duties Include:**

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

### **Travel:**

#### **District 1**

0-30 mi. free zone  
>30-50 mi. \$35.00/day  
>50-75 mi. \$45.00/day  
>75 mi. \$100.00/day

#### **Special Provision**

If transportation is not provided, mileage at \$0.35/mi. for one trip out and one trip back is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence at the rate of \$85.00/day is required.

#### **Districts 2 & 3**

0-45 mi. free zone  
>45 mi.

- \$0.00/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

#### **Special Provision:**

At the contractors' option, mileage for one trip out and one trip back per week may be paid plus subsistence at the rate of \$135.00/day.

#### **District 4**

0-70 free zone  
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$110.00/day.

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## ROOFERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$28.22	\$13.01
District 2	\$23.01	\$10.41
District 3	\$23.01	\$10.41
District 4	\$23.00	\$ 9.16

### **Duties Include:**

Metal roofing, covers roofs, walls and foundations with water proofing, insulation and vapor barriers in addition to metal flashings. Roofing includes shingles, low slope membranes, metal roofs, insulation, spray foam, coatings and vapor barriers. Wall coverings include metal panels, insulated metal panels and other waterproofing or rain screen systems. Foundation systems include waterproofing and insulation. Excludes prefabricated metal buildings.

### **Travel:**

#### **District 1**

0-50 mi. free zone  
>50 mi. \$0.35/mi.

#### **District 2 and 3**

0-35 mi. free zone  
>35 mi. \$0.35/mi only when employer doesn't provide transportation in excess of the free zone.

#### **District 4**

0-50 mi. free zone  
>50 mi. \$0.35/mi only when employer doesn't provide transportation.

### **Per Diem:**

#### **District 1**

\$74.00/day

#### **District 2 and 3**

Employer pays for room + \$26.50/day.

#### **District 4**

Employer pays for room + \$26.50/day.  
or  
\$66.00/day.

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## SHEET METAL WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.00	\$20.73

### **Duties Include:**

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air conveyer systems, and exhaust systems. All lagging over insulation and all duct lining.

### **Travel:**

#### **All Districts**

0-50 mi. free zone  
>50 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

### **Per Diem:**

#### **All Districts**

\$85/day

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## SOLAR PHOTOVOLTAIC INSTALLERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.22	\$15.91
District 2	\$33.25	\$16.93
District 3	\$33.25	\$15.67
District 4	\$33.25	\$15.67

### **Travel:**

#### **District 1**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-15 mi. free zone
- >15-45 mi. \$0.625/mi. in excess of the free zone
- >45 mi. \$75.00/day

#### **Districts 2, 3, and 4**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$71.57/day

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## SPRINKLER FITTERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$38.66	\$24.29
District 2	\$37.96	\$24.29
District 3	\$38.66	\$24.29
District 4	\$35.66	\$24.29

### **Duties Include:**

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

### **Travel**

#### **All Districts**

The following travel allowance is applicable when traveling in employee's vehicle.

- 0-60 mi. free zone
- >60-80 mi. \$21.00/day
- >80-100 mi. \$31.00/day
- >100 mi. \$115.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle.

#### **Per Diem**

No per diem is applicable when traveling in employer's vehicle

The following per diem is applicable when traveling in employee's vehicle.

- 0-100 mi. free zone
- >100 mi. \$105.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back.
- >100 mi. \$115.00/day

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## TAPERS

No Rate Established

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**Travel and Per Diem:**

**All Districts**

No travel or per diem established.

## TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$25.84	\$ 3.14
District 2	\$24.60	\$11.00
District 3	\$24.60	\$11.08
District 4	\$21.25	\$11.08

**Duties Include:**

Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment

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**Travel:**

**All Districts**

The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

**Per Diem:**

**All Districts**

\$75.00/day.

## TERRAZZO WORKERS AND FINISHERS

No Rate Established

**Duties Include:**

Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

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**Travel and Per Diem:**

**All Districts**

No travel or per diem established.

## TILE AND STONE SETTERS

No Rate Established

**Duties Include:**

Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.

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**Travel and Per Diem:**

**All Districts**

No travel or per diem established.

## TRUCK DRIVERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$22.67	\$5.82
District 2	\$23.80	\$6.13
District 3	\$23.80	\$6.13
District 4	\$23.80	\$6.13

**Truck drivers include but are not limited to:**

Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

**Zone Pay:**  
**All Districts**  
No zone pay established.

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## 01 00 00 - General Requirements

RELATED WORK NOT IN CONTRACT: Items indicated on Drawings as “N.I.C.” (Not in Contract), By Owner, or By Others as noted on Drawings.

LOCATE CALL: In addition to requesting local utilities to locate underground utilities and per MCA 69-4-501 to 506 the contractor is required by State Law to notify a One-Call location service before all underground excavation. Notification must be received at least TWO (2) working days prior to excavation. Call 1-800-424-5555.

LINES & LEVELS: Before starting Work, locate all general reference points. Take such steps as are necessary to prevent their dislocation or destruction. If disturbed or destroyed, replace as directed. For additions and alterations confirm existing construction and measurements and make adjustment for variations.

### SPECIFICATIONS:

- A. Grouping of data in the specifications is for the convenience of the Contractor and conforms roughly to customary trade practice. The Architect is not bound to define the limits of any subcontract.
- B. These project specifications are open to ‘or equal’ options unless noted otherwise.
  - a. Contractor assumes the risk and associated costs to match specifications when any variance occurs without prior approval from the Architect via addenda or submittal review.
  - b. Where ‘Approved Manufacturers’ is listed in the Specifications, please note that product variances still need to be preapproved – the companies listed have products that generally meet specifications, but this need to be assessed and approved for each project.
- C. SUBSTITUTIONS: The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect at least SEVEN (7) days prior to the date for receipt of bids. If the Architect approves any proposed substitution, such approval will be set forth in Addendum. Bidders shall not rely upon approvals made in any other manner. Where ‘Approved Manufacturers’ is listed in the Specifications, please note that product variances still need to be preapproved – the companies listed have products that generally meet specifications, but this need to be assessed and approved for each project.

PRIOR USE AND OCCUPANCY: The Owner reserves the right to use or occupy any part of the building or to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy shall not constitute acceptance of the work or any parts thereof.

MANUFACTURER'S DIRECTIONS: Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

### SUBMITTALS:

- A. The Contractor is responsible for issuing a tentative submittal schedule at the beginning of the project to assist the design team in anticipating the Contractor’s delivery.
- B. The Contractor shall submit to the Architect, for approval, any Shop Drawing, Product Data, and/or Samples as may be required for the construction of any part of the Work. Any Work that is done, or material ordered prior to the approval of such information, shall be at the Contractor's risk. Provide physical samples whenever a color or finish selection is required and as specified in associated Sections. Include sample warranty/guarantee documents and installation instructions for initial review/commentary ahead of operation and maintenance manuals at project completion.
- C. The Contractor shall group submittals by trade and/or supplier into a single, cohesive submittal for the purpose of reviewing whole systems, installations, processes, etc. Submittals may be rejected if the Architect deems them incomplete.
- D. The Contractor shall clearly indicate products, options, assemblies, etc. pertinent to the associated submittal and specifications for the project and call attention to any item requiring selection by the Architect or Engineer tasked with reviewing the submittal. Submittals may be

1 rejected if the Architect deems them to be lacking in clarity.

- 2 E. Submittals to go to the General Contractor in a legible format (physical or electronic) first. Upon  
3 their stamped approval, they will be forwarded to the Architect's office. Following the review of  
4 the Architect and their Consultant, the Shop Drawings will be returned to the General Contractor  
5 marked NO EXCEPTIONS TAKEN, MAKE CORRECTIONS NOTED, or if necessary, REVISE &  
6 RESUBMIT. Note: Electronic submittals are accepted, but will be returned in the format received.  
7 F. The Architect reserves the right to withhold action on a submittal requiring coordination with other  
8 submittals until related submittals are received.  
9 G. **SUBMITTALS REQUIRING COLOR SELECTIONS** shall be submitted as early in the project as  
10 possible. The Architect may retain all submittals requiring color selections until ALL such  
11 submittals have been submitted. The Architect will then prepare coordinated color selections to  
12 be approved by the Owner. Upon approval of the color selections by the Owner, the Architect will  
13 process the submittal(s) requiring color selections. All submittals requiring color selections shall  
14 be accompanied by actual samples of the color and finish selection options. Printed or electronic  
15 renditions of the color choices are not acceptable, do not accurately portray true colors, and  
16 therefore cannot be used by the Architect to present the coordinated color choices to the Owner.  
17 For this reason, only true samples of the actual finish materials will be accepted for color  
18 selections. The Architect is not responsible for the delays caused by the failure of the Sub-  
19 Contractor or Supplier to submit the correct color samples in a timely manner.  
20 H. The Architect reserves the right to be reimbursed by the Contractor for time and expense required  
21 to process any submittal that does not get approval after the first resubmittal and/or to gather  
22 appropriate color samples when proper color samples are not submitted.  
23 I. Approval of Submittals will be general and shall not relieve the Contractors from the responsibility  
24 for proper fitting and construction of the Work, nor from furnishing material and work required by  
25 the Contract which may not be indicated on the Submittal when approved. The approval of the  
26 Submittal shall not be construed as allowing departures from the plans and specifications,  
27 building codes, or other rules and regulations governing installation of materials.  
28 J. Upon the Contractor's request, or at the Architect's discretion, a sample list of necessary, project-  
29 specific submittals will be made available at the beginning of the project.  
30

31 REQUEST FOR PROPOSAL (RFP):

- 32 A. Contractor responses are due within 7 calendar days after the RFP is issued.  
33 a. No associated Work shall be completed before the RFP is approved unless discussed  
34 and agreed to by the Architect and Owner.  
35 B. The Contractor, and each subsequent subcontractor/supplier, are limited to the total markup listed  
36 in the Contract for all changes (typically 15%).  
37 a. Supervision, Project Management, Subcontractor Liability, Profit, Direct/Indirect  
38 Overhead, Clerical, and similar expenses are part of this markup and shall not be tracked  
39 separately.  
40 b. If applicable, the Contractor may include a 1% Bonding Fee, 1% Builder's Risk Fee,  
41 and/or 1% Gross Receipts Tax adder on the tail end of their totals.  
42 C. The Contractor's formal response shall include:  
43 a. Line item breakdowns of quantities and costs for time, materials, and related expenses.  
44 i. Labor breakdowns shall include number of personnel, hours per personnel, and  
45 associated rates. If prevailing wage rates are applicable to the project, labor  
46 rates shall relate to the task at hand.  
47 b. If the RFP is deemed to be an explicit Time & Material (T&M) request, the response shall  
48 include dates associated to the Work being tracked.  
49 D. If delays are associated with the RFP, the Contractor shall notify the Architect via written  
50 correspondence (e-mail preferred) within 7 calendar days from when the delay took place.  
51 a. Delay requests shall include justifications for how they impact the projected substantial  
52 completion date.  
53 E. The breakdowns for the Contractor and each Subcontractor/supplier shall appear on their own  
54 invoice or letterhead.  
55 F. The Architect will review the responses and will either send to the Owner for their ultimate  
56 approval; send to their Consultants for review; or request more information/clarification from the  
57 Contractor.  
58 a. If more information/clarification is requested, the Contractor has another 4 calendar days  
59 to provide a revised response.

- 1           b. The Architect reserves the right to be reimbursed by the Contractor for time and expense  
2           required to process any RFP that does not get approval after the first round of review and  
3           request for additional information.  
4

5 OPERATION AND MAINTENANCE MANUAL: Per the Substantial Completion Procedures provide  
6 Operation and Maintenance (O&M) Manuals as follows:

7       A. Physical Copy (Provide ONE)

- 8           a. Directory: Prepare a single, comprehensive directory of emergency, operation, and  
9           maintenance information and materials, listing items and their location to facilitate ready  
10          access.

11          b. Organization:

12           i. Title Page, to include:

- 13               1. Subject matter included in the Manual.  
14               2. Name and address of Project.  
15               3. Name and address of Owner.  
16               4. Date of submittal.  
17               5. Name and contact information of the Contractor.  
18               6. Name and contact information of the Architect.  
19               7. Name and contact information for major Consultants to the Architect that  
20               designed the systems contained in the manuals.

21           ii. Table of Contents

- 22               1. List each product included in the manual, identified by product name,  
23               indexed to the content of the volume, and cross referenced to  
24               Specification Section number.

25           iii. Manual Contents

- 26               1. Organize into sets of manageable size and arrange content by  
27               Specification Section, system, subsystem, and equipment. Include  
28               updated shop drawings and/or product submittals wherever applicable.

29          c. Physical copy is to be bound in a heavy-duty, three-ring binder with Division dividers.

- 30           i. Identify each binder on the front and spine with printed title "OPERATION AND  
31           MAINTENANCE MANUAL" and associated indicator if multiple volumes are  
32           needed.

33           ii. Oversize drawings are to be neatly folded to fit with inside the binder.

34       B. Digital Copy (Provide ONE)

- 35           a. Fully organized and indexed similar to the physical copy issued on a CD, DVD, or flash  
36           drive.

37       C. Types of Manuals

38           a. Emergency Manuals

39               i. Content

- 40               1. Type of Emergency: Where applicable for each type of emergency  
41               indicated below, include instructions and procedures for each system,  
42               subsystem, piece of equipment, and component:  
43                   a. Fire.  
44                   b. Flood.  
45                   c. Gas leak.  
46                   d. Water leak.  
47                   e. Power failure.  
48                   f. Water outage.  
49                   g. System, subsystem, or equipment failure.  
50                   h. Chemical release or spill.  
51               2. Emergency Instructions: Describe and explain warnings, trouble  
52               indications, error messages, and similar codes and signals. Include  
53               responsibilities of Owner's operating personnel for notification of Installer,  
54               supplier, and manufacturer to maintain warranties.  
55               3. Emergency Procedures: Include the following, as applicable:  
56                   a. Instructions on stopper.  
57                   b. Shutdown instructions for each type of emergency.  
58                   c. Operating instructions for conditions outside normal operating  
59                   limits.

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- d. Requires sequences for electric or electronic systems.
  - e. Special operating instructions and procedures.
  - b. Operation Manuals
    - i. Content
      1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
      2. Performance and design criteria if Contractor is delegated design responsibility.
      3. Operating standards, procedures, and logs.
      4. Wiring, control, and piped system diagrams.
      5. Precautions against improper use.
      6. License requirements including inspection and renewal dates.
    - ii. Descriptions
      1. Product name and model number. Use designations for systems and equipment indicated on Contract Documents.
      2. Manufacturer's name.
      3. Equipment identification with serial number of each component.
      4. Equipment function.
      5. Operating characteristics.
      6. Limiting conditions.
      7. Performance curves.
      8. Engineering data and tests.
      9. Complete nomenclature and number of replacement parts.
    - iii. Operating Procedures
      1. Startup procedures.
      2. Equipment or system break-in procedures.
      3. Routine and normal operating instructions.
      4. Regulation and control procedures.
      5. Instruction on stopping.
      6. Normal shutdown instructions.
      7. Seasonal and weekend operating instructions.
      8. Required sequences for electric or electronic systems.
      9. Special operating instructions and procedures.
    - iv. Systems and Equipment Controls: Describe the sequence of operation and diagram controls as installed.
    - v. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.
  - c. Product Maintenance Manuals
    - i. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
    - ii. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Sections.
    - iii. Product Information: Include the following, as applicable:
      1. Product name and model number.
      2. Manufacturer's name.
      3. Color, pattern, and texture.
      4. Material and chemical composition.
      5. Reordering information for specially manufactured products.
    - iv. Maintenance Procedures: Include manufacturer's written recommendations and the following:
      1. Inspection procedures.
      2. Types of cleaning agents to be used and methods of cleaning.
      3. List of cleaning agents and methods of cleaning detrimental to product.
      4. Schedule for routine cleaning and maintenance.
      5. Repair instructions
    - v. Repair Materials and Sources: Include lists of materials and local sources of

- 1 materials and related services.
- 2 vi. Warranties and Bonds: Include copies of warranties and bonds and lists of
- 3 circumstances and conditions that would affect validity of warranties or bonds.
- 4 vii. Installation Instructions: Include copies of all installation instructions.
- 5 d. Systems and Equipment Maintenance Manuals
- 6 i. Content: For each system, subsystem, and piece of equipment not part of a
- 7 system, include source information, manufacturers' maintenance documentation,
- 8 maintenance procedures, maintenance and service schedules, spare parts list
- 9 and source information, maintenance and service contracts, and warranty and
- 10 bond information, as described below.
- 11 ii. Source Information: List each system, subsystem, and piece of equipment
- 12 included in manual, identified by product name, and arranged to match manual's
- 13 table of contents. For each product, list name, address, and telephone number
- 14 of Installer or supplier and maintenance service agent, and cross-reference
- 15 Specification Sections.
- 16 iii. Manufacturer's Maintenance Documentation: Include the following for each
- 17 component part or piece of equipment:
- 18 1. Standard maintenance instructions and bulletins.
- 19 2. Drawings, diagrams, and instructions required for maintenance, including
- 20 disassembly and component removal, replacement, and assembly.
- 21 3. Identification and nomenclature of parts and components.
- 22 4. List of items recommended to be stocked as spare parts.
- 23 iv. Maintenance Procedures: Include the following information and items that detail
- 24 essential maintenance procedures:
- 25 1. Test and inspection instructions.
- 26 2. Troubleshooting guide.
- 27 3. Precautions against improper maintenance.
- 28 4. Disassembly, component removal/repair/replacement, and reassembly
- 29 instructions.
- 30 5. Aligning, adjusting, and checking instructions.
- 31 6. Demonstration and training video recording, if available.
- 32 v. Maintenance and Service Schedules: Include maintenance and service
- 33 requirements, list or required products for equipment, and separate schedules for
- 34 preventive and routine maintenance and service with standard time allotment.
- 35 vi. Spare Parts List and Source Information: Include lists of replacement and repair
- 36 parts, with parts identified and cross-referenced to manufacturers' maintenance
- 37 documentation and local sources of maintenance materials and related services.
- 38 vii. Maintenance Service Contracts: Include copies of maintenance agreements with
- 39 name and telephone number of service agent.
- 40 viii. Warranties and Bonds: Include copies of warranties and bonds and lists of
- 41 circumstances and conditions that would affect validity of warranties and bonds.
- 42 ix. Installation Instructions: Include copies of all installation instructions.
- 43

44 **CONTRACTOR AND SUBCONTRACTOR WORKER'S COMPENSATION INSURANCE:**

45 *The Contractor is required to procure and maintain Worker's Compensation Insurance for his employees.*

46 *The Contractor shall require all Sub-Contractors similarly to provide Worker's Compensation Insurance.*

47 In case any class of employees engaged in work under this contract is not protected *or exempt* under the

48 Workers' Compensation Statute, the Contractors shall provide and cause each Sub-Contractor to provide

49 adequate employer's General Liability Insurance for the protection of such of his employees that are not

50 otherwise protected.

51

52 **PERMITS & ORDINANCES:** **Contractor** to procure and pay for general construction permits or

53 certificates required by local authorities having jurisdiction over the Work. Comply with all Federal, State,

54 and Local ordinances applicable to the Work. Sub-Contractors are responsible for obtaining and paying

55 for permits or certificates required for their work, such as electrical or plumbing permits.

56

57 **CUTTING AND PATCHING:** Cutting and patching work will be paid for by the Sub-Contractor requiring

58 the Work to the General Contractor. Does not apply to work not included in Contract.

59

1 QUALITY CONTROL: The General Contractor will be responsible for Quality Control of their Work and  
2 their subcontractor's Work through their Superintendent who shall continuously monitor the Project.

3  
4 LAYOUT CONTROL: Layout will be the Superintendent's responsibility.

5  
6 GUARANTEES AND WARRANTIES: Contractor is to provide a (1) ONE YEAR guarantee/warranty on all  
7 Work under this Contract. This date corresponds to one year after the substantial completion date (OR  
8 issuance of Certificate of Final Acceptance if applicable) for each predetermined phase as needed per  
9 project requirements. Throughout the Specifications, certain work or materials will have longer warranty  
10 or guarantee periods; provide written warranties or guarantees on these items before final payment.

11  
12 TEMPORARY FACILITIES: By General Contractor (unless noted otherwise)

- 13  
14 A. Water: Available on site – please coordinate with Owners as needed.  
15 B. Temporary Power: Available on site – please coordinate with Owners as needed.  
16 C. Toilet: Provide and maintain sanitary temporary exterior toilet where directed, ultimate removal as  
17 directed. Set a temporary water closet within the building when possible, to be replaced with  
18 permanent fixture when directed.  
19 D. Field Office: Not required.  
20 E. Telephone: Contractor shall install a job telephone at own expense. Phone may be a cell phone, but  
21 either way there must be a means of contacting someone on-site during construction hours.  
22 F. Cold Weather Protection: Heating required shall be furnished by each Contractor or Sub-Contractor  
23 requiring same with heating units of approved types. Equipment and surroundings kept in clean and  
24 safe condition.  
25 G. Temporary Stairs, Ladders, Ramps, Runways and Scaffolding: Furnish and maintain, as required by  
26 all trades. Assess others on basis of use. Such apparatus, equipment and construction to meet  
27 requirements of labor laws OSHA and other State or Local laws.  
28 H. Temporary Fire Protection: Contractor shall provide and maintain fire extinguishers, fire hoses and  
29 other equipment necessary for fire protection during construction.  
30 I. Construction Fencing & Traffic Control: Not required.  
31 J. Protection of Work-In-Place: Work-in-place that is subject to injury because of operations, weather,  
32 heat, cold, wind, etc. shall be covered, boarded-up or substantially enclosed with adequate  
33 protection.  
34 K. Dust Control: See Section 02 41 00 - Demolition for requirements.  
35 L. Temporary Exit Facilities: This Work may block or otherwise interrupt existing exits which need to be  
36 maintained at any time there is not active Work involving the exit path. Provide smooth plywood  
37 ramps and/or steps with rails and cover as required to allow safe emergency exiting to a point  
38 beyond the Work area. Maintain 44" minimum clear width and design systems for 100 psf loading.  
39

40 PROTECTION OF EXISTING GROUNDS: Provide and make use of landing pads, sheeting and other  
41 support systems and materials to prevent damage and rutting existing landscaped areas and walks and  
42 drives. Any such damage shall be fully repaired to the satisfaction of the Architect and Owner, including  
43 grades, plant materials, sprinkler systems, and walks and drives. Any landscape areas that will be  
44 without normal irrigation shall be communicated to the Owner by the Contractor throughout the duration  
45 of construction and the Owner is primarily tasked with sustaining the landscape areas as needed unless a  
46 different agreement is mutually determined and processed.

47  
48 CLEANING: Upon completion, the Contractor shall leave building in a clean condition including, but not  
49 limited to, the following items:

- 50 A. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including  
51 landscape development areas, of rubbish, waster material, litter, and other foreign substances.  
52 B. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts,  
53 trenches, equipment vaults, manholes, attics, crawlspaces, and similar spaces.  
54 C. Leave Project clean and ready for occupancy.

55  
56 PROJECT RECORD (AS-BUILT) DOCUMENTS:

57 The General Contractor will keep one set of drawings on the site to be used exclusively for recording ANY  
58 changes made to the original drawings by all trades. These changes will be at the time the changes are  
59 made by the trade making the change. This set of drawings will be delivered to the Architect at

1 completion of the project and before final payment is made.

- 2  
3 A. Copies: Submit ONE set of marked up record documents and ONE digital copy of the scanned  
4 record documents.  
5 B. Preparation: Mark record documents to show the actual installation where installation varies from  
6 that shown originally. Provide information as needed to relay the extents of the variation.  
7 a. Give particular attention to information on concealed elements that would be difficult to  
8 identify or measure and record later.  
9 b. Record data as soon as possible after obtaining it.  
10 c. Record and check the markup before enclosing concealed installations.  
11 C. Mark the Record Documents completely, accurately, and legibly. Use personnel proficient at  
12 recording graphic information in production of mark-ups.  
13 D. Mark Record Documents with erasable, red-colored pencil. Use other colors to distinguish  
14 between changes for different categories of the Work at the same location.  
15 E. Note Addenda, Alternate, CCD, RFI, RFP, Change Order, or similar identification numbers, where  
16 applicable.  
17 F. Submittal of Record Documents information that is incomplete, illegible, poorly organized or  
18 information that is submitted on damaged, torn, smudged or unreadable copy will be rejected with  
19 a request to resubmit.  
20 G. Format: Organize in the same order as the original drawing set.

21  
22 PROJECT MEETINGS:

23  
24 PRE-CONSTRUCTION CONFERENCE: The Architect will schedule and conduct a pre-construction  
25 meeting at the Project Site or other convenient location. Authorized representatives of the Owner,  
26 Architect, and their consultants; the Contractor and his superintendent; major subcontractors and  
27 suppliers; and other concerned parties shall attend. Participants shall be familiar with the Project and  
28 authorized to conclude matters relating to the Work.

29  
30 PRE-INSTALLATION CONFERENCES: The Contractor shall conduct pre-installation conferences at the  
31 Project Site prior to each construction activity that requires coordination with other trades.  
32 Subcontractors, manufacturer representatives and fabricators involved or affected by the particular work  
33 shall attend the meeting. Notify the Architect of scheduled meetings.

34  
35 WEEKLY PROGRESS MEETINGS: The Contractor's Superintendent shall conduct weekly progress  
36 meetings with subcontractors, suppliers or other entities concerned with current progress or involved in  
37 planning, coordination, or performance of future activities.

38  
39 MONTHLY PROGRESS MEETINGS: The Architect will schedule and conduct monthly progress  
40 meetings. The Owner, Contractor, and his Superintendent shall be represented at these meetings.  
41 Meeting will review and correct or approve minutes of the previous meeting. Review other items of  
42 significance that could affect progress. Include topics for discussion as appropriate to the status of the  
43 Project.

44  
45 CONTRACTOR'S CONSTRUCTION SCHEDULE:

46  
47 CRITICAL PATH METHOD (CPM): A CPM schedule will be submitted to the Architect for review. The  
48 schedule will be updated for current progress status with each Periodic Estimate for Partial Payment. The  
49 original baseline schedule will be maintained and will not be altered except to reflect changes in the  
50 baseline schedule authorized by Change Order. Any request for change to the Contract performance  
51 time must be based on demonstrated effect of changes in the Work on the Critical Path.

52  
53 SUBSTANTIAL COMPLETION PROCEDURES:

- 54 A. Prepare and submit a list of items to be completed and/or corrected (Contractor's Punch List).  
55 Indicate the monetary value of each item.  
56 B. Complete the following submittals a minimum of TEN (10) days prior to requesting a Substantial  
57 Completion walk-through:  
58 a. Certificates of Release: Obtain and submit releases from Authorities having jurisdiction  
59 permitting the Owner unrestricted use of the Work and access to services and utilities.

- 1 Include occupancy permits, operating certificates, and similar releases.
- 2 b. Submit closeout submittals including project record drawings, operation and maintenance
- 3 manuals, and similar record information.
- 4 c. Submit closeout submittals including specific warranties, workmanship bonds,
- 5 maintenance service agreements, final certifications, and similar documents.
- 6 d. Submit maintenance material submittals including tools, spare parts, extra materials, and
- 7 similar items. Deliver to Owner.
- 8 e. Submit testing, adjusting, and balancing records if required.
- 9 f. Submit changeover information related to Owner's occupancy, use, operation, and
- 10 maintenance.
- 11 C. Complete the following procedures a minimum of TEN (10) days prior to requesting a Substantial
- 12 Completion walk-through:
- 13 a. Advise Owner of pending insurance changeover requirements.
- 14 b. Make final changeover of permanent locks and deliver keys to the Owner with a finalized
- 15 keying schedule. Advise Owner's personnel of changeover in security provisions.
- 16 c. Complete startup and testing of systems and equipment.
- 17 d. Perform preventive maintenance on equipment utilized prior to Substantial Completion.
- 18 e. Instruct Owner's personnel in operation, adjustment, and maintenance of products,
- 19 equipment, and systems.
- 20 f. Advise Owner of changeover in Utility services.
- 21 g. Participate with Owner in conducting inspection and walk-through with local emergency
- 22 responders.
- 23 h. Terminate and remove temporary facilities, mockups, construction tools, and similar
- 24 elements.
- 25 i. Complete final cleaning requirements.
- 26 j. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate
- 27 visual defects.
- 28 D. When the above items near completion, notify Architect in writing of intended schedule of
- 29 substantial completion. The Architect, Owner, and Contractor will then coordinate a "walkthrough"
- 30 inspection, after which a generalized statement of work yet to be completed will be issued by the
- 31 Architect (Architect's Punch List).
- 32 E. The Architect will then determine whether work is SUBSTANTIALLY COMPLETE.
- 33 F. Upon determination that work is SUBSTANTIALLY COMPLETE, the Architect will prepare and
- 34 submit to the Owner and Contractor, for written approval, the following documents:
- 35 a. **AIA G704 - Certificate of Substantial Completion**, which shall:
- 36 i. Establish Date of Substantial Completion.
- 37 ii. State responsibilities of Owner and Contractor.
- 38 iii. Fix time within which items listed shall be completed.
- 39 b. **AIA G706 - Contractor's Affidavit of Payment of Debts and Claims**
- 40 c. **AIA G707 - Consent of Surety to Final Payment**

41

42 FINAL COMPLETION PROCEDURES:

- 43 A. Before requesting final inspection for determining final completion, complete the following:
- 44 a. Submit a final Application for Payment.
- 45 b. Submit a signed/dated copy of the Architect's Punch List.
- 46 c. Submit evidence of final, continuing insurance coverage complying with insurance
- 47 requirements.
- 48 B. When the above items near completion, notify Architect in writing of intended schedule of final
- 49 completion. The Architect, Owner, and Contractor will then coordinate a final "walkthrough"
- 50 inspection.
- 51 C. Upon determination that work is COMPLETE, the Architect will process the final Application for
- 52 Payment.
- 53 D. Deficiencies in the Work, except major, which are found during or subsequent to the final
- 54 inspection by the Architect, will be corrected under the guarantee protection.
- 55
- 56

END OF SECTION



**01 22 00 - Unit Prices**

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CONDITIONS OF THE CONTRACT and DIVISION 01, as indexed, apply to this Section.

UNIT PRICES: Contractor shall state, in the spaces provided in the Form of Proposal, Unit Prices for the Work described below. Unit Prices will apply to corrective Work uncovered during construction and done as Extra Work.

UNIT PRICE U-1: Base bid to include EIGHT (8) 4'x8'x5/8" sheets of plywood. This Unit Price is for the associated costs to remove and replace a full 4'x8'x5/8" sheet of plywood.

*END OF SECTION*

## DIVISION 02 - EXISTING CONDITIONS

CONDITIONS OF THE CONTRACT and DIVISION 01, as indexed, apply to this Division.

AS-BUILT DRAWINGS: Per Section 01 00 00 - General Requirements.

EXISTING BUILDING DRAWINGS: Existing building drawings are available, but are not entirely accurate based on apparent changes during construction and subsequent, undocumented remodels. These will be made available as reference for those interested.

EXISTING BUILDING PHOTOS: Existing building photos will be made available as reference for those interested.

SCOPE: Complete all Site Drainage and Utility Work as shown on the Drawings and as specified.

CONDITIONS AT SITE: Visit the site. Examine and note all conditions as to the character and extent of Work involved. Protect any adjacent property and improvements from damage and replace any portions damaged through this operation. Maintain all benchmarks, control monuments, and stakes, whether newly established by Surveyor or previously existing. Protect from damage and dislocation. If necessary, to disturb existing benchmarks, re-establish in a safe place.

PERMITS & ORDINANCES: Procure and pay for all necessary permits or certificates required by local authorities having jurisdiction over the Work. Comply with all Federal, State and Local Laws. Check Supplemental Conditions and/or General Conditions to determine who is responsible for procuring the general construction permit.

COORDINATION: Cooperate and coordinate the Work with the various Sub-contractors whose work might be affected by operations.

ADJACENT PROPERTY: Restore any damage to adjacent properties, streets, and the like caused by operations of this Division to original condition without additional cost to the Owner.

TESTS AND INSPECTIONS: The **Owner / Contractor** shall pay costs of laboratory tests/inspections directly to the Testing Agency. **Owner / Contractor** will pay for passing tests; Contractor pays for failed tests, superfluous trips, and standby time made at the direction of the Contractor.

EXISTING UTILITIES: Where existing utilities not shown on the Drawings are encountered: support, shore up, protect same and immediately notify Architect. Allow entrance, opportunity, and ample time for measures necessary for continuance and/or relocation of such services. Where noted on Drawings, cut and cap all street connections encountered in the excavating along curb line and mark location so they can subsequently be located and re-connected as required.

LAYOUT: Layout and Work under this Division shall be made by competent personnel experienced in surveying. If any discrepancies are found by Contractor between the Drawings and actual conditions at the site, Architect reserves right to make such minor adjustments in Work specified as necessary to accomplish the intent of the Contract Documents without increased cost to the Owner.

CLEAN-UP: Remove from the Site all rubbish, debris, etc. resulting from Work in this Division, except as otherwise specified above and per Section 01 00 00 - General Requirements.

*END OF DIVISION*

1 **02 41 00 - Demolition**

2  
3 GENERAL REQUIREMENTS: Per DIVISION 02 – EXISTING CONDITIONS

4  
5 LOCATE CALL: In addition to requesting local utilities to locate underground utilities and per MCA 69-4-  
6 501 to 502 the contractor is required by State Law to notify a One-Call location service before all  
7 underground excavation. Notification must be received at least TWO (2) working days prior to  
8 excavation. Call 1-800-424-5555.

9  
10 DEMOLITION WORK: Refer to Drawings for specific Demolition Work.

11  
12 ASBESTOS: Do not perform any demolition work until all known asbestos is removed by separate  
13 contract. Owner to pay for all costs and the GC to coordinate work as needed.

14  
15 NESHAP PERMIT: State of MT DEQ requires the Owner and Contractor to have areas being remodeled  
16 or re-roofed inspected by a qualified asbestos contractor who will assist the Owner in filing the NESHAP  
17 permit if any ACM is present. Owner will pay for all costs. A copy of any current NESHAP Reports is  
18 located in the Appendix for reference only – it is not part of the Contract documents.

19  
20 PROTECTIONS: Execute all demolition Work in an orderly and careful manner with due consideration for  
21 any existing structures, including any parts of the surrounding areas which are to remain. Barricade and  
22 cover as necessary to protect pedestrians, workmen and adjacent properties.

23  
24 POLLUTION CONTROLS: Control as much as practical the spread of dust and dirt. Do not allow  
25 adjacent buildings or properties to become soiled by demolition operations. Observe environmental  
26 regulations. Do not allow water usage that results in freezing or flooding.

27  
28 DISPOSAL: Promptly dispose of materials resulting from demolition operations. Do not allow materials  
29 to accumulate on-site. Transport materials resulting from demolition operations and legally dispose of off-  
30 site. Do not burn removed materials on-site.

31  
32 EXECUTION:

- 33 A. Keep all through lanes and drives clean and clear at all times.  
34 B. Conduct operations so as not to interfere with adjacent roads, streets, drives, walks, service lines  
35 and the like. Perform work in a systematic manner.

36  
37 DUST CONTROL: General Contractor shall control dust from their operations to assure it does not  
38 disturb anyone on or near the project site.

39  
40 *END OF SECTION*

## **DIVISION 06 - WOODS, PLASTICS, & COMPOSITES**

CONDITIONS OF THE CONTRACT and DIVISION 01, as indexed, apply to this Division.

**SCOPE:** Supply and install complete wood and plastics work as shown on Drawings and as specified.

**SHOP DRAWINGS:** Per Section 01 00 00 - General Requirements. Submit shop drawings of all fabricated work at full size or large scale showing sizes, materials, grain run, methods of construction, connection to adjacent members and installation. Indicate all backing members for installation and all hardware.

**SAMPLES:** Submit per Section 01 00 00 - General Requirements, before fabrication, two (2) completely finished samples of all exposed work specified herein. Wherever possible, samples shall be 12" x 24".

**GUARANTEE:** Per Section 01 00 00 - General Requirements.

**MEASUREMENTS:** Verify all dimensions shown on Drawings by taking field measurements; proper fit and attachment of all parts is required.

**COORDINATION:** Coordinate with all other trades as required to complete Work to satisfaction of Architect.

**DELIVERY AND STORAGE:** Deliver and store all materials under protective cover and store within dry enclosed area.

**STANDARDS:** Following standards apply to Work of the Division except where more stringent requirements are specified herein:

- A. Architectural Woodwork Institute "Quality Standards"
- B. Western Wood Products Association Manual
- C. American Wood Preservers Association Specifications
- D. National Forest Products Association
- E. West Coast Lumber Inspection Bureau
- F. Douglas Fir Plywood Association
- G. California Redwood Association

**WOOD BACKING:** Provide all wood backing, furring, stripping or blocking indicated or required for installation and attachment of work of all other trades. Cut and frame all openings required by other trades. Structural members shall not be cut, notched, or drilled except as shown or noted on Drawings.

**TERMITE CONTROL AND DECAY PREVENTION:** Remove all wood, including form lumber, scrap lumber, shavings and sawdust in contact with ground. Leave no wood buried in any fill or backfill.

**CLEAN-UP:** Per Section 01 00 00 - General Requirements.

*END OF DIVISION*

## 06 10 00 - Rough Carpentry

GENERAL REQUIREMENTS: Per DIVISION 06 - WOODS, PLASTICS, & COMPOSITES

### CONNECTIONS:

- A. Nails: Bright common wire nails, galvanized for exterior work. Sub-drill where necessary to avoid splitting.
- B. Bolts: Drill bolt holes 1/32" larger than bolt diameter. Use square plate or malleable iron washers under heads and nuts where they bear against wood. Re-tighten bolts immediately prior to concealing with finish work. Re-tighten exposed bolts immediately prior to final inspection.
- C. Lag Screws and Screws: Subdrill, use square plate or malleable iron washer under lag screw heads when they bear on wood.
- D. Fabricated Connections:
  - a. Sheet metal galvanized of size and type shown on Drawings.
  - b. Structural Steel: ASTM A36. Welding by qualified welders in conformance with AWS.
  - c. A304 or A316 Stainless Steel or G185 Galvanized coated connectors and fasteners rated for contact with treated lumber. Do not mix stainless steel fasteners with galvanized plate connections.

### LUMBER SPECIES AND MATERIALS:

Framing Lumber: Hem-Fir or SPF graded as per Standard Grading and Dressing Rules of West Coast Lumber Inspection Bureau or Western Wood Products Association and grade marked by either. All sides surfaced. Grades as follows unless noted otherwise on plans:

Other framing lumber, 2"-4" thick	Hem Fir #2 & Better***
Misc. blocking, bridging, etc.	"Utility"
Roof sheathing	CDX 40/20 Exp. 1, Fir 5-Ply
Treated lumber, sills & plates	.25 RET treated 2x plates

\*\*\* Douglas Fir is preferred where/when more economical.

### Treated Lumber, Sills, Plates, Wood Foundations:

Sill plates in contact with concrete must be manufactured from pressure treated lumber.

For Above Ground use/exposure the following minimum retentions are to be used:

0.25 pcf for ACQ, CCA-C & MCQ

0.20 pcf for CBA-A

0.10 pcf for CA-B

**A304 or A316 Stainless steel, G-185 galvanized, or ceramic-coated fasteners must be used with ACQ treated sill plates. If borate treated sill plates are used, special fasteners are not required.**

END CUT TREATMENT: For treated wood that has been cut, seal with **Wolman Woodlife Coppercoat** by **RUST-OLEUM**. Also, use to seal un-treated framing or sheathing in contact with concrete at exterior walls and footings.

### FRAMING:

General: Install all wood framing making proper provisions for work of other trades. Do all cutting of wood required to accommodate plumbing, heating and ventilating, electrical and other trades. Fit neatly around all exposed items such as outlet boxes, conduit, pipes and ducts.

Sheathing: Install roof sheathing with long dimension perpendicular to joists. Install wall sheathing with long dimension horizontal. All plywood shall be laid with the "C" or best face on exposed side.

Sheathing Attachment: Only nails are allowed. Any over-driven nails are NOT ACCEPTABLE.

- A. All over-driven fasteners are to have another properly placed fastener placed next to them immediately.
  - a. Consistent over-driving of more than 10% of fasteners without properly placed fasteners next to them may result in rejection of entire sheathing installation.
- B. All under-driven fasteners are to be hand set flush with sheathing surface.

END OF SECTION

1 **DIVISION 07 - THERMAL & MOISTURE PROTECTION**

2  
3 CONDITIONS OF THE CONTRACT and DIVISION 01, as indexed, apply to this Division.

4  
5 SCOPE: Supply and install all thermal and moisture protection work as shown on Drawings and as  
6 specified herein.

7  
8 STANDARDS: Have all work done by applicators approved by the manufacturer of the materials and  
9 installed in strict accordance with manufacturer's directions.

10  
11 COORDINATION: Work closely with Sheet, Plumbing and Mechanical Contractors and any other  
12 adjacent trades. Whenever the watertightness of the roof is dependent on the work of other trades,  
13 assume full responsibility for the finished installation of the integrated assembly. Supervise the sheet  
14 metal installer's work and all other adjacent trades as necessary to assure satisfactory fabrication and  
15 watertight placement.

16  
17 INSPECTION: Examine all subsurfaces to receive Work and report in writing to General Contractor, with  
18 a copy to Architect, any conditions detrimental to Work. Failure to observe this injunction constitutes a  
19 waiver to any subsequent claims to the contrary and holds the Contractor responsible for any corrections  
20 Architect may require. Commencement of Work will be construed as acceptance of all subsurfaces.

21  
22 DELIVERY AND STORAGE: Deliver materials to job site in manufacturer's original unopened packaging.  
23 Fully protect against wetness or damage while temporarily stored. Materials designated for a specific  
24 application shall be the products of one manufacturer.

25  
26 PREPARATION: Make all subsurfaces free from material projections, dust loose and foreign materials  
27 and any other obstructions, presenting a smooth plane, ready for installation.

28  
29 WEATHER: Conduct no waterproofing operations when water in any form is present on the surface or  
30 when materials are damp, wet or likely to be wetted by the elements.

31  
32 PROTECTION: Take precautions to protect all Work in this Division, both during and after installation,  
33 from damage of any kind.

34  
35 WATERSTOPPING: At the end of each day's work the work performed during that day shall be sealed at  
36 the edges and well covered to prevent moisture from getting under the material.

37  
38 CLEAN-UP: Per Section 01 00 00 - General Requirements.

39  
40 *END OF DIVISION*

## 07 31 00 - Shingles & Shakes

GENERAL REQUIREMENTS: Per DIVISION 07 – THERMAL & MOISTURE PROTECTION

WORK IN RELATED SECTIONS: See 06 10 00 - Rough Carpentry, 07 60 00 - Flashing & Sheet Metal, and 07 90 00 - Joint Protection.

GUARANTEE: Per Section 01 00 00 - General Requirements, both General Contractor and Roofing Subcontractor shall jointly and unconditionally guarantee in writing the watertightness of the total roof assembly for a period of two (2) years from date of acceptance of the Work by Architect and Owner and equally guarantee that all roofing and flashing materials and workmanship are as specified to Architect for transfer to Owner prior to final payment.

### MATERIALS:

- A. Shingles: **MALARKEY Legacy** ASTM E108 Class A Fire Rating, Type 1 SBS modified shingles, 50 year product warranty. 110 mph wind warranty. Shingles to meet ASTM D3462, D3018 Type 1, and ASTM D3161 Class F standards for tear strength and fire resistance as well as UL 2218 Class 4 Impact rating.
- B. Underlayment: ASTM D226 30# organic asphalt felt or **OWENS CORNING Titanium UDL30**.
- C. Ice & Water Barrier: **CERTAINTED WinterGuard, GAF StormGuard, OWENS CORNING Titanium PSU30** or equal ice and water barrier.
- D. Hip & Ridge Shingles: Pre-cut manufacturer's standard or job-cut if approved by manufacturer.
- E. Fasteners: Hot dipped galvanized 11 or 12 ga. barbed shank, 3/8" head, sharp pointed conventional, of sufficient length to penetrate through plywood sheathing. Staples strictly prohibited.
- F. Plastic Cement: SS-C-153, Class A and Type 1.
- G. Vents: Shingle over type, **COR-A-VENT V600E** or **LOMANCO Aluminum Ridge Vent Model LPR**.

### APPLICATION:

- A. Underlayment: Fasten metal drip edge along the bottom edge eaves before felt is laid and to the rake sides after the felt is laid. Underlayment felts to be laid horizontally over entire roof, lapping 4" horizontal and 6" at side laps. Lap 6" over hips and ridges. Attach underlayment with plastic-cap nails.
- B. For ice dam protection: Apply ice-dam sheet to deck, with 6" laps to fully cover drip-edges and extend to a point 24" inside the wall line of the building on eaves. On rakes, strip-in drip-edge with 12" wide ice dam. Apply underlayment to fully cover ice-dam.
- C. For slopes less than 3.5/12: Use double layer of felt in lieu of underlayment listed above (Item A), lapping 19" with 17" exposure or one layer Ice Dam.
- D. For valleys: Use an open valley by first laying a 36" wide valley liner of ice-dam sheeting, then a 36" wide layer of granulated APP equal to **TAMKO AwaPlan** in matching color. Fasten shingles a minimum of 10" away from center line of valley, leaving 6" open each side of center, trim to line, cement all edges and fasten.
- E. For step flashing: Cut metal flashing pieces 8" x 10", 28 ga. min. and bend in half, 8" x 5" each side. Fasten each piece to the roof at the top edge with two nails. Apply shingles on top of metal set in plastic cement. Do not fasten flashing to wall, use counter flashing.
- F. For all self-flashing curbs: Set top and sides on underlayment, bottom over shingles to drain. Set 18" piece of ice-dam sheet over top and side flanges of curb and onto line of shingles at bottom of curb, set in full bed of plastic cement on flange. Shingle tight to curb, setting top and side shingles in full double bead of silicone caulking as they are laid.
- G. Apply shingles with exposures, fastening, and laps recommended by manufacturer. Apply only in continuous step fashion. Include all accessories to make a complete and waterproof job.
- H. NOTE: Proper fastener placement within the nailing zone is critical to the performance of the shingle system and manufacturer's warranty. Any fasteners that are not flush with the shingle or are not located within the manufacturer's specified nailing zone will be removed, the hole sealed with tab sealant, and a new fastener installed properly. If it appears that improper fastener placement is more than an isolated event, the Contractor will pay all costs, of a shingle by shingle inspection and correction of the problem. Contractor's Note: Some manufacturer's specified nailing zones are only 1/4" wide when following their directions. Take care.

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COLD WEATHER, STEEP SLOPE, or HIGH-WIND APPLICATION:

Any shingles applied between October 15th and April 15th must use “High-Wind” or “Steep-Slope” application: Place fasteners 1” from each side edge and 1” to either side of the two cutouts for a total of 6 fasteners per shingle. In addition place a 1” diameter spot of shingle tab cement under each tab immediately upon installation.

*END OF SECTION*



## 07 60 00 - Flashing & Sheet Metal

GENERAL REQUIREMENTS: Per DIVISION 07 – THERMAL & MOISTURE PROTECTION

GUARANTEE: Per Section 01 00 00 - General Requirements, furnish a written guarantee that all sheet metal work is unconditionally guaranteed to be watertight and free of defects for a period of TWO (2) years, or for the same period as the roof guarantee, whichever is greater.

WORK INCLUDED: Provide flashing and sheet metal not specifically described in other sections but required to prevent penetration of water through the exterior shell of the building and as indicated on the Drawings, as specified herein, and as needed for a complete and proper installation.

QUALITY ASSURANCE: Use adequate numbers of skilled workmen with at least THREE (3) years of experience in the necessary crafts and who are completely familiar with the methods needed for proper performance of the Work of this Section. In addition to complying with pertinent codes and regulations, comply with recommendations contained in current edition of "Architectural Sheet Metal Manual" published by the Sheet Metal and Air-conditioning Contractors Association (SMACNA). Where copper is used, also comply with details and recommendations of Copper Development Association (CDA) "Copper Brass Bronze Design Handbooks".

MATERIALS:

Pre-finished metal flashing: Form from 24 ga., 20 year, pre-finished aluminized sheet steel equal to **METAL SALES PVDF** fluorocarbon (*Kynar 500/Hylar 5000*) finish. Use concealed "S" clips to join fascia lengths. **Backside of flat stock to be a matching color wherever exposed/visible when construction is complete.**

Tape Sealant: Mastic for side laps, end laps and flashing to be butyl rubber, pressure sensitive tape mastic. The sealer will be non-asphaltic, non-shrinking, non-drying and non-toxic; and shall have superior adhesion to metals, plastics and painted surfaces at all temperatures.

Seamless Gutter System: Provide standard 5" seamless aluminum gutter and downspout system with hinged downspout leaders per plans. Color as selected from standard.

Roof Edges: Roof edges designed and anchored to comply with ANSI/SPRI ES-1, current standard.

Roof Jacks: **ITW Buildex Dektite** aluminum and EPDM pipe flashing or approved equal. Set flashings with double strips of **SIKA SikaLastomer - 65** tape and screw to panels at 1" centers. Use High Temperature rated jacks on heat vents. Coordinate penetration locations with subcontractors to avoid cutting ribs wherever possible.

EXECUTION:

General: Flashings and counter-flashings shall be installed at the junction of roofs with vertical surfaces and at all points as shown or necessary to make the building watertight. Counter-flashing will be installed as roofing work is done. Counter-flashing shall extend down to the intersection of roofing with wall and shall be lapped well at joints and around corners.

Weatherproofing: Where seams are required to be waterproof use single lock seams minimum 1/2" wide sweated full of solder. Where lap seams are not soldered, lap according to pitch, but in no case less than 3". Make flat and lap seams in the direction of flow.

Fabrication: Fabricate sheet metal flashing to shapes and sizes detailed, allowing sufficient material for up-standing leg. Make surfaces free of waves and buckles, with lines, arises, and angles sharp and true. Form in strict accordance with Drawings and notes. No raw, exposed edges permitted, turn exposed edges back 1/2".

Joints: Join parts with rivets or sheet metal screws where necessary for strength and stiffness. Provide suitable watertight expansion joints for runs of more than 40', except where closer spacing is indicated on

1 drawings.

2

3 Nailing: Whenever possible, secure metal by means of concealed clips or cleats, without nailing through  
4 exterior metal. In general space nails, rivets, and screws not more than 8" apart and, where exposed to  
5 the weather use rubber washers.

6

7 Tests: Upon request of the Architect, demonstrate by hose or standing water that the flashing and sheet  
8 metal are completely watertight.

9

10

*END OF SECTION*

1 **07 90 00 - Joint Protection**

2  
3 **GENERAL REQUIREMENTS:** Per DIVISION 07 – THERMAL & MOISTURE PROTECTION

4  
5 **GUARANTEE:** Per Section 01 00 00 - General Requirements, Work guaranteed for a period of FIVE  
6 years.

7  
8 **APPLICATION:** Apply materials in strict accordance with manufacturer's printed directions, observe  
9 manufacturer's requirements regarding temperature control, usability of materials and protection of  
10 adjacent surfaces. Clean surfaces to receive sealant with solvents and prime as recommended by  
11 sealant manufacturer. Make sealing surface slightly concave, free of wrinkles and skips, uniformly  
12 smooth and with perfect adhesion along both sides of joint. Surface is to be shaped with the aid of a  
13 formed specialty tool such as **DAP 18570 Dap Cap Caulk Finishing Tool**, or **DAP 09125 PRO Caulk**  
14 **Tool Kit**. Protect adjacent surfaces from excess material by masking parallel to the joint both sides;  
15 leave joints in a clean, neat condition. Defective joints shall be removed, cleaned and replaced at no  
16 additional cost to Owner at anytime during the five year warranty period.

17  
18 **MATERIALS:**

19  
20 **Sealant:** **DOW CORNING 790 Building Sealant** or **G.E. SCS2000 SilPruf Sealant**. Primer as required  
21 for specific surfaces. Color as selected by Architect. Use on interior/exterior non-porous joints involving  
22 metal, tile or glass requiring a cleanable waterproof joint.

23  
24 **Insulating Sealant:** High quality commercial polyurethane equal to **DOW Great Stuff** or equal foam  
25 sealant; minimal expanding. Provide manufacturer information to Architect prior to use. Use in rough  
26 openings of all doors, windows, plumbing, mechanical and electrical penetrations through insulated walls,  
27 ceilings, attics or foundation walls.

28  
29 **Butyl Sealant:** **TREMCO General Purpose Butyl Sealant**. ASTM C1311, butyl or polyisobutylene,  
30 single component, nondrying, non-skinning, non-curing. Use for sealing gutters, downspouts, and other  
31 metal flashings and trims on roof.

32  
33 **Butyl-Tape:** Extruded polyisobutylene tape **SIKA SikaLastomer-95** or equal. Use to seal all building  
34 trim/flashing laps and any curb penetrations through metal roof panels.

35  
36 **Back-up Material:** Foamed polyethylene or polystyrene rod stock, sizes as required by joint condition.  
37 Use on joints greater than 3/8".

38  
39 **APPLICATION:**

- 40 A. Apply only to clean and dry surfaces, using a primers and cleaning agents as recommended by  
41 the manufacturer for the material being sealed.  
42 B. All caulked joints are to have a smooth tooled "concave" surface (as described above). Irregular,  
43 flat or convex joints will be rejected.  
44 C. All joints greater than 3/8" wide will be backed with a round poly rod to form a double concave  
45 shape sealant joint.

46  
47 *END OF SECTION*

**APPENDIX A**

NESHAP REPORT

DRAWINGS



# **NESHAP Asbestos Impact Inspection**

**Property:**

**Colstrip Medical Center Roof  
6230 Main St, Colstrip, MT**

**This Report Prepared for:  
Colstrip Medical Center**

**Report Prepared by:**  
Ingraham Environmental Inc.  
PO Box 545 – 606 Utah Avenue  
Butte, MT 59703-0545

**IEI Project Number & Inspector:**

**IEI-23105**

**Marc Ingraham – MTA-2700 Exp 3/9/2024**

**Inspection Date:**

**March 3, 2023**



March 13, 2023

Colstrip Medical Center contracted with Ingraham Environmental Inc. (IEI) to perform the NESHAP asbestos identification inspection of the Roof at Colstrip Medical Center, 6230 Main St, Colstrip, MT. The purpose of the identification inspection was to identify materials that need to be abated prior to the renovation of the structure pursuant to the NESHAP requirements (40 CFR 763 Subpart E).

These regulations require the owner to have the facility inspected for the presence of asbestos containing material(s) (ACM) prior to construction, renovation or demolition projects and provide the information obtained to all contactors, sub-contractors and/or employees involved. The State of Montana requires that the inspection be performed by a Montana accredited inspector. Below you will find the scope, date(s) of the inspection(s) and the accreditation(s) of the inspector(s).

**Inspection Date: March 3, 2023**

**Primary Inspector Name: Marc Ingraham**  
**Montana Accreditation Number: MTA 2700-IN**  
**Expiration Date: March 9, 2024**



## Asbestos Regulatory Background

The intent of the inspection was to identify suspect materials, assume that materials contain asbestos, collect samples of materials to determine if they are ACM and assess the friability of these materials. Materials that were assumed to contain asbestos or that were identified as containing greater than 1% asbestos were categorized as a regulated asbestos containing material (RACM), Category I Non-friable ACM or Category II Non-friable ACM based on the type and the condition of the material.

The National Emissions Standards for Hazardous Air Pollutants (40 CFR Part 61) defines the three categories.

### RACMs are:

- ***Friable asbestos materials***
- ***Category 1 & 2 non-friable materials which have become friable***
- ***Category 2 non-friable ACM that will or has been subjected to sanding grinding, cutting or abrading***
- ***Category 2 non-friable ACM that has a high probability of becoming or has become friable by the forces expected to act upon them in the course of demolition or renovation***

**Category 1** non-friable materials include gaskets, packings, resilient floor coverings and asphalt roofing products containing more than 1% asbestos.

**Category 2** non-friable materials are all non-friable materials not included in Category 1.

This asbestos inspection was limited to materials that were readily accessible. The inspection did not include extensive demolition of walls, ceilings, subsurface materials or similarly enclosed or encased building components or equipment, particularly floor to floor pipe chases.

Homogeneous materials are materials that are considered consistent throughout an area of the building based on the material's appearance, including texture size and color, manufacturers' labels and or construction era.

Asbestos Containing Building Materials (ACBMs) are placed into one of three general material categories which include surfacing materials, thermal system insulation, and miscellaneous materials. Surfacing materials are spray or trowel applied materials such as plasters, acoustical, or texturing products. Thermal system insulation materials are associated with HVAC systems and include pipe, boiler, tank insulation, duct insulation, seam tape, pipe insulation, and chimney or flue insulation. The final category is the miscellaneous materials which is any material that does not fall into one of the two prior categories. These include, but are not limited to: floor finishes, adhesives, cement asbestos boards, gypsum wall board, ceiling tiles, and window glazing.

After the category of building material is assessed, the condition is determined. Materials are divided into two condition categories: friable and non-friable. This describes the materials potential to release asbestos fibers. 17.74.352 defines friable asbestos containing materials as any material containing more than 1% asbestos applied on ceilings, walls, structural members, piping, ducting, or any other part of a structure which when dry may be crumbled, pulverized, or reduced to powder by hand pressure. This also includes non-friable material that may become damaged through such actions as sawing, grinding, abrading or chipping and may become friable and release fibers.

In accordance with state and EPA regulations, any material which test at less than 1% asbestos is not regulated by the state of Montana or the EPA. However, the State of Montana, by EPA reference, requires that any material less than 10% asbestos be confirmed by EPA 600 Method 400 or 1000 Point Count. [OSHA safety regulations still apply no matter the asbestos content.](#)

## **Scope of the Limited Inspection**

The scope of the inspection included only the roof of the facility. Inspected materials include all materials on the attached chain of custody and in the assumed and non-suspect material sections below.

## **Assumed Asbestos Materials**

No materials were assumed to asbestos containing. ACP regulations require any material without testing to be assumed to contain asbestos.

## **Non-Suspect Materials**

Non-suspect materials include non-composite wood, metal, and glass materials. If they are not listed on the attached chain of custody, and are not 100% wood, metal, or glass, they must be inspected further. Please contact Ingraham Environmental for more information on any materials not inspected.

## **Sampling of Suspect Materials**

Testing of the suspect materials that were not assumed to contain asbestos was completed in accordance with state and federal regulation on the date above by Marc Ingraham. These samples were sent to CEI Laboratories to be analyzed by Polarized Light Microscopy (PLM) EPA 600 Method. The report of those samples is attached.

Nine (9) samples were collected from the area of the survey. No materials tested positive for asbestos content.

**Please provide this report information to your contractor.**

***If they should discover a material that was not readily accessible to the inspector, or a material which is not indicated as inspected and sampled in this report, they need to contact IEI for further testing.***



## Summary & Recommendations

When evaluating the materials listed in the table below, please remember that all homogenous materials (materials with the same manufacturing period, with similar size, shape, texture, color and install date) must be considered in the same manner. *For example, an asbestos containing tile tested in one location in the building to greater than 1%. If this same tile is found in another area in the building, then it too must be considered asbestos containing.*

Summary information for the asbestos containing materials identified and general response action recommendations, based on the inspector's understanding that this facility is intended for renovation, are below.

The following asbestos laden materials were found in the structures. The table below summarizes the material(s):

<i>Samples</i>	<i>Material</i>	<i>Location</i>	<i>Current State</i>	<i>Response Action</i>
<b>No asbestos containing materials were discovered during the scope of this inspection. Please refer to the "Scope of Inspection" sampling to ensure that no materials are impacted that haven't been tested according to state and federal regulations.</b>				

### All Categories

Again, when evaluating the materials listed in the table above, please remember that all homogenous materials (materials with the same manufacturing period, with similar size, shape, texture, color and install date) must be considered in the same manner. *For example, an asbestos containing tile tested in one location in the building is found to be greater than 1%. If this same type of tile is found in another area in the building, then it too, must be considered asbestos containing.*

Until the time of renovation or abatement, avoid disturbing all asbestos materials. Properly inform all contractors and other employees of the risks associated with these materials. All waste must be properly disposed of according to state and federal regulations.

These recommendations are not intended to be used as removal specifications. It is the owner's responsibility to provide specific response action information to the proper regulatory agencies including the Montana DEQ. These specific regulated response actions should be completed by an accredited State of Montana Project Designer prior to any renovation project.

Non-regulated projects do not require notification or permitting but do require OSHA competent person(s) to oversee the work. It is also the responsibility of the owner to ensure compliance with all Federal and State regulations, statutes, rules, and codes.

***Please keep this inspection report on site for all renovation or demolition activities covered by this report. Non-regulated projects and renovation do not require notifications. However, demolitions and regulated abatements require DEQ Asbestos Control Program Notification which must be submitted 10 days in advance of the work being conducted. Please contact IEI for more information on completing the required notifications in a timely manner.***

## Conclusion

Marc Ingraham and Ingraham Environmental Inc. certify this inspection to be comprehensive and in substantial compliance with the requirements of NESHAP and State of Montana Regulations.

During the inspection process the inspector is required to assess the current condition of ACM and determine its potential for disturbance based on foreseeable renovation and/or demolition. There is no precise method to determine these factors. The inspector must rely on judgment and experience. When asked to predict and speculate future condition when determining the potential for disturbance, they will error on the side of public safety and shall choose the category that will provide the highest degree of protection from potential exposure to asbestos fibers. The provided recommendations and response actions are offered to provide the client with general guidelines on how to proceed with the scheduled renovations and/or demolition activities. This report is not intended to be used as a design document as is required for an asbestos removal project.

Marc Ingraham and Ingraham Environmental Inc. shall not be held responsible for information prepared by others, and for non-identification of asbestos containing materials which:

- Are not common to the construction industry
- Require destructive testing, extensive demolition, or disassembly of equipment to access
- Are in areas that were not safely accessible to the inspector.

Marc Ingraham and Ingraham Environmental Inc. shall not be held responsible for changed or differing site conditions which may have occurred since the performance of the inspection and shall not be held responsible for the client's use of this report in determining the renovation or demolition requirements to comply with state and federal regulations. Asbestos assessment and identification is representative of the day that the inspection was performed. Should you have any additional questions, concerns or clarifications on this report or the inspection, please feel free to contact our offices at your earliest convenience.

Respectfully,



Douglas Ingraham  
Ingraham Environmental Inc.

Ingraham Environmental Inc.  
 PO Box 545  
 Butte MT 59703-0545

Inspection Date: 3/3/23



1-406-723-7885 Fax 406-723-7886

Project:	<b>23105</b>	<b>Colstrip Medical Center</b>	
		6230 Main Colstrip MT	
No	Description	Asbestos Content	
1	Sheetrock	None Detected	
2	Sheetrock		
3	Sheetrock		
4	Tar Paper	None Detected	
5	Tar Paper		
6	Tar Paper		
7	Roof Asphalt	None Detected	
8	Roof Asphalt		
9	Roof Asphalt		

Ingraham Environmental Project Drawing

Project # 23105

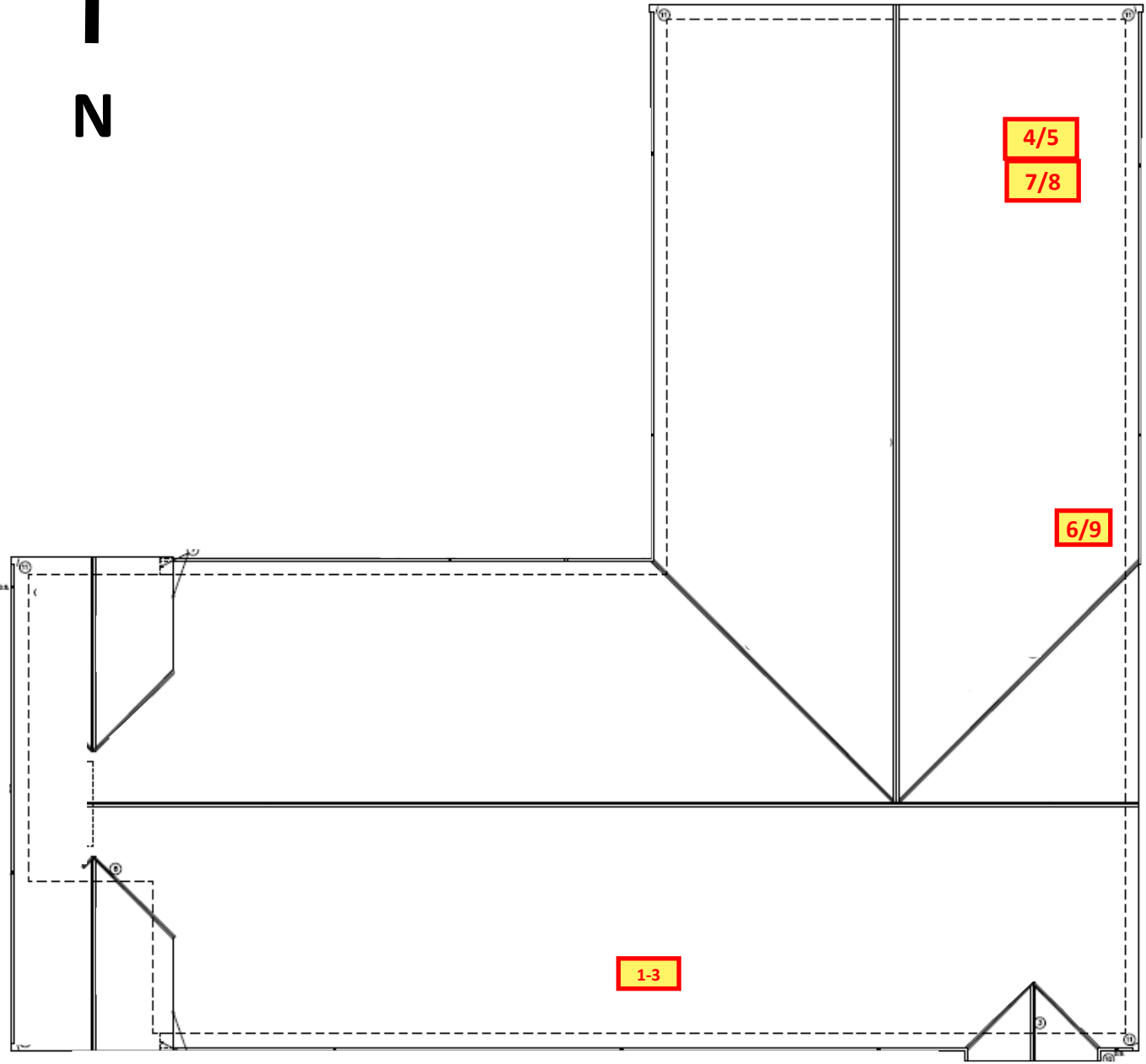
Colstrip Medical Center Roof

6230 Main St, Colstrip, MT

# \* Denotes Sample Location



N



March 13, 2023

Ingraham Environmental, Inc.  
PO Box 545  
Butte, MT 59703-0545

**CLIENT PROJECT:** Colstrip Medical Center, 23105  
**CEI LAB CODE:** B235280

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on March 8, 2023. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH  
Laboratory Director



CEI

---

# ASBESTOS ANALYTICAL REPORT

## By: Polarized Light Microscopy

Prepared for

**Ingraham Environmental, Inc.**

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CLIENT PROJECT: Colstrip Medical Center, 23105

LAB CODE: B235280

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 03/13/23

TOTAL SAMPLES ANALYZED: 9

# SAMPLES >1% ASBESTOS:



CEI

# Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

**PROJECT:** Colstrip Medical Center, 23105

**LAB CODE:** B235280

---

---

**METHOD:** EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		B235280.1	Gray,Brown	Sheetrock	None Detected
2		B235280.2	Gray,Brown	Sheetrock	None Detected
3		B235280.3	Gray,Brown	Sheetrock	None Detected
4		B235280.4	Black,Gray	Roof Asphalt	None Detected
5		B235280.5	Gray	Tar Paper	None Detected
6		B235280.6	Gray	Tar Paper	None Detected
7		B235280.7	Black,Gray	Roof Asphalt	None Detected
8		B235280.8	Black,Gray	Roof Asphalt	None Detected
9		B235280.9	Gray	Tar Paper	None Detected

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** Ingraham Environmental, Inc.  
 PO Box 545  
 Butte, MT 59703-0545

**Lab Code:** B235280  
**Date Received:** 03-08-23  
**Date Analyzed:** 03-13-23  
**Date Reported:** 03-13-23

**Project:** Colstrip Medical Center, 23105

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
1 B235280.1	Sheetrock	Heterogeneous Gray,Brown Fibrous Bound	20%	Cellulose	80%	Gypsum	None Detected
2 B235280.2	Sheetrock	Heterogeneous Gray,Brown Fibrous Bound	20%	Cellulose	80%	Gypsum	None Detected
3 B235280.3	Sheetrock	Heterogeneous Gray,Brown Fibrous Bound	20%	Cellulose	80%	Gypsum	None Detected
4 B235280.4	Roof Asphalt	Heterogeneous Black,Gray Fibrous Bound	20%	Fiberglass	50%	Tar 10% Gravel 20% Calc Carb	None Detected
Sample appears to be similar to Roof Asphalt samples, no tarpaper present.							
5 B235280.5	Tar Paper	Homogeneous Gray Fibrous Bound	80%	Cellulose	20%	Tar	None Detected
6 B235280.6	Tar Paper	Homogeneous Gray Fibrous Bound	80%	Cellulose	20%	Tar	None Detected
7 B235280.7	Roof Asphalt	Heterogeneous Black,Gray Fibrous Bound	20%	Fiberglass	50%	Tar 10% Gravel 20% Calc Carb	None Detected





CEI

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** Ingraham Environmental, Inc.  
PO Box 545  
Butte, MT 59703-0545

**Lab Code:** B235280  
**Date Received:** 03-08-23  
**Date Analyzed:** 03-13-23  
**Date Reported:** 03-13-23

**Project:** Colstrip Medical Center, 23105

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
8 B235280.8	Roof Asphalt	Heterogeneous	20%	Fiberglass	50%	Tar	None Detected
		Black, Gray			10%	Gravel	
		Fibrous			20%	Calc Carb	
		Bound					
9 B235280.9	Tar Paper	Homogeneous	80%	Cellulose	20%	Tar	None Detected
		Gray					
		Fibrous					
		Bound					

Sample appears to be similar to Tar Paper samples, no roof asphalt present.

---

**LEGEND:** Non-Anth = Non-Asbestiform Anthophyllite  
Non-Trem = Non-Asbestiform Tremolite  
Calc Carb = Calcium Carbonate

---

**METHOD:** EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

---

**REPORTING LIMIT:** <1% by visual estimation

---

**REPORTING LIMIT FOR POINT COUNTS:** 0.25% by 400 Points or 0.1% by 1,000 Points

---

**REGULATORY LIMIT:** >1% by weight

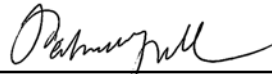
---

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

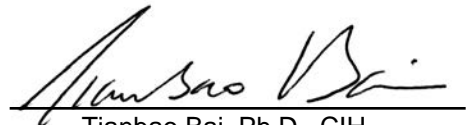
Information provided by customer includes customer sample ID and sample description.

**ANALYST:**



Patrick Yarnell

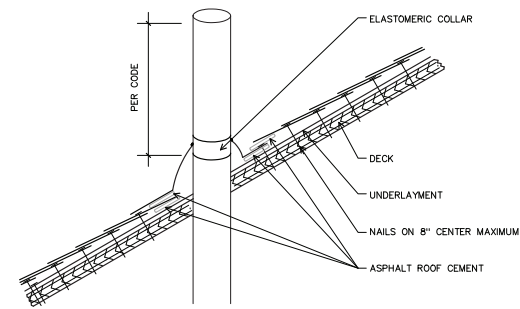
**APPROVED BY:**



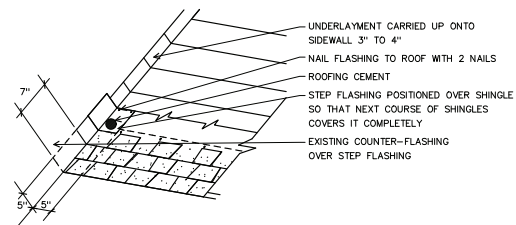
Tianbao Bai, Ph.D., CIH  
Laboratory Director



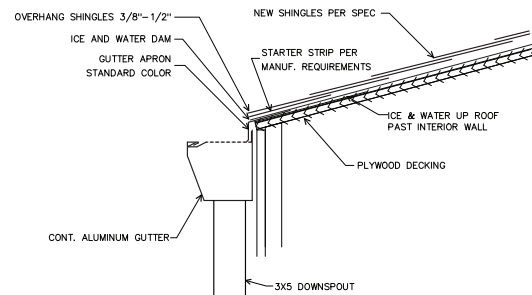
Scott Minyard



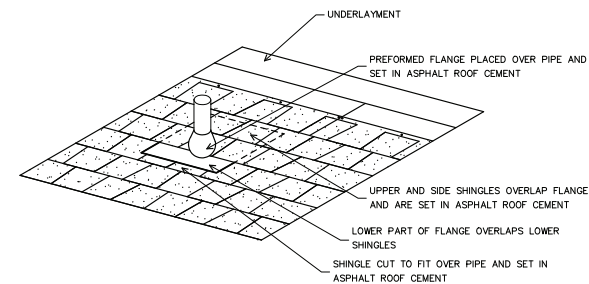
**2-Vent Shingles**  
2022037DET1 No Scale



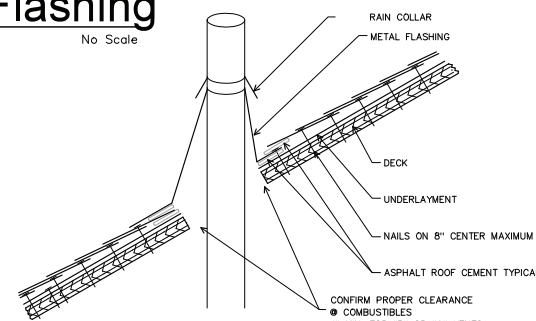
**4-Step Flashing**  
No Scale



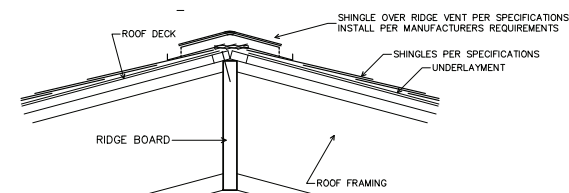
**6-Gutter Detail**  
1 1/2" = 1'-0"



**3-Vent Shingles**  
No Scale



**5-Hot Vent**  
No Scale



**9-Ridge Vent**  
2022037DET1 No Scale

**ROOF PLAN NOTES**

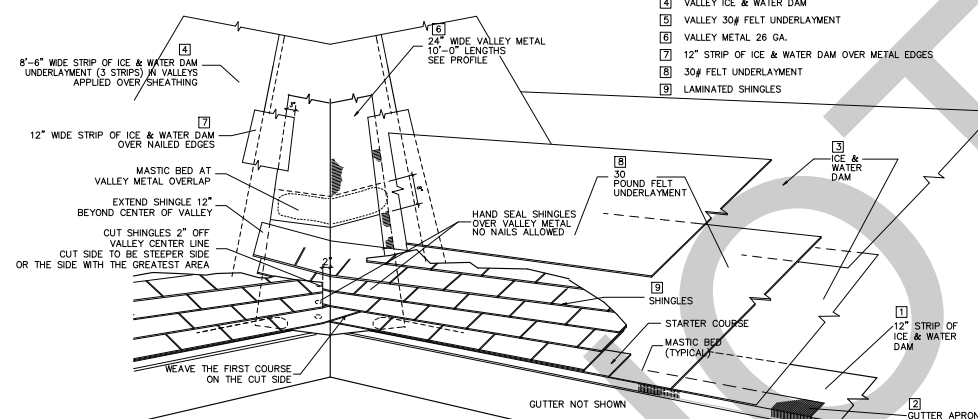
- ① EXISTING PLUMBING VENTS TO BE FLASHED W/NEW RUBBER & METAL BASES. SEE 2/A1.1 AND 3/A1.1 FOR VENT FLASHING DETAILS. NOTE: TYPICAL ALL VENTS.
- ② NOT USED
- ③ INSTALL NEW RIDGE VENT AND SHINGLES PER DETAIL 9/A1.1.
- ④ REMOVE AND REINSTALL ANTENNA MOUNTS AS REQUIRED TO INSTALL NEW SHINGLE SYSTEM.
- ⑤ REMOVE EXISTING SHINGLES, UNDERLAYMENT & GYP BOARD (WHERE SHOWN) DOWN TO PLYWOOD DECK. REMOVE ALL OLD FASTENERS, REPLACE ANY ROTTED, DAMAGED OR DELAMINATED PLYWOOD AS AN EXTRA. HAMMER DOWN PROTRUDING NAILS. BE CAREFUL NOT TO DAMAGE REUSABLE VENT FLASHING. APPLY NEW ROOF SYSTEM PER SPECIFICATIONS & DETAILS SHOWN.
- ⑥ FLASH HOT STACKS PER 5/A1.1. PROVIDE NEW METAL FLASHING AS REQD AND NEW VENT CAP.
- ⑦ STEP FLASH ALONG WALL PER DETAIL 4/A1.1. TRIM EXISTING SIDING UP 2" ABOVE FINISHED ROOF. SLIDE STEP FLASHING UNDER SIDING.
- ⑧ FLASH VALLEY PER DETAIL 8/A1.1 AND SPECIFICATIONS.
- ⑨ NOT USED
- ⑩ PROVIDE NEW GUTTER & DOWNSPOUT SYSTEM PER SPECIFICATIONS & DETAIL 6/A1.1. INSTALL NEW DOWNSPOUTS WHERE SHOWN ON PLANS. EXTEND LEADER TO CONCRETE EGDING.
- ⑪ REMOVE AND REINSTALL DIVERTER.
- ⑫ INSTALL NEW GUTTER SPLASH GUARD AT BOTTOM OF VALLEY.

(NOTES ARE GENERALLY TYPICAL)

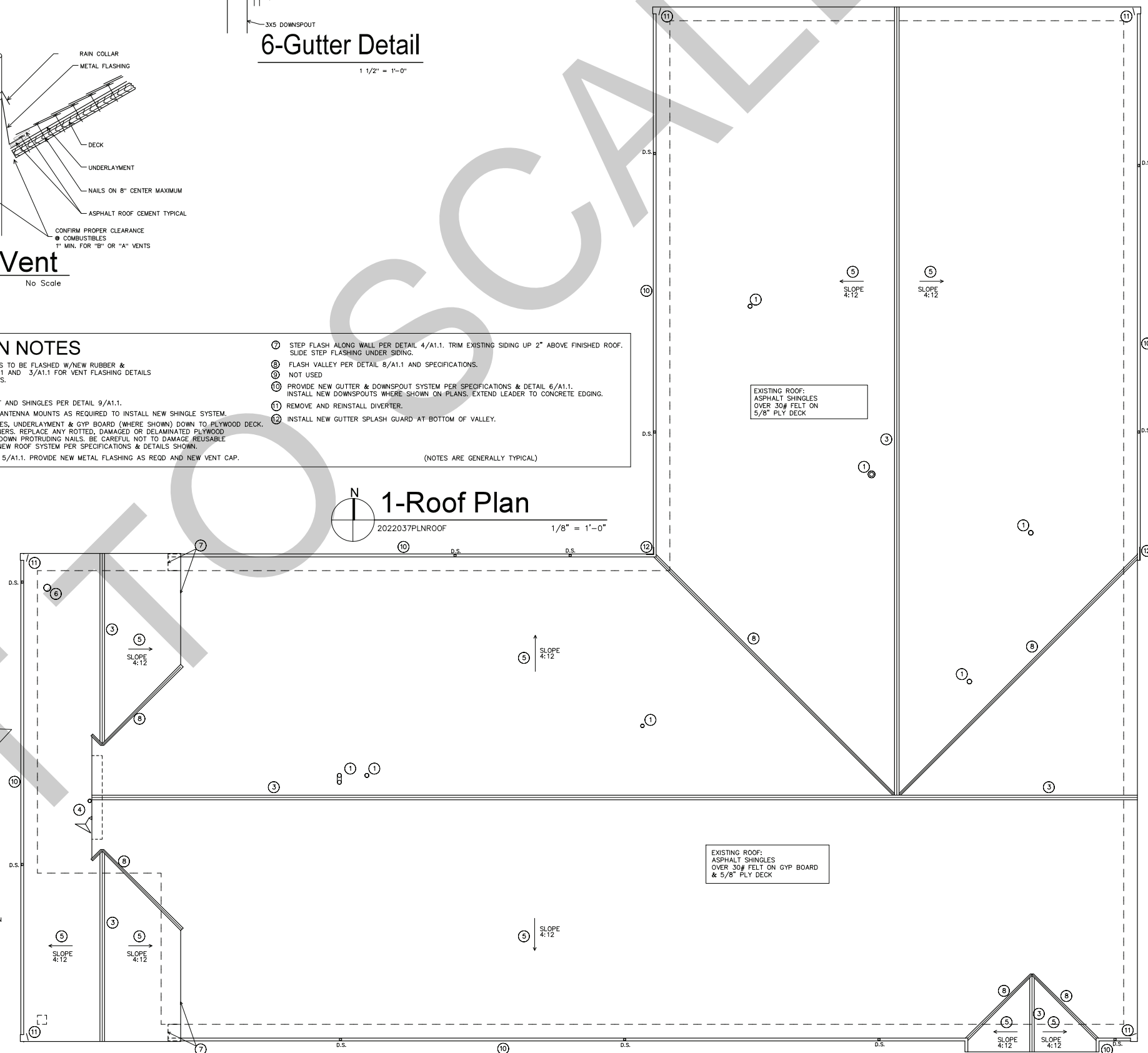
**1-Roof Plan**  
2022037PLNR00F 1/8" = 1'-0"

**SEQUENCE OF ROOFING MATERIALS**

- ① 12" STRIP OF ICE & WATER DAM AT EAVE
- ② METAL GUTTER APRON OR DRIP EDGE
- ③ ICE & WATER DAM
- ④ VALLEY ICE & WATER DAM
- ⑤ VALLEY 30# FELT UNDERLAYMENT
- ⑥ VALLEY METAL 26 GA.
- ⑦ 12" STRIP OF ICE & WATER DAM OVER METAL EDGES
- ⑧ 30# FELT UNDERLAYMENT
- ⑨ LAMINATED SHINGLES



**8-Valley & Eave Flashing**  
2022037DETVAL NO SCALE



# **Applicant 0989-Hysham Public Schools**

The applicant is requesting \$40,122 of a total project cost of \$110,122 in Coal Board funds to prepare a Preliminary Architectural Report (PAR). The request to the Board is 36% of the total project cost. The applicant is a designated unit.

**Problem:**

The objective of the PAR initiative is to address settlement issues affecting approximately half of the school facility buildings. The campus comprises structures from different construction periods. The needs will be assessed according to the study performed and then remediation strategies will be devised.

**Proposed Solution:**

The proposed study will devise effective, feasible and cost-conscious solutions to mitigate the structural issues of the school facilities.

<b>PROJECT BUDGET</b>					
<b>ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>SOURCE: Coal Board Grant</b>	<b>SOURCE: School District</b>	<b>SOURCE: CDBG Planning</b>	<b>SOURCE:</b>	<b>TOTAL:</b>
Grant Administration	*	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Professional Services	\$	\$5,425	\$	\$	\$5,425
<b><u>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</u></b>	\$	\$5,425	\$	\$	\$5,425
<b>ACTIVITY COSTS:</b>					
Construction	\$	\$	\$	\$	\$
Architectural/Engineering Design PER and Design and Permitting	\$40,122	\$14,575	\$50,000	\$	\$104,697
Equipment	\$	\$	\$	\$	\$
Construction Inspection	\$	\$	\$	\$	\$
Project Management	\$	\$			\$
Contingency	\$	\$	\$	\$	\$
<b>TOTAL ACTIVITY COSTS</b>	\$40,122	\$14,575	\$50,000	\$	\$ 104,697
<b>TOTAL PROJECT COSTS</b>	\$40,122	\$20,000	\$50,000	\$	\$ 110,122

# Coal Board Grant Applicant #0989 Hysham Public Schools Staff Report / June 2024 Meeting

Applicant: Hysham Public Schools

Project: Preparation of a Preliminary Architectural Report (PAR)

Coal Board Funds Requested: \$40,122.00

Total Project Cost: \$110,122.00

## I. General Project Information

### A. Eligibility:

- The applicant is a local government, which is eligible according to 90-6-205(4), MCA.
- The project would assist the applicant in providing updates to a public school building, which is eligible according to 90-6-205(5), MCA and 8.101.302, ARM.
- The following citation authorizes the applicant to make expenditures to provide for the proposed school service or facility:
  - School improvements: Title 20

### B. Application Items:

- The Coal Board Application form was complete.
- No PAR/PER or technical memo was required.

### C. Applicant is a designated unit according to 90-6-207, MCA.

### D. Location of applicant:

- The applicant lists Talen Energy, Western Energy Company's Rosebud Coal Mine, Peabody Group's Big Sky Coal Mine, and Rosebud Power Plant as the nearest coal development area or coal-using energy complexes. These are all located in or near the City of Colstrip, which is 50 miles from the Town of Hysham.
- The applicant is located in the southeastern area of the state and is the Treasure County seat.

### E. Grant funding history:

- The applicant has not been awarded Coal Board funds since 2009, based on historical information available in the Commerce projects database.

## II. Coal Board Statutory Criteria (90-6-206, MCA) *For the following, provide bulleted analysis of the project against the criteria based on facts in the application.*

### A. Need: *Explain how the assistance that is required to eliminate or reduce a direct and obvious threat to the public health, safety, or welfare has been caused as a direct result of coal development or decline (Coal Board Application and Guidelines, p. 15).*

- The applicant demonstrated there is a need for a Preliminary Architectural Report (PAR) for the community public facility due to age, visible settling and code upgrades.
- Although no serious public health or safety problems have occurred yet, the deficiencies in the public buildings can occur if the issues are not addressed promptly.

- The applicant states that this is the only public school in Treasure County and therefore affects the entire county and all residents, since public events are often held here.
  - There is discussion in the application that the school's current condition violates state and federal health and safety standards, notably in structural integrity and American with Disabilities Act (ADA) accessibility.
- B. Severity of Impact: *Explain why the proposed project or governmental services or facilities “are 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” (Coal Board Application and Guidelines, p. 16).*
- The Town of Hysham has encountered a 4% decrease in population in recent years due to the negative perception of the future of mining and the coal industry, which has decreased by 33%.
  - The applicant has seen an increase in enrollment due to previously home-schooled students moving into the public school and a few younger families with children moving into the area.
  - Coal-related declines in population, economic activity and funding availability have caused the need for external funding sources for this project.
- C. Availability of funds: *What amount of funds is available in light of the total request submitted (Coal Board Application and Guidelines, p. 17).*
- Revenues and appropriation from the legislature related to the Coal Natural Resource account are currently \$919,402.00. Total requested grants for this meeting are \$553,722.00.
- D. Degree of local effort: *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 (Coal Board Application and Guidelines, p. 17).*
- The applicant is asking for 36% of this project to be funded by a Coal Board grant.
  - The current millage rate from the application is \$159.09, listed for 2023-2024, which is higher than the average rates from the previous three years, \$152.74 (2022-2023: \$151.19, 2021-2022: \$155.42, 2020-2021: \$151.61). All information collected from the application.
  - Based on the most recent audit submitted (2021), Commerce staff identified no concerns related to financial management.
- E. Planning and Management: *90-6-207(5), MCA requires the Coal Board to give attention “to the need for community planning before the full impact of coal development or decline is realized. Applicants should be able to show how the request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems.” Therefore, pursuant to Sub-Chapter 3 of the Administrative Rules of Montana, planning is an additional criterion the Coal Board will apply when judging applications. (Coal Board Application and Guidelines, p. 20).*
- Applicant states that this project is consistent with both their Comprehensive Economic Development Plan, and the Infrastructure Needs List that is maintained by Southeastern Montana Development Corporation.
  - This proposed project at Hysham Public School is consistent with current plans for community development and infrastructure improvement in Hysham. By addressing critical safety and accessibility needs within the educational system, the project



contributes to the long-term viability and resilience of the community, aligning with strategic priorities outlined in various planning documents.

- Planning staff recommend the development of a Capital Improvements Plan (CIP) to help with the prioritization of projects. They also recommend the development of a Growth Policy to help with the fluctuation of growth currently affecting the entire state of Montana.

### **III. Staff Summary**

Commerce staff recommends funding because the application was complete and meets required statutory criteria. However, the applicant is encouraged to develop a Capital Improvements Plan (CIP) and a Growth Policy.

**Appendix A: Coal Board Application**  
**THE COAL IMPACT GRANT APPLICATION FORM SUBMITTED BY**  
**HYSHAM PUBLIC SCHOOLS**

**CERTIFICATION**

The chief elected official or executive officer of the applicant must sign the application certifying that to the best of the official's knowledge and belief, the information provided in the application and the attached documents is true and correct.

The chief elected official or executive officer of the applicant must also certify that, in accordance with Section 90-6-205, MCA, the applicant is eligible for a Coal Impact Grant and has the authority to administer and make expenditures to provide for the proposed service or facility.

**CERTIFICATION**

To the best of my knowledge and belief, the information provided in this application and in the attached documents is true and correct.

In accordance with Section 90-6-205, MCA, the applicant is eligible for Coal Board grants and has the statutory authority to make expenditures to provide for the particular service or facility.

Name: Willie Thibault

Title: Superintendent

Signature: 

Date: 4-26-24

## **SUMMARY INFORMATION**

1. NAME OF APPLICANT(S):  
Hysham Public Schools
  
2. TYPE OF ENTITY:  
Local Governmental Unit – School District
  
3. SENATE AND HOUSE DISTRICTS:  
SD 20  
HD 39
  
4. AMOUNT OF COAL IMPACT GRANT REQUESTED:  
\$40,122.00
  
5. NAME OF PROJECT:  
Hysham Public School Preliminary Architectural Report (PAR)
  
6. TYPE OF PROJECT:  
Public Facility Project
  
7. POPULATION SERVED BY PROJECT:  
Town of Hysham – 268 (2020 Census Data)
  
8. NUMBER OF HOUSEHOLDS SERVED BY PROJECT:  
135
  
9. CHIEF ELECTED OFFICIAL  
Willie Thibault  
Hysham Public School  
PO Box 272  
Hysham, MT 59038  
PH 406-342-5357  
[wthibault@hyshamschools.com](mailto:wthibault@hyshamschools.com)

10. PRIMARY ENTITY CONTACT PERSON:

Bob Keele  
Hysham Public School  
PO Box 272  
Hysham, MT 59038  
PH 406-342-5357  
[bkeele@hyshamschools.com](mailto:bkeele@hyshamschools.com)

11. OTHER CONTACT PERSONS:

Robin Weinmeister  
Hysham Public School  
PO Box 272  
Hysham, MT 59038  
PH 406-342-5357  
[rweinmeister@hyshamschools.com](mailto:rweinmeister@hyshamschools.com)

12. MILLAGE RATES:

2023-2024 Total Mills Levied =	159.09	Mill Value = \$5,193.03
2022-2023 Total Mills Levied =	151.19	Mill Value = \$5,263.77
2021 -2022 Total Mills Levied =	155.42	Mill Value = \$5408.28
2020 -2021 Total Mills Levied =	151.61	Mill Value = \$5,484.50

13. IMPACTS FROM COALINDUSTRY:

Western Energy Coal Mine, Colstrip, MT  
Power Plant, Colstrip, MT  
Rosebud Power Plant, Colstrip, MT

A total of 591 employees at the above – six employees reside in the 59038-zip code which is Hysham. Hysham is just 50 miles from Colstrip, approximately 45 minutes to drive and is an easy commuting distance.

The four-unit Colstrip power plant located in Colstrip; MT was the second largest coal fired power plant west of the Mississippi River. Recently, two of the power generation units were shut down. The negative stigma surrounding the contraction of the coal industry has caused a decrease in population in the Town of Hysham as there were previously more employees from this community employed in Colstrip.

14. MAPS:

See attached **Exhibit A** for a map showing the location of Hysham, MT

15. BRIEF PROJECT SUMMARY:

The objective of this PAR/PER initiative is to address settlement issues affecting approximately half of the school facility buildings. The campus comprises structures from different construction periods:

- High School Gymnasium and locker rooms, dating back to the 1930s, exhibit structural integrity without visible settling. Minimal ADA compliance upgrades are required.
- The High School Addition, built in 1968, shows no signs of settling but requires ADA code compliant enhancements.
- The Elementary Addition, completed in 1983, experiences significant settlement issues, evidenced by recent fissures in wall finishes and ceiling tiles. Substantial floor settling has led to structural irregularities, necessitating modifications to exit doors for functionality. ADA code compliance is also a concern.

The movement's causes and impacts on the structural system must be comprehensively understood before devising remediation strategies. Common factors include surface water affecting soil moisture content and

broken utility lines beneath the floor slab.

The structural assessment process involves:

- Determining soil composition through destructive soil sampling.
- Visual inspection and assessment of structural elements.
- Measurement and monitoring of building movement using hydrostatic level cells.
- The evaluation process engages key professionals:

Architect:

- Producing electronic site plans for data collection.
- Conducting visual inspections and documenting settling indications.
- Evaluating building conditions and coordinating team reports.
- Proposing solutions based on findings and providing cost estimates.

Structural Engineer:

- Reviewing original structural designs to understand soil management methods.
- Collaborating with geotechnical experts to analyze distress causes and propose remedies.
- Presenting multiple solution options with pros and cons.
- Supplying necessary structural documentation.

Surveyor:

- Establishing exterior and interior elevations for movement baseline.
- Monitoring hydrostatic cells to track ongoing movement.
- Assisting geotechnical investigations for soil testing.

This collaborative effort aims to devise effective, feasible, and cost-conscious solutions to mitigate structural settlement issues, ensuring the long-term stability and safety of the school facilities.

16. PROJECT BUDGET AND IMPLEMENTATION SCHEDULE:

<b><u>PROJECT BUDGET</u></b>					
Completed by: <u>Angela Mendoza</u>		For: <u>Hysham Public Schools</u>		Date: <u>04/16/2024</u>	
ADMINISTRATIVE/ FINANCIAL COSTS	SOURCE: Coal Board Grant	SOURCE: School District	SOURCE: CDBG Planning	SOURCE:	TOTAL:
Grant Administration	*	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Professional Services	\$	\$5,425	\$	\$	\$5,425
<b><u>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</u></b>	\$	\$5,425	\$	\$	\$5,425
<b>ACTIVITY COSTS:</b>					
Construction	\$	\$	\$	\$	\$
Architectural/Engineering Design PER and Design and Permitting	\$40,122	\$14,575	\$50,000	\$	\$104,697
Equipment	\$	\$	\$	\$	\$
Construction Inspection	\$	\$	\$	\$	\$
Project Management	\$	\$			\$
Contingency	\$	\$	\$	\$	\$
<b>TOTAL ACTIVITY COSTS</b>	\$40,122	\$14,575	\$50,000	\$	\$ 104,697
<b>TOTAL PROJECT COSTS</b>	\$40,122	\$20,000	\$50,000	\$	\$ 110,122

**A. Project Budget Narrative:**

Include a narrative justification for the specific proposed project construction activities and related administrative/ financial costs. Explain the cost estimates for each item in the proposed budget in the narrative.

The Hysham School Buildings were originally constructed as three separate structures. The most recent addition, the Elementary wing, was completed in 1983, with construction documents drawn by hand. However, modern standards and regulations typically require electronic submission of construction documents for building permits.

Transitioning to electronic documents in the permit process offers numerous benefits, including enhanced workflow efficiency, reduced printing costs, elimination of archiving expenses, and fewer trips to the building department for contractors' representatives.

The Electronic File Development phase involves several key steps:

1. Reviewing all existing documents related to the facility.
2. Conducting measurements to document any movement in the building's locations.
3. Inputting the information into computer-aided design (CAD) software to create electronic building plans.
4. Building a 3D model of the structure to accurately represent its current, "As-Built" conditions.
5. Utilizing this electronic set of plans for the investigative and design team's use.
6. Using the electronic plans to generate final documentation for the PAR, identifying any deviations between the existing drawings and the actual building conditions.

By creating comprehensive electronic files and 3D models, the project team aims to streamline the investigation and design process, ensure accuracy in documentation, and facilitate effective communication among stakeholders.

**Professional Service**

**\$5,425**

Hysham School Buildings were constructed as three distinct buildings. The last addition, the Elementary wing, was built in 1983, with hand drawn construction documents. Most, if not all authorities having jurisdiction regarding review of construction documents for bidding, require electronic submittal for building permits. Utilization of electronic documents in the building permit process provides opportunities for cost savings for all parties through improved workflow efficiency, reduced printing costs, eliminating archiving costs, reducing shredding cost and fewer trips by the contractor's representative to the building department.

Electronic File Development will consist of reviewing all old documents of the facility, measuring the existing building locations of movement, and the electronic file input (CAD) of the building into the computer. We plan on building this file as a 3D model, to As-Built conditions, to be utilized by the investigative and design team. This electronic set of plans will be used for the final PAR documentation and locate deviations between existing drawings and the building.

**Engineering Planning/Design**

**\$104,697**

*Facility Evaluation (\$48,277):*

Architectural: The team will document visible signs of movement, review the building envelope, and identify any deviations from the original construction documents. This comprehensive analysis will assess horizontal movement of walls, slabs, and roof-to-wall connections to evaluate the structural integrity.

Surveying: Utilizing a Trimble X7 laser scanner along with conventional control traverse and leveling methods, the team will establish three semi-permanent monitoring control points outside the building perimeter.

These points will facilitate ongoing monitoring surveys to track any changes or movement in the building over time.

Geotechnical: Borings will be drilled both outside and within the building to depths of approximately 20 feet. The number, locations, and depths of borings will be determined during field investigations, considering areas of severe settlement. Standard industry procedures will be followed to collect soil samples, with a focus on observing groundwater levels during and after drilling. Laboratory testing will assess soil properties such as classification, reactivity, and consolidation.

Structural Engineering: Visual inspection and document review will inform an understanding of the original structural design's approach to weak and compressible soils. Collaborating with the geotechnical firm, site conditions will be evaluated to develop a remediation plan based on observed distress and movement.

*Condition Report PER/PAR (\$56,420):*

Architectural: The report will involve staff and community interviews, documentation organization for the PAR, preparation of design options and cost estimates, completion of environmental checklists, and submission of documentation for preliminary review by relevant stakeholders. Final PAR documents will be revised as necessary, with schematic design solutions developed as applicable.

Surveying: A PDF exhibit of the floor plan will depict floor levelness via contours, spot elevations, and/or color-coded visualizations. The plan will highlight areas of significant cracking and other key features. The 3D point cloud from the survey will be available for future monitoring or analysis.

Geotechnical: Results from field and laboratory programs will be evaluated by a licensed geotechnical engineer to prepare an engineering report. This report will include boring location plans, computer-generated logs, soil condition summaries, groundwater observations, laboratory data, and recommendations for slab repairs and replacements.

Structural Engineering: Analysis of geotechnical testing reports will inform the proposal of multiple solutions to address settlement issues. Necessary drawings, reports, and documents will be provided to support the proposed solutions and guide the school district in decision-making for the project.



**B. Implementation Schedule:**

Each applicant must submit an implementation schedule that describes the overall schedule for project completion.

<b><u>IMPLEMENTATION SCHEDULE FOR TOWN OF HYSHAM</u></b>												
<b>TASK</b>	<b>QUARTERS 2024</b>				<b>QUARTERS 2025</b>				<b>QUARTERS 2026</b>			
	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>
<b><u>PROJECT START-UP</u></b>												
<b>A.</b> Sign contract with Coal Board			X									
<b>B.</b> Secure approval of other funding			X									
<b>C.</b> Submit progress reports and drawdown requests. (Progress reports quarterly if no draws submitted)			X	X	X							
<b><u>PROJECT CONSTRUCTION</u></b>												
<b>A.</b> Preparation of PAR			X	X	X							
<b>B.</b> Completion of Design												
<b>C.</b> Bidding Process												
<b>C.</b> Construction												
<b>D.</b> Final Inspection												
<b><u>PROJECT CLOSE-OUT</u></b>												
<b>A.</b> Coal Board administrative staff conduct on-site monitoring of the project					X							
<b>B.</b> Submit project completion report.					X							

## 17. DESCRIPTION OF RELATIONSHIP TO COAL BOARD STATUTORY GRANT CRITERIA

The Coal Board does base its awards on the following four statutory criteria (90-6-206, MCA). In addition, State law (90-6-207(5), MCA) that requires attention be given to the need for community planning before the full impact of coal development or decline is realized.

### A. Need

**Explain how the assistance that 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?" (90-6-206, MCA)**

- I. *Does a serious deficiency exist in a basic or necessary community public facility or service? Examples include emergency services such as police, fire, or ambulance services. Describe the nature and frequency of occurrence and provide supporting documentation.*

The school's basic or necessary community public facility has a severe deficiency. The deficiencies include non-compliance with ADA accessibility standards and structural integrity issues. These deficiencies pose significant risks to the safety and well-being of students, staff, and visitors and leave the school open to the threat of accidents and resulting lawsuits.

#### *ADA Non-Compliance:*

The school's failure to meet ADA accessibility standards means that individuals with disabilities may face barriers in accessing educational facilities and services. This includes but is not limited to:

#### *Inadequate wheelchair ramps or accessibility ramps.*

- Lack of accessible entrances, corridors, and restrooms.
- Absence of appropriate signage or accommodation for individuals with visual or hearing impairments.
- Challenges in navigating the facility independently impact the inclusivity and accessibility of the educational environment.

#### *Structural Integrity Issues:*

- The structural deficiencies within the school pose significant safety risks to occupants. These issues may include:
  - Visible signs of movement, such as cracks in walls, floors, or ceilings.
  - Settlement or shifting of building components, indicating potential foundation problems.
  - Compromised structural stability, increasing the likelihood of collapse or failure during seismic events or other emergencies.
  - Potential hazards posed by deteriorating building materials or inadequate maintenance practices.

The frequency of occurrence of these deficiencies may vary depending on factors such as building age, environmental conditions, and maintenance practices. However, their impact on the safety and functionality of the school is significant and ongoing.

### **Supporting Documentation:**

**Architectural and Engineering Reports:** These reports would detail the specific ADA non-compliance issues and structural deficiencies identified within the school building. They may include visual inspections, measurements, and analyses conducted by qualified professionals.

**ADA Compliance Checklist:** Documentation highlighting areas of non-compliance with ADA accessibility standards, such as missing ramps, narrow doorways, or inaccessible restrooms.

**Structural Assessment Reports:** Reports outlining the observed signs of structural distress, including cracks, settlement, or other indicators of instability. These reports may also include recommendations for remediation or repair.

Overall, the combination of ADA non-compliance and structural deficiencies demonstrates a serious deficiency in the school's ability to provide a safe and accessible learning environment for students and staff, thus highlighting the urgent need for remediation and improvement efforts.

2. *Have serious public health or safety problems that are clearly attributable to a deficiency occurred, or are they likely to occur, such as illness, disease outbreak, substantial property loss, environmental pollution, safety problems, hazards, or health risks? Describe the nature and frequency of occurrence and provide supporting documentation.*

Yes, serious public health and safety problems attributable to deficiencies can occur if the issues are not addressed promptly. These deficiencies pose risks of injury, property damage, and environmental hazards, affecting the well-being of students, staff, and visitors such as:

*Structural Safety Hazards:*

- Structural deficiencies, such as cracks in walls, floors, or ceilings, indicate potential instability and pose risks of collapse or failure during emergencies.
- Settlement or shifting of building components, including foundations, increases the likelihood of structural failure, especially during seismic events.

These hazards pose an ongoing risk to occupants and may occur with greater frequency if left unaddressed, particularly as the building ages and deteriorates.

*ADA Non-Compliance:*

- Inadequate accessibility features, such as missing or non-compliant wheelchair ramps, narrow doorways, and inaccessible restrooms, pose risks of injury or impediments to evacuation during emergencies.
- Lack of proper signage or accommodations for individuals with disabilities may hinder navigation and evacuation procedures, exacerbating safety concerns.

Failure to address these deficiencies increases the likelihood of accidents, injuries, or delays in emergency response times, putting individuals at risk.

*Supporting Documentation:*

**Building Inspection Reports:** Reports conducted by qualified inspectors identifying structural deficiencies and ADA non-compliance issues provide documented evidence of safety hazards within the school building.

**Emergency Preparedness Plans:** Assessment of emergency response plans may reveal shortcomings in addressing the specific challenges posed by structural hazards and ADA deficiencies, underscoring the need for corrective action.

Overall, safety hazards associated with structural deficiencies and ADA non-compliance demonstrate the urgent need for remediation measures to mitigate risks and ensure a safe learning environment for all occupants. Failure to address these deficiencies promptly increases the likelihood of future incidents and exacerbates the potential for serious harm to individuals and property.

3. *Is the entire community, or a substantial percentage of the residents of the community, seriously affected by the deficiency or at risk, as opposed to a small percentage of the residents? Describe the number or percentage of community residents affected by the problem.*

This is the only public school in Treasure County, and thus, any resident who has, had, or is related to a school-age child, works at the school, or attends events at the school is impacted.

4. *Is there clear documentation that the current condition of the public facility or service (or lack of a facility or service) violates, or may potentially violate, a state or federal health or safety standard. If*

yes, describe the standard being violated. If the proposed project is necessary to comply with a court order or a state or federal agency directive, describe the directive and attach a copy of it.

Clear documentation confirms that the school's current condition violates state and federal health and safety standards, notably in structural integrity and ADA accessibility. Visible signs of movement, cracks, and settlement within the building demonstrate non-compliance with structural safety regulations, posing risks of collapse or failure during emergencies. Furthermore, the absence of ADA-compliant features, including accessible entrances, corridors, and restrooms, infringes upon federal standards outlined in the Americans with Disabilities Act (ADA), hindering equal access to educational facilities for individuals with disabilities. The necessity for the proposed project is underscored by potential legal obligations, such as court orders or directives from state or federal agencies, mandating remediation to address these violations and ensure compliance with regulatory requirements.

5. *Does the standard that is being violated, or potentially may be violated; represent a significant threat or potential threat to public health or safety?*

Yes, the standards being violated or potentially violated represent a significant threat or potential threat to public health and safety. Structural deficiencies, such as signs of movement, cracks, and settlement within the school building, pose immediate risks of collapse or failure during emergencies, endangering the safety of students, staff, and visitors. Additionally, the lack of ADA-compliant features, including accessible entrances, corridors, and restrooms, presents obstacles to individuals with disabilities, potentially impeding their ability to evacuate safely during emergencies. These violations not only compromise the physical safety of occupants but also hinder their access to essential educational facilities and services, thereby exacerbating the overall threat to public health and safety. Therefore, addressing these violations is critical to mitigating the risks and ensuring a safe and inclusive learning environment for all community members.

6. Additional information supporting the NEED for this project.

**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**

Explain why the proposed project or governmental services or facilities "are 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" (90-6-205(4)(a), MCA).

*1. Describe why the need for the expansion or improvement to the public facility or public service is attributable to coal-related impacts. Additionally, please provide the percentage of the project that is a result of coal impacts.*

The need for repairs to the public facility in Hysham, specifically the school project, is attributable to coal-related impacts in several ways. Firstly, the negative perception of the future of coal has caused families to leave the area, further contributing to the decline in population and economic activity. According to World Population Review (2024), in 2020, Hysham's population was 274; in 2023, the census recorded 263, a decrease of 4%. Additionally, Data USA (2021) notes that employment in Hysham in the mining, quarrying, & oil & gas extraction has a negative 33.3% growth rate. Additionally, student enrollment has increased due to several previously home-schooled students moving into the public school and a few younger families with children moving into the area. As a result, the school district faces increased risk to more youth and families while facing financial challenges in addressing critical safety and accessibility issues without additional funding support. While Hysham Public Schools does not directly receive tax revenue from coal gross proceeds tax, the indirect impacts of coal-related declines in population, economic activity, and funding availability

have necessitated the need for external funding sources, such as coal impact grants, to make the school project feasible and affordable. With area F planned for mining soon; this will also impact Hysham and Treasure County (see exhibit B). The project costs can be attributed to coal impacts, as evidenced by the decline in population and associated economic challenges the community faces. Second, the reduction in coal consumption nationwide is evident as the Silverthorn wind farm project, owned and operated by Patten Energy and Talen Energy, is expected to be constructed in 2025. The wind farm is being constructed as Talen Energy reduces its carbon profile and leverages coal with renewables. The project is anticipated to bring 450 – 600 construction jobs with 12-20 full-time workers to Treasure County, creating a more significant burden on the school's infrastructure.

2. *Name the nearest coal development area or coal-using energy complex to your community and the road miles from your community.*

A. Talen Energy's two-unit 1,400 MW power station located within the City of Colstrip which is 50 miles from Hysham.

B. Western Energy Company's (WECO) Rosebud coal mine produces approximately 8 million tons of coal has 25,000 acres adjacent to the City of Colstrip which is 50 miles from Hysham.

C. Peabody Group's Big Sky Coal Mine located just six miles south of Colstrip (50 miles from Hysham) closed in 2004-05 and was listed as one of Rosebud County's top 10 private employers in 1997.

D. Rosebud Power Generation Station is north of Colstrip (50 miles from Hysham) within seven miles of the city limits.

3. Additional information supporting the 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**

1. Amount requested from the Coal Board: \$40,122
2. Amount of Coal Board funds available at the time of application \$\_\_\_\_\_ (#2 will be completed by Coal Board staff)
3. *Explain why a coal impact grant is necessary to make the project feasible and affordable.*

For several reasons, a coal impact grant is necessary to make the project feasible and affordable. Firstly, addressing the structural deficiencies and ADA non-compliance issues for Hysham Public Schools requires significant financial resources, which are not readily available through the school's regular budget. The grant would provide essential funding to cover the costs associated with the PAR to gain insight into structural repairs, renovations, and accessibility upgrades, ensuring that the project can proceed without imposing a significant financial burden on the school district or local taxpayers.

Additionally, coal impact grants are specifically designed to support communities impacted by the coal industry's decline. As such, they represent a vital funding source for infrastructure projects that promote economic development, job creation, and community revitalization in coal-impacted areas. By securing a coal impact grant for the project, the community can leverage these funds to not only address critical safety and accessibility issues but also stimulate local economic growth and enhance overall community well-being.

Furthermore, without the support of a coal impact grant, the project may be delayed or scaled back, leaving the school vulnerable to ongoing safety risks and ADA compliance challenges. By investing in the project through a coal impact grant, the community can ensure that Hysham Public Schools can take the steps necessary to remain a safe, accessible, and inclusive learning environment for all students, staff, and visitors, thereby safeguarding the public health and well-being of the entire community. Therefore, securing a coal impact grant is essential to making the project feasible, affordable, and ultimately successful in achieving its objectives.

4. *What are the other proposed funding sources for the project?*

<b><u>FUNDING SOURCES SUMMARY FOR HYSHAM PUBLIC SCHOOLS</u></b>				
<b>Source</b>	<b>Type of Fund</b>	<b>Amount</b>	<b>Status of Commitment</b>	<b>Loan Rates &amp; Terms</b>
Coal Board	Grant	\$40,122	Pending	N/A
CDBG	Match	\$50,000	Pending	N/A
Hysham Public Schools	Cash	\$20,000	Committed	N/A

5. *If a particular proposed source of funding is not obtained, how will the applicant proceed?*

Other funding avenues would have to be investigated as it is not feasible at this time for the Hysham Public Schools to make the entire investment on their own.

**D. Degree of Local Effort in Meeting Needs**

1. *If the current millage rates given are lower than the average rates levied during the previous three years, briefly explain why they are lower.*

Current mills levied are higher than the average of the previous three years. The average of the three previous years is \$152.74, and today's mills levied are \$159.09.

2023-2024 Total Mills Levied =	159.09	Mill Value =	\$5,193.03
2022-2023 Total Mills Levied =	151.19	Mill Value =	\$5,263.77
2021 -2022 Total Mills Levied =	155.42	Mill Value =	\$5408.28
2020 -2021 Total Mills Levied =	151.61	Mill Value =	\$5,484.50

2. Describe any local efforts to meet the public facility or public service needs by providing financial contributions to the project to the extent possible, such as local funding, donations of land, absorbing some or all-administrative costs. For non-profit organizations, describe fund- raising efforts or other in-kind assistance to the proposed project as well as usual program fund-raising efforts.

The school district will provide match of \$20,000.00 from the building reserves fund.

3. Describe past operation and maintenance budgets and practices over the long-term, including any reserves for repair and replacement.

The school district budgets approximately \$208,275 a year for operation and maintenance costs. There are also currently \$151,496.00 in building reserves.

4. If there are indications that the problem is not of recent origin or has developed because of inadequate operation and maintenance practices in the past, explain the circumstances and describe the actions that management will take in the future to assure that the problem will not reoccur.

The building is maintained regularly, the issues arise from age and environmental factors.

5. If the project involves water, wastewater, or solid waste, provide the current and projected monthly household user charges, including operation and maintenance: N/A

6. What are your current debt obligations?

List current debt obligations. If the applicant is a water, wastewater, solid waste, or other system, which relies on rates and charges for its financial support, only debt related to that system need be entered. If the applicant is a city, county, or district that relies on general taxing authority for its financial support, or is a not-for-profit organization, debt related to the general obligations of the city, county, district, or not-for-profit organization should be entered.

**CURRENT DEBT SUMMARY FOR HYSHAM PUBLIC SCHOOLS**

Year Issued	Purpose	Type of Bond/ Security	Amount	Maturity Date (mo./yr. )	Debt Holder	Coverage Required	Annual Payment Amount	Outstanding Balance
2022	Lockers, HVAC upgrade, lobby and bathroom remodel	Intercap loan	\$540,050.00	15 years	MT Board of Investment	No	\$50,507.45	\$304,292.65

7. What are your current assets?

See attached **Exhibit C**

8. What financial accounting system do you use? C&C School Accounting Software.
9. Is the applicant in compliance with the auditing and annual financial reporting requirements provided for in the Montana Single Audit Act, 2-7-501 to 522, MCA? (Tribal governments must comply with auditing and reporting requirements provided for in OMB Circular A-133).  
 Yes  No  Date of last completed audit or financial report 2021
10. If there have been audit findings within the last five years, have they been satisfactorily addressed?  
 Any audit findings have been satisfactorily addressed.
11. Additional information supporting the DEGREE OF LOCAL EFFORT IN MEETING NEEDS.

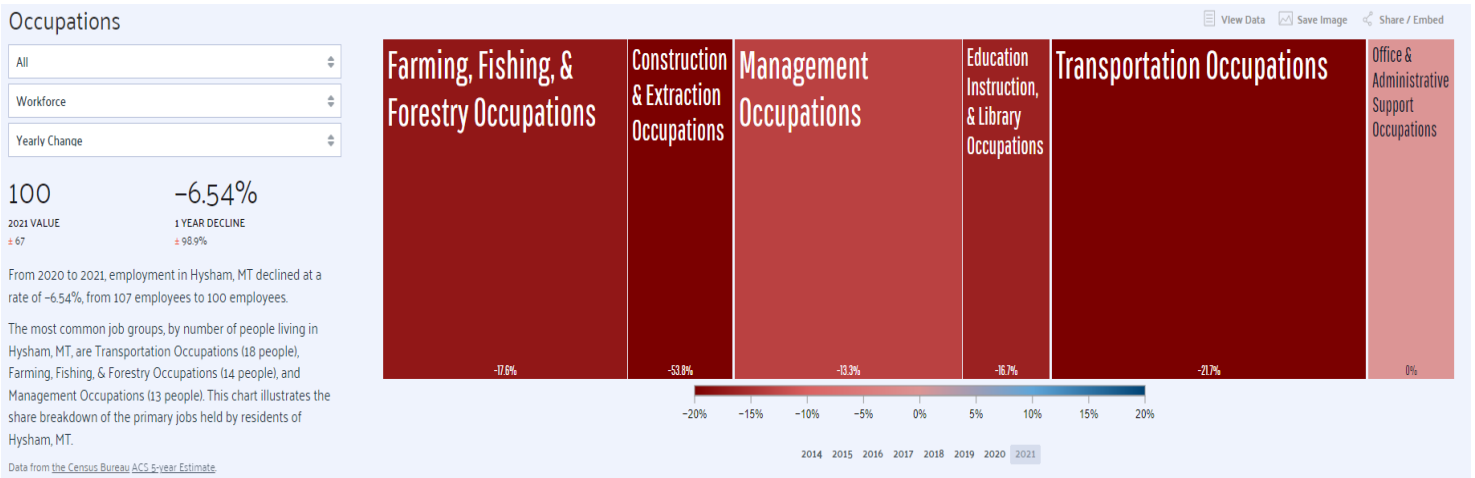
**E. Planning & Management**

State law (90-6-207(5), MCA) requires the Coal Board to give attention "to the need for community planning before the full impact of coal development or decline is realized. Applicants should be able to show how the request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems." Therefore, pursuant to Sub-Chapter 3 of the Administrative Rules of Montana, Planning is an additional criterion the Coal Board will apply when judging applications.

1. *Describe how your grant request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems related to coal impacts.*

The grant request for Hysham Public School aligns with an overall plan for orderly managing growth or decline problems related to coal impacts in Hysham. With the decline of the coal industry, Hysham has experienced a reduction in population and economic activity, resulting in decreased tax revenue and affordability challenges. The loss of jobs associated with coal mining and power plants in nearby Colstrip has led to outmigration and a decline in non-farm income sources for the community. As a result, the affordability of critical infrastructure projects, such as the one addressing structural and ADA compliance issues at Hysham Public School, becomes increasingly challenging for the community to manage independently. The grant request seeks to alleviate some of Hysham's financial burden by providing essential funding to address safety and accessibility issues at Hysham Public School. By securing the grant, the community can enhance the safety and inclusivity of its educational facilities while mitigating the economic challenges associated with the decline of the coal industry. Thus, the grant request is a crucial component of the community's strategic plan for managing the impacts of coal-related decline and ensuring Hysham's continued well-being and resilience.





**Chart above shows a -53.8% loss in construction & extraction job.**

2. Describe how the proposed project is consistent with current plans. Plans may include a local capital improvements plan, growth policy, transportation plan, comprehensive economic development plan, or any other applicable plan.

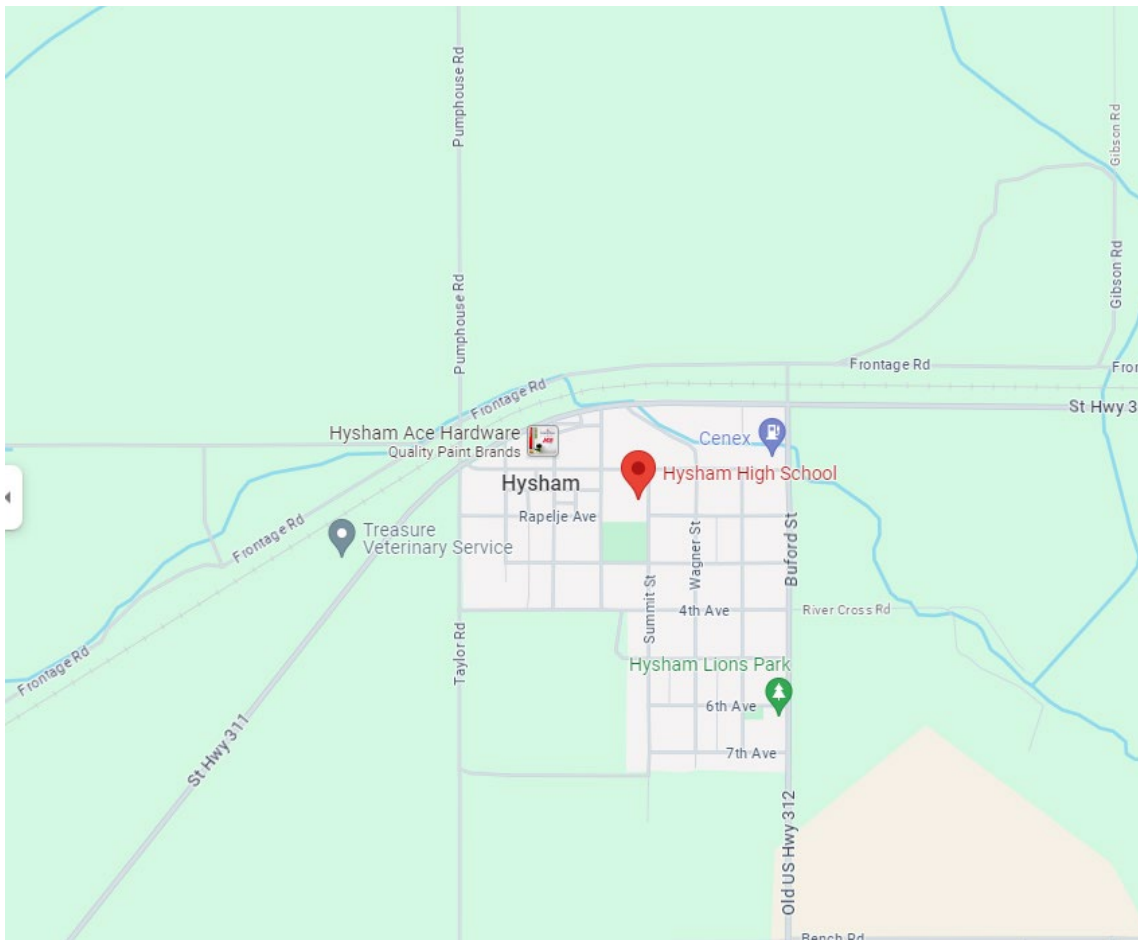
The proposed project at Hysham Public School is consistent with current plans for community development and infrastructure improvement in Hysham. While specific plans may vary, the project aligns with overarching goals outlined in the comprehensive economic development plan. And, it is listed on the Infrastructure Needs List maintained by Southeastern Montana Development Corporation.

- I. Comprehensive Economic Development Plan:

- Investing in the project for Hysham Public School contributes to broader economic development objectives outlined in the comprehensive economic development plan completed by Southeastern Montana Development Corporation yearly. By creating jobs, stimulating local economic activity, and improving residents' overall quality of life, the project aligns with the plan's goals of promoting sustainable economic growth and community well-being.

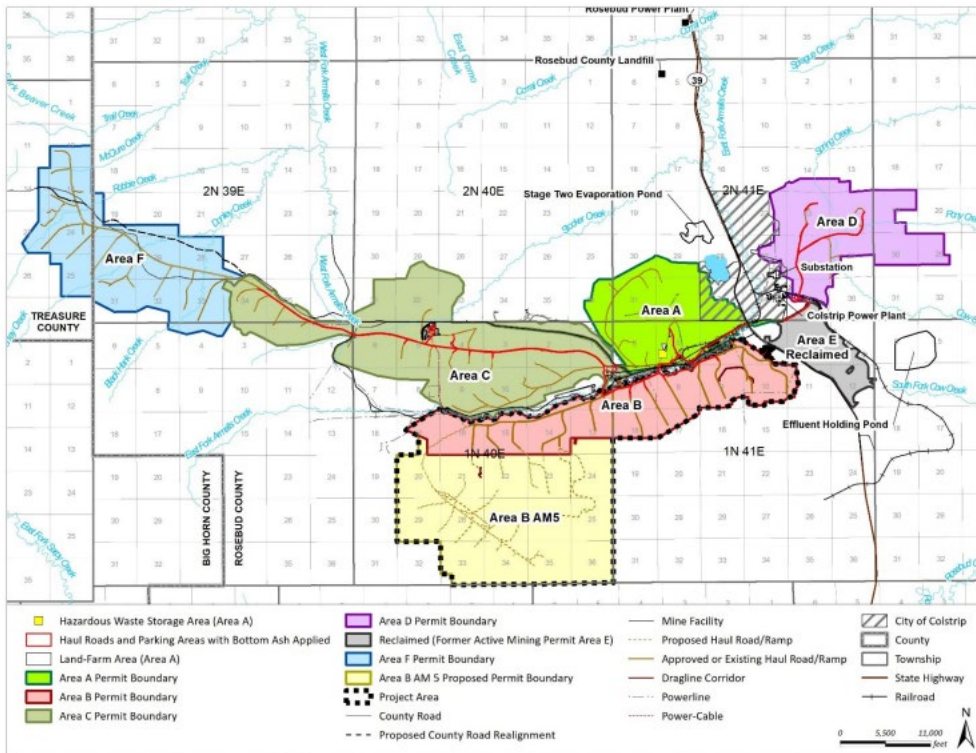
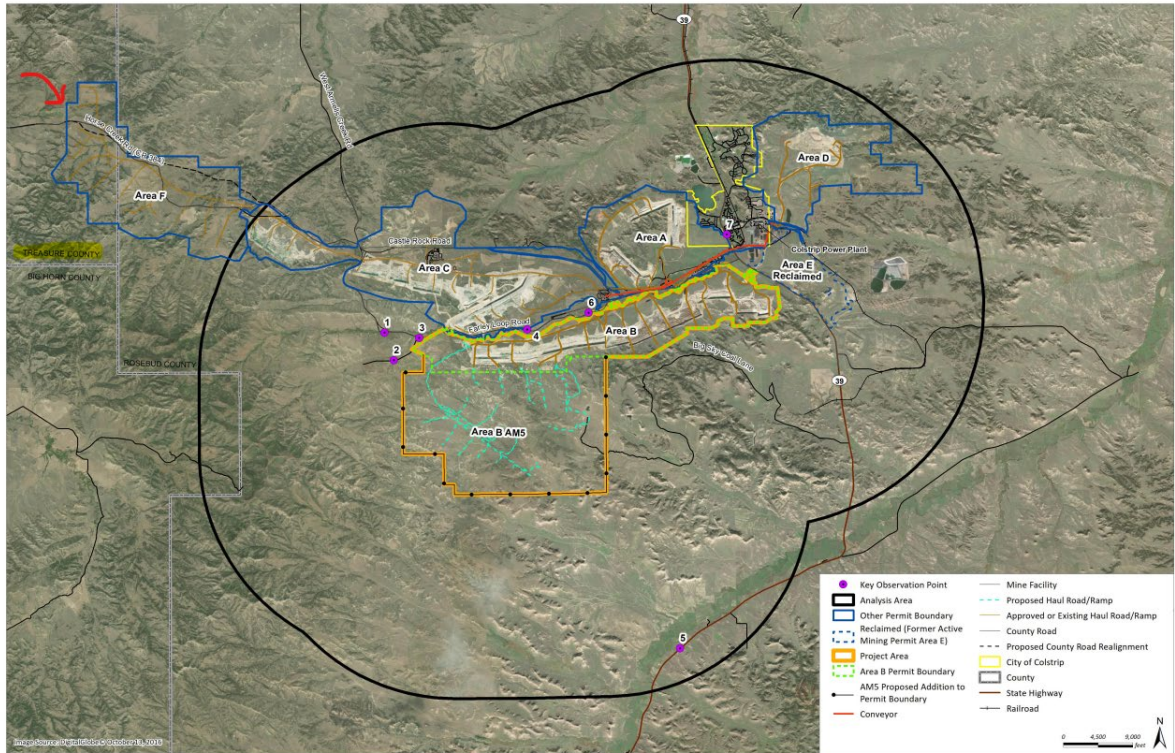
Overall, the proposed project at Hysham Public School is consistent with current plans for community development and infrastructure improvement in Hysham. By addressing critical safety and accessibility needs within the educational system, the project contributes to the long-term viability and resilience of the community, aligning with strategic priorities outlined in various planning documents.

# Exhibit A



# Exhibit B

Area F is partially located in Treasure County.



## Exhibit C

### NOTE 5. CAPITAL ASSETS, DEPRECIATION, AND NET CAPITAL ASSETS

#### 5. a. GENERAL CAPITAL ASSETS

The schedule of changes in general capital assets for the year ended June 30, 2021 follows:

Governmental Activities	Balance July 1, 2020	Additions	Adjustments/ Transfers	Balance June 30, 2021
<u>Non-depreciable Assets:</u>				
Land	\$ 100,800	\$ 0	\$ 0	\$ 100,800
Construction in Progress	<u>0</u>	<u>129,918</u>	<u>0</u>	<u>129,918</u>
Total Non-depreciable Assets	100,800	129,918	0	230,718
<u>Depreciable Assets:</u>				
Buildings	2,419,197	3,080	(34,970)	2,387,307
Improvements Other than Buildings	55,840	10,143	0	65,983
Machinery and Equipment	<u>113,827</u>	<u>0</u>	<u>0</u>	<u>113,827</u>
Total Depreciable Assets	2,588,864	13,223	(34,970)	2,567,117
Accumulated Depreciation:				
Buildings	(1,744,543)	(41,173)	0	(1,785,716)
Improvements Other than Buildings	(46,015)	(2,792)	0	(48,807)
Machinery and Equipment	<u>(106,444)</u>	<u>(7,745)</u>	<u>0</u>	<u>(114,189)</u>
Total Accumulated Depreciation	<u>(1,897,002)</u>	<u>(51,710)</u>	<u>0</u>	<u>(1,948,712)</u>
Net Depreciable Assets	<u>691,862</u>	<u>(38,487)</u>	<u>(34,970)</u>	<u>618,405</u>
Net General Capital Assets	<u>\$ 792,662</u>	<u>\$ 91,431</u>	<u>\$ (34,970)</u>	<u>\$ 849,123</u>

## **Applicant 0990-Rosebud County**

The applicant is requesting \$169,600 of a total project cost of \$222,040 in Coal Board funds for the Rosebud County Sheriff's Department Dispatch Upgrade Project. The request to the Board is 76% of the total project cost. The applicant is a designated unit.

**Problem:**

The Rosebud County Sheriff's Office dispatch unit needs some upgrades to become compliant with dispatch requirements and to accommodate additional employees. ADA compliance is also necessary for this unit.

**Proposed Solution:**

Upgrading the dispatch unit will solve the spacing and secure storage issues. The ADA compliance will also be addressed with this project.

<b>ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>SOURCE: Coal Board Grant</b>	<b>SOURCE: Rosebud County</b>	<b>SOURCE:</b>	<b>TOTAL:</b>
Grant Administration	\$	\$	\$	\$
Audit	\$	\$	\$	\$
Professional Services	\$	\$	\$	\$
<b><u>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</u></b>	\$	\$	\$	\$
<b>ACTIVITY COSTS:</b>				
Dispatch Remodel	\$169,600	\$42,440	\$	\$212,040
Architectural/Engineering Design	\$	\$	\$	\$
ROW	\$	\$	\$	\$
Contingency	\$	\$10,000	\$	\$10,000
<b>TOTAL ACTIVITY COSTS</b>	\$169,600	\$52,440	\$	\$222,040
<b>TOTAL PROJECT COSTS</b>	\$169,600	\$52,440	\$	\$222,040

# Coal Board Grant Applicant #0990 Rosebud County Staff Report / June 2024 Meeting

Applicant: Rosebud County

Project: Rosebud County Sheriff's Department Dispatch Upgrade

Coal Board Funds Requested: \$169,600.00

Total Project Cost: \$222,040.00

## I. General Project Information

### A. Eligibility:

- The applicant is a local government, which is eligible according to 90-6-205(4), MCA.
- The project would assist the applicant in providing emergency services to the county residents, which is eligible according to 90-6-205(4), MCA and 8.101.302, ARM.
- The following citation authorizes the applicant to make expenditures to provide for the proposed governmental service or facility:
  - Ambulance/Public Safety service: 7-6-2527(16)

### B. Application Items:

- The Coal Board Application form was complete.
- A technical memo was provided.

### C. Applicant is a designated unit according to 90-6-207, MCA.

### D. Location of applicant:

- The applicant lists Western Energy Coal Mine, Power Plant and Rosebud Power Plant as the nearest coal development area or coal-using energy complexes. These are all located near the City of Colstrip.
- The applicant is located in the southeastern area of the state.

### E. Grant funding history:

- Applicant has been awarded \$2,927,232.00 in Coal Board funds since 2009.

## II. Coal Board Statutory Criteria (90-6-206, MCA) *For the following, provide bulleted analysis of the project against the criteria based on facts in the application.*

### A. Need: *Explain how the assistance that is required to eliminate or reduce a direct and obvious threat to the public health, safety, or welfare has been caused as a direct result of coal development or decline (Coal Board Application and Guidelines, p. 15).*

- The applicant demonstrated there is a need for upgrades to the dispatch office due to required additional staff and high levels of warrants.
- This office also provides emergency medical dispatch and has run out of secured storage capability and is not currently ADA compliant.
- All residents of Rosebud County and Treasure County are covered by this dispatch office and are affected by the functionality.



- No serious public health or safety problems have occurred and no state or federal health or safety standards have been violated. However, secured storage and ADA compliance is required of this facility and is currently not provided.
- B. Severity of Impact: *Explain why the proposed project or governmental services or facilities “are 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” (Coal Board Application and Guidelines, p. 16).*
- The applicant has had a 37% decrease in taxable value since 2018 along with a decline in Federal Mineral Royalties funds. Both of these things are due to the decrease in the coal industry.
  - The call volume at the Rosebud County Dispatch has not decreased and has averaged 30,000 calls over the last five years.
  - This dispatch center also responds when extra workers are onsite at the mine for temporary work, which has happened recently.
- C. Availability of funds: *What amount of funds is available in light of the total request submitted (Coal Board Application and Guidelines, p. 17).*
- Revenues and appropriation from the legislature related to the Coal Natural Resource account are currently \$919,402.00. Total requested grants for this meeting are \$553,722.00.
- D. Degree of local effort: *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 (Coal Board Application and Guidelines, p. 17).*
- The applicant is asking for 76% of this project to be funded by a Coal Board grant.
  - The current millage rate from the application is \$78.07, listed for 2023-2024, which is higher than the average rates from the previous three years, \$57.52 (2022-2023: \$65.91, 2021-2022: \$57.24, 2020-2021: \$49.43). All information collected from the application.
  - Based on the most recent audit submitted (2021), Commerce staff identified no concerns related to financial management.
- E. Planning and Management: *90-6-207(5), MCA requires the Coal Board to give attention “to the need for community planning before the full impact of coal development or decline is realized. Applicants should be able to show how the request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems.” Therefore, pursuant to Sub-Chapter 3 of the Administrative Rules of Montana, planning is an additional criterion the Coal Board will apply when judging applications. (Coal Board Application and Guidelines, p. 20).*
- Applicant states that Rosebud County has assessed numerous infrastructure needs and is prioritizing crucial projects that will have long lasting value while the County adjust to the prospects of lower taxable value levels. This represents good planning.
  - The provision of public safety and emergency services for Rosebud County is addressed in the Growth Policy of each community of Rosebud County and Comprehensive Economic Development Strategy for the SEMDC region which includes Rosebud County and Treasure County.
  - Planning staff recommend updating Growth Policies every 5 years and Capital Improvement Plans (CIPs) every 10 years. The county has contracted with a professional to help prepare a CIP.

### **III. Staff Summary**

Commerce staff recommends funding because the application was complete and meets required statutory criteria.

**Appendix A: Coal Board Application**

**THE COAL IMPACT GRANT APPLICATION FORM SUBMITTED BY ROSEBUD COUNTY**

**CERTIFICATION**

The chief elected official or executive officer of the applicant must sign the application certifying that to the best of the official's knowledge and belief, the information provided in the application and the attached documents is true and correct.

The chief elected official or executive officer of the applicant must also certify that, in accordance with Section 90-6-205, MCA, the applicant is eligible for a Coal Impact Grant and has the authority to administer and make expenditures to provide for the proposed service or facility.

**CERTIFICATION**

To the best of my knowledge and belief, the information provided in this application and in the attached documents is true and correct.

In accordance with Section 90-6-205, MCA, the applicant is eligible for Coal Board grants and has the statutory authority to make expenditures to provide for the particular service or facility.

Name: Ed Joiner

Title: Presiding Officer

Signature: 

Date: 4/22/2024

## **SUMMARY INFORMATION**

1. NAME OF APPLICANT(S):  
Rosebud County
  
2. TYPE OF ENTITY:  
Local Governmental Unit - County
  
3. SENATE AND HOUSE DISTRICTS:  
SD 20 & 21  
HD 39 & 41
  
4. AMOUNT OF COAL IMPACT GRANT REQUESTED:  
\$169,600
  
5. NAME OF PROJECT:  
Rosebud County Sheriff's Department Dispatch Upgrade
  
6. TYPE OF PROJECT:  
Public Facility Project – Public Safety Facility
  
7. POPULATION SERVED BY PROJECT:  
Rosebud County – 8310 (2023 Estimate - [U.S. Census Bureau QuickFacts: Rosebud County, Montana](#))  
Treasure County – 772 (2023 Estimate - [U.S. Census Bureau QuickFacts: Treasure County, Montana](#))
  
8. NUMBER OF HOUSEHOLDS SERVED BY PROJECT:  
3785 (2022 Estimate - [U.S. Census Bureau QuickFacts: Rosebud County, Montana](#))  
449 (2023 Estimate - [U.S. Census Bureau QuickFacts: Treasure County, Montana](#))
  
9. CHIEF ELECTED OFFICIAL OR AUTHORIZED REPRESENTATIVE:  
Ed Joiner, Presiding Officer  
Rosebud County  
PO Box 47  
Forsyth, MT 59327  
PH 406-346-2251  
[rcc@rosebudcounty-mt.com](mailto:rcc@rosebudcounty-mt.com)

10. PRIMARY ENTITY CONTACT PERSON:

Ed Joiner, Presiding Officer  
Rosebud County  
PO Box 47  
Forsyth, MT 59327  
PH 406-346-2251  
[rcc@rosebudcounty-mt.com](mailto:rcc@rosebudcounty-mt.com)

11. OTHER CONTACT PERSONS:

Sarah Kisman  
Rosebud County  
PO Box 47  
Forsyth, MT 59327  
PH 406-346-2251  
[rcc@rosebudcounty-mt.com](mailto:rcc@rosebudcounty-mt.com)

12. MILLAGE RATES:

2023-2024 Total Mills Levied =	78.07	Mill Value = \$57,373.00
2022-2023 Total Mills Levied =	65.91	Mill Value = \$64,963.20
2021 -2022 Total Mills Levied =	57.24	Mill Value = \$63,240.92
2020 -2021 Total Mills Levied =	49.43	Mill Value = \$78,627.39
2019 -2020 Total Mills Levied =	43.13	Mill Value = \$88,395.45

13. IMPACTS FROM COALINDUSTRY:

Western Energy Coal Mine, Colstrip, MT  
Power Plant, Colstrip, MT  
Rosebud Power Plant, Colstrip, MT Total of approximately 591 employees at the above

The four-unit Colstrip power plant located in Colstrip, MT was the second largest coal fired power plant west of the Mississippi River. Recently, two of the power generation units were shut down. Rosebud County is dramatically impacted by the coal industry – both in the mining and power generation sectors.

14. MAPS:

See attached Exhibit A for map

15. BRIEF PROJECT SUMMARY:

The Rosebud County Sheriff's Office dispatch unit needs some upgrades to become compliant with dispatch requirements and to accommodate additional employees. ADA compliance is also necessary.

16. PROJECT BUDGET AND IMPLEMENTATION SCHEDULE:

A. Project Budget Form:

<b><u>PROJECT BUDGET</u></b>					
<b>Completed by: <u>Julie Emmons Stoddard</u></b>		<b>For: <u>Rosebud County, MT</u></b>		<b>Date: <u>04/25/24</u></b>	
<b>ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>SOURCE: Coal Board Grant</b>	<b>SOURCE: Rosebud County</b>	<b>SOURCE:</b>	<b>SOURCE:</b>	<b>TOTAL:</b>
Grant Administration	* \$	\$	\$	\$	\$
Audit	\$	\$	\$	\$	\$
Professional Services	\$	\$	\$	\$	\$
<b><u>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</u></b>	\$	\$	\$	\$	\$
<b>ACTIVITY COSTS:</b>					
Dispatch Remodel	\$169,600	\$42,440	\$	\$	\$212,040
Architectural/Engineering Design	\$	\$	\$	\$	\$
ROW	\$	\$	\$	\$	\$
Contingency	\$	\$10,000	\$	\$	\$10,000
<b>TOTAL ACTIVITY COSTS</b>	\$169,600	\$52,440	\$	\$	\$222,040
<b>TOTAL PROJECT COSTS</b>	\$169,600	\$52,440	\$	\$	\$222,040

**B. Project Budget Narrative:**

Include a narrative justification for the specific proposed project construction activities and related administrative/ financial costs. Explain the cost estimates for each item in the proposed budget in the narrative.

Please see attached cost estimate by Schutz Foss Architects included as Exhibit C

Costs estimated by professional architect.

On Contingency Line of budget, \$10,000 additional was added for contingency in the event of cost overruns. Rosebud County is committed to covering cost overruns for this project. This was not on the estimate by Schutz Foss Architects.

**C. Implementation Schedule:**

Each applicant must submit an implementation schedule that describes the overall schedule for project completion.

<b><u>IMPLEMENTATION SCHEDULE FOR ROSEBUD COUNTY</u></b>													
<b>TASK</b>	<b>QUARTERS 2024</b>				<b>QUARTERS 2025</b>				<b>QUARTERS 2026</b>				
	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	
<b><u>PROJECT START-UP</u></b>													
<b>A.</b> Sign contract with Coal Board			X										
<b>B.</b> Secure approval of other funding			X										
<b>C.</b> Submit progress reports and drawdown request. (Progress reports quarterly if no draws submitted)			X	X	X								
<b><u>PROJECT CONSTRUCTION</u></b>													
<b>A.</b> Complete Bid Process				X									
<b>B.</b> Purchase Equipment													
<b>C.</b>													
<b>D.</b> Construction				X									
<b>E.</b> Final Inspection				X									
<b><u>PROJECT CLOSE-OUT</u></b>													
<b>A.</b> Coal Board administrative staff conduct on-site monitoring of the project					X								
<b>B.</b> Submit project completion report.					X								



17. DESCRIPTION OF RELATIONSHIP TO COAL BOARD STATUTORY GRANT CRITERIA

The Coal Board does base its awards on the following four statutory criteria (90-6-206, MCA). In addition, State law (90-6-207(5), MCA) that requires attention be given to the need for community planning before the full impact of coal development or decline is realized.

A. **Need**

**Explain how the assistance that 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?" (90-6-206, MCA)**

1. Does a serious deficiency exist in a basic or necessary community public facility or service? Examples include emergency services such as police, fire, or ambulance services. Describe the nature and frequency of occurrence and provide supporting documentation.

The Rosebud County Dispatch office operates under the Rosebud County Sheriff's Department and provides dispatch services for Rosebud (with the exception of the City of Colstrip) and Treasure counties. At present, the current dispatch office has been outgrown. Warrants are at the highest level they have ever been and there is no additional space for storage. Files must be maintained in secure storage and locked up and the current space does not accommodate for any additional storage. Over the last five years, call volume has averaged 30,000 calls per year. Because of the increased workload, the dispatch has had to add an additional part time person also. It is now staffed with four full time persons and two part time persons and requires **at least two people to be on duty 24 hours a day**. This used to be covered by just one person. The dispatch office also is the control center for the detention center and provides Emergency Medical Dispatch. In summary, the existing dispatch office is out of storage capability, cannot provide adequate space for the employees, nor is it ADA compliant. It also does not allow for any additional locked storage for items required to be stored securely.

2. Have serious public health or safety problems that are clearly attributable to a deficiency occurred, or are they likely to occur, such as illness, disease outbreak, substantial property loss, environmental pollution, safety problems, hazards, or health risks? Describe the nature and frequency of occurrence and provide supporting documentation.

The primary risk revolves around a lack of secure storage and the inability of dispatch to perform the job they are asked to do. Many times, dispatch centers are the heart of activity during emergency events, and it is crucial for them to be able to perform their jobs in a high-quality manner. Lack of security is also a concern. The facility is not currently ADA compliant either.

3. Is the entire community, or a substantial percentage of the residents of the community, seriously affected by the deficiency or at risk, as opposed to a small percentage of the residents? Describe the number or percentage of community residents affected by the problem.

All the residents of Rosebud County and Treasure County are covered by the Rosebud County Sheriff's Office and thus are affected by the functionality of the Rosebud County Dispatch.

4. Is there clear documentation that the current condition of the public facility or service (or lack of a facility or service) violates, or may potentially violate, a state or federal health or safety standard. If yes, describe the standard being violated. If the proposed project is necessary to comply with a court order or a state or federal agency directive, describe the directive and attach a copy of it.

It is required that warrants and certain other records are maintained in secure storage. There is no more storage space available at the current dispatch facility. Public facilities should also be ADA compliant.

5. Does the standard that is being violated, or potentially may be violated; represent a significant threat or potential threat to public health or safety?

As mentioned previously, it is required that certain documents be stored in secure storage and that the facility be ADA compliant. There is no more room in secure storage at the facility and it does not meet ADA requirements.

6. Additional information supporting the NEED for this project.

**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**

Explain why the proposed project or governmental services or facilities “are 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” (90-6-205(4)(a), MCA).

1. Describe why the need for the expansion or improvement to the public facility or public service is attributable to coal-related impacts. Additionally, please provide the percentage of the project that is a result of coal impacts.

Rosebud County has had a reduction in taxable value that is significant. In 2018, the taxable value for Rosebud County was \$90 million. The taxable value for 2023 is just \$57 million. This is a 37 percent decrease in taxable value for Rosebud County. This is directly related to the closure of Colstrip Units 1 and 2. Rosebud County has also had a decline in Federal Mineral Royalties funds. In addition to the decline in tax revenue, Rosebud County has a lower level of employment due to the contraction in the coal industry. In July of 2018, the level of employment was 3,711 persons and in July of 2023, that level of employment had decreased to 3,352 persons. The decline in the coal, oil, gas, and timber industries in Rosebud County have affected the current population through a decline in residents to share the costs of local government services and in the general economic decline of the region. **But, more significantly, there has been a loss of 359 jobs as measured by the level of employment statistics. This has devastating impacts to businesses, employers, and employees as well as to taxpayers, in general.**

Call volume at the Rosebud County Dispatch has NOT decreased and has averaged 30,000 calls over the last five years. Warrants are at the highest level they have ever seen. Just in early Spring of this year, an overhaul in Colstrip required approximately 600 extra workers to be onsite. These workers travel through Rosebud County and in the event of emergencies outside Colstrip, Rosebud County Dispatch would be contacted.

2. Name the nearest coal development area or coal-using energy complex to your community and the road miles from your community.

- A. Talen Energy’s two-unit 1,400 MW power station located within the City of Colstrip.
- B. Western Energy Company’s (WECO) Rosebud coal mine produces approximately 8 million tons of coal has 25,000 acres adjacent to the City of Colstrip.
- C. BNSF rail traffic through Treasure and Rosebud counties.
- D. Rosebud Power Generation Station is north of town within seven miles of the city limits.
- E. Westmoreland’s Sarpy Creek mine is 25 miles west of Colstrip.
- F. Spring Creek Coal mine is located to the south of Colstrip near Busby.
- G. Decker Mine is located 85 miles to the South but was recently closed.

3. Additional information supporting the 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 need for assistance in paying for this project is a direct result of a contraction in the Coal Industry. The decrease in taxable value directly impacts Rosebud County’s ability to afford the provision of public services and infrastructure.

**C. Availability of Funds**

1. Amount requested from the Coal Board: \$ 169,600
2. Amount of Coal Board funds available at the time of application \$ \_\_\_\_\_ (#2 will be completed by Coal Board staff)
3. Explain why a coal impact grant is necessary to make the project feasible and affordable.

Rosebud County has lost a significant amount of tax revenue with the closure of Colstrip Units 1 and 2.

4. What are the other proposed funding sources for the project?

<b><u>FUNDING SOURCES SUMMARY FOR ROSEBUD COUNTY</u></b>				
<b>Source</b>	<b>Type of Fund</b>	<b>Amount</b>	<b>Status of Commitment</b>	<b>Loan Rates &amp; Terms</b>
Rosebud County	Cash	\$52,440	Confirmed	N/A
Coal Board Grant	Grant	\$169,600	Pending	N/A

5. If a particular proposed source of funding is not obtained, how will the applicant proceed?

Other funding avenues would have to be investigated as it is not feasible at this time for Rosebud County to make the entire investment on their own.

**D. Degree of Local Effort in Meeting Needs**

1. If current millage rates given are lower than the average rates levied during the previous three years, briefly explain why they are lower.

Current mills levied are higher than the average of the previous three years. The average of the three previous years is 57.52. 2023 – 2024 mills levied is 78.07. **Rosebud County is taxing at the maximum allowable by Montana state law.** As evidenced by the mill values below, the value of a mill is decreasing significantly in Rosebud County with the closure of Units 1 and 2 and continued depreciation on the other two power plant units. A mill value has decreased \$31,022 in just four years.

2023-2024 Total Mills Levied =	78.07	Mill Value =	\$57,373.00
2022-2023 Total Mills Levied =	65.91	Mill Value =	\$64,963.20
2021-2022 Total Mills Levied =	57.24	Mill Value =	\$63,240.92
2020-2021 Total Mills Levied =	49.43	Mill Value =	\$78,627.39
2019-2020 Total Mills Levied =	43.13	Mill Value =	\$88,395.45

2. Describe any local efforts to meet the public facility or public service needs by providing financial contributions to the project to the extent possible, such as local funding, donations of land, absorbing some or all-administrative costs. For non-profit organizations, describe fund- raising efforts or other in-kind assistance to the proposed project as well as usual program fund-raising efforts.

Rosebud County will absorb the administrative costs associated with the successful administration of the proposed Coal Board Grant. The Rosebud County Sheriff's Department has already significantly invested in having the architectural planning completed for the project. Those expenses were paid for in advance of this application being submitted but were not counted as match since the expenses were incurred prior to the date of application.

3. Describe past operation and maintenance budgets and practices over the long-term, including any reserves for repair and replacement.

The Rosebud County Sheriff's Department has maintained and operated the Dispatch facility in an acceptable manner. The growth in call volumes and warrants has escalated to a point where more personnel had to be added and more space is required.

4. If there are indications that the problem is not of recent origin or has developed because of inadequate operation and maintenance practices in the past, explain the circumstances and describe the actions that management will take in the future to assure that the problem will not reoccur.

The problem is not due to inadequate operation or maintenance practices but is attributable to the increase in demand for dispatch services.

5. If the project involves water, wastewater, or solid waste, provide the current and projected monthly household user charges, including operation and maintenance: N/A
- What is the current monthly household user charge? \$ \_\_\_\_\_
  - What is the projected monthly user charge (including operation and maintenance) when the project is complete? \$ \_\_\_\_\_

6. What are your current debt obligations?

List current debt obligations. If the applicant is a water, wastewater, solid waste, or other system, which relies on rates and charges for its financial support, only debt related to that system need be entered. If the applicant is a city, county, or district that relies on general taxing authority for its financial support, or is a not-for-profit organization, debt related to the general obligations of the city, county, district, or not-for-profit organization should be entered.

<b><u>CURRENT DEBT SUMMARY FOR ROSEBUD COUNTY</u></b>								
Year Issued	Purpose	Type of Bond/ Security	Amount	Maturity Date (mo./yr.)	Debt Holder	Coverage Required	Annual Payment Amount	Outstanding Balance

7. What are your current assets?

See attached Exhibit B

8. What financial accounting system do you use? Black Mountain Software

9. Is the applicant in compliance with the auditing and annual financial reporting requirements provided for in the Montana Single Audit Act, 2-7-501 to 522, MCA? (Tribal governments must comply with auditing and reporting requirements provided for in OMB Circular A-133).

Yes  No  Date of last completed audit or financial report - 2023

10. If there have been audit findings within the last five years, have they been satisfactorily addressed?

Any audit findings have been satisfactorily addressed.

11. Additional information supporting the DEGREE OF LOCAL EFFORT IN MEETING NEEDS.

## **E. Planning & Management**

State law (90-6-207(5), MCA) requires the Coal Board to give attention “to the need for community planning before the full impact of coal development or decline is realized. Applicants should be able to show how the request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems.” Therefore, pursuant to Sub-Chapter 3 of the Administrative Rules of Montana, Planning is an additional criterion the Coal Board will apply when judging applications.

1. Describe how your grant request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems related to coal impacts. As Rosebud County has faced varying levels of Coal Gross Proceeds tax, Federal Mineral Royalties, and taxable valuation (and thereby tax revenue generated for the community) addressing infrastructure needs has become a huge priority. The taxable valuation will continue to decline since the closing of Units 1 and 2 and continuing depreciation of Units 3 and 4. Rosebud County has assessed numerous infrastructure needs and is prioritizing crucial projects that will have long lasting value while the County adjust to the prospects of lower taxable value levels. This represents good planning. At the same time, budgeting for future capital improvements and establishing capital reserve funds is being completed to better address future needs without the income from coal related tax revenues. Rosebud County has contracted with a professional firm to assist them in the preparation of a Capital Improvement Plan to better assist the County in assessing and prioritizing needs and budgeting for reserves.
2. Describe how the proposed project is consistent with current plans. Plans may include a local capital improvements plan, growth policy, transportation plan, comprehensive economic development plan, or any other applicable plan.

The provision of public safety and emergency services for Rosebud County is addressed in the Growth Policy of each community of Rosebud County and Comprehensive Economic Development Strategy for the SEMDC region which includes Rosebud County and Treasure County. This project is on the Infrastructure Needs List maintained by Southeastern Montana Development Corporation.

# Exhibit A



Rosebud and Treasure counties are shown in the map above.



# Exhibit B

**ROSEBUD COUNTY  
MANAGEMENT'S DISCUSSION & ANALYSIS**

Proprietary funds—Fees are charged to customers for the services provided—whether to outside customers or to other units of the government—these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. In fact, the enterprise funds (a component of proprietary funds) are the same as the business-type activities we report in the government-wide statements, but provide more detail and additional information, such as cash flows, for proprietary funds. We use internal service funds (the other component of proprietary funds) to report activities that provide supplies and services for other programs and activities—such as the Self-Insurance fund.

Fiduciary funds—Fiduciary funds consist of the external investment pool fund and other custodial funds. The external investment pool fund accounts for the external portion of the investment pool administered by the county and includes assets held for other local governments.

**THE GOVERNMENT AS A WHOLE**

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In our case, net position as of June 30, 2023 was \$24,525,880. Overall net position increased \$1,362,386 or 5.89%.

The net investment in capital assets totals \$19,976,408. Capital assets reflect the County's investment in land, construction in progress, buildings, improvements other than buildings, infrastructure and machinery and equipment. Rosebud County uses these capital assets to provide services to citizens and the community; consequently, these assets are not available for future spending.

Unrestricted net position had a deficit balance of \$9,555,429. The deficit resulted from recording the total OPEB liability under GASB Statement No. 75 and the net pension liability under GASB Statement No's. 68 and 71 in prior years. A recap of the County's net position and change in net position follows:

NET POSITION:	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other assets	\$ 20,258,286	\$ 18,919,719	\$ 960,903	\$ 1,025,453	\$ 21,219,189	\$ 19,945,172
Capital assets	19,369,092	19,229,573	656,112	294,626	20,025,204	19,524,199
Total assets	39,627,378	38,149,292	1,617,015	1,320,079	41,244,393	39,469,371
Deferred outflows	4,294,914	4,768,604	31,296	33,929	4,326,210	4,802,533
Other liabilities	1,255,833	1,182,104	-	-	1,255,833	1,182,104
Long-term liabilities	13,088,644	13,216,873	947,929	812,753	14,036,573	14,029,626
Total liabilities	14,344,477	14,398,977	947,929	812,753	15,292,406	15,211,730
Deferred inflows	5,738,656	5,838,899	13,661	57,781	5,752,317	5,896,680
Net position:						
Net investment in capital assets	19,369,092	19,229,573	607,316	294,626	19,976,408	19,524,199
Restricted	14,104,901	12,815,115	-	-	14,104,901	12,815,115
Unrestricted (deficit)	(9,634,834)	(9,364,668)	79,405	188,848	(9,555,429)	(9,175,820)
Total net position	\$ 23,839,159	\$ 22,680,020	\$ 686,721	\$ 483,474	\$ 24,525,880	\$ 23,163,494

# Exhibit C



Rosebud County Dispatch Center  
Forsyth, MT

Project No. 2337

February 13, 2024

### Schematic Cost Estimates

#### Interior Remodel - Enlarge Operations Area - 680 SF

Demolition - Flooring, Walls, Doors, etc.		\$	7,000.00
Remove & Reset & Then Final Location of Work Stations		\$	18,000.00
Sawcut Concrete Floor		\$	8,000.00
Concrete Floor Repair		\$	2,000.00
Wall Framing/Gyp Board		\$	7,500.00
Relocate Fixtures (Work Station)		\$	10,000.00
New Glass/Hollow Metal Frame/Doors		\$	25,000.00
New Cabinets		\$	4,600.00
New Carpet		\$	3,500.00
Lobby Tile		\$	2,500.00
Painting		\$	4,000.00
Lockers		\$	3,000.00
Mechanical		\$	9,500.00
Electrical		\$	32,600.00
		<b>Subtotal</b>	<b>\$ 137,200.00</b>
Overhead/Profit	10%	\$	13,720.00
General Conditions	10%	\$	13,720.00
		<b>Total Phase I</b>	<b>\$ 164,640.00</b>

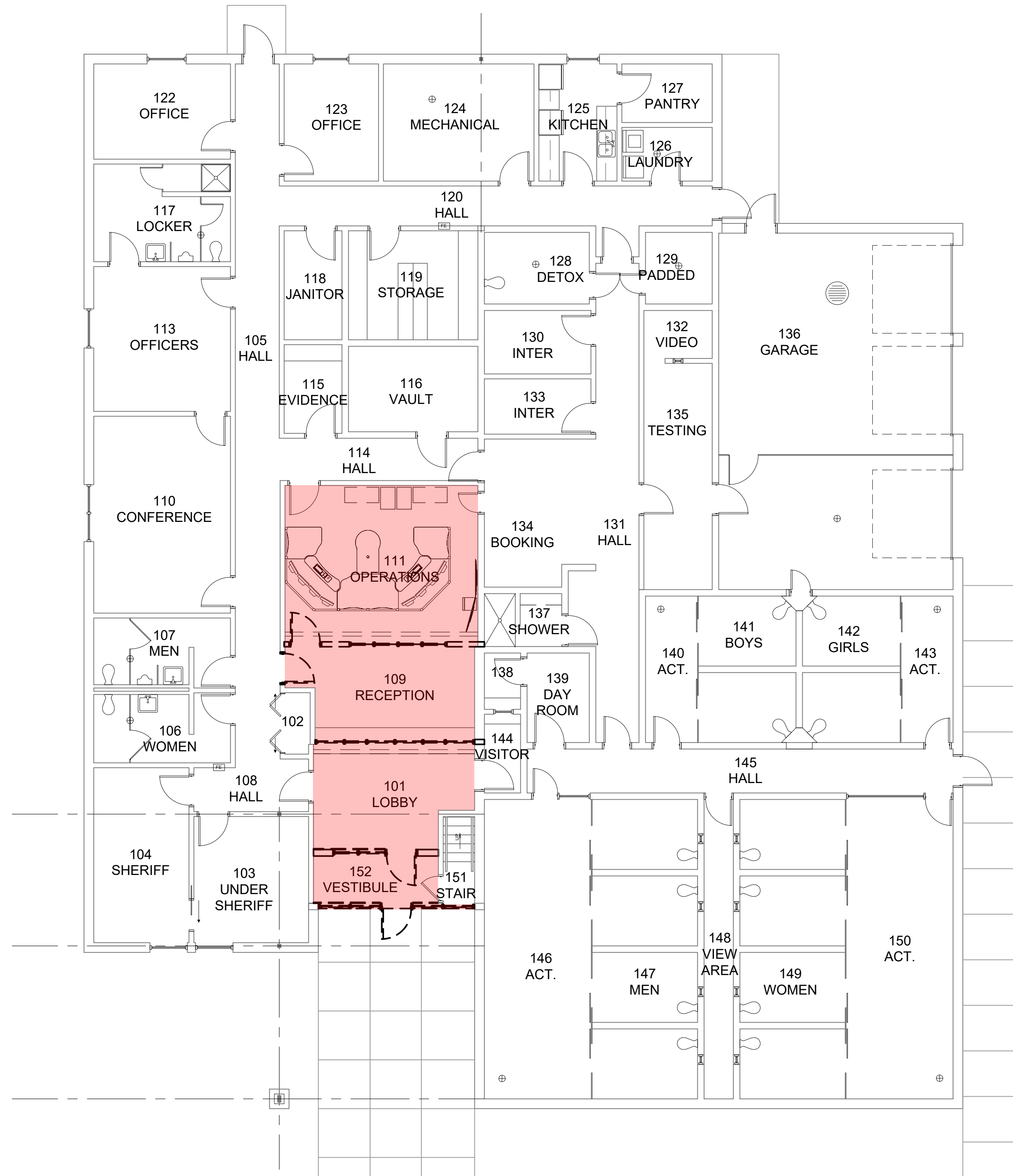
#### Exclusions

Asbestos Materials Testing (Pre-Con)	\$	4,000.00
Asbestos Abatement		
Loose Furniture - Filing Cabinets, Desks, Tables, Chairs, etc.		
Construction Material Testing		

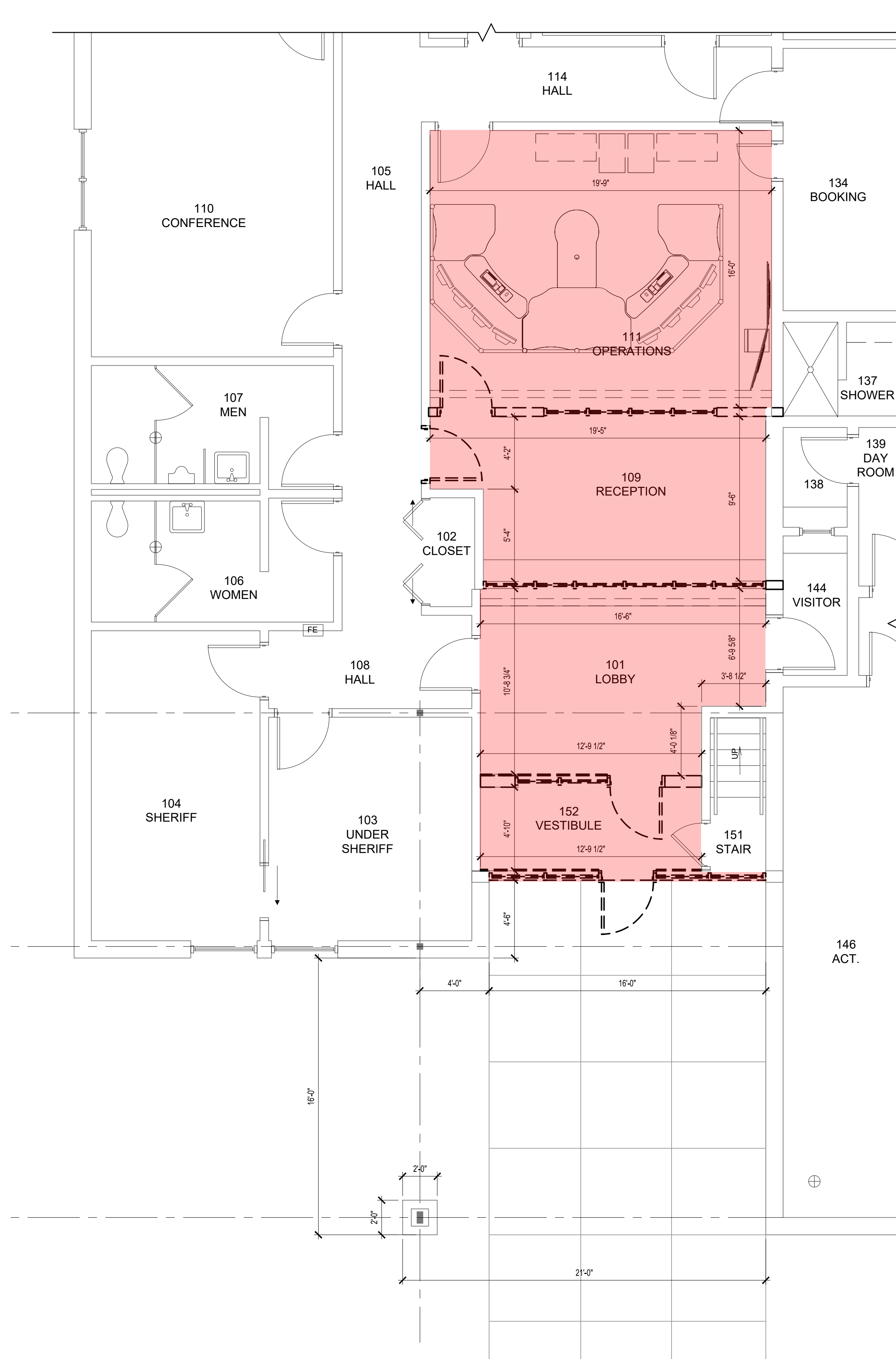
#### New Addition - 540 SF

Demolition - Concrete Slab, Soffits @ Exterior, Doors/Frames	\$	20,000.00
New Concrete Footings/Slab	\$	25,000.00
New Wall System - 40LF x 9' High	\$	5,400.00
New Exterior Walls w/ Masonry 33 LF, 20x9 - 180SF	\$	22,000.00

Attic Insulation & Venting		\$	10,800.00
Excavation		\$	6,000.00
Doors/Windows		\$	25,000.00
Door Hardware		\$	4,000.00
Auto Opens on Entry Doors		\$	9,000.00
Flooring		\$	10,500.00
Mechanical		\$	22,000.00
Electrical		\$	17,000.00
			<hr/>
		<b>Subtotal</b>	<b>\$ 176,700.00</b>
Overhead/Profit	10%	\$	17,670.00
General Conditions	10%	\$	17,670.00
			<hr/>
		<b>Total Phase II</b>	<b>\$ 212,040.00</b>
			<hr/> <hr/>



**DEMOLITION FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



**ENLARGED DEMOLITION FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

Date 01 January, 2024  
Issue Issue Description  
Drawn by RTJ

REVISIONS	NUMBER	REVISION DESCRIPTION	DATE

**ROSEBUD COUNTY  
DISPATCH CENTER**  
180 S 13TH AVE.  
FORSYTH, MT 59327



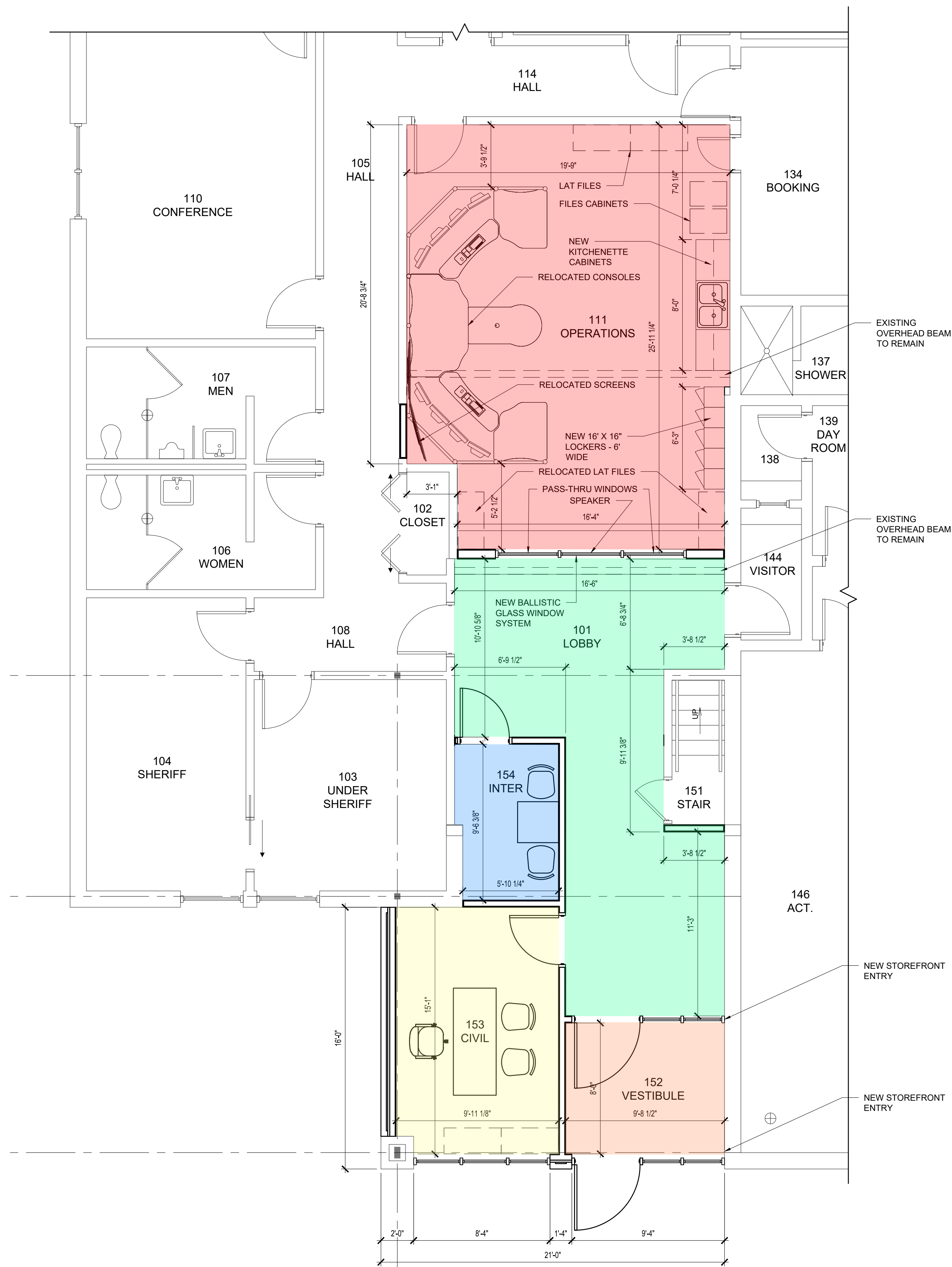
DEMOLITION PLANS

Project No. 2337

**3.0**



**RENOVATION FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



**ENLARGED RENOVATION FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

Date 01 January, 2024  
Issue Issue Description  
Drawn by RTJ

REVISIONS	NUMBER	REVISION DESCRIPTION	DATE

**ROSEBUD COUNTY  
DISPATCH CENTER**  
180 S 13TH AVE.  
FORSYTH, MT 59327

**SCHUTZ FOSS**  
ARCHITECTS, P.C.  
ARCHITECTURE - INTERIORS - PLANNING  
BILLINGS, MT - GILLETTE, WY  
WWW.SCHUTZFLOSS.COM

RENOVA

Project No. 2337

## **Applicant 0991-Town of Winnett**

The applicant is requesting \$206,000 of a total project cost of \$206,000 in Coal Board funds to purchase a New Loader. The request to the Board is 100% of the total project cost. The applicant is a designated unit.



**Problem:**

The Town of Winnett has never had the budget or grants available to purchase necessary equipment for various projects and maintenance throughout the Town. The Backhoe that the Town is currently using is a 1965 model and is in poor condition.

**Proposed Solution:**

Purchasing a new loader would help the Town of Winnett in performing maintenance to streets, alleys, parks, sewer and water systems.

<b>ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>SOURCE: MT Coal Board</b>	<b>SOURCE:</b>	<b>TOTAL:</b>
<b>Grant Administration</b>	*	\$	\$0.00
<b>Office Costs</b>	\$	\$	\$0.00
<b>Professional Services</b>	\$1,000.00	\$	\$1,000.00
<b>Legal Costs</b>	\$	\$	\$0.00
<b>Travel &amp; Training</b>	\$	\$	\$0.00
<b><u>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</u></b>	\$1,000.00	\$	\$1,000.00
<b>ACTIVITY COSTS:</b>			
<b>Equipment Cost</b>	\$205,000.00	\$	\$205,000.00
<b>Construction Cost</b>	\$	\$	\$0.00
<b>Architectural/Engineering Design</b>	\$	\$	\$0.00
<b>Product Completion (PER's, studies, etc.)</b>	\$	\$	\$0.00
<b>Contingency</b>	\$	\$	\$0.00
<b>TOTAL ACTIVITY COSTS</b>	\$206,000.00	\$	\$206,000.00
<b>TOTAL PROJECT COSTS</b>	\$206,000.00	\$	\$206,000.00

# Coal Board Grant Applicant #0991 Town of Winnett Staff Report / June 2024 Meeting

Applicant: Town of Winnett  
Project: Purchase of a New Loader  
Coal Board Funds Requested: \$206,000.00  
Total Project Cost: \$206,000.00

## I. General Project Information

### A. Eligibility:

- The applicant is a local government, which is eligible according to 90-6-205(4), MCA.
- The project would assist the applicant in providing several services to the community. The application lists waste services, road services and water or sewer projects. The following citation authorizes the applicant to make expenditures to provide for the proposed governmental services or facilities:
  - Solid waste services: 7-13-4108, MCA
  - Road project: 7-6-2527(16)
  - Water or sewer project: 7-13-4304, MCA

### B. Application Items:

- The Coal Board Application form was complete.
- A PER/PAR or technical memo is not required for equipment purchases.

### C. Applicant is a designated unit according to 90-6-207, MCA.

### D. Location of applicant:

- The applicant lists Bull Mountain Mine as the nearest coal development area or coal-using energy complexes, which is 63 miles away.
- The applicant is located in the southeastern area of the state and is the Petroleum County seat.

### E. Grant funding history:

- The applicant has not been awarded Coal Board funds since 2009, based on historical information available in the Commerce projects database.

## II. Coal Board Statutory Criteria (90-6-206, MCA) *For the following, provide bulleted analysis of the project against the criteria based on facts in the application.*

### A. Need: *Explain how the assistance that is required to eliminate or reduce a direct and obvious threat to the public health, safety, or welfare has been caused as a direct result of coal development or decline (Coal Board Application and Guidelines, p. 15).*

- The applicant demonstrated there is a need for this equipment.
- This loader would significantly increase fire safety by having the means to help with fire prevention within the town.
- The loader would also be used to improve alleys and streets in the town, providing safe and passable roadways for the community.

- No serious public health or safety problems have occurred and no state or federal health or safety standards have been violated.
- B. Severity of Impact: *Explain why the proposed project or governmental services or facilities “are 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” (Coal Board Application and Guidelines, p. 16).*
- The applicant is a designated unit and is 63 miles from the Bull Mountain Mine. That mine has seen large variations in coal productions from 2016 to 2022.
  - Without a Coal Board grant, the town will be unable to purchase a loader.
  - The application states there are no mine employees living in the Town of Winnett.
- C. Availability of funds: *What amount of funds is available in light of the total request submitted (Coal Board Application and Guidelines, p. 17).*
- Revenues and appropriation from the legislature related to the Coal Natural Resource account are currently \$919,402.00. Total requested grants for this meeting are \$553,722.00.
- D. Degree of local effort: *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 (Coal Board Application and Guidelines, p. 17).*
- The applicant is asking for 100% of this project to be funded by a Coal Board grant and will be providing the funding for maintenance, insurance, and other costs to keep this equipment in good working condition.
  - The current millage rates were not provided in the application. The application states that the town has levied the maximum millage rates during the past three years.
  - Based on the most recent audit submitted (2021), Commerce staff identified some concerns related to financial management.
- E. Planning and Management: *90-6-207(5), MCA requires the Coal Board to give attention “to the need for community planning before the full impact of coal development or decline is realized. Applicants should be able to show how the request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems.” Therefore, pursuant to Sub-Chapter 3 of the Administrative Rules of Montana, planning is an additional criterion the Coal Board will apply when judging applications. (Coal Board Application and Guidelines, p. 20).*
- Applicant states that this project will address significant infrastructure deficiencies in the Town of Winnett that will make the Town more able to adjust to increased and decreased production at the mine that is affecting the area population and demand on businesses and public services.
  - This project aligns with the 2024 Capital Improvements Plan (CIP), which they update annually. This is extraordinary for a community of this size.
  - The town of Winnett also maintains a shared Growth Policy with Petroleum County, which they update annually as well.

### III. Staff Summary

Commerce staff recommends funding because the application was complete and meets required statutory criteria. However, the Severity of Impact section is very sparse.



COMMUNITY DEVELOPMENT DIVISION

**Montana Coal Board Impact Grant Program  
Application and Guidelines**

**Grant Applications Due Quarterly, 45 days before the next regularly scheduled Montana Coal Board Meeting**

**Meeting dates and application due dates can be found on the Montana Coal Board website:  
<https://comdev.mt.gov/Boards/Coal/Meetings>**

**DOCCDD@MT.GOV**

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**Appendix A: Montana Coal Board Grant Program Application and Statutory Review Criteria**

**Appendix B: PAR Requirements**

**Appendix C: Environmental Review Requirements**

**Appendix D: Environmental Review Flowchart**

## I. Introduction

The Montana Coal Board, a governor appointed seven-member board, was created in 1975, along with Montana's Coal Severance Tax, through the passage of Senate Bill 87. The Montana Coal Board, referred to the "Coal Board" hereafter, follows Title 90, Chapter 6, Part 2 of the Montana Code Annotated to carry out its responsibilities. The Coal Board is attached to the Montana Department of Commerce (Commerce) for administrative purposes.

As stated in 90-6-201, MCA, the Board's purpose 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, 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.

The Board considers applications and awards Coal Board Impact grants to counties, communities, school districts, Indian Tribes, or other governmental units to assist them in adequately providing governmental services or facilities that are 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. The Board is also responsible to award grants to local government for the purpose of paying part or all the credit that the local governmental unit is obligated to give a major new industrial facility that has prepaid property taxes.

The Board meets at least once each quarter, typically during the second week of the third month of each quarter. Additional meetings may be called by the presiding officer or majority of the members (90-6-204, MCA). The Coal Board awards grants pursuant to 90-6-207, MCA, which provides the priorities for grants to counties, communities, school districts, or other governmental units that, as a result of the impact of coal development, has had or expects to have a net increase or decrease in estimated population. The current Coal Impact Area Report, list of designated units, and a map can be found on the Coal Board website: <https://comdev.mt.gov/Boards/Coal>.

These application guidelines explain how an eligible application can apply for Montana Coal Board funding and includes an application and appendices relevant to program requirements. Montana Coal Board program application and guidelines, project administration manual, other relevant information and resources are available on the Montana Department of Commerce (Commerce), Community Development Division (CDD) website at <https://comdev.mt.gov/Boards/Coal>. Interested persons can also e-mail MHPG program staff at [DOCCDD@mt.gov](mailto:DOCCDD@mt.gov) or call staff at (406) 841-2770 regarding any questions they may have about the MHPG Program.

Alternative accessible formats of this document will be provided upon request. If you need this document in an alternative format, such as large print, Braille, audio tape, or computer diskette, please contact the Montana Department of Commerce Community Development Division at (406) 841-2770, TDD (406) 841-2702, or the Relay Services number, 711.

The Department of Commerce does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities. Individuals who need aids or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known. Please provide as much advance notice as possible for requests.

## II. Eligible Applicants

Applicants eligible to receive financial assistance for the Montana Coal Board include:

- Local governmental units (cities, towns, counties, school districts, water and sewer districts, etc.)
- State agencies
- Governing bodies of federally recognized Indian tribes.

Under 90-6-209, MCA, a grant to an Indian tribe may not be approved by the Coal Board unless:

(a) the governing body of the tribe has agreed:

(i) to waive its immunity from suit on any issue specifically arising from the transaction of a grant obtained under this part; and

(ii) to the adjudication of any dispute arising out of the grant transaction in the district court of the first judicial district of the state of Montana; and

(b) approval of the transaction has been obtained from the secretary of the United States department of the interior whenever approval is necessary.

Under ARM 8.101.306 State Agencies:

(1) An eligible state agency is one that:

(a) is seeking a grant to assist a local governmental unit in providing a service which the local government unit is legally responsible to provide in whole or in part, and such service must be expanded because of coal development or decline impact, and the applicant state agency is either

joined in the application by the local governmental unit's governing body or has received letters of support from such authority; or

(b) is applying to provide a direct service to the Coal Board to enable the board to more effectively discharge its statutory responsibilities.

## Additional Considerations for Eligible Applicants

Applicants should be familiar with their status of audit compliance and related financial considerations at the time of application, as applicable audit and financial compliance reports are reviewed by Commerce staff as part of the ranking process. Information related to the audit and financial status of a local government applicant is available at any time on the Department of Administration, Local Government Services website at <http://sfsd.mt.gov/LGSB>.

## III. Eligible Projects

The Coal Board statutes do not specifically prohibit any type of project from eligibility for Coal Board funds. Eligible projects include any governmental services that are needed as a direct consequence of an increase or decrease of coal development or of an increase or decrease in the consumption of coal by a coal-using energy complex. Project types may be construction, equipment purchases, or developing a planning document.

Applicants must document how the project meets the Coal Board statutory criteria (MCA 90-6-206, 90-6-208). Grants must be awarded based on:

- Need;
- 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;
- Availability of funds;
- Degree of local effort in meeting these needs.
  - 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.



- 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.
- 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.
- 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.
- To the extent that the applicant has no history of mill levies, the second and third bulleted items do not apply.
- Planning and Management
  - State law (90-6-207(5), MCA) requires the Coal Board to give attention “to the need for community planning before the full impact of coal development or decline is realized.
  - Applicants should be able to show how the request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems.” Therefore, pursuant to Sub- Chapter 3 of the Administrative Rules of Montana, ‘planning’ is an additional criterion the Coal Board will apply when reviewing applications.

Coal Board grant funds used for the preparation of plans, studies, analyses, or necessary research for the preparation of a preliminary engineering report must meet the requirements of the most current Uniform Application for Montana Public Facility Projects. Coal impact grant funds used for the preparation of a preliminary architectural report must meet the requirements described in Appendix B.

#### **IV. Eligible Funding**

Coal Board grant funds are appropriated by the state legislature on a biennial basis. The Montana Coal Board may award Coal Board grants up to, but not more than the amount appropriated by the legislature by fiscal year and biennium. Quarterly fiscal updates are provided to the Board and the public on at least a quarterly basis at regularly scheduled Coal Board meetings.

The Montana Department of Commerce (referred to as “Commerce”, hereafter) is required by statute, Montana Code Annotated (MCA 90-6-207) to biennially designate each county, incorporated city and town, school district or other governmental unit impacted by coal development. The specific criteria for designation are defined in detail within the statute and summarized below. This designation guides the use of funds and directs the Montana Coal Board (referred to as “Coal Board”, hereafter) to award at least 50% of appropriated funds to designated local government units, except as it pertains to MCA 90-6-205(4)(b).

The Coal Board cannot award more than 50% of the funds appropriated to it each fiscal year for non-designated units.

#### **V. Application Submission**

To apply for a Coal Board grant, an eligible applicant must complete the required application (Appendix A) and submit by the due date. One hard copy and one electronic copy of the Coal Board application, PER or PAR, if applicable, completed environmental review documentation, and associated documents must be postmarked or delivered to the Department of Commerce, 301 South Park Ave., PO Box 200523, Helena MT, 59620 on or before the application date listed on the Coal Board website: <http://comdev.mt.gov/Boards/COAL>.

To apply for Coal Board Funds, eligible applicants must complete the application and submit the materials via the

State of Montana File Transfer Service at <https://transfer.mt.gov>. Once there, you will be asked to log in or create an ePass account if you do not already have one. Once logged in, click on “Send a New File” and pull your application file(s) into the field and click “Continue”. When prompted, click on “State Employee or ePass Montana Customer”. On the “Recipients” page, select the “Find a State Group” tab. In the “Search” box, type “DOC CDD FTS” and hit “Search”. Select the existing group found “DOC CDD FTS”. To find the correct state distribution group, please use spaces between DOC and CDD and FTS. Follow instructions provided to submit your application. Please include the name of the applicant and “Coal Board Application” in files uploaded to the transfer service. Please combine application materials into as few files as possible. *Contact us with any questions.*

Applications are due 45 days prior to the Coal Board meeting. Any application not received or postmarked by the application due date, will be reviewed during the subsequent quarter.

Applicants must appear before the Coal Board, in-person or by conference call, when their application is on the agenda for consideration. Applicants will receive a staff review report and an agenda prior to the meeting date. If a representative is not available to speak on behalf of the application request, the application may be tabled until the next board meeting.

Prior to award, the applicant must provide documentation of a complete environmental review. Coal Board grants are a state action subject to the Montana Environmental Policy Act (MEPA). MEPA specifies three different levels of environmental review, based on the significance of the potential impacts. The levels are: (1) exempt or categorically excluded from MEPA review; (2) environmental assessment (EA), and (3) environmental impact statement (EIS). The following outlines the environmental review process that must be completed by the applicant for each project proposed for Coal Board funding. For detailed information on MEPA, see A Guide to the Montana Environmental Policy Act, or A Citizen’s Guide to Public Participation in Environmental Decision Making, at <https://leg.mt.gov/committees/interim/eqc/montana-environmental-policy-act/>.

All necessary environmental review of the proposed project must be completed prior to submission of the application for grant funding. Any application received without documentation that the environmental review process has been completed, may be denied or tabled by the Board. Additional documentation may be submitted to the Board within 10 days of the meeting or at the meeting. The applicant will need to request a waiver to the 10-day rule from the Board at the meeting.

The applicant must provide documentation of the completed environmental review process and include with the application all documentation of the public review process, including but not limited to, the public notice for and minutes of a public hearing at which the environmental review was discussed, the public comments received, and the final decision on the environmental determination made during a public meeting. For more information Coal Board website for a webinar on environmental review, sample environmental resolutions, and an Environmental Steps checklist. <https://comdev.mt.gov/Boards/Coal/ProjectGrants/Toolkit>. More information about the environmental review process can be found in Appendices C and D.

The Board may categorically exclude projects from MEPA requirements which apply to Coal Board regulations and will not normally prepare either an environmental assessment or an environmental impacts statement in considering applications for grants to finance projects. This determination is not something Commerce determines; therefore, the staff report includes comments that reflect the completion of the process.

An applicant may submit a Confidentiality and Non-Disclosure Agreement, to protect any information that the applicant does not want public to see. This may be submitted with the application or at any time during the project timeline. This may not be applicable to all applicants or project types. Please contact CDD staff at [DOCCDD@mt.gov](mailto:DOCCDD@mt.gov) for the Commerce template.

## **VI. Award Process**

Applications are evaluated as they are submitted at the quarterly Board meeting. The Coal Board may approve, deny or table a grant. The Board may table an application if significant changes or new information are presented during the meeting. The Board may request that an applicant return to the next meeting with additional information and move to table the application until the next meeting. If the application is tabled pending receipt of the requested information, the applicant can make a request that the Board remove the application from the table after submitting further information. The application will be placed on the next Coal Board meeting agenda.

The Board may prioritize projects at each meeting based any availability of funds or other statutory criteria. Once awarded, contracts will be routed for execution with grantees in the order of prioritization, if applicable, and when revenues are sufficient for awards.

## **VII. Project Administration**

Please see the Project Administration Manual on the Commerce website for information on how to administer a Coal Board project.

**Appendix A: Coal Board Application**

**THE COAL IMPACT GRANT APPLICATION FORM SUBMITTED BY (NAME OF APPLICANT)**

**CERTIFICATION**

The chief elected official or executive officer of the applicant must sign the application certifying that to the best of the official's knowledge and belief, the information provided in the application and the attached documents is true and correct.

The chief elected official or executive officer of the applicant must also certify that, in accordance with Section 90-6-205, MCA, the applicant is eligible for a Coal Impact Grant and has the authority to administer and make expenditures to provide for the proposed service or facility.

**CERTIFICATION**

To the best of my knowledge and belief, the information provided in this application and in the attached documents is true and correct.

In accordance with Section 90-6-205, MCA, the applicant is eligible for Coal Board grants and has the statutory authority to make expenditures to provide for the particular service or facility.

Name: Savannah Moore

Title: Winnett Clerk + Treasurer

Signature: 

Date: 04/29/2024

## **SUMMARY INFORMATION**

1. NAME OF APPLICANT(S):  
**TOWN OF WINNETT**
  
2. TYPE OF ENTITY:  
**TOWN GOVERNMENT**
  
3. SENATE AND HOUSE DISTRICTS:  
**STATE SENATE DISTRICT #15**  
**HOUSE OF REPRESENTATIVES DISTRICT #029**
  
4. AMOUNT OF COAL IMPACT GRANT REQUESTED  
**\$206,000.00 – See attached estimates at the end of this application.**
  
5. NAME OF PROJECT:  
**Town of Winnett – Equipment: Loader**
  
6. TYPE OF PROJECT:  
**Purchase of one new loader**
  
7. POPULATION SERVED BY PROJECT:  
**198**
  
8. NUMBER OF HOUSEHOLDS SERVED BY PROJECT:  
**98**
  
9. CHIEF ELECTED OFFICIAL OR AUTHORIZED REPRESENTATIVE:  
**David Harris, Town of Winnett Mayor**  
**PO Box 225**  
**Winnett, MT 59087**  
**Ph: (406)429-5451 Email: [twinnett@midrivers.com](mailto:twinnett@midrivers.com) or [dkharris73@hotmail.com](mailto:dkharris73@hotmail.com)**

10. PRIMARY ENTITY CONTACT PERSON:  
**Savannah Moore, Town of Winnett, Clerk & Treasurer**  
**PO Box 225**  
**Winnett, MT 59087**  
**Ph: (406)429-5451 Email: [twinnett@middrivers.com](mailto:twinnett@middrivers.com)**

11. OTHER CONTACT PERSONS:  
**Robie Culver**  
**Stahly Engineering & Associates**  
**3330 Centennial Dr**  
**Helena, MT 59601**  
**[rculver@seaeng.com](mailto:rculver@seaeng.com) (406)442-8594**

12. MILLAGE RATES:

Fiscal Year	Entity Wide Taxable Valuation	% From Previous Year	Mills Carried Forward
2020-2021	146,390	-1.33%	0
2021-2022	148,208	1.24%	0
2022-2023	156,557	5.63%	0

13. AMOUNT OF COAL GROSS PROCEEDSTAX:

**The Town of Winnett did not receive any Coal Gross Proceeds taxes.**

14. IMPACTS FROM COALINDUSTRY:

Number of residents that are currently employed by the coal industry within the applicant’s jurisdiction

**The Town of Winnett is within a reasonable driving distance of the Bull Mountain mine so it is not unlikely that an employee of that mine would live in Winnett, however, there are no known residents at this time. It is likely that many of the mine employees visit the Town for various recreational activities like fishing, hunting, and camping, etc. which directly benefits the Winnett economy.**

15. MAPS:

Each application must include a legible map showing the boundaries of the proposed project area and the locations of all proposed project activities, such as land to be acquired or public facilities to be constructed or improved.

See attached map.

16. BRIEF PROJECT SUMMARY:

The project summary should briefly provide some background information including:

- the age of the system, facility, equipment, building;
- the date, type and cost of the last major improvements to the system, facility, equipment, building; and
- whether there are any state administrative orders or other similar requirements to fix or modify the system, facility, equipment, and building.
- The project summary should also clearly state the specific problem(s) with the public facility and how the proposed project will solve the problem(s).

Applications for Coal Board assistance for public services or programs such as community planning, economic development, etc. should provide similar background information regarding the nature of the problem and the proposed solution.

**Winnett is the seat of Petroleum County as well as it's most populated Town. Winnett is the home to 198 residents within city limits as well as many others living in the county and those who use the area for recreational services or seasonal living. The Town of Winnett has never had the budget or grants available to purchase necessary equipment for various projects and maintenance throughout the Town. At this time, the only piece of working equipment the Town has is a 1965 Backhoe that is in poor condition and difficult to use. Being able to purchase a loader would allow our Director of Public Works the capability to make many improvements and complete projects in an easier and more timely manner. Having this would positively impact our streets, parks, sewer, and water system wherever needed. It would also likely save the Town money not having to hire outside contractors for every little break, emergency, or project that comes up. The first maintenance project on this list would be various alleys throughout the Town that are in horrendous condition – he would be able to haul the necessary dirt and gravel to repair them and make them much more drivable. This would also make plowing and snow hauling so much easier and more doable which will keep the streets in better conditions all around, as well as make for a safer driving experience. The Town limb pile is very hard to contain without the appropriate equipment so having this in time for summer would make that much easier to maintain and keep open for the community.**

## 17. PROJECT BUDGET AND IMPLEMENTATION SCHEDULE:

### A. Project Budget Form:

The proposed project budget **must** include a breakdown of all major project costs, and a description of the proposed source and use of all funds. Designate the total budget of any proposed project as either “Administrative/Financial Costs” or “Activity Costs: (such as engineering or construction). Administrative Costs may not exceed 10% of the total project cost. Refer to the description of expenditure categories shown below that outline the expenditures that may be part of the budget. The Administrative/Financial Costs cover the expenses of administering a local project, including the cost of local government personnel involved with managing the project; the cost of the local project audit; and other contractual costs for professional services (such as hiring a project manager) that may be associated with administration of the program.

Administrative/Financial Costs must be reasonable and appropriate to ensure cost-effective and proper management of the project.

Any proposed Administrative/Financial Costs must be eligible, fully supported, and adequately explained. Applicants which propose to contract for project management assistance with a consultant or other entity must specifically itemize this amount in the Administrative Budget and explain it.

**PROJECT BUDGET**

Completed by: Savannah Moore

For: Winnett, MT

Date: 04/16/2024

ADMINISTRATIVE/ FINANCIAL COSTS	SOURCE: MT Coal Board	SOURCE:	SOURCE:	SOURCE:	TOTAL:
Grant Administration	*	\$	\$	\$	\$0.00
Office Costs	\$	\$	\$	\$	\$0.00
Professional Services	\$1,000.00	\$	\$	\$	\$1,000.00
Legal Costs	\$	\$	\$	\$	\$0.00
Travel & Training	\$	\$	\$	\$	\$0.00
<b>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</b>	\$1,000.00	\$	\$	\$	\$1,000.00
<b>ACTIVITY COSTS:</b>					
Equipment Cost	\$205,000.00	\$	\$	\$	\$205,000.00
Construction Cost	\$	\$	\$	\$	\$0.00
Architectural/Engineering Design	\$	\$	\$	\$	\$0.00
Product Completion (PER's, studies, etc.)	\$	\$	\$	\$	\$0.00
Contingency	\$	\$	\$	\$	\$0.00
<b>TOTAL ACTIVITY COSTS</b>	\$206,000.00	\$	\$	\$	\$206,000.00
<b>TOTAL PROJECT COSTS</b>	\$206,000.00	\$	\$	\$	\$206,000.00



**B. Project Budget Narrative:**

Include a narrative justification for the specific proposed project construction activities and related administrative/ financial costs. Explain the cost estimates for each item in the proposed budget in the narrative.

**The primary cost to this “project” is the purchasing of the loader. The Town will maintain all responsibility for maintenance, insurance, and other costs to keep this equipment in good, working condition. Professional services include assistance from the Town’s grant administrator to ensure all grant related requirements are met.**

**C. Implementation Schedule:**

Each applicant must submit an implementation schedule that describes the overall schedule for project completion.

**IMPLEMENTATION SCHEDULE FOR -----**

TASK	QUARTERS 2024				QUARTERS 2025				QUARTERS 2026			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
<b><u>PROJECT START-UP</u></b>												
A. Sign contract with Coal Board		X										
B. Secure approval of other funding		X										
C. Submit progress reports and drawdown request. (Progress reports quarterly if no draws submitted)		X	X									
<b><u>PROJECT CONSTRUCTION</u></b>												
A. Architectural Design												
B. Conduct pre-construction conference												
C. Construction and purchase and installation of equipment		X										
D. Monitor Progress												
E. Final Inspection												
<b><u>PROJECT CLOSE-OUT</u></b>												
A. Coal Board administrative staff conduct on-site monitoring of the project			X									
B. Submit project completion report.			X									
C. Include project in audits.				X								

18. DESCRIPTION OF RELATIONSHIP TO COAL BOARD STATUTORY GRANT CRITERIA

The Coal Board does base its awards on the following four statutory criteria (90-6-206, MCA). In addition, State law (90-6-207(5), MCA) that requires attention be given to the need for community planning before the full impact of coal development or decline is realized.

A. **Need**

**Explain how the assistance that 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?" (90-6-206, MCA)**

**Located less than 100 miles from the Blue Mountain Mine, the Town of Winnett qualifies as a community impacted by coal development by *The Montana Coal Board Coal Impacted Local Governmental Units Designation Report for the 2025 Biennium*.**

1. Does a serious deficiency exist in a basic or necessary community public facility or service? Examples include emergency services such as police, fire or ambulance services. Describe the nature and frequency of occurrence and provide supporting documentation.

**A loader could significantly increase fire safety by having the means to help with fire prevention within the Town of Winnett.**

2. Have serious public health or safety problems that are clearly attributable to a deficiency occurred, or are they likely to occur, such as illness, disease outbreak, substantial property loss, environmental pollution, safety problems, hazards, or health risks? Describe the nature and frequency of occurrence and provide supporting documentation.

**The alleys throughout the Town of Winnett continue to stay in less than ideal conditions because of the difficulty hauling gravel and dirt – This would allow the Town to maintain the alleys and streets on a regular basis creating safer driving conditions. The ability to utilize the loader to manage debris would reduce blight by eliminating potential environmental pollution and hazards.**

3. Is the entire community, or a substantial percentage of the residents of the community, seriously affected by the deficiency or at risk, as opposed to a small percentage of the residents? Describe the number or percentage of community residents affected by the problem.

**The entire community and those passing through use the roads and alleys within the Town as well as the water and sewer system. This would not only improve the practicality and usage of our public systems but would also make the Town and its amenities more aesthetically pleasing and enjoyable for public use.**

4. Is there clear documentation that the current condition of the public facility or service (or lack of a facility or service) violates, or may potentially violate, a state or federal health or safety standard. If yes, describe the standard being violated. If the proposed project is necessary to comply with a court order or a state or federal agency directive, describe the directive and attach a copy of it.

**N/A.**

5. Does the standard that is being violated, or potentially may be violated; represent a significant threat or potential threat to public health or safety?

**N/A.**

6. Additional information supporting the NEED for this project.

**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**

Explain why the proposed project or governmental services or facilities “are 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” (90-6-205(4)(a), MCA).

1. Describe why the need for the expansion or improvement to the public facility or public service is attributable to coal-related impacts. Additionally, please provide the percentage of the project that is a result of coal impacts.

***The Montana Coal Board Coal Impacted Local Governmental Units Designation Report for the 2025 Biennium (Designation Report) designated the Town of Winnett as a designated town impacted by coal development. Petroleum County and the Winnett School District are designated based on MCA 90-6-207(1)(b)(ii) and the School District is also designated based on MCA 90-6-207(1)(c).***

***Designation based on MCA 90-6-207(1)(b)(ii) is due to “production of an existing coal mine will increase or decrease by at least 1 million tons per year and that the new, expanded, or reduced production will commence within 2 years of the designation.”<sup>1</sup> Designation based on MCA 90-6-207(1)(c) is due to being located within 100 miles via the shortest all-weather public road of a qualifying mine or facility. Petroleum County and the Town of Winnett are within 100 miles of Bull Mountain Mine (formerly Signal Peak Mine). The Designation Report states that from 2016 to 2022 the Bull Mountain Mine has seen large variations in coal production, exceeding 1 million tons.***

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<sup>1</sup> Montana Coal Board Coal Impacted Local Governmental Units Designation Report for the 2025 Biennium

***The Town of Winnett is 63 miles from the mine.***

***Very limited tax revenue in Petroleum County is attributable in part to a lack of opportunities related to the coal industry. The Town is seeking additional ways to improve their local economy through this purchase and, therefore, 100% of the project is the result of coal impacts.***

2. Name the nearest coal development area or coal-using energy complex to your community and the road miles from your community.

**The Bull Mountain Mine is located 63 miles from Winnett.**

3. Additional information supporting the 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**

1. Amount requested from the Coal Board: \$ 206,000.00
2. Amount of Coal Board funds available at the time of application \$ \_\_\_\_\_ (#2 will be completed by Coal Board staff)
3. Explain why a coal impact grant is necessary to make the project feasible and affordable  
**This equipment cannot and will not be afforded without the coal impact grant.**
4. What are the other proposed funding sources for the project? **No other sources of funds are available for the project.**

<b><u>FUNDING SOURCES SUMMARY FOR.....</u></b>				
<b>Source</b>	<b>Type of Fund</b>	<b>Amount</b>	<b>Status of Commitment</b>	<b>Loan Rates &amp; Terms</b>

5. If a particular proposed source of funding is not obtained, how will the applicant proceed?

Explain how the funding strategy will change if each proposed funding source is not received. (Discuss how the

loss of each of the proposed funding sources would affect the completion of the project. For instance, will the applicant wait and re-apply to the funding source, will the applicant be willing to increase the amount of debt it will incur, or will the project not move forward?)

**The Town will be unable to purchase the loader at this time if Coal Board funds are not available. The Town utilizes its current level of funding to maintain the limited services it provides to Winnett residents. Additionally, an ongoing wastewater project that has been planned for many years is anticipated to be under construction in 2024 and all available Town resources are allocated to that project.**

**D. Degree of Local Effort in Meeting Needs**

1. If current millage rates given are lower than the average rates levied during the previous three years, briefly explain why they are lower.

**The Town has levied the maximum millage rates during the past three years.**

2. Describe any local efforts to meet the public facility or public service needs by providing financial contributions to the project to the extent possible, such as local funding, donations of land, absorbing some or all-administrative costs. For non-profit organizations, describe fund- raising efforts or other in-kind assistance to the proposed project as well as usual program fund-raising efforts.

**A loader would be of significant use for many projects and maintenance. At this time, even a seemingly small project can be of a big expense to the Town with having to hire outside contractors to complete a lot of work that our Director of Public Works could do, if he had the proper equipment for the job. Another major benefit will be the ability to move snow piles. At present, it is extremely difficult to move large piles of snow and the Town relies heavily on the County to assist with this – as they are busy with their own responsibilities, often times the snow just ends up melting and creating a bigger icy mess in the streets as it freezes and thaws repeatedly.**

3. Describe past operation and maintenance budgets and practices over the long-term, including any reserves for repair and replacement.

**The Town anticipates for maintenance and repair in all funds and accounts each fiscal year (pool, park, sewer, water, emergency services building, vehicle, etc.). The Town has cash reserves in the sewer and water funds that are in an interest earning account to be held unless in the event of an absolute emergency. It is likely that water and sewer rates will be increased over the next several years given the necessity to upgrade the sewer treatment system and maintain adequate reserves in the water fund.**

4. If there are indications that the problem is not of recent origin or has developed because of inadequate operation and maintenance practices in the past, explain the circumstances and describe the actions that management will take in the future to assure that the problem will not reoccur.

5. If the project involves water, wastewater or solid waste, provide the current and projected monthly household user charges, including operation and maintenance:
- What is the current monthly household user charge? \$ \_\_\_\_\_
  - What is the projected monthly user charge (including operation and maintenance) when the project is complete? \$ \_\_\_\_\_

**N/A.**

6. What are your current debt obligations?

List current debt obligations. If the applicant is a water, wastewater, solid waste, or other system, which relies on rates and charges for its financial support, only debt related to that system need be entered. If the applicant is a city, county, or district that relies on general taxing authority for its financial support, or is a not-for-profit organization, debt related to the general obligations of the city, county, district, or not-for-profit organization should be entered.

<b><u>CURRENT DEBT SUMMARY FOR -----</u></b>								
Year Issued	Purpose	Type of Bond/ Security	Amount	Maturity Date (mo./yr.)	Debt Holder	Coverage Required	Annual Payment Amount	Outstanding Balance
1994	Sewer project		187,600.00	2034	USDA Rural Development		10,140.00	85,262.25

7. What are your current assets?

List all current assets including endowments, cash, investments, certificates of deposit, accounts receivable, and any other current assets not specifically indicated. Indicate whether assets are obligated for a specific purpose and what that purpose is (i.e., Certificate of Deposit, \$100,000 - reserve requirement for SRF loan, Investments, \$200,000 – \$100,000 of it is needed to purchase line inspection equipment in 2005).

**Operating Cash: \$130,000.00**

**STIP (investment account): \$320,000.00**

8. What financial accounting system do you use? \_\_\_\_\_

The Board is required to ensure conformity to generally accepted accounting principles. Examples include Quick Books and MBARS.

**Black Mountain Software**

9. Is the applicant in compliance with the auditing and annual financial reporting requirements provided for in the Montana Single Audit Act, 2-7-501 to 522, MCA? (Tribal governments must comply with auditing and reporting requirements provided for in OMB Circular A-133).



Yes X No \_\_\_ Date of last completed audit or financial report **September, 2023**

10. If there have been audit findings within the last five years, have they been satisfactorily addressed?

**Any findings have been satisfactorily addressed and the Town is in good standing Local Government Services.**

11. Additional information supporting the DEGREE OF LOCAL EFFORT IN MEETING NEEDS.

**E. Planning & Management**

State law (90-6-207(5), MCA) requires the Coal Board to give attention “to the need for community planning before the full impact of coal development or decline is realized. Applicants should be able to show how the request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems.” Therefore, pursuant to Sub-Chapter 3 of the Administrative Rules of Montana, Planning is an additional criterion the Coal Board will apply when judging applications.

1. Describe how your grant request reasonably fits into an overall plan for the orderly management of the existing or contemplated growth or decline problems related to coal impacts.

***In the previous 10 years, the Bull Mountain Mine has increased as much as 29% in one year and decreased as much as 19% in one year. This project will address significant infrastructure deficiencies in the Town of Winnett that will make the Town more able to adjust to increased and decreased production at the mine that is affecting the area population and demand on businesses and public services.***

2. Describe how the proposed project is consistent with current plans.  
Plans may include a local capital improvements plan, growth policy, transportation plan, comprehensive economic development plan, or any other applicable plan.

**See attached 2024 Capital Improvement Plan for the Town of Winnett - This is a constant working document that is reviewed and adjusted yearly. Also attached you will find the Town of Winnett/Petroleum County Growth Policy that was recently reviewed and approved.**

SYSTEM DESIGNATIONS

- NHS Interstate
- NHS Non-Interstate
- Primary
- Secondary
- Urban
- State Maintained
- Off System
- Alley

ROUTE SURFACE TYPE

- Paved
- Unpaved

ROUTE SIGNING

- Interstate Highway
- U.S. Highway
- Montana Route
- Route

BOUNDARIES

- County Line
- City Boundary
- National Park Service
- Reservation
- National Forest Service
- State Park
- US Fish Wildlife Service

OTHER SYMBOLS

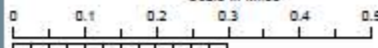
- Stream
- Water
- Railroad
- Bridge
- Canal or Ditch
- Reference Marker
- Public Airport
- Parking Area
- Rest Area: Year-Round/Seasonal

City Location

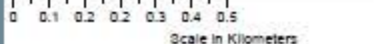


PREPARED BY THE  
STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION  
GEOSPATIAL INFORMATION SECTION

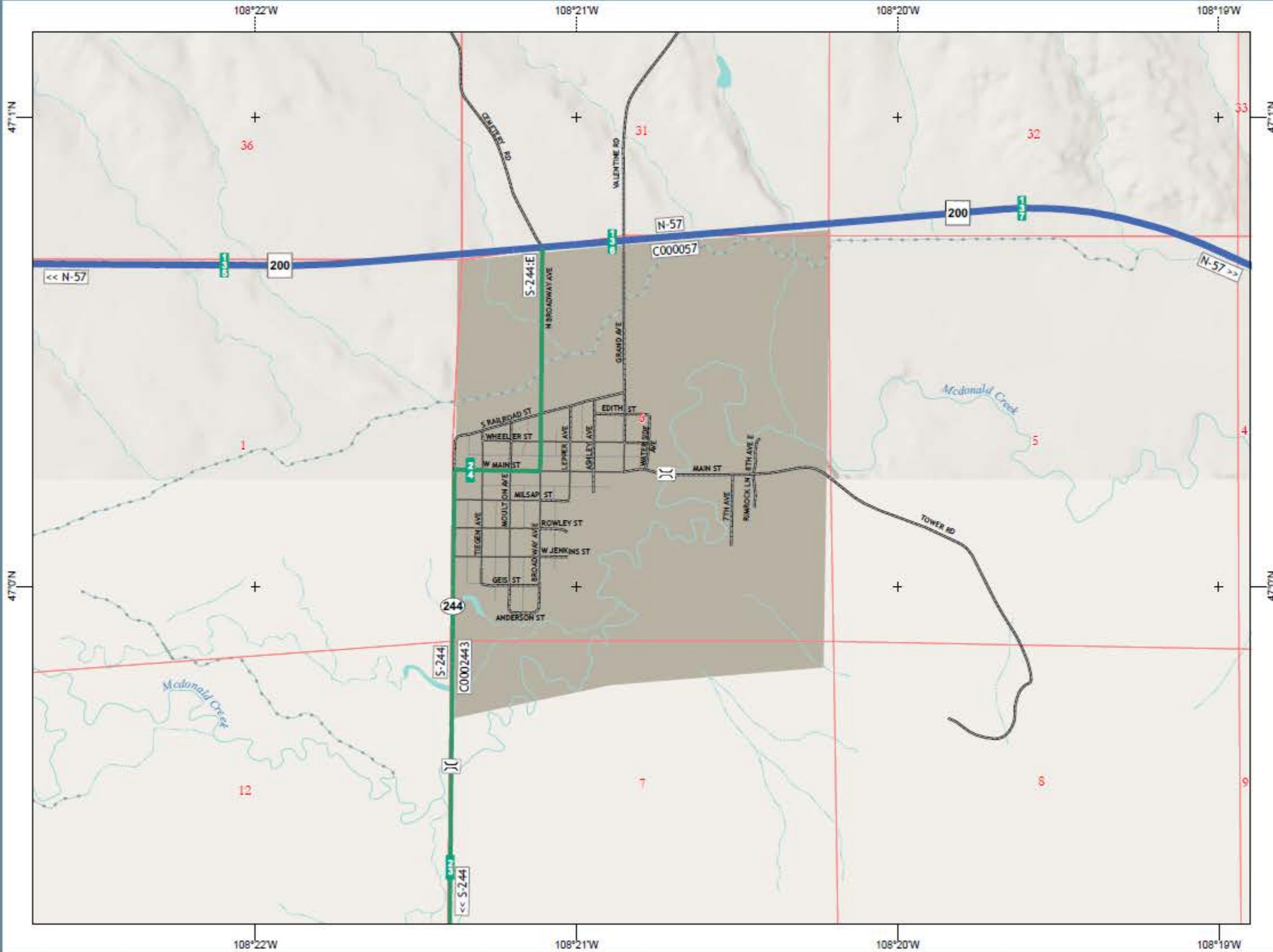
Scale in Miles



Scale in Kilometers



NAD 1983 State Plane Montana FIPS 2500  
Lambert Conformal Conic





Apr 25, 2024

TOWN OF WINNETT  
PO BOX 225  
WINNETT, Montana 59087-0225

Attention: Josh Schreiner

**RE: Quote 295589-02**

Dear Josh Schreiner,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 926M Wheel Loader with all standard equipment in addition to the additional specifications listed below:

<b>STOCK NUMBER:</b>	<b>SERIAL NUMBER:</b>	<b>YEAR:</b>	<b>SMU:</b>
----------------------	-----------------------	--------------	-------------

---

SELL PRICE	\$201,119.53
<b>NET BALANCE DUE</b>	<b>\$201,119.53</b>
<b>BALANCE</b>	<b>\$201,119.53</b>

---

**F.O.B/TERMS: Billings TE**

**Accepted by** \_\_\_\_\_ **On** \_\_\_\_\_

**Signature**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Truman Neprud  
Machine Sales Representative  
TNeprud@tractorandequipment.com



Apr 25, 2024

TOWN OF WINNETT  
PO BOX 225  
WINNETT, Montana 59087-0225

Attention: Josh Schreiner

**RE: Quote 295589-01**

Dear Josh Schreiner,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 926M Wheel Loader with all standard equipment in addition to the additional specifications listed below:

<b>STOCK NUMBER:</b>	<b>SERIAL NUMBER:</b>	<b>YEAR:</b>	<b>SMU:</b>
<hr/>			
SELL PRICE			\$207,031.27
<b>NET BALANCE DUE</b>			<b>\$207,031.27</b>
<b>BALANCE</b>			<b>\$207,031.27</b>

**F.O.B/TERMS: Billings TE**

**Accepted by** \_\_\_\_\_ **On** \_\_\_\_\_

**Signature**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Truman Neprud  
Machine Sales Representative  
TNeprud@tractorandequipment.com

**WARRANTY**

Standard Warranty: 12 Month or 1,500 Hour Full Machine Standard Warranty extended 5 yr 5000 hour Premier warranty is included.

**STANDARD EQUIPMENT****POWERTRAIN**

Axle seal guards Auto Idle shut down feature Cat C7.1 ACERT engine-Power modes (standard and performance)-Power by range (high power in range 4)-Tier 4 final/Stage V compliant-Turbocharged and aftercooled-Filtered crankcase breather-Diesel particulate filter-Selective catalyst reduction Coolant protection to -34C (-29F) Differential lock in front axle Dry type air cleaner Enclosed wet disc full hydraulic brakes Fuel priming pump, automatic Fuel water separator Hydraulically driven demand cooling fan Hydrostatic transmission with electronic control-Operator modes (default, TC, hystat and ice)-Directional shift aggressiveness (fast, medium, Slow)-Rimpull control, adjust wheel torque-Creeper control, adjust ground speed Lubed for life driveshafts Parking brake, electric Single plane cooling package wide 6 fins per inch density S-O-S port, engine, coolant, transmission oil

**HYDRAULICS**

Automatic lift and bucket kickouts, adjustable in-cab Bucket and fork modes, adjustable in-cab Cylinder damping at kickout and mechanical end stops Fine mode control (fast, medium, slow) in Fork Mode Hydraulic response setting (fast, medium, slow) Hydraulic diagnostic connectors and S-O-S ports Hydraulic sight gauge, visible Load sensing hydraulics and steering Seat mounted hydraulic joystick controls

**ELECTRICAL**

Alternator, 115-amp, heavy duty 12V power supply in cab (2) Batteries, 1,000 CCA (2) 24 volt system, disconnect switch Back up alarm Emergency shutdown switch LED rear stop and turn lights Heavy duty gear reduction starter Product Link Remote jump start post Resettable main and critical function breakers Rooding lights front and rear

**OPERATOR ENVIRONMENT**

75 mm (3 in) retractable seatbelt Automatic temperature control Cab, enclosed ROPS/FOPS pressurized and sound suppressed Cup holders External heated mirrors with lower parabolic Ground level cab door release Gauges-Digital hour meter, odometer and tachometer-Digital ground speedometer and direction indicator-Engine coolant temperature gauge-Fuel and diesel exhaust fluid level indicator-Hydraulic oil temperature gauge Hydraulic control lockout Interior cab lighting, door and dome Interior rearview mirrors (2) Lunch box storage Operator warning system indicators Radio ready speakers Rear window defrost, electric Seat mounted electronic implement controls, adjustable Sliding glass on the side windows Column mounted multi function control-lights, wipers, turn signal Suspension seat, fabric Tilt and telescope steering wheel Tinted front glass Wet arm wiper/washer, 2-speed and intermittent, front Wet arm wiper washer, rear

**OTHER STANDARD EQUIPMENT**

Large-access enclosure doors with adjustable close/open force Parallel lift loader linkage Recovery hitch with pin Remote mounted lubrication points Vandalism protection-lockable compartments

**MACHINE SPECIFICATIONS**

926M SWL AGGREGATE CFG1	579-7670	366-6880 TIRES, 20.5R25 MX XHA2 * L3	366-6880
INCLUDES:		LANE 3 ORDER	0P-9003
541-2670 926M WHEEL LOADER	541-2670	PREP PACK, UNITED STATES	430-2943
387-4097 FILM GP, AGGREGATE	387-4097	STEERING, STANDARD	430-2996
REQUIRES:		DIFFERENTIAL, OPEN REAR	333-6529
467-7988 CTWT, AGGREGATE, 1420LBS(644 KG), 3PCS	467-7988	ENVIRONMENT, STANDARD	536-5320

One of the following buckets in North America:		WEATHER, THERMAL BYPASS 120V	525-5966
417-4923 BUCKET-GP, 3.0 YD3, PO, BOCE	417-4923	HYDRAULICS, 3V, CPLR READY, SL	541-3073
625-4727 BUCKET-GP, 3.0 YD3, PO, BOTS	625-4727	HYDRAULICS, STANDARD, SL	536-5281
466-2252 BUCKET-S&G, 3.2 YD3, PO, BOCE (Lane 3 only)	466-2252	LINES, AUX 3RD, STD LIFT	530-1623
625-4740 BUCKET-S&G, 3.2 YD3, PO, BOTS (Lane 3 only)	625-4740	JUMPER LINES, NONE	536-5339
360-3323 BUCKET-GP, 3.0 YD3, FUS, BOCE	360-3323	LIGHTS, STD HALOGEN	488-1112
625-4730 BUCKET-GP, 3.0 YD3, FUS, BOTS	625-4730	LIGHTS, ROADING, HALOGEN, RH	541-3066
625-4741 BUCKET-S&G, 3.2 YD3 FUS, BOTS	625-4741	CAB, DELUXE	549-0451
451-1409 BUCKET-S&G, 3.2 YD3 FUS, BOCE	451-1409	SEAT, DELUXE	563-5967
RECOMMEND:		STANDARD RADIO (12V)	372-1868
566-4597 CONTROL GP,PAYLOAD,DEMO 250 HR	566-4597	PRODUCT LINK, CELLULAR PL641	565-0908
468-9772 BREATHER GROUP	468-9772	TIRES,20.5R25 MA MS202*L2 SNOW	626-7870
559-0843 LIGHTS, STD, LED	559-0843	FENDERS, STANDARD	366-8148
333-1425 WARNING, BEACON, LED STROBE	333-1425	TOOLBOX AUX, NONE	519-8081
430-2859 RIDE CONTROL	430-2859	HYDRAULIC OIL, STANDARD	619-8443
349-7940 GUARD, DRIVESHAFT	349-7940	SERIALIZED TECHNICAL MEDIA KIT	421-8926
349-8163 GUARD, CRANKCASE	349-8163	RIDE CONTROL	430-2859
349-8165 GUARD, POWERTRAIN, LOWER	349-8165	WARNING, BEACON, LED STROBE	333-1425
536-5349 AUTOLUBE	536-5349	QUICK COUPLER,FUSION,HIGH VIS	536-5313
536-5340 ENVIRONMENT, MEDIUM DEBRIS	536-5340	BUCKET-GP, 2.7 YD3, FUS, BOCE	360-3321
333-6527 DIFFERENTIAL,LIMITED SLIP REAR	333-6527	SHIPPING/STORAGE PROTECTION	0P-2266



# Investment Proposal (Quote)

RDO Equipment Co.  
5221 Midland Road  
Billings MT, 59101

Phone: (406) 259-5536 - Fax: (406) 256-2269

**Proposal for:**  
CITY OF WINNETT  
1 RAILROAD ST  
WINNETT, MT, 59087  
PETROLEUM

**Investment Proposal Date:** 4/26/2024  
**Pricing Valid Until:** 5/27/2024  
**Deal Number:** 1770454  
**Customer Account#:** 0002591  
**Sales Professional:** Chase Sukut  
**Phone:** (406) 259-5536  
**Fax:**  
**Email:** csukut@rdoequipment.com

## Comments

Contract #011723-JDC  
Member ID:

## Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 JOHN DEERE 544G  3010YN 544 G WHEEL LOADER 0202 United States 0259 English 0351 Translated Text Labels 0400 Standard Loader 0451 Standard Z-BAR 0602 Level 2 Trim 0652 Level 2 Performance 8500 Cold Weather Package 8503 Auxiliary Equipment Package 0951 Rear Camera 183E JDLink™ 4021 John Deere PowerTech Engine 4251 Standard Fuel Filter with Water Separator 7054 Three Function Hydraulics with Joystick Controls 5168 ADVANCE - 20.5R25 L3 1-STAR RADIAL TIRES w/ 3PC RIMS 7403 Hydraulic Coupler - JRB 416 Pattern 7876 3.00 YD (2.30 CM) General Purpose 7458 Bolt On Cutting Edge 8501 DEBRIS PACKAGE 8505 GUARDS - TRANSMISSION & BOTTOM Customer Discount Sourcwell Contract #011723-JDC: 36% off Deere List Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 200, Exp Date: 8/30/2027	\$180,000.00
1	TBD TBD	0	New 2024 JRB Sweepster_10'  21321MH2 120 WLA 36 M DL 24CI HYD 24V. Sweepster_10' WLA Broom w/Poly Wire Bristle Mix_Hydraulic Angle_24-60GPM LAF1661-0913 WELD MTG LA/LCH F/JRB 416 SERIES W/HOLE. JRB_416 Mount for WLA Broom 07-7155 WIRE HARNESS 5FT ADAPTOR. 5ft. Electrical Harness for Angle	\$23,500.00
			<b>Equipment Subtotal:</b>	<b>\$203,500.00</b>

4/26/2024

**QUOTATION**

Customer: City of Winnett

**CASE 621G Wheel Loader**  
**2024 Model Year**  
**28,159-pound operating weight**  
**151 NET hp Diesel Engine**  
**CASE Pro Care: factory warranty for 3 years / 3000 hours, planned maintenance for 3 years / 2000 hours and telematics for 5 years.**

Options:

5-Speed Transmission

Limited Slip Differentials

Heated and Air-Conditioned Cab

Enhanced Cab Comfort Option

Includes Heated Air Seat w/ Headrest, Sound Suppression Package (Sound insulating material to reduce the exterior noise by 1 to 2 dB), Convenience Package (sunshade, extra left side interior mirror, seat drawer, 24-volt cigar lighter and ash tray), and AM/FM Bluetooth Radio.

Enhanced Visibility Bundle option

Includes Right & Left Heated Mirrors, 2 LED Headlights - Hi/Low Beam, 4 front & 2 rear LED work lights, and a Rear-View Camera w/ overlay lines.

Joystick for lift and tilt

1 Auxiliary hydraulic circuit (3rd spool)

Standard Fenders with LH and RH steps

Cooling System with Reversing Fan

Ride Control

Cold Weather Package

20.5R25 L2 Radial tires

JRB Style Hydraulic Coupler

Skid Plate / transmission guard.

**Sales Price for above: \$ 204,900**

Leo Davis

Sales Consultant – Billings CE

406-750-8103

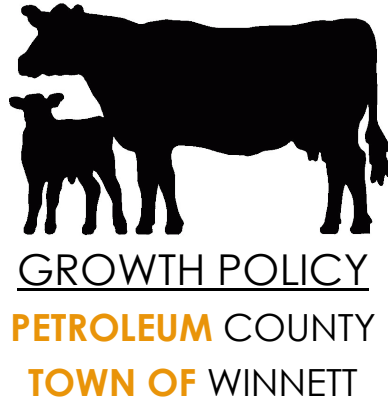
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CAPITAL IMPROVEMENTS PLAN

Fiscal Year 2024-2025

PR #	Department	Target Date	Description	Project Cost	Funding Source
1	Sewer	2024	Upgrade and repair wastewater system to meet DEQ standards and regulations	\$2,200,000.00	Various grants and loan
2	Water	2024	Repair chlorinator building: new pumps, level building, 80 gauge piping and plumbing, waterproof interior, repair door and siding	\$45,000.00	SLIPPA grant and Carrell Foundation Grant
3	Equipment - Loader	2024-2025	Purchase a loader to help with completion of street priorities	\$210,000.00	None – applying for MT Coal Impact Grant
4	Streets & Alleys	2024	Fill potholes, cracks and chip seal asphalt; grade alleys and apply new dirt and gravel – as time and funds allow	\$10,000.00	Gas Tax & remaining BaRSSA
5	Water & Sewer	2025	Back Up Generators to sustain both wells and the sewer system in the event of a power outage	\$40,000.00	Homeland Security Grant – Bill Cassell
6	Public Works – City Shop	2029 (?)	Construct new building		Grants



# 1. Purpose and Scope

## 1.1 Purpose

A Growth Policy is a community’s growth and development plan. It evaluates existing community conditions and sets goals and future visions for housing, land use, economic development, local services, public safety, natural resources, transportation, and other unique characteristics and features of the community. A Growth Policy is not a regulation or ordinance, but it serves as the legal basis for enacting them.

## 1.2 Geographic Scope

Petroleum County/Town of Winnett Growth Policy takes into consideration all areas of the County.

## 1.3 Authority

Petroleum County Commissioners and the Town Council of Winnett, in an effort to address the most critical issues facing the County and Town now and in the near future have authorized the Petroleum County Planning Board with a representative of the Town of Winnett to develop a County/Town Growth Policy in accordance with 76-1-601-76-1-606, Montana Code Annotated (MCA). The requirements outlined in these statutes constitute the contents of this Growth Policy.

## 1.4 Planning in Petroleum County/Town of Winnett

Petroleum County is governed by a Board of County Commissioners and employs a County Manager. The appointed Planning Board is made up of five volunteer county residents.

The County Planning Board recently adopted subdivision regulations. The County also has road and bridge standards that are utilized in planning and governing transportation infrastructure improvements.



The Town of Winnett is a mayor/council form of government with limited resources for full time employees. Though planning efforts in the Town have been somewhat limited, it does utilize a Capital Improvements Planning process that is updated each year during budgeting. Future additional planning efforts such as participation in this Growth Policy process are important for the Town's ongoing need to upgrade infrastructure.

This Growth Policy is the result of an identified need for the community to examine the issues affecting the economy, population, and culture of Petroleum County and the Town of Winnett. The document will coordinate with existing policies and standards currently in existence.

### 1.5 Public Involvement

As members of the Planning Board stated while discussing community outreach, *“With less than 500 people in the County, every able bodied person serves on at least one volunteer board.”* Though that situation might be somewhat burdensome at times, it is a testament to how involved citizens in the County are when it comes to making life in this ultra-rural community better for everyone. Tapping into community activities was the strategy for gaining public involvement in development of the Growth Policy, and will be the strategy for the future

Thank you to the following groups, organizations, and businesses for participating in outreach regarding the content of the Growth Policy:

- Winnett School District #1 School Board – presentation and inclusion of information about the Growth Policy and survey in newsletter
- Petroleum County Conservation District – presentation and inclusion of information about the Growth Policy and survey in newsletter
- Library Board
- Cemetery Board
- Stockgrowers Board
- Winnett Senior Citizens
- Petroleum County Ambulance Service
- Town Council
- Weed District

Two survey instruments were created in 2017 for use in assisting the planning board with identifying issues and attitudes that would help guide them in developing the Growth Policy. The results of those instruments are contained in Appendix A. Although a total of 19 individuals completed the long form survey and only 4 completed the short form survey, the planning board felt the results were likely representative of the entire population of the Town/County. The results of those surveys will be referenced throughout this document.

**New surveys and reviews of the citizens of our community have taken place between 2017 and 2022 associated with the many projects that are currently taking place. These include:**



Petroleum County Community Center  
Revitalization of the Courthouse Building  
Move and Revitalization of the old Odd Fellows Hall  
Development of a new Youth Program  
County History Wall in the Community Center

The community outreach during the planning of these projects will continue to guide our Growth Policy, as well.

### **1.6 Document Organization**

The Petroleum County/Town of Winnett Growth Policy is organized in a manner that highlights the required elements of 76-1-601-76-1-606, MCA. Each section provides current information about the element as it relates to the existing conditions of Petroleum County/Town of Winnett followed by projections that may affect the future of the County. Goals and Objectives developed through the Planning Board's study of each issue, including public input, are also included in each section.

An implementation plan that takes into account each goal and objective developed is presented at the end of the document. The plan sets a timeframe for accomplishment. For future tracking, additional columns are added for regulations used in implementation, funding sources, and date completed.



## 2. County Background

Petroleum County is located in Central Montana and is one of the most sparsely populated areas of the United States, making it geographically and culturally unique. The extreme rural nature of the area contributed to it being “prime hunting ground for the Indians and one of the last places in Montana to be given up to the white man”.

The area encompassing Petroleum County has a history of boom and bust cycles tied to its natural environment. The County is bordered by the Musselshell River to the east and the Missouri River to the north, which were instrumental in attracting settlers during the open range explosion in the late-1800s. The wide open spaces lured cattlemen and sheepmen alike, as competition for grazing land was minimal and the rivers and streams provided the necessary resources for ranching.

Attempts to settle the area and build towns failed a number of times. In 1866, the Rocky Mountain Wagon Road Company launched a freight route across the mountains south of the Missouri River to the mouth of the Musselshell. They named the town built at the end of the road Kerchival City; the Musselshell River soon washed away the little town. In March of 1868, the Montana Hide and Fur Company of Helena sent a nine member party, led by James Brewer, to plot a town and build a warehouse. They named this new settlement situated on a bluff above the river, Muscle Shell City. In 1874, the Diamond R Transportation Company built Carroll approximately 30 miles upstream from the mouth of the Musselshell. Like its counterparts, Carroll thrived for only a few years. All three towns are now covered by the waters of Fort Peck Reservoir.

The Town of Winnett is named after Walter John Winnett, who established his family ranch near an active trading post in Montana Territory in 1879. Winnett established a freight line business to transport supplies to the settlement, and eventually his ranch became the center of growth for the area.

The 1880s saw the open range boom as well as developing settlements. The cattlemen and sheepmen ran their stock on the open grasslands with few competitors. The Junction City-Maginnis Stage Road traveled through the area to where gold was discovered in 1879 in the Judith Mountains. The Flatwillow Crossing, which developed into the town of Flatwillow, complete with a hotel, general store, saloon, school, community hall and even a baseball team, served as a station on this route.



In 1910, when the homestead boom began, Fergus County still encompassed all of present day Petroleum County. Routes to the area consisted of a few roads, passable only in good weather.



The largest waves of settlers rolled into the Winnett area during 1910 and again from 1912 to 1918. The railroad was not completed to Winnett until 1917 so most of initial homesteaders came in by stage from Lewistown or Musselshell or many simply walked in. They would come in, find their land and then go back out to Lewistown or Musselshell to file their claim. Once the railroad was complete it greatly aided new homesteaders in reaching the remote lands of what was to become Petroleum County.

While homesteaders continued to arrive until the 1930s, an exodus began in 1918. In just six years since the majority of homesteading began, the land filled, the people realized the impossibility of surviving on 160 acres on the unforgiving lands and began to leave. The end of World War I, falling market prices, and the flu epidemic of 1918 contributed to this mass departure. Also, years of drought, and the resulting economic hardships led to bleak years prior to 1920.

The tides turned in February 1920, however, when an oil discovery again brought hope and excitement to the young town. The discovery, located just west of the Musselshell River near the communities of Mosby and Cat Creek, slowed the departure of outgoing homesteaders and created boomtowns of Winnett and Cat Creek. This oil strike generated the first commercial oil field in Montana, and led to a significant influx of homesteaders and companies. It was this oil strike that led to the county name of Petroleum County.

Residents voted to secede from Fergus County on November 4, 1924, and the new county government began operating as Petroleum County on February 22, 1925 with Winnett as the county seat. The growth and the accompanying optimism from the oil boom and county separation lasted only briefly. Winnett went from an estimated population of 2,000 in 1923 to 408 in 1930.

The Great Depression in Montana began with a severe drought in 1929 that reached disastrous proportions by 1931. Governor John Erickson wrote that the people were “in rather a desperate condition. The grain crops and feed crops are practical failures.”

The 1930s and the Great Depression gave way to World War II and more prosperous years but the local government in Petroleum County continued to struggle. The debt it accrued during the 1920s by building roads and other services multiplied during the Depression. The decrease in privately owned property led to a drop off in property tax operating revenue for the county. At the start of the 1940s, the county asked Roland R. Renne, president of Montana State College (now Montana State University), to investigate another form of government for the struggling region. He suggested the county manager form and the county adopted it in 1942. Petroleum is the only county in Montana that operates under a county manager form of government.

The town and county continued to work to improve the community. In the 1960s the first community pool was built, in the 1970s the county courthouse was extensively remodeled and a new school addition was completed, with the public library moving into the school to become the



only school-community library in the state. The town completed a new water and sewer system in the 1980s. The largest torosaurus skull yet found was extracted from Petroleum County in 2001.

Ranches in Petroleum County occupy large acreages by necessity. With an average of 13 inches of moisture annually which contributes to a lack of forage or crops, it takes a lot of acres to make a sustainable livestock or farming operation. There are also areas of dry land farming and minimal irrigated land because there are a minimal number of creeks or streams flowing through the county.

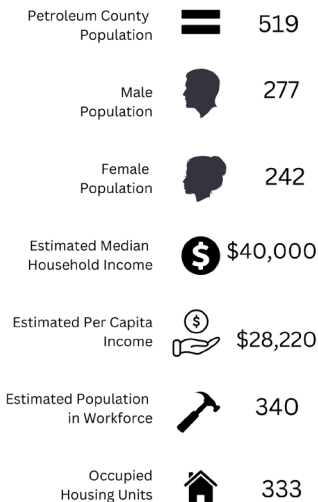
The community is proud of its clean air, clean water, and access to the outdoors. This safe, tight-knit community boasts local services that provide basic necessities, an award-winning school, and opportunities for all ages. The community is shaped by the active participation of its residents which allows opportunity for everyone to be involved in the decision-making of various aspects of the community and sets this community apart from larger, urban areas.



### 3. Population

#### 3.1 Demographics

Figure 1. Demographics



\*Figures approximated based on US Census Bureau figures (as percentages) multiplied by the 519 population

Petroleum is the least populated County in Montana with a total population of **519 at the July 1, 2021 US Census Population Estimate**. Approximately **313** people (60%) live outside the Town limits of Winnett, the County seat and only town in the County.

**For much of the last 90 years**, the County population has gradually declined since its highest census-recorded population in 1930 of just over 2000 residents. That population number reflected the oil boom of the time but was short-lived when the oil boom did not meet the expectations of the oil exploration industry and the Great Depression caused a significant decline in population. Homesteaders with hopes of making their living in agriculture discovered that the acreage allotted for homesteads was far too small to make a living in the semi-arid land of the county and the drought also forced large numbers of those county residents to leave the area to seek opportunities elsewhere.

**However, the population growth during the 2020 - 2021 time period shifted what was otherwise a steady population from 2010 - 2020**. A former slow but steady decline in population in Petroleum County continues to be attributed to individuals seeking employment and economic opportunities in other areas of the state or country. Modernization of agricultural practices requires fewer people and, with agriculture as the primary economic driver of the County, fewer opportunities for employment are available. Ranches in the County, though still primarily family run operations, have consolidated and require fewer employees. Other issues identified as barriers to growth **have included** a lack of housing and medical care.





As of 2020, the median age in the County is 49.6, with most of the population being between the ages of 35 and 74. Adults over the age of 65 make up over 28.5% of the population, while children under 18 years make up only 14.3% of the population.

### 3.2 Projections

Census information is somewhat conflicting given the estimated population of the County by the ACS. That survey shows a decline in population in Petroleum since 2020 but, according to projections compiled by the Census and Economic Information Center through the Montana Department of Commerce, Petroleum County was expected to increase in population since 2020 with a continued steady increase over the next ten years with an estimated population of 591 in 2030.

With limited employment opportunities, housing, or medical care, fewer young families have migrated to the area in the past; however that trend seems to have reversed in the last couple of years. It is suspected that the population will either steady at current rates or perhaps will continue to grow. Retirement aged adults may find the County/Town a relatively inexpensive option for living expenses covered by fixed incomes which may increase the population over the age of 65. However, as medical issues arise, elderly residents may continue to be forced to seek assisted living facilities outside the County.

### 3.3 Goals and Objectives

#### GOAL

In the near term (over the next 5 years) stabilize population at or above current levels and in the long term (over the next 10-20 years) grow the population by 5%. This translates to a net gain in residents of approximately 75 individuals.

#### OBJECTIVES

- ❖ Encourage aesthetic improvement efforts to foster community pride and to present our best community to possible new residents.
- ❖ Support the needs of the Winnett School District
- ❖ Support policies that encourage local employment.
- ❖ Identify areas for future growth within the Town of Winnett and help facilitate extension of municipal capital improvements when appropriate.
- ❖ Actively engage young adults in community leadership positions.
- ❖ Seek community marketing activities that emphasize the beauty, solitude, small town atmosphere, and recreational opportunities in the area in an attempt to attract new businesses (such as telecommuters) and their families.
- ❖ Support efforts that maintain agriculture production at a rate that supports families.
- ❖ Identify economic development activities that encourage local job creation.

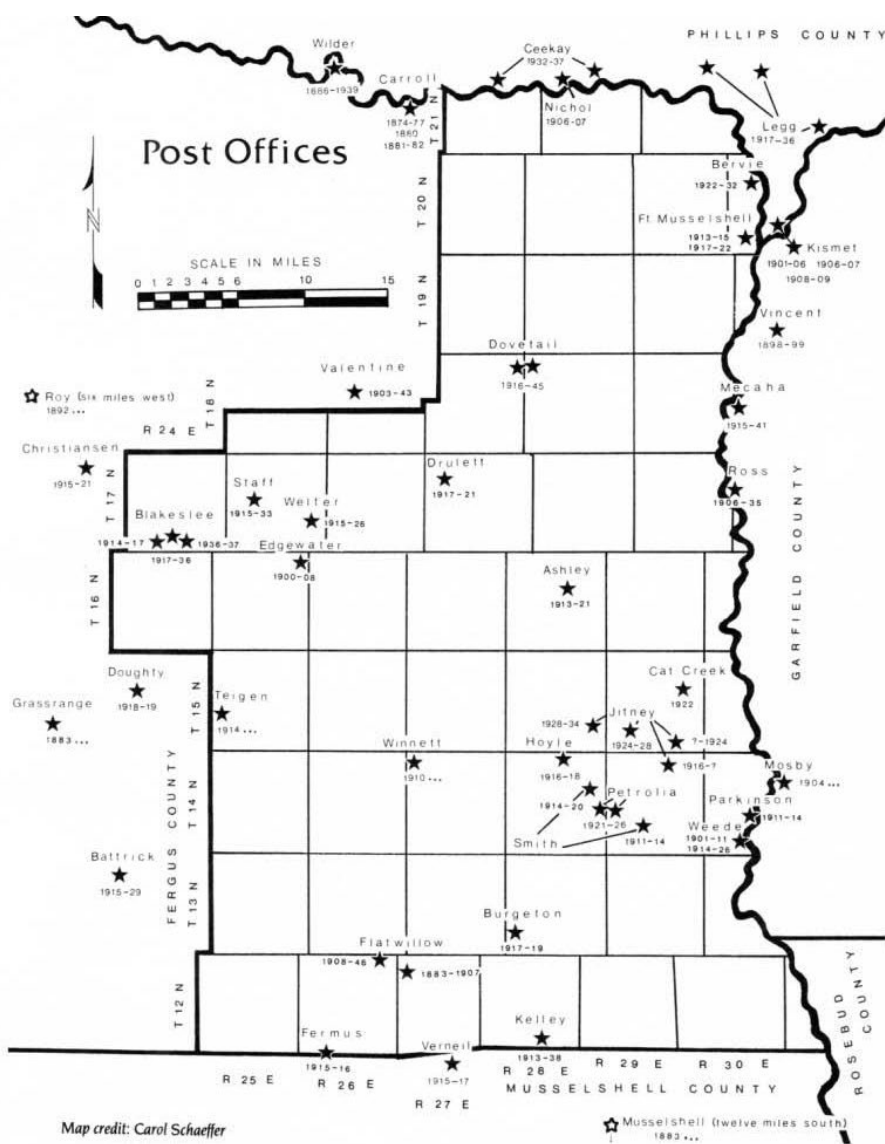


## 4. Land Use

### 4.1 Land Description

Petroleum County encompasses 1,067,757 acres South and West of the confluence of Musselshell and Missouri Rivers. Geographically, the County is approximately the size of the state of Rhode Island. Approximately 615,420 (57.6%) acres are privately owned and 452,337 acres are publicly owned by a variety of entities including the Montana State Department of Natural Resources and the United States Department of Interior. Specifically, the US Fish and Wildlife Service owns the CMR lands which has 56,254 acres while the US Bureau of Land Management lands tally to 331,488 acres. Winnett is the only incorporated Town in Petroleum County and is the County Seat.

Figure 2. Historic Post Office Locations Map Evidence of the once populous area.







## 4.2 Existing Land Use

### Land Ownership

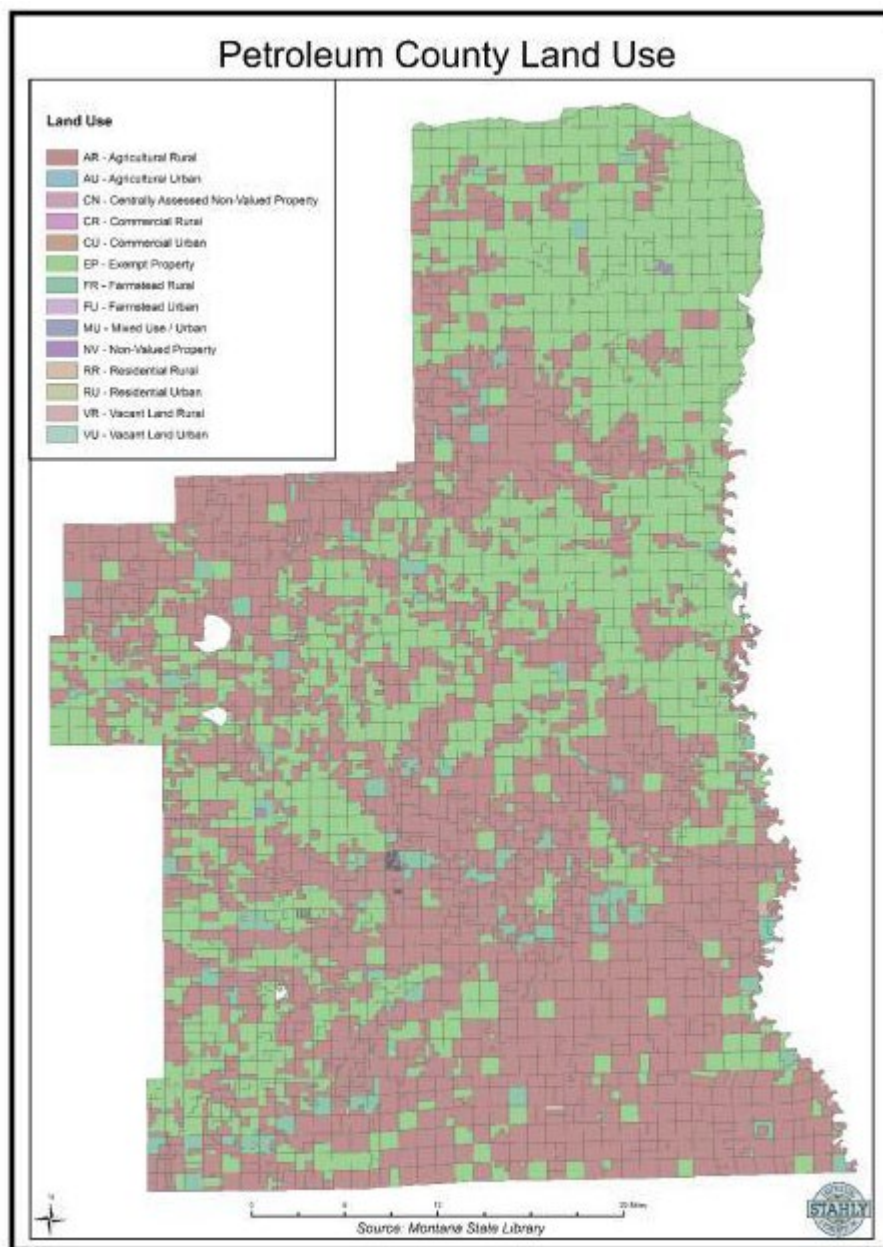
Land use classification definitions have been determined by the Montana State Legislature. These classifications and definitions can be viewed in depth on the Montana Department of Revenue's website at the following link: <https://revenue.mt.gov/property-types>

Residential property consists of single family residences including trailers, manufactured homes, and rental multi-family dwelling unit. Commercial property consists generally of income-producing property such as office buildings, restaurants, shopping centers, motels, etc.

Agricultural property is classified as such based on ownership, parcel size, and agricultural use.



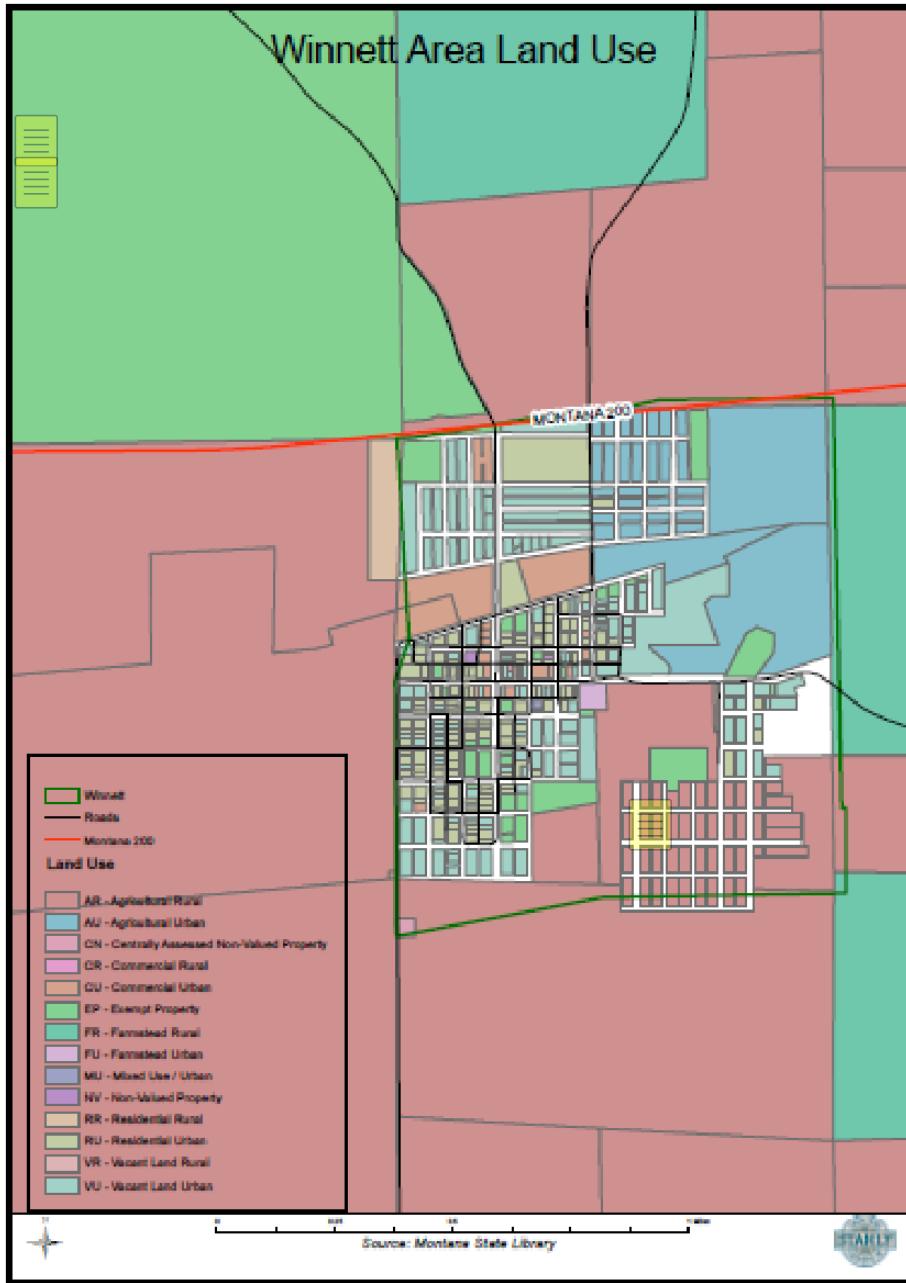
*Figure 3. Petroleum County Land Use, 2017*



The most prevalent land use classification in the County is Agricultural Rural, which totals 576,640 acres or 53.8% of the County. The next more prevalent land use classification is Farmstead Rural, which totals 34,483 acres or 3% of the County. Other land classifications including Commercial Rural, Residential Urban, Commercial Urban, Vacant Land Urban, and Residential Rural make up the remaining parcels in the County.

The Town of Winnett is mostly comprised of parcels classified as Residential Urban, Agricultural Urban, and Vacant Land Urban, as illustrated in Figure 4.

*Figure 4. Winnett Area Land Use*



State and Federal agencies including the Bureau of Land Management (BLM), the MT Department of Natural Resources and Conservation, and Montana Fish Wildlife and Parks own and manage lands within Petroleum County. Table 1 details all public land ownership including acreage and percent of total acres. This information was obtained from the Montana State Library and the Montana Natural Heritage Program, which obtains its information from state and federal agencies.

**Table 1. Public Land Ownership**

Name	Acres	% of total acres in the County
USDI Fish Wildlife Service	56,254	5%



USDI Bureau of Land Management	331,488	31%
State of Montana	191	< 1%
State of Montana Trust Lands	63,791	6%
Local Government	696	< 1%
<b>Total Public-Owned Land:</b>	<b>452,337</b>	<b>42%</b>
<b>Total Privately-Owned Land:</b>	<b>615,420</b>	<b>58%</b>
<b>Total Acres in County:</b>	<b>1,067,757</b>	

### 4.3 Future Land Use Projections

Future land use in the County is expected to remain primarily Agricultural Rural where livestock ranching will be the prevalent use of the land. Agricultural families in Petroleum are aging and facing the difficulties of passing their operations on to younger generations, causing opportunities for outside investors to purchase those lands. Many of those large parcels may continue to operate in agriculture but are usually staffed with employees rather than owners.

As parcels of land are being sold to recreationalists and absentee owners buy land in Petroleum County, we will seek opportunities to engage these new landowners in our community and invite them to be part of the solution of providing more opportunities for area producers. Research has found that most absentee landowners are currently (as of 2022) either keeping their land in production, employing local managers, or leasing their land to local producers; however, over time this could change and should be monitored. Fostering opportunities for young families to get into viable agricultural operations would potentially maintain the agricultural economy of the County and build a strong foundation for a new crop of landowners who will develop roots to weather the challenges of doing business in agriculture.

Additionally, large parcels of land are being sold as small parcels of land geared toward recreational use instead of agriculture. Often, unfortunately, those bits of land are generally no longer used for production agriculture, and so there is an additional loss to the county.

Future land use in the town of Winnett is expected to remain similar to existing land use, much of which is residential with only a few parcels being used for commercial applications. For the future of land use in Winnett, we would like to see an increase of commercial applications on the main thoroughfares of town.

Recognizing agriculture as the primary industry of the county, the Right to Farm legislation will be used as one form of protection.

76-2-901. Agricultural activities -- legislative finding and purpose. (1) The legislature finds that agricultural lands and the ability and right of farmers and ranchers to produce a safe, abundant, and secure food and fiber supply have been the basis of economic growth and development of all sectors of Montana's economy. In order to sustain Montana's valuable farm economy and land bases associated with it, farmers and ranchers must be encouraged and have the right to stay in farming. (2) It is therefore the intent of the legislature to protect agricultural activities from governmental zoning and nuisance ordinances.



Overpopulation of certain wildlife leads to overgrazing and trampling and limits the production that is necessary to ensure a secure food supply. Bison in Petroleum County will continue to be classified as livestock as per Petroleum County Resolution No. 11, A Resolution Declaring Buffalo or Bison in Petroleum County as Domestic Livestock, and an Ordinance by Petroleum County Conservation District to declare all bison/buffalo within Petroleum County to be livestock, 19-01.

Petroleum County is dependent on revenue from taxes on private lands, the livestock that graze those lands or the equipment used for that agricultural operation. It is imperative to our ability to sustain our county operations that when State or Federal agencies acquire, sell or trade lands that our county suffers no net loss of deeded lands so that our tax base does not diminish due to the ability of a government agency to increase its land holdings. When a government agency acquires deeded acreage within Petroleum County, it should offer an equal amount of acreage of its land holdings within Petroleum County to the public to purchase. In this way, Petroleum County will have no net loss of deeded lands.

Petroleum County will not endorse any federal or state monument, wilderness, or wildland designations unless it has support of the Petroleum County constituents and the Petroleum County Commissioners.

#### 4.4 Policy, Regulatory, and Financial Items

There are a variety of tools that can be used by the County and Town to implement land use goals and objectives. This section is intended to define those tools. Not all land use policies and regulatory tools are appropriate for rural Montana communities and, therefore, local government must carefully consider the use of each of these in their deliberations regarding land use decisions.

**Policies** that can be used to implement future land use goals and objectives are:

- Long range planning
- Targeted Economic Development District (TEDD)
- Prime farmland/agricultural preservation

**Regulatory tools** that can be used to implement and enforce future land use goals and objectives are:

- Subdivision regulations including design standards
- Zoning regulations
- Conservation easements
- Floodplain regulations
- Buildings for Lease or Rent regulations

**Financial items** that can be used to implement the future land use goals and objectives are:

- Grants
- Taxation changes
- Land acquisition
- Capital Improvements Plans
- Targeted Economic Development (TED) Districts
- Tax Increment Finance (TIF) Districts





- Education towards and development of more valuable commodities that thereby make ranches / farms more profitable
- Historic tax credits
- New market tax credits
- Regional / multi-county Port Authority

#### 4.5 Goals and Objectives

##### GOAL

Preserve existing land uses by encouraging compatible development.

##### OBJECTIVES

- ❖ Maintain updated subdivision regulations to reflect changes in state requirements or land use patterns.
- ❖ Adopt state mandated Buildings for Lease or Rent regulations.
- ❖ Consider zoning or other policies that may limit the type of development allowed
- ❖ Encourage the enforcement of existing ordinances that encourage the visual appearance of our community
- ❖ Encourage the voluntary preservation of open space, wildlife habitat, and domestic livestock in the County.
- ❖ Encourage local government involvement in working with oil and gas and alternative energy developers to preserve land use.
- ❖ Support the continued classification of bison as livestock.
- ❖ Coordinate land use policies and infrastructure development to preserve water resources.

##### GOAL

Promote agriculture and preserve the agricultural use of existing private, state, and federal lands.

##### OBJECTIVES

- ❖ Support the development of the area's agricultural resources.
- ❖ Consider adopting zoning or other policies that would regulate rural residential developments.
- ❖ Identify opportunities for providing education on land use practices.
- ❖ Invoke Right to Farm legislation where appropriate.

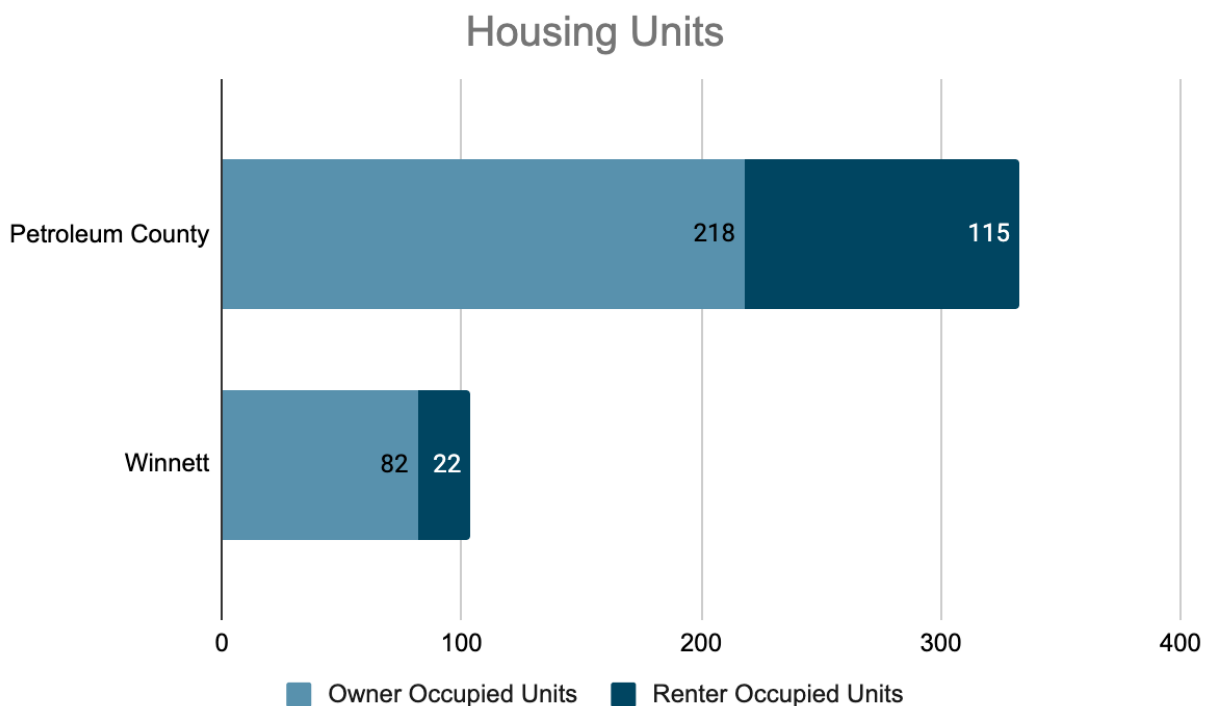


## 5. Housing

### 5.1 Current Characteristics and Conditions

Petroleum County, combined with the Town of Winnett, has a total of 333 housing units serving 212 households, according to the 2020 Census. Multi-unit structures account for only 2.7% of the housing units. Overall, access to homeownership and rentals, as well as the affordability of housing, currently appears to be a non-issue for residents of the subject area. Improvement to the quality of housing would potentially add to the attractiveness of the County and Town as an area for growth.

Figure 5. Housing Units



Although the population in Petroleum County was essentially unchanged between 2010 and 2020, the County was among other rural Montana counties with a decline in the percentage of home ownership. The number of owner occupied units decreased during this time frame, as well as the number of total occupied housing units; however, with an owner occupied rate of 66%, Petroleum County is slightly above the average for Montana, with the average state rate of homeownership at 69%.

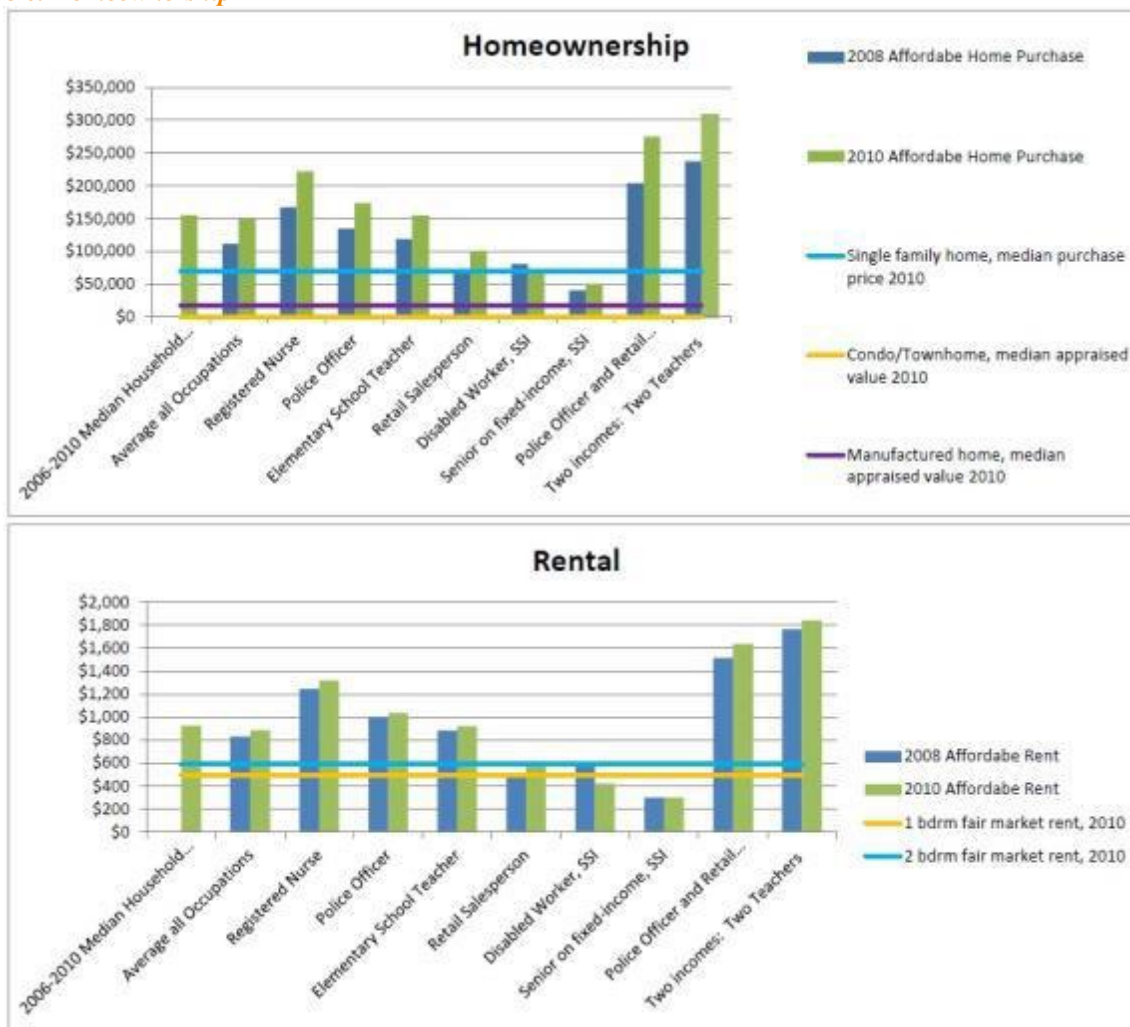
Decreased home ownership levels between 2000 and 2020 were a result of several factors in Montana, according to the Montana Board of Housing. “Although Montana’s foreclosure rate was about half of that of the nation, many areas, like Flathead County, suffered high foreclosure rates.



Tightened credit, along with increased underwriting criteria for mortgage loans that were put into effect nationwide after the housing bust, has also contributed to lower levels of homeownership rates in the State.”

Housing affordability is generally measured by the ratio of home owner costs to total household income. Housing is considered to be “affordable” if home owner costs, which include mortgage payments, real estate taxes, utilities, insurance, and various other fees, are less than 30% of the total household income. Affordable housing is often in the form of multi-family properties.

Figure 6. Homeownership



Petroleum County’s Median Household Income of \$40,000 reflects a 15.0% poverty level, according to the U.S. Census Bureau. The Town of Winnett has Median Household Income of \$35,250, which reflects a 11.4% poverty level. As of 2022, both the County and the Town have 40% and 60% of residents, respectfully, that qualify as Low to Moderate Income according to the Montana Department of Commerce. Housing Choice Vouchers, which are distributed through the Montana Department of Commerce Housing Division, allow low income families to pay no more



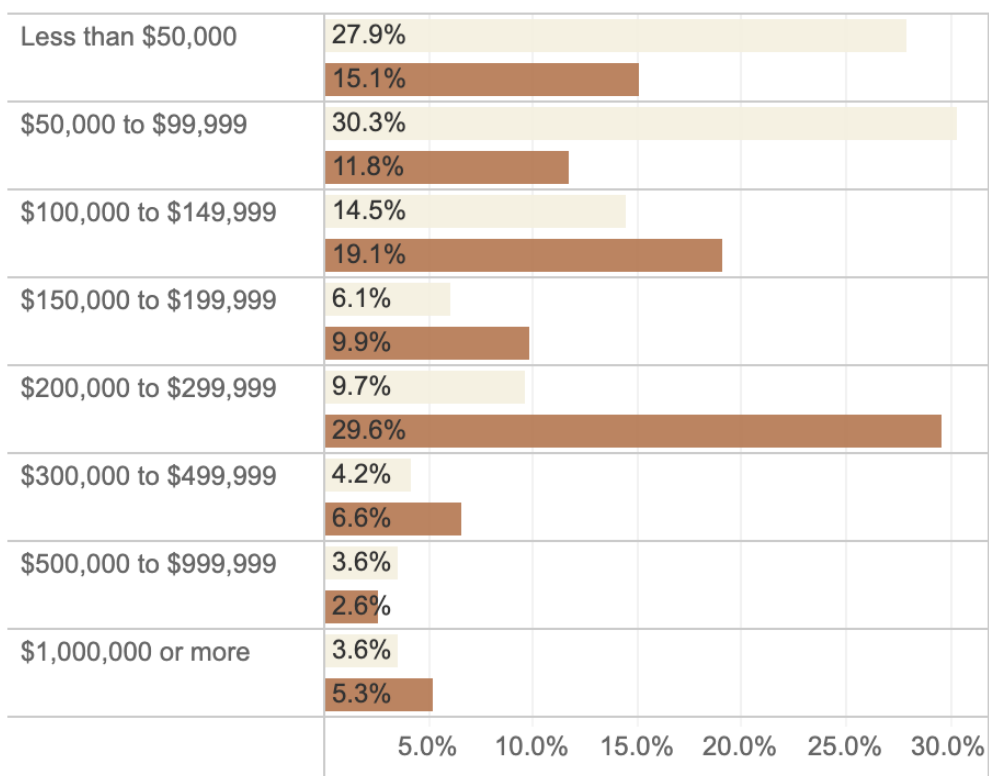
than 30% of their income in rent, and disperses the remaining rent directly to the landlord. Currently, there are only six federally assisted rental units in Petroleum County.

According to the ACS, the median value of owner-occupied units in the County was **\$155,700** in 2020, which is a **46%** increase from 2010, when the median value was \$106,800. **According to the American Community Survey (ACS) 5-Year Data Profile Housing Trend data, the following graphs display home values in Petroleum County & Winnett, respectively.**

*Figure 7. Home Values, Petroleum County & Winnett*

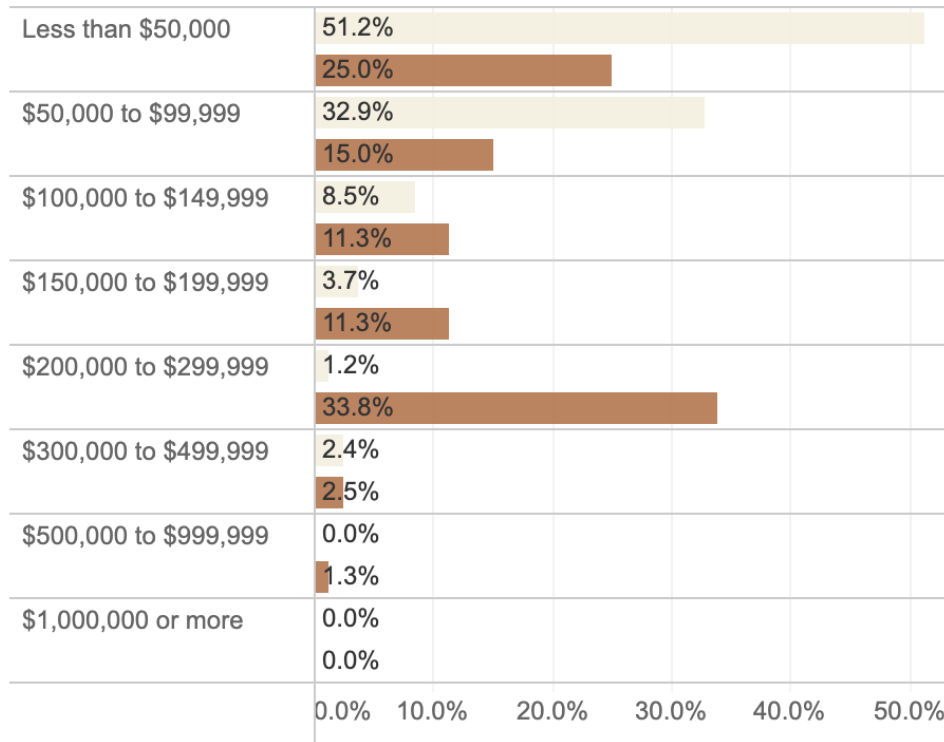
■ 2014  
■ 2019

### Percentage of Housing Units by House Value



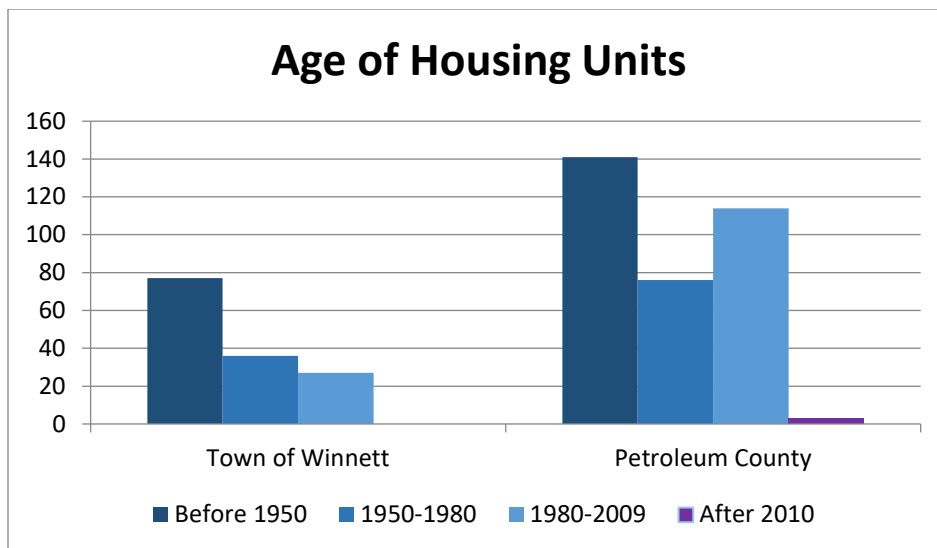


### Percentage of Housing Units by House Value



Most of the County is rural in nature, and in general, is comprised of older housing which does not provide the same investment value as housing in larger cities and towns. According to the Comprehensive Economic Development Strategy (CEDS) written by Snowy Mountain Development Corporation in 2012, a major challenge in the general region surrounding Petroleum County is the deterioration of the aging housing stock. “Approximately 45% of the homes in the area were built prior to 1940, and many are in need of repair or improvements.” In addition, homes in rural communities typically need rehabilitation and retrofitting for energy efficiency. Petroleum County does not impose any building permit requirements other than those required by the State of Montana for the buildings erected in the County.

*Figure 8. Age of Housing Units*



## 5.2 Anticipated Future Housing Issues

Out-migration in the Central Montana Region has caused loss of young families and fewer children; however, longevity improved among older residents and rural counties, like Petroleum County, have high populations of seniors. That disparity is expected to increase in the coming years, and housing that supports the needs of seniors will be in demand.

In order to attract young individuals and families seeking to relocate or return to the area, there will be a need for quality, affordable housing; however, it must be noted that with an increase in senior or up-to-date housing that attracts population to the area, there needs to be corresponding improvement in services that support the health and well-being of that population group. This includes medical and emergency services, fire protection, and law enforcement. Many of these services are performed by local volunteers, which, in general, average over 45 years old. It is critical that younger members of the population become engaged in volunteering or it may become more difficult to staff emergency and fire protection service agencies.

Aging housing stock means homes in rural communities need rehabilitation and retrofitting for energy-efficiency. Furthermore, there is a lack of land or affordable lots suitable to support development of new housing where infrastructure is readily available in Winnett. These factors contribute to housing availability that is not desirable and, therefore, not conducive to growth.

Snowy Mountain Development Corporation (SMDC) provides homebuyer education and counseling for NeighborWorks Montana, which is designed to prepare first-time homebuyers for the issues that come with homeownership. The mission of NeighborWorks Montana is to create opportunities for families to live in affordable homes.

Other housing resources that would be available to residents of Petroleum County include:

- Montana Department of Commerce (MDOC):
  - Federal Community Development Block Grants (CDBG) managed by MDOC
    - CDBG Large-Scale Multi-Family Housing Development and Rehabilitation Grants



- CDBG Small-Scale Single-Family Housing Rehabilitation Grants
- HOME grants – provided by HUD and MDOC
  - Homebuyer Assistance
  - Affordable Housing Development and Rehabilitation Grants
- Housing Trust Fund – construction, rehabilitation, and preservation of affordable rental housing for extremely low income families

### 5.3 Goals and Objectives

#### GOAL

Meet housing needs for all age, income, and special needs groups.

#### OBJECTIVES

- ❖ Seek resources to improve housing quality, condition, and availability.
- ❖ Support efforts to build affordable homes and rentals.
- ❖ Support efforts to provide options for senior housing including housing efforts to keep medically fragile individuals in the community.
- ❖ Require universal design elements in housing assisted by federal or state resources.
- ❖ Seek assistance in incorporating accessibility in home design including retrofitting existing homes with ADA compliant features to help elderly or disabled residents remain in their home.
- ❖ Work with housing agencies and lenders to promote programs for home improvement and rehabilitation.
- ❖ Provide information about programs for low-income residents on loan and grant programs for home improvement.
- ❖ Encourage the compilation of a resource directory of weatherization programs and energy audits through the State, utility companies, and senior services.



## 6. Economic Development

### 6.1 Employment

Petroleum County's primary industry which employs the most individuals is agricultural production. According to the 2017 Census of Agriculture, the County had 104 farms, with 592,558 acres in farmland, a decrease of 14% from 689,752 acres in 2012. The market value of agricultural products sold totaled \$17,761,000, down 44% from 2012, when value of products was \$31,604,000, and government subsidies to farm operators funded an additional \$861,000. Government appropriations include such items as crop insurance premiums, and disaster, conservation, and commodity subsidies.

Other employers with more than just a few employees in the County include the School District, local government and local businesses. Farm and ranch and other seasonal businesses find it difficult to hire seasonal employees. The remoteness of the County, limited employment opportunities, goods and services all have an effect on the overall economy of the area.

Unemployment in the County is 2.3% as of June 2022, which is lower than the State unemployment rate of 2.6%. Although there are currently few businesses outside of agricultural production that require a labor force in the County, a lack of eligible workers for new businesses may be an issue.

Of the total County population of 519 residents, 263 are over the age of 16 and 257 are currently working. As of 2017, privately-employed workers make up 51% of the employed labor force, 27% are self-employed, and 22% are employed with the State, County, or Town government.

*Table 2. Petroleum County Industries*

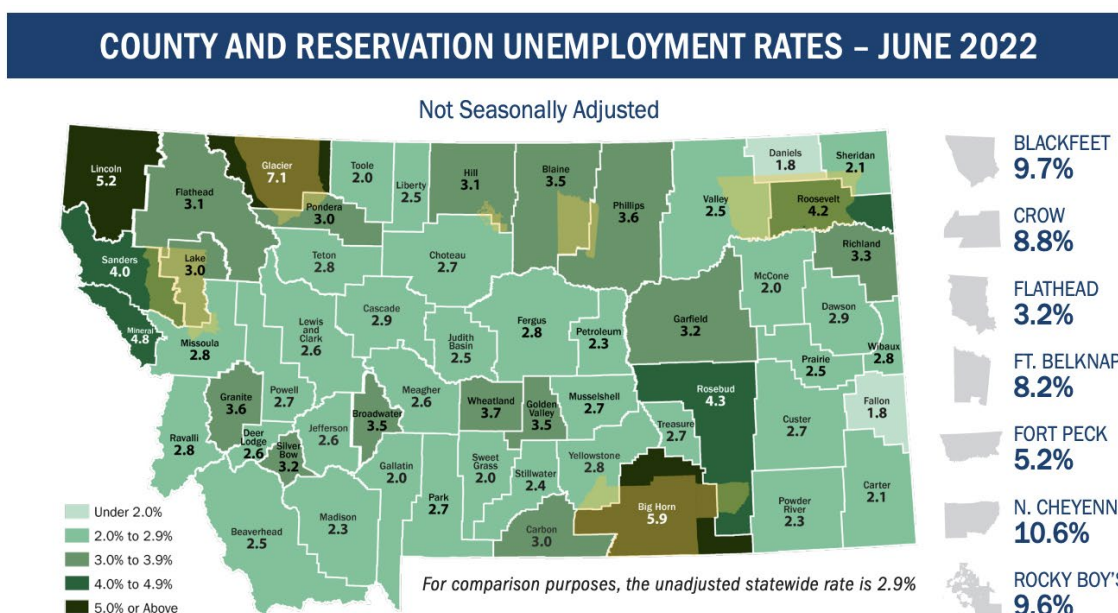
Petroleum County Industries	
<b>Agriculture</b>	
<b>Top Agriculture Producers, 2017</b>	
Grains, Dry Beans and Dry Peas Sales (Dollars)	\$1,962,000
Additional Crop Sales (Dollars)	\$1,307,000
<b>Top Livestock Producers, 2017</b>	
Cattle, Including Calves Sales (Dollars)	\$14,346,000
<b>Occupations, 2019</b>	
Management, business, science, and arts	94
Sales and office	33
Farming, fishing & forestry (natural resources)	39
Education, instruction & library	15
Business & financial	9
<b>Industries, 2019</b>	
Agriculture, Forestry, Fishing & Hunting	131
Retail Trade	24





<b>Educational Services</b>	22
<b>Public Administration</b>	14
<b>Accommodation &amp; Food Services</b>	7
<b>Employment Status</b>	
Population 16 years and over	65.6%
Civilian labor force - Employed	257
Civilian labor force - Unemployed	6
Armed Forces	0
Not in labor force (2017 figure)	148
Females 16 years and over	63.9%

Figure 9. Montana County and Reservation Unemployment Rates



## 6.2 Income

The Montana Department of Commerce Census and Economic Information Center reports median household income as of 2019 in Petroleum County is \$51,250. Income for County residents fluctuates with agricultural markets.

An average of 15.0% of the population has income below poverty level, although 10.0% of children under the age of 18 are considered in poverty, according to the 2019 ACS.

Table 3. Petroleum County Median Income, 2017

Petroleum County Income and Benefits	
Mean earnings (dollars)	\$47,344



Mean Social Security income (dollars)	\$13,731
Mean retirement income (dollars)	\$14,197
Mean Supplemental Security Income (dollars)	\$0
Mean cash public assistance income (dollars)	\$4,900
Median family income (dollars)	\$49,107
Mean family income (dollars)	\$57,038

### 6.3 Future Projections for Economic Development

Declining population in Petroleum County is likely attributable to mechanization and consolidation of agricultural activities. This has resulted in a loss of jobs, which caused workers and young people to move away from their small hometowns in search of employment and education. Urban areas and urban-adjacent non-metro counties in the region have been growing due to in-migration. It is not anticipated that this trend will change significantly in the future.

The county does not have enough jobs to provide for young families; consequently the senior population continues to grow disproportionately, school enrollment is declining, and local businesses have fewer customers. County residents would like to see a stronger economy, preferably based on local agricultural, the attraction of new industry, and opportunities for tourism. Some of the jobs available, generally part time, seasonal and low paying cannot be filled. Promoting the opportunity to enjoy a rural lifestyle while still earning good wages could attract telecommuters to the community. This might be particularly true for information technology experts who can perform their job remotely.

There is very little opportunity in the County for natural resource extraction and the employment opportunities that industry might provide. Gravel resources may provide some economic values. Alternative energy resources like wind are also not a likely source of economic development. Wind energy projects are developed by companies that seek out the areas with the strongest wind resource but also review other critical factors like access to land, access to the transmission lines, ability to sell the electricity, and public engagement other significant development factors.

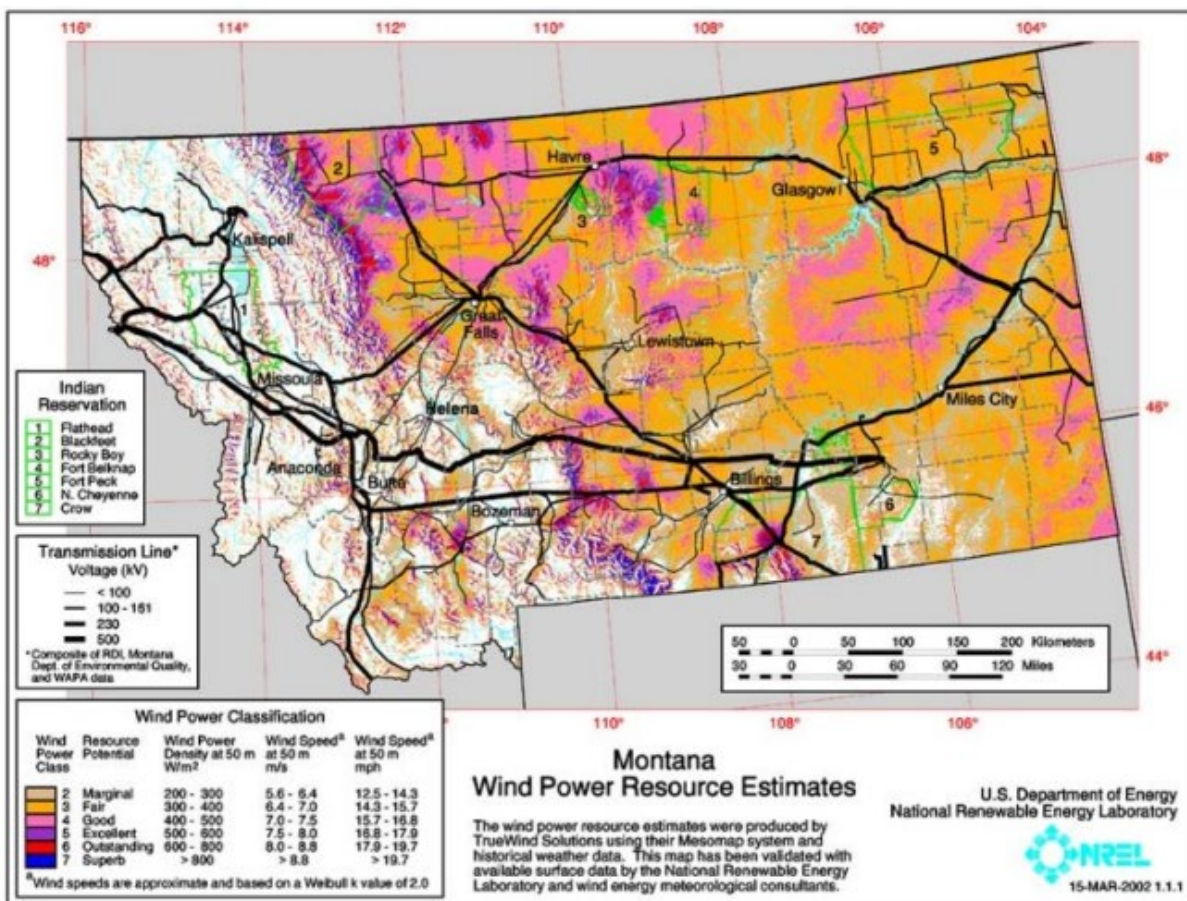


Figure 10 - NREL Wind Resource Map (50m)

Figure 10. Montana Wind Power

Due to the lack of population, industry, and employment it is critical that the County, which has a large amount of state and federal land in its land base, continues to receive Payment In Lieu of Taxes (PILT). This form of payment from the Federal government that takes the place of full tax payment is subject to congressional approval. Failure of this program without a viable replacement would be devastating to the operation of Petroleum County government. The formula for calculating a county's PILT payment is also in need of revision as the payment for an acre of federal ground in Petroleum County is significantly less than the annual tax payment that would be received on an acre of private ground of similar assessed value. This denies the county tens of thousands of dollars each year that they would have seen if the acres were privately owned and taxed.

## 6.4 Goals and Objectives

### GOAL

Encourage retention of wage earners in the County.

### OBJECTIVES

- ❖ Identify economic development activities that encourage local job creation.



- ❖ County and Town governments collaborate to support economic development projects including infrastructure, community amenities and housing for workforce.
- ❖ Encourage business retention and expansion by identifying business needs and supporting “buy-local” programs.
- ❖ Maintain County and Town budgets at a level that will support infrastructure such as water, sewer, roads and bridges and that maintains a safe, healthy, and attractive environment such as fire and police protection and weed management.



## GOAL

Provide for diversification and broadening of the economy.

## OBJECTIVES

- ❖ Support the development of markets for new and existing agricultural businesses, **including agritourism and ecotourism opportunities**, as well as other potential businesses.
- ❖ Support increased resources for agricultural research that supports growth of agribusinesses and improves competitiveness of growers.
- ❖ Create and market a business climate that would attract home businesses and telecommuters. Promote the area's solitude, family-friendly atmosphere, beauty, and recreational opportunities that might attract non-traditional wage earners to move to the area.
- ❖ Support expanded broadband and cellular service infrastructure within the County.
- ❖ Support new and expanding means of employment to include small scale economic development activities.
- ❖ Seek local Montana Job Service presence to fill existing seasonal and full time jobs and/or provide education on jobs that could be performed remotely.
- ❖ Support efforts to offer workforce training.
- ❖ Promote opportunities for economic development based on recreational activities.



## 7. Local Services

### 7.1 Fire Protection

Fire protection within Petroleum County is primarily provided by the Winnett Volunteer Fire Department. The Department's station is located in Winnett and has 24 volunteer firefighters. In addition to the equipment and resources available from this service unit, Petroleum County has support equipment available.



In 1985, Petroleum County entered into the State/County Cooperative Fire program with the Department of Natural Resources and Conservation (DNRC), in which the State signed an agreement with the County to provide support in the matters of organization, planning, equipment, prevention, training, and fire suppression support.

The Bureau of Land Management (BLM) Central Montana Fire Zone has fire protection responsibility for 3.5 million acres of land within their coverage area. In addition, they provide assistance to other agencies during the fire season, such as USDA Forest Service, Montana DNRC, and the counties within the zone.

In addition, the County has mutual aid agreements with surrounding counties, BLM, and State Lands, as well as a verbal agreement with the Charles M. Russell National Wildlife Refuge. There is a Petroleum County Cooperative Fire Management Plan.

In 2004 the County, assisted by Snowy Mountain Development Corporation, developed and adopted a Wildland-Urban Interface Wildfire Mitigation Plan in an attempt to reduce the potential for wildfires that may threaten population, structures, infrastructure, and ecosystems in the County.

### 7.2 Law Enforcement

Law enforcement services in Petroleum County are limited to the Petroleum County Sheriff's Department, which is located in the town of Winnett. At this time, the Sheriff's Department employs a full-time Sheriff, a full-time Deputy Sheriff, and four volunteer Sheriff's reserve officers. The Sheriff's Department is located in the County Courthouse. There is no jail located within Petroleum County; therefore, jail facilities in Lewistown serve the County.

The County does not have a full time County Attorney, but utilizes the Fergus County Attorney when needed. The County also employs one Justice of the Peace.

### 7.3 Disaster Emergency Services

Petroleum County has a part-time Disaster Emergency Services (DES) coordinator, located in the County Courthouse. The DES coordinator serves as a point of contact for all matters involving state assistance with Emergency Management. An Emergency Operations Plan has been developed by the County in cooperation with the Town of Winnett.



The Petroleum County Emergency Operations Plan establishes the concept of operations and primary functions for managing disasters and emergencies in Petroleum County, Montana including the Town of Winnett. This plan provides an overview of the Petroleum County approach to emergency operations and serves as the foundation for standard operating procedures and other agency documents.

Through a cooperative agreement between the counties, Fergus County Sheriff's office operates the 911 dispatch for Petroleum County, which includes law enforcement, emergency medical calls, and fire calls.

#### 7.4 Public Health

Petroleum County is part of the Central Montana Health District, which serves five counties in Central Montana. The main office for the Health District is located in Lewistown. Services offered include Immunization and Maternal Child Health, Communicable Disease Prevention, and Comprehensive Cancer Control. The County Sanitarian is also located in this office. **The Central Montana Health District also regularly sends medical personnel to Winnett to do checkups on children and senior citizens.**

In addition, the Central Montana Medical Center and the Central Montana Community Health Center, both located in Lewistown, provide a full range of medical services to the surrounding communities. Citizens of Winnett and Petroleum County often utilize public health facilities in Roundup, Billings and Jordan as well.

**Using Covid funding a Tele health room has been set up in the basement of the county courthouse. The room, which can be used by all county residents but was built with senior citizens in mind, is set up with all necessary video chat technology and soundproof walls to help insure patient privacy. A local EMT, who shall remain unnamed and awesome, volunteers time to help patients use the equipment in the room. When the Petroleum County Community Center is finished, this service will be transferred to a room in their building, which may also be used for in person check ups.**

Ambulance services respond to medical emergencies in Petroleum County. Ambulance services are provided by Petroleum County Ambulance volunteers, who are responsible for a 1,500 square-mile service area.

The South Central Regional Mental Health Center operates in eleven (11) counties within Montana, including Petroleum County. It is a registered non-profit corporation dedicated to mental health and chemical dependency care in the area.

#### 7.5 Social Services

Social services in Petroleum County are provided by the Central Montana Health District, as well as the Central Montana Medical Center and the Central Montana Community Health Center. All facilities are located in Lewistown.

Senior citizens in Petroleum County are supported by the Area II Agency on Aging, which serves a total of eleven Montana counties. Some services provided include home and community based services, state health insurance counseling, senior advocate, and the aging and disability resource center.



Other than telehealth, there are currently no medical services other than County and volunteered staffed emergency services in the County. Residents of the County must travel to other urban centers (Lewistown, Roundup and Billings are the closest) for medical care including pharmacy services.

### 7.6 Education

There is currently one public schools in Petroleum County, serving approximately 62 students in elementary and secondary grades (K-12). The school is located in Winnett. There are no post-secondary education facilities within the county. Student enrollment in the County appears to be at a steady decline in enrollment. The high school graduation rate in the County is approximately 96.6%, which is significantly higher than the state average of 86%.

### 7.7 Noxious Weed Management

The Petroleum County Weed District's goals are to:

1. Bring together those responsible for weed management within Petroleum County.
2. Improve common management objectives.
3. Facilitate effective treatment and proficiency efforts along geographic boundaries with similar land types.
4. Understand and eradicate problem species.
5. Encourage landowners to contact the weed department for weed control.

The District cooperates with private landowners, county government, state agencies, federal land management agencies, other interested agencies and individuals to help assist with control of noxious weeds and provide education on weed management.

### 7.8 Land Conservation

The Petroleum County Conservation District is a board comprised of five county elected officials and two appointed city officials tasked with the conservation of the county's natural resources. Through education, outreach and program and project development the District works hard to put local common sense natural resource conservation on the ground and to educate the current and future producers and landowners on natural resource conservation all while helping them to continue sustainability in their businesses. It regularly partners with other conservation districts, watershed groups, stakeholder groups, state and federal agencies, as well as some NGO's and nonprofits to put conservation on-the-ground.

### 7.9 Communications

Mid-Rivers Communications is the local carrier providing communication service to Petroleum County. In addition to local phone service, Mid-Rivers provides high speed internet, cable television, and cellular telephone service. Cell service within the county is spotty at best but has improved vastly in the past decade. Verizon service also works within the county. Most rural residents are dependent on satellite service for television. Mid-Rivers has plans to have fiber optic service to the town of Winnett by 2018 but it is going to be 2030 before all the rural residents are expected to receive service. Currently only parts of the county and the school have the fiber optic service which provides any real high speed internet service.





### 7.10 Future Need for Additional or Improved Services

It is anticipated that 28.5% of the population in Petroleum County is 65 years of age and older, indicating the demand for public health and social services will continue to increase. Concern that an increased population that is aging would put additional stress on medical, emergency, and law enforcement services, a balanced approach to improving these services needs to be considered before it is crucial.

### 7.11 Goals and Objectives

#### GOAL

Promote public health and social services in Petroleum County and the Town of Winnett to serve the needs of the citizens.

#### OBJECTIVES

- ❖ Investigate opportunities and develop ways to provide primary medical services for residents of the County. Support visiting medical programs.
- ❖ Identify incentives that could be provided to medical professionals as a way to draw them to the County.
- ❖ Endorse a community paramedics training program.
  
- ❖ Seek health care services to serve elderly residents locally rather than forcing individuals in need of care to move to surrounding cities.

#### GOAL

Provide adequate emergency services in Petroleum County and the Town of Winnett.

#### OBJECTIVES

- ❖ Encourage volunteers for fire and emergency services.
- ❖ Encourage community involvement in supporting emergency services provided by the Petroleum County Ambulance and Fire Department.
- ❖ Consider costs of emergency services and protection when considering new developments (i.e. subdivisions).

#### GOAL

Provide for the public service needs of the community at reasonable and acceptable cost to the taxpayers.

#### OBJECTIVES

Maintain County and Town budgets at a level that will support local services such as emergency services, law enforcement, weed management, social services, and education that maintains a safe and healthy environment for residents without an excessive tax burden.

#### GOAL

Reliable high speed internet for all residents of Petroleum County.

#### OBJECTIVES

Work with officials from state and federal agencies to encourage legislation to provide faster speed at affordable rates to those in both the municipal and rural parts of the County.

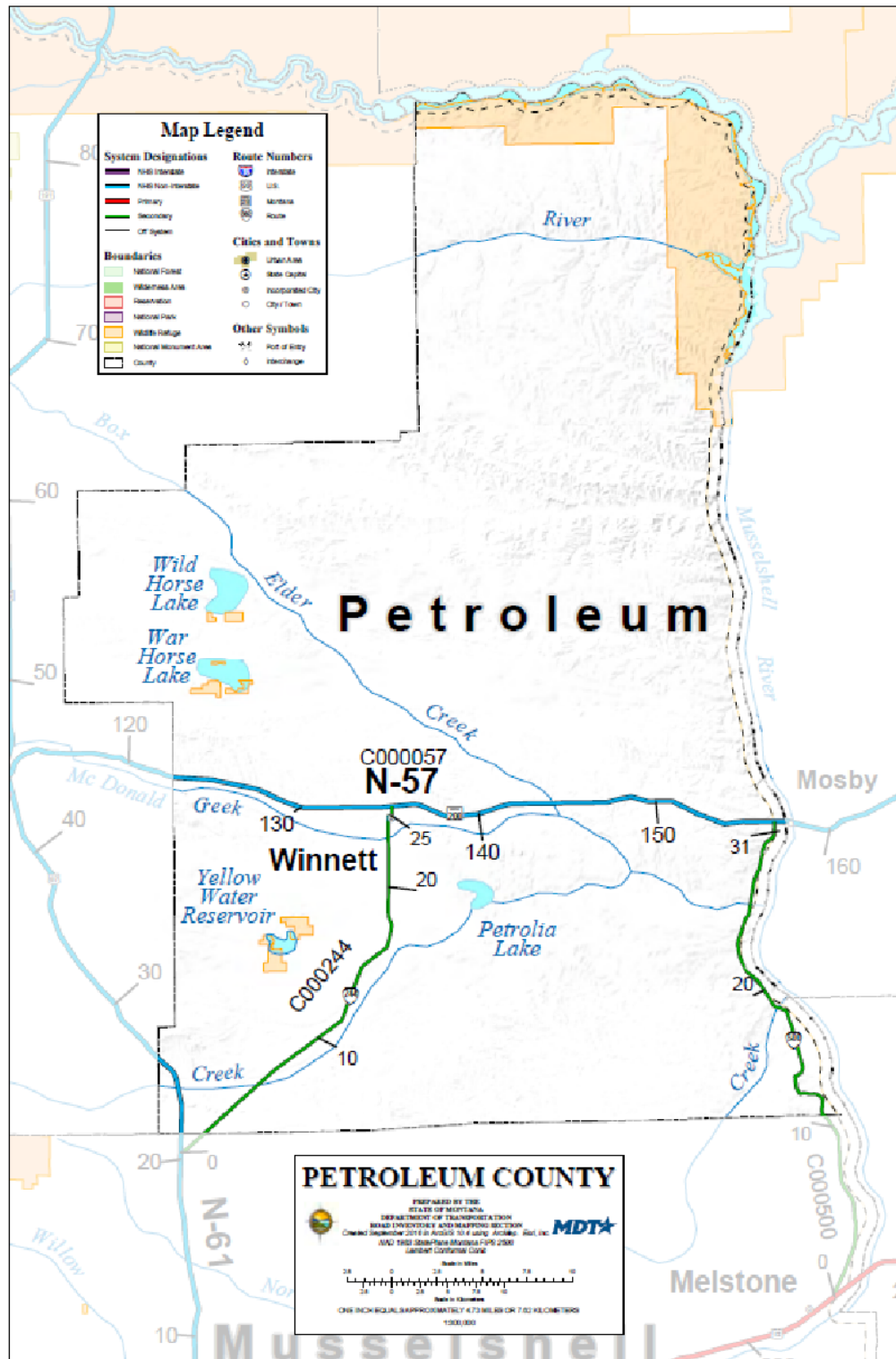




## 8. Public Facilities

### 8.1 Transportation

Figure 11. MDT-Petroleum County





Petroleum County transportation facilities consist of an extensive network of roads and bridges, in addition to a local airport facility, which is discussed in further detail below.

The road system within the county consists of approximately 52 miles of on-system State of Montana maintained highways, in addition to secondary routes and 585 miles of local county roads that are the maintenance responsibility of the Petroleum County Road Department.

Petroleum County currently has 24 bridges over 20' that are inspected biennially by the Montana Department of Transportation (MDT). Although the bridges are inspected by MDT, the structures located on local county roads remain the fiscal responsibility of the County, both for inspection and maintenance. **Many of our bridges and their supporting infrastructure are starting to age and will be in need of more maintenance in the next five years.**

The MDT Statewide Transportation Improvement Program for **2022-2026** lists the following project in the Right of Way and Incidental Construction Phase:

- Main Street-Winnett – Reconstruction of approximately 0.84 miles of Secondary 244.

## **8.2 Water Supply**

The Musselshell River runs along the eastern border of the County and Fort Peck Reservoir on the Missouri River runs along the north boundary of the County. Lakes and storage reservoirs located in the County include Petrolia Lake, Yellow Water Reservoir, War Horse Lake, and Wild Horse Lake. Flatwillow Creek, Boxelder Creek, and McDonald Creek are three primary creeks that typically run year around providing irrigation and stock water. Seasonal creeks include Pike Creek, Blood Creek, Yellow Water Creek, and Elk Creek.

Petroleum County currently has one public water system in the Town of Winnett, as indicated by the Montana Department of Environmental Quality. The system is a community system, sourced primarily from ground water, and serves approximately 187 individuals.

Statistics from the Ground Water Information Center of the Montana Bureau of Mines and Geology indicate **674** total wells in Petroleum County, with **127** being for domestic use. In Montana, most individual wells are not required to be filed with the state, although that may change in the future depending on state legislative issues. To assure a water right, filing with the state is necessary.



*Table 4. Petroleum County New Wells*

County Well Data per Year (New Wells Only)	Number
2022	5
2021	4
2020	6
2019	6
2018	4
2017*	7
2015	2
2014	3
2013	5
2012	6
2009	18
2008	4
2007	6
2006	1
2005	5
2004	6
2003	3
2002	60
2001	16
2000	8
1999	4
1998	10

*\* Data not available for 2016*

*Table 5. Petroleum County Well Usage*

Type of Well	Number
Unknown	8
Waterflood	48
Industrial	48
Public Water Supply	5
Test Well	1
Unused	3
Monitoring	102
Irrigation	38
Geotech	2
Stock Water	408
Domestic	127



Total*	790
*Number may be different from County total since one well may have several reported water uses.	



### 8.3 Waste Water Treatment

The Town of Winnett is responsible for an aerated, three-cell lagoon system which discharges from the facility into McDonald Creek. **The current wastewater system is scheduled for improvements in the next two years.** Individual county residents with septic systems are permitted by Montana DEQ and/or the County Sanitarian.

### 8.4 Courthouse

The building that currently acts as the Petroleum County Courthouse was constructed in 1916-1917, and was originally occupied by a number of local businesses. In 1930, the building was remodeled as the courthouse, and in 1943 the County purchased the building from the estate of the original owner. **The building is currently in a state of slight disrepair with a growing list of deferred maintenance to be addressed at a future date. The vacant and underutilized space in the Courthouse presents an opportunity to potentially meet community needs and create a revenue stream for the County to help offset building maintenance costs.**

### 8.5 Fire Hall/EMS/Town Hall

Winnett maintains a Town Hall / Emergency Services Building which was built in the mid 1980's. This new building is located in the center of town and houses the equipment for the ambulance service as well as the fire department service. The Winnett city office is also housed in the building along with the local weed board. It has a large meeting room used by the various services and the city council for monthly meetings.

Fire protection within Petroleum County is primarily provided by the Winnett Volunteer Fire Department. The Department's station is located in Winnett. In addition to the equipment and resources available from this service unit, Petroleum County has support equipment available.

### 8.6 Airport

Petroleum County is home to the Winnett Airport, located two miles southwest of Winnett. The airport consists of a 3,130-ft long turf runway, and is publicly owned and maintained by Petroleum County. There are approximately 130 aircraft operations per year, comprised of 77% local general aviation and 23% transient general aviation. The airport is unattended and open to the public.

**The current aviation uses of the airport include, but are not limited to:**

- Crop dusting
- Grasshopper control
- Predator control
- Game counting
- Livestock management
- Potential new pilots (flight training)
- Emergency medical

### 8.7 Cemetery



There are numerous cemeteries scattered about Petroleum County that document the history of the settlement of the region with the names of many of the earliest residents as well as multiple generations of families that lived their lives in the community in the past 100 plus years. Many of the homesteader cemeteries are now nothing more than small fenced off parcels of land at the edge of a field or pasture and are only visited by the descendants who have returned to learn of their ancestors. Some are simply family or neighborhood cemeteries such as the Shay Cemetery, Ashley Cemetery or the Cat Creek Cemetery. The Flatwillow Cemetery is one of the oldest in the community while the Winnett Cemetery is the largest cemetery in the community. Both of those cemeteries are still maintained by local volunteers and governed by boards that were established in the early 1900's.

### **8.8 County/Town Shops**

The Town of Winnett and Petroleum County each have an equipment shop.

### **8.9 Refuse Site**

Petroleum County's refuse site was closed in the mid-1990's. Residents currently get garbage service from Lewistown.

### **8.10 Library**

The Winnett Public Library, located in Winnett, was formally established in 1958, and became a county library with a tax base, an appointed board of trustees, and improved resources. In 1974, the library became the first combined elementary-high school-public library in the state, and has been in operation since that time.

The Library currently has a Director, Library Assistant, Story Hour Instructor, and History Committee, as well as a Board of Trustees and a number of volunteers.

### **8.11 Community Senior Centers**

A Petroleum County seniors' organization was formed several years ago and is a project of the Area II Agency on Aging which has an office in Roundup, Montana. The local group has a board that meets regularly as well as with other county boards to conduct business. Some Federal and State funding is available to underwrite the meals and activities of the county organizations. The primary activity in Petroleum County is providing meals every Thursday at noon at a very reasonable price. Once a month, prior to the meals, blood pressure testing is available and seasonally Flu Shots are provided. This all occurs in the Senior Center which is in the basement of the county courthouse. The seniors also use the Center for card playing and special programs. **The new Petroleum County Community Center, due to be completed in late 2022 / early 2023, may have the capacity to accommodate future growth and needs for the seniors spatially and programmatically. This single-level space would be more physically feasible to serve the needs of our community's senior population.**

### **8.12 Petroleum County Community Center**





In August of 2017, a volunteer committee formed with the dream of building the Petroleum County Community Center (PCCC). Soon after, PCCC established an account with the Petroleum County Endowment under the Central Montana Foundation umbrella, where donors could give tax deductible donations. While they began raising money for the center, the community was surveyed for what they wanted in the center, land parcels were donated and purchased for the building site, and PCCC received a planning grant for preliminary architectural work.

The PCCC committee shared their vision at the 2019 Winnett All-Class Reunion. Larry Carrell, a 1958 graduate of Winnett High School, was in attendance and told PCCC committee members he was interested in the project and would like to meet with them. The committee had no idea Larry and his wife, Kathi, were planning to donate \$5 million to the project (a donation of \$4.5 million, along with a dollar-for-dollar match of \$500,000). The total would provide funds for building the community center, as well funds for a permanent endowment for PCCC to maintain the structure. Soon after the committee was informed of the Carrell donation, they started the process of becoming a 501(c)(3).

Early in 2021, PCCC received \$1.6 million from the Bruno and Evelyne Hill Betti Foundation to fund the Betti Foundation Youth Program. This gift provided startup funding and an endowment for long-term sustainability. A part time director for the Bettie Youth Program was hired, as well as a part time director for PCCC. The Betti Youth Program started in September of 2021. Later that year the Betti Foundation donated another \$1.41 million for an endowment for the community center.

PCCC has three different size meeting rooms: the Rebecca Room is the smallest, and houses the Betti Youth Program, as well as smaller group meetings; the Wesley room provides a space for the Senior Citizens to meet every Thursday, and is a great area for meetings and potluck gatherings; the Carrell Hall has a stage, and can be used for large meetings, weddings, funerals, reunions, gym activities, and many other purposes.

The office suite consists of the PCCC office, a medical office, rental office, and restroom.

PCCC's kitchen serves events in the building, as well as those needing a commercial kitchen to rent.

Another feature of the community center is the Heritage Wall; a space for locals and visitors to learn about and share history of our community.

Petroleum County Community Center strives to provide and maintain a gathering place for present and future generations. The facility is available for cultural, social, economic, educational, and recreational events. PCCC endeavors to create a space that feels welcoming, safe, and accessible.

### **8.13 Future Need for Additional or Improved Facilities**



It is estimated that 28.5% of the population in Petroleum County is 65 years of age and older, indicating that the demand for community senior centers and ADA compliant facilities will continue to increase.

According to results obtained from the public survey taken in conjunction with development of this Growth Policy, the facilities noted as most important for the County/Town to maintain were roads/streets, bridges, the courthouse/senior center, the library, the town hall, and the emergency services hall.

Based on the survey and community discussions, additional facilities benefitting the area could be a refuse site and a community center that allows for multiple uses such as a clinic, daycare, or museum.

Also, based on community feedback, potential future uses of the airport could expand to also include:

- Fire
- Emergency
- Corporate
- Hunters
- Regional and Nationwide Recreationalists
- Flight Training Schools

In order to accommodate growth and potential uses, the airport will need improvements to the runway, the addition of fuel service, and possible accommodations. A relocation of the airport might be considered to meet future needs.

## 8.14 Goals and Objectives

### GOAL

Systematically plan and budget for capital improvements within the Town and County to efficiently maintain and upgrade public infrastructure as needed.

### OBJECTIVES

- ❖ Prepare and utilize Comprehensive Capital Improvements Plans (CCIP) for Petroleum County and the Town of Winnett.
- ❖ Continue to update CCIP annually as County/Town needs change.
- ❖ Support upgrades of public facilities for ADA compliance. Investigate opportunities for assistance for private upgrades.
- ❖ Support the Town of Winnett in their efforts to plan, fund, and build water, sewer, roads, and utilities through state and federal funding mechanisms.
- ❖ Encourage leveraging additional resources for infrastructure through private/public partnerships.
- ❖ Consider policies that require developers to pay a proportional share for infrastructure upgrades and expansion.
- ❖ Consider upgrades to the airport infrastructure to accommodate growth and meet future needs.

### GOAL



Maintain the existing County roads and bridges efficiently, economically, and based on standard criteria.

**OBJECTIVES**

- ❖ Follow the recommendations for maintenance and improvements to the County transportation system outlined in the CCIP.
- ❖ Encourage securing financial assistance as available from programs that may help leverage local funds in the maintenance of County roads and bridges (i.e. TSEP, FLAP, TA, etc.)
- ❖ Work with state and federal agencies to improve road conditions affected by use due to public lands access.
- ❖ Encourage County staff and officials to communicate with MDT personnel on a regular basis in order to take advantage of MDT road, bridge, and transportation alternative programs.
- ❖ Stay apprised of funding opportunities.



## 9. Natural Resources

### 9.1 Land Cover

Petroleum County consists mainly of grassland, floodplain, and outcrops of small rock formations in addition to the expansive agricultural land. The Missouri Breaks have a large presence in Petroleum County. The Breaks are a vast area of rolling hills, buttes, rock outcroppings, scattered forests and massive prairie flats that surround the Missouri River. Although the Missouri Breaks has no clearly defined border it is an area that generally lies to the east of Fort Benton, to the north of Winnett and to the south and west of Fort Peck Lake. Much of the Missouri Breaks area is completely uninhabited as it lies within the Charles Russell Wildlife Refuge.



### 9.2 Rivers, Streams, Lakes, Wetlands, and Watersheds

The Musselshell River runs along the eastern border of the County and Fort Peck Reservoir runs along the north boundary of the County. Other lakes located in the County include Petrolia Lake, War Horse Lake, Wild Horse Lake, and Yellow Water Reservoir. Flatwillow Creek, Elk Creek, McDonald Creek, Box Elder Creek are primary creeks that typically run year around providing irrigation and stock water.

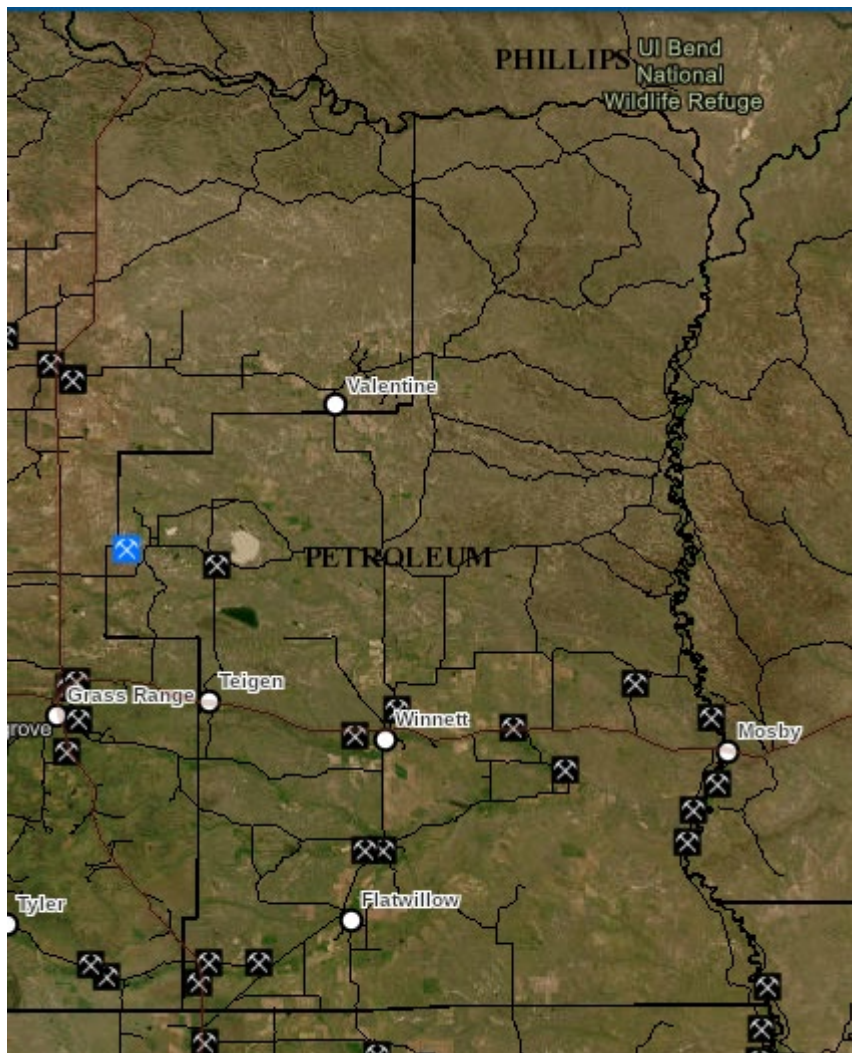
### 9.3 Fish and Wildlife

Fish and wildlife are abundant in the County and consist mainly of white-tailed deer, mule deer, pronghorn antelope, elk, as well as pheasants, sage grouse, other wild game birds, and songbirds.

### 9.4 Sand and Gravel Resources



There are 16 permitted open-cut mine and gravel sites located within the County. **Nine are permitted by the county road crew and seven are privately permitted.** A map detailing the location of the sites is shown below in Figure 12.



*Figure 12. Petroleum County Gravel Sites*

### 9.5 Wildland-Urban Interface

In 2004, Petroleum, Judith Basin, and Fergus Counties in conjunction with Snowy Mountain Development created a Wildland Urban Interface Wildfire Mitigation Plan. According to the plan, approximately 75% of all fires in Petroleum County since 1980 have been ignited by nature. The rate of human-ignited fires is below both the state and national averages. The County's low population as well as agrarian economy and wildfire educated residents all attribute to this low percentage.

The majority of the fire-prone landscape in the County is along the northeastern portion. The plan stated four basic opportunities to reduce the loss of life and structures to wildfire including prevention, education, readiness, and adopting building codes.



Figure 13. Wildland-Urban Interface

### 9.6 Mining

A primarily copper mining prospect called Annie Laurie is located in the Northeast part of the County.

### 9.7 Energy

The County has 2 currently producing oil well operators, 8 currently producing oil leases on file (2017 data for leases), and 9 producing oil wells on file. The total number of wells on file is 717. The total number of barrels of oil produced in 2020 was 12,680 and the MCF of gas produced in the year was 0, according to the Montana Board of Oil & Gas Conservation.

### 9.8 Climate and Soils



Petroleum County gets an average of 13 inches of total precipitation. There are approximately 201 sunny days with a July average high of 87 degrees Fahrenheit and a January average low of 9 degrees Fahrenheit.

Geologically, the County contains a petroleum-bearing anticline which divides the County into two regions. Hill Creek formation and Bear Paw shale make up the northern half while older cretaceous rocks make up the southern half.

### 9.9 Future Projections

Future projections for the County and Town are not anticipated to change from their current state. The County does not anticipate an influx of mining or alternative energy production at this time; **however it is possible that potential oil and gas energy production increases over the next five years.**

### 9.10 Goals and Objectives

#### Goal

Provide for long term function of natural systems and resources, recognizing a diversity of uses for those systems and resources.

#### OBJECTIVES

- ❖ Collaborate and coordinate with state and federal agencies to share GIS data collected on Petroleum County lands and water.
- ❖ Update subdivision regulations to include current legislative changes in order to mitigate impacts on the natural environment.
- ❖ Follow the County/Town Disaster and Emergency Mitigation Plan (CDEMP) which addresses response to a growing Wildland Urban Interface (WUI) in order to prepare the County for wildfires or other natural disaster related emergencies. Review the WUI and CDEMP on a regular basis and update as needed.
- ❖ Encourage programs to combat invasive species populations.
- ❖ Work with public agencies to ensure best management practices of public lands to preserve habitat, limit erosion, and provide low impact recreational opportunities.
- ❖ Work with FWP to control wildlife populations as regulated by existing law.
- ❖ Collaborate with state and federal agencies when planning for wildfire suppression activities.

#### GOAL

Control weed populations.

#### OBJECTIVES

- ❖ Improve range productivity.
- ❖ Preserve native vegetation.
- ❖ Reduce risk of wildfire and potential for erosion.

#### GOAL

Collaborate with state and federal agencies to explore opportunities to utilize natural resources to the benefit of the County, local tax payers, and public land users.



## **OBJECTIVES**

- ❖ Engage in regular communication with CMRWR, USFWS, FWP, DNRC, and BLM
- ❖ Advocate for local presence of federal agencies to foster collaborative relationships.





## 10. Recreational Access

### 10.1 Access Sites

Surrounding Fort Peck Reservoir in the Northern part of the County is the Charles M. Russell National Wildlife Refuge Complex. This area provides hunting and fishing opportunities. The War Horse National Wildlife Refuge, is comprised of 1,152 acres and was established in 1958. It is open to hunting of migratory game birds, upland game birds, and big game. It is also an attraction for hiking, fishing and wildlife observation.



Other privately owned campgrounds include Crooked Creek Recreation Area and Campground, which is located on the southeast portion of the Missouri River just west of Fort Peck Lake. This campground, open year-round, offers a boat ramp with dock and 20 campsites. **Dovetail Campground, another privately owned campground, is North of Winnett, MT at the junction of 79th Trail and Crooked Creek Road.** Campgrounds located in Winnett are the Hilltop Campground on the north edge of Winnett and the Northern Hotel Campground. **All** campgrounds are heavily used by hunters and fisherman throughout the year.

### 10.2 Local Recreational Facilities

The Town operates the George D. Ore Memorial Park and Winnett Swimming Pool, with financial support from **The Town of Winnett and Petroleum County as well as private donors.** **This is the only public swimming pool in the county and well beyond. Besides extensive local use, neighboring communities bring their children for swimming lessons and recreation, joined by their parents and grandparents participating in exercise programs and fun. The land for this pool was donated by the Phillips family in 1962 with the original pool being built by community volunteers. The last major upgrade, which was funded by grant funding, took place in 1981. Funds are presently being raised for much needed repairs and improvements**

### 10.3 Issues Identified

The primary issue with recreation in Petroleum County is the amount of traffic using County infrastructure such as roads and bridges, decreasing the expected lifespan of these critical County-maintained facilities. As more recreationalists travel both to and through the County, the County will need to identify facilities used and create a maintenance plan to address concerns, involving State and Federal agencies as needed.

### 10.4 Projections for Future Access

Petroleum County recognizes the rights of the general public and government agencies to access public lands. The County will continue to provide the access currently available through the network of county roads and highways. This will be done while protecting the rights of our landowners to control the use of their private lands and private roads.



## 10.5 Goals and Objectives

### GOAL

Collaborate on recreational opportunities issues.

### OBJECTIVES

- ❖ Improve relations between landowners and recreationalists while maintaining the private property rights of the landowners.
- ❖ Maintain communication with State and Federal agencies.
- ❖ Work with public agencies to procure grant funding to help offset the cost of recreationalists.
- ❖ Honor the rights of the general public and government agencies to access public lands recognizing the great access provided in this county by our existing network of county roads and highways while protecting the rights of our landowners to control the use of their private lands and private roads.

### GOAL

Encourage change at the legislative level to benefit Counties with high recreational traffic

### OBJECTIVES

- ❖ Work with officials from state and federal agencies to encourage legislation to provide increased law enforcement during peak recreational seasons such as hunting, fishing and camping.
- ❖ Encourage the legislature to evaluate public agencies ability to provide support to local governments in high traffic recreational areas.



## 11. Coordination with Local Jurisdictions and Agencies

### 11.1 County/Town Coordination

Section 76-1-601(3)(g) MCA requires that a growth policy include a statement concerning how a local government will cooperate with other jurisdictional entities in implementing its growth policy. Since this Policy is a cooperative effort between Petroleum County and the Town of Winnett, the only incorporated town in the County, it will be implemented by both entities.

### 11.2 State and Federal Agencies

State and Federal agencies have the potential to impact resources and influence the use and development of land in Petroleum County. In addition to a large amount of federally owned land managed by the Bureau of Land Management and the Department of Natural Resources and Conservation, the C.M. Russell Wildlife Management Area and fisheries and wildlife management areas overseen by Fish Wildlife and Parks affect recreational opportunities which influence tourism and quality of life.

During development of this Growth Policy agencies operating within the County were invited to a public meeting (agenda in Appendix B). Those agencies represented included:

- Bureau of Land Management (BLM)
- Department of Natural Resources and Conservation (DNRC)
- C.M. Russell Wildlife Management Area (CMRWM)
- Fish Wildlife and Parks (FWP)
- Montana Department of Environmental Quality (DEQ)
- Petroleum County Conservation District

Each agency was asked to respond to five areas of concern with regard to the Growth Policy:

1. Information and facts about each agency's presence and role in the County including statistics regarding land managed by each agency and how that land use may affect other agency land or private land owners. What personnel live or perform their job as members of the community.
2. Discuss any projected change in agency organization or land use in the next five to ten years.
3. Address any policy decisions that may affect residents, businesses, or governments within Petroleum County in the next five to ten years.
4. Discuss the possibility of cooperative funding or projects that the County might work with them on to improve landowner relations or services to county residents or tourists (economic development, roads and bridges, law enforcement, trails, access, etc.).
5. Identify ways to improve communication and cooperation between County/Town government and state and federal agencies doing business in the County.

Agency personnel appreciated the opportunity to provide input and encouraged the Planning Board and local government leaders to continue to invite them to similar "soundings" to improve communication between County/Town government and state and federal agencies doing business in the County..



## 12. Implementation Plan

Implementing a strategy for reaching the goals and objectives stated in the Growth Policy is critical to making the document a useful tool for planning the future of Petroleum County. There are a variety of tools that can be used for implementation. These include regulatory and policy tools, available funding or fiscal tools, and training or educational tools that County government can use. This section lists implementation tools including a mandatory statement by State Law describing how the governing body will review subdivisions within the County. All other tools are contained herein for informational purposes only.

In this section a plan for future review and update of this Growth Policy is also stated.

Finally, an action plan is outlined based on the goals and objectives set for each of the required elements of 76-1-601 through 76-1-606, Montana Code Annotated (MCA) contained in this Growth Policy. The action plan assigns a timeframe to follow through on implementation.

### 12.1 Implementation Tools

#### *Regulatory Tools*

#### **LOCAL REVIEW OF SUBDIVISIONS**

Subdivision regulations control the creation of new lots by imposing design and infrastructure standards and by establishing procedures for local government and public review. Regulating the division of land ensures that the development has appropriate services and does not adversely affect resources. Because of the possibility for adverse effects on resources, subdivisions will be reviewed for compliance to the Petroleum County Growth Policy as well as compliance with subdivision regulations recently adopted by the County. As with all regulatory tools, subdivision regulations are most effective with consistent use.

As per §76-3-501 et. Seq. MCA, which requires local government to establish subdivision regulations and outlines the minimum requirements for those regulations, the County completed the process of updating new regulations which are compliant through the 2015 legislative session changes.

As per §76-3-608(3)(a), MCA, the governing body must review proposed subdivisions considering the effect on the following review criteria:

- Agriculture;
- Agricultural water user facilities;
- The natural environment;
- Wildlife;
- Wildlife habitat;
- Local Services; and
- Public health and safety

Petroleum County Subdivision Regulations that describe each of these criteria as well as the subdivision evaluation process and requirements for public review are available in their entirety at the Petroleum County courthouse.



## **ZONING**

Zoning is a commonly used tool for implementing land use policy. Zoning describes the control by authority of the use of land and the buildings that may be placed there. Areas of land are divided by appropriate authorities into zones within which various uses are permitted.

In addition to the more traditional form of zoning, jurisdictions have explored other zoning approaches that can be used to regulate development of property. Some of these alternatives are described below.

### **Development Design Standards**

Development design standards include site and building design standards adopted in zoning regulations. These standards are generally adopted with the intent of preserving and enhancing community character. State law supports the use of design standards if they are objective, reasonable, and applied uniformly throughout a community. Considerations for implementing design standards should include the level of administrative review required and the potential for increased development costs.

### **Agricultural Zoning**

Agricultural zoning is commonly used to restrict land uses to resource extraction and production activities. Other agricultural protection zoning mechanisms include voluntary agricultural districts, agricultural area buffers, area-based zoning or density zoning, fixed area-based allowance zoning and sliding scale area-based allowance zoning.

### **Interim/Emergency Zoning**

Interim zoning is specifically authorized in State law. It is a temporary land use control that expires unless replaced with permanent regulations. Interim zoning means a temporary emergency zoning that is conducted while the local government makes revisions to existing zoning ordinances, or creates and adopts a final zoning plan or zoning ordinance, or addresses some other local policy issue in the state. It helps to preserve the status quo or at least to limit the extent of change that can occur from the zoning activities. It is also termed as stopgap zoning. Emergency zoning may be put in place by the County Commissioners.

## **DECAY ORDINANCE**

Decay ordinances are enacted to protect the general public from decaying structures that are deemed unsafe and inhabitable by a building official.

## **FLOODPLAIN REGULATIONS**

Floodplain regulations restrict development in areas within the 100-year floodplain of a watercourse in order to protect the watercourses and their flood storage areas, as well as the public health, safety, and welfare.

### ***Considerations for Regulatory Enforcement***

Regulatory or code enforcement programs ensure that property owners comply with a jurisdiction's land use regulations. The County Planner will receive complaints and forward



them to the planning board for consideration. The Planning Board will make recommendations to the County Commissioners.

### *Fiscal Tools*

#### **CAPITAL IMPROVEMENTS PROGRAM**

A Comprehensive Capital Improvements Plan (CCIP) is used as a budgeting and financial tool by the County to establish long term goals for maintaining, improving, or building new public facilities. The document identifies specific projects, costs, priorities, timetables, and funding sources, and includes all public facilities owned or maintained by the local government. The importance of a CIP for land use planning is the critical connection between where and when infrastructure is provided and what the desired land use pattern is for a community or neighborhood. It is recommended that a full CCIP be prepared every 10 years at a minimum to include a full study of the capital needs of the county.

#### **IMPACT FEES**

Impact fees are charged to a developer by local government at the time of development or building permit review to pay for the impacts of new development on off-site capital facilities such as public sewer, roads, fire, or emergency services. Developing a fair and equitable impact fee program can be complex and often requires local governments to obtain outside assistance. Developers or applicants should expect a comprehensive review of long-term costs to the County.

#### **STATE AND FEDERAL GRANTS OR LOANS**

Grant programs are a key means of implementing public policy regarding affordable and accessible housing, infrastructure extension, economic development, historic preservation, health and human services, crime victim assistance, environmental remediation, and provision of support to low- and moderate-income households and special needs populations. Acquisition and administration of grants for use by the County includes applying for and complying with the requirements of grant contracts; conducting needs assessments and program evaluations; coordinating community responses to identified needs; and seeking resources for the purpose of addressing a variety of community development issues.

#### *Funding Agency Alphabet Soup:*

TSEP=Treasure State Endowment Program  
CDBG=Community Development Block Grants  
RRGL=Renewable Resource Grant and Loan  
RD=USDA Rural Development  
INTERCAP= Intermediate Term Capital Program  
SRF=State Revolving Fund  
BSTF=Big Sky Trust Fund

The County may also play a role in the acquisition of state and federal grants for local non-profit organizations. This may include sponsorship and/or assistance with grant writing and administration, and providing technical assistance and direct service program administration. Involving local non-profit organizations in needs assessment and other county planning activities may provide a valuable partnership for addressing community development issues.



Grant and loan opportunities commonly used by local governments include:

- Treasure State Endowment Program (TSEP): planning and construction grants for infrastructure including bridges, water systems, and wastewater systems, solid waste management, and storm water management.
- Community Development Block Grant (CDBG) Program: planning and construction grants for infrastructure, public facilities, housing, and economic development. CDBG eligibility for construction grants is tied to the benefit the projects will provide for low to moderate income individuals.
- Department of Natural Resources and Conservation (DNRC) Renewable Resource Grant and Loan (RRGL) Program: planning and construction grants for public facility projects including drinking water, wastewater and solid waste development and improvement projects. Other renewable resource projects that have been funded include irrigation rehabilitation, dam repair, soil and water conservation and forest enhancement.
- MDT Transportation Alternatives (TA): grants to improve access to alternative transportation routes along Montana’s highways. This can include sidewalks, trails, community gateway features, lighting, and historic rehabilitation.
- USDA Rural Development (RD): planning and construction loans and grants for communities with fewer than 10,000 people. Grant amounts are dependent on Median Household Income.
- State Revolving Fund (SRF): low interest loans used to maintain and improve drinking water systems and water pollution control projects.

## **TAX INCREMENT FINANCING AND TARGETED ECONOMIC DEVELOPMENT DISTRICTS**

Tax increment financing (TIF) is an important fiscal tool that allows jurisdictions to finance certain kinds of development costs within a Targeted Economic Development (TED) District.

### **12.2 Growth Policy Timeframe**

#### ***Annual Review***

The Petroleum County Planning Board will review the Growth Policy on an annual basis and provide a Status Report to the County Commissioners. The Status Report will include:

1. Status of goals, objectives and actions suggested in the Growth Policy.
2. Recommendation/assessment of goals to be addressed in the following year.
3. Evaluation of need to revise the Growth Policy.

#### ***Condition for Revising the Growth Policy***

This Growth Policy is based on existing conditions and anticipated future conditions. It is impossible to project every potential scenario and, therefore, the policy needs to be flexible to accommodate future issues. The Planning Board will review the Growth Policy and determine if changes are needed under the following conditions:

- Major proposed actions made outside of County authority with potential to significantly affect implementation of the stated goals, policies, and strategies in this growth policy.



- Any actions that might affect the health, safety, and welfare of citizens that were inadequately addressed in the growth policy.
- New development proposals not provided for in the plan.
- Priorities that need to be reassessed to take advantage of new opportunities such as grants, partnerships, and State and Federal programs.
- Additional public input suggesting the need for changes.
- Changes in state law regarding growth policies.
- Court cases and/or litigation that set legal precedent in Montana for growth policies.
- Individual neighborhood plans developed in accordance with state law (76-1-601) that is mandated as amendments to the current growth policy.
- Planning Board evaluation of implementation measures and progress, and determination that modifications would enhance the effectiveness of the growth policy.

### ***Process for Revising the Growth Policy***

County Commissioners will be notified in writing by the Planning Board prior to commencing work on the revision.

The Planning Board will follow the process outlined in State Law (MCA 76-1-602 through 76-1-603) for adopting a Growth Policy to provide revisions. The Board will conduct a public meeting on the revisions prior to making their recommendation to the County Commission for adoption. The County Commission will follow the provisions of State Law (MCA 76-1-604) to adopt, revise, or reject the changes to the Growth Policy.

### **12.3 Action Plan**

The Action Plan is a matrix intended as a snap shot of the Goals and Objectives outlined in the Growth Policy. It defines each goal and objective and sets a timeframe for accomplishment. For future tracking, additional columns are added for regulations used in implementation, funding sources, and date completed.

Timeframe is limited to:

- Ongoing or Ongoing as Opportunities Arise – indicates something the county or other entities are already involved in or are encouraged to become involved in as circumstances, funding, or other opportunities arise
- Near term (1-5 years)
- Mid-term (5-10 years)
- Long term (<10 years)





Insert goals and objectives tables here.

## 13. Bibliography

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- Petroleum County Wildland-Urban Interface Wildfire Mitigation Plan, 2004
- Petroleum County Pre-Disaster Mitigation Plan
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- <http://www.bestplaces.net/climate/county/montana/petroleum>
- Montana Department of Agriculture and Publicity, *The Resources and Opportunities of Montana*
- [www.drillingedge.com/montana/petroleum-county](http://www.drillingedge.com/montana/petroleum-county)
- Petroleum County: A Brief History in Images
- American Wind Energy Association: <http://www.awea.org>

## 14. Goals Met Since 2017

### Population

- Stabilize population, 5% growth
- Seek resources to improve housing quality, condition, and availability
- Support efforts to build affordable rentals

### Job growth

### Telehealth

**Montana Coal Board**  
**Draft Meeting Minutes**  
**March 14, 2024**  
Billings, MT

**Roll Call of Board Members:**

Hal Fuglevand - Present

Pat Lorello - Present

Tim Schaff - Present

Jon Wells - Present

Catherine Laughner - Present

Sandra Jones - Present

Sandy Tutvedt - Present

**Montana Department of Commerce Staff Present:**

Galen Steffens, Division Administrator

Rachel Young, Administrative Officer

Anita Proul, Executive Assistant

Canon Luerkens, Research and Information Services

**Public Present:**

John Williams, Mayor Colstrip

Joe Purcell, Mayor Hardin

Chad Hanson, Great West Engineering

Bill Bullock, Carbon County Commissioner

Robie Culver, Stahly Engineering

Tim Brurud, Executive Dir Boys & Girls Club

Michael Hurff, Public Works Director Hardin

Jim Atchison, SEMDC

Lon Sibley, PW Director Roundup

Brad Caton, Programs Dir Red Lodge Comm Fdn

Sig Pugrud, Petroleum County Commissioner

Sara Strissel, Bear Paw Development

Representative Paul Tuss, HD28

Dennis Kopitzke, Mayor Forsyth

**Call Meeting to Order**

0:00 Chair Wells called the meeting to order at 8:30 a.m.

0:00 Ms. Young called the roll for Board members.

16:50 \*\*Audio restored.

**Commerce Updates**

17:31 Presenter: Ms. Young

**Opportunity for Public Comment**

29:35 Chair Wells asked for any public comments on items not on the agenda, but within the Board's jurisdiction:

Jim Atchison, SEMDC

John Williams, Mayor Colstrip

Joe Purcell, Mayor Hardin

**Budget Status Update**

**Cash Activity Detail – page 5 of binder**

38:33 Presenter: Ms. Young

**Montana Coal Board**  
**Draft Meeting Minutes**  
**March 14, 2024**  
Billings, MT

**Project Updates**

**#0959 – Big Horn County – Radiology Equipment at Big Horn Hospital-Thank You Letter-page 7 of binder**  
41:35 Presenter: Ms. Young

**#0967 – Miles City – Two Police Vehicles-Thank You Letter-page 10 of binder**  
42:13 Presenter: Ms. Young

**#0971 – Musselshell County – Purchase of Backhoe-Thank You Letter – page 12 of binder**  
42:34 Presenter: Ms. Young

**Open and Closed project status – page 14 of binder**  
43:03 Presenter: Ms. Young

**New Applications**

**#0983 – City of Roundup – Purchase Garbage Truck – page 16 of binder**  
0:47:05 Presenter: Ms. Young

**#0984 – Carbon County – Purchase AWD Vehicle – page 39 of binder**  
0:52:55 Presenter: Ms. Young

**#0985 – Petroleum County – Courthouse Renovation – page 62 of binder**  
1:00:58 Presenter: Ms. Young

**#0986 – City of Havre – Boys & Girls Club Heating/Cooling Upgrades – page 280 of binder**  
1:17:54 Presenter: Ms. Young

**#0987 – City of Hardin – Purchase Garbage Truck – page 321 of binder**  
1:33:44 Presenter: Ms. Young

**Board Action Items:**

**Approval of Minutes**

**December 14, 2023, MT Coal Board Meeting Minutes – page 361 of binder**  
1:41:50 Motion: Vice-Chair Schaff – approve minutes as written  
Second: Ms. Jones  
Ms. Young called for a vote: all yes. Motion Passed.

**#0937 – City of Forsyth – Water System Construction Costs-Extension Request – page 365 of binder**  
1:42:49 Presenter: Ms. Young  
Motion: Vice-Chair Schaff – grant extension to December 2025  
Second: Mr. Fuglevand  
Ms. Young called for a vote: all yes. Motion Passed.

**Montana Coal Board**  
**Draft Meeting Minutes**  
**March 14, 2024**  
Billings, MT

**Board Action on Grant Applications**

**#0983 – City of Roundup – Purchase Garbage Truck – page 16 of binder**

1:46:59 Motion: Vice-Chair Schaff – fund full amount, \$200,000

Second: Ms. Laughner

Ms. Young called for a vote: all yes, except Ms. Jones abstained. Motion Passed.

**#0984 – Carbon County – Purchase AWD Vehicle – page 39 of binder**

1:48:44 Motion: Ms. Laughner – fund full amount, \$87,396

Second: Mr. Fuglevand

Ms. Young called for a vote: all no except Mr. Fuglevand and Ms. Laughner. Motion Failed.

**#0985 – Petroleum County – Courthouse Renovation – page 62 of binder**

1:51:32 Motion: Mr. Fuglevand – fund full amount, \$495,850

Second: Ms. Laughner

1:56:14 Motion: Chair Wells – amend motion to fund \$250,000

Second: Ms. Tutvedt

Ms. Young called for a vote: all yes. Motion Passed.

1:59:11 Motion: Chair Wells – vote on original motion as amended

Second: N/A

Ms. Young called for a vote: all yes. Motion Passed.

**#0986 – City of Havre – Boys & Girls Club Heating/Cooling Upgrades – page 280 of binder**

2:00:01 Motion: Ms. Jones – deny application

Second: Ms. Tutvedt

Ms. Young called for a vote: all yes except Ms. Laughner & Chair Wells. Motion Passed.

**#0987 – City of Hardin – Purchase Garbage Truck – page 321 of binder**

2:02:19 Motion: Hal Fuglevand – fund full amount, \$210,000

Second: Ms. Laughner

Ms. Young called for a vote: all yes. Motion Passed.

**Opportunity for Public Comment**

2:03:44 Chair Wells opened the meeting for any public comment:

Jim Atchison, SEMDC

John Williams, Mayor Colstrip

**Board Matters**

**Confirmation of next meeting dates and location**

2:07:25 Presenter: Ms. Young

**Adjournment**

2:08:34 Meeting adjourned at 10:47 a.m.