

COMMITTEE OF THE WHOLE

APRIL 17, 2023

6:00 PM

1. There will be no Committee of the Whole

NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, APRIL 17, 2023 AT 7:00 P.M. AT THE CENTRAL MONTANA COMMUNITY CENTER LOCATED AT 307 W WATSON

To participate virtually the options are as follows:

To join by zoom:

<https://zoom.us/j/8486275925?pwd=dTVGbndDK253ZUJLMjRuZXU5QVpMdz09>

Meeting ID: 848 627 5925 Passcode: 59457

To participate by phone: dial (253) 215-8782 Meeting ID: 848 627 5925 Passcode: 59457

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES – April 3, 2023

COURTESIES

PROCLAMATIONS

BOARD AND COMMISSION REPORTS

CITY MANAGER REPORT

PUBLIC COMMENT – non agenda items

CONSENT AGENDA

Acknowledgment of the claims that have been paid from April 1, 2023 to April 12, 2023 for a total of \$

***REGULAR AGENDA – Resolutions, Ordinances & Other Action Items:**

1. Discussion and action on approving Resolution No. 4121, a resolution awarding TIF District Funds to Lewistown Art Center approved by the Lewistown Tax Increment Financing District Board (**Action: approve, disapprove or amend Resolution No. 4121**) City Manager Holly Phelps

2. Discussion and action on reappointing Ryan Dick to the Board of Adjustments for an additional three-year term (**Action: approve, disapprove or amend reappointing Ryan Dick to the Board of Adjustment**) City Manager Holly Phelps

3. Discussion and action authorizing the City Manager to enter into an agreement with the Pfau Group, LLC for grant writing services (**Action: approve, disapprove, or amend entering into the agreement with the Pfau group**) City Manager Holly Phelps

CITIZENS' REQUESTS

COMMISSIONER'S MINUTE

ADJOURNMENT

* All citizens are invited to make comment on any agenda item prior to action being taken by the Commission

RESOLUTION NO. 4121

A RESOLUTION AWARDING TIF DISTRICT FUNDS TO
LEWISTOWN ART CENTER APPROVED BY THE
LEWISTOWN TAX INCREMENT FINANCING DISTRICT
BOARD

WHEREAS, the Lewistown City Commission has adopted Ordinance No. 1748 – An Ordinance establishing the Lewistown Urban Renewal Area, creating the Lewistown Urban Renewal District and adopting the Lewistown Urban Renewal District Plan; and

WHEREAS, by Resolution number 3903 the City created an Urban Renewal Agency per 7-15-4232 Montana Codes Annotated (MCA), which was designated as the “Lewistown Improvement District Board” to engage in activities authorized in 7-15-4234 MCA and provide administrative functions; and

WHEREAS, the Commission re-designated the “Lewistown Improvement District Board” as the “Lewistown Tax Increment Financing District Board” by Resolution 3923; and,

WHEREAS, the Commission appointed a Lewistown Tax Increment Financing District Board (hereafter, the “TIF Board”) in order to manage the Lewistown Urban Renewal District created by Ordinance 1748; and,

WHEREAS, the TIF Board oversees the operation of the Lewistown Urban Renewal District, including public purpose activities; promotional activities; façade building conservation and loan programs; and administrative functions; and,

WHEREAS, the TIF Board exercises those powers authorized by law as specified in Resolution 3923; and,

WHEREAS, the TIF Board has developed the Lewistown TIF District (LTD) Program whereby qualified applicants may apply for TIF District Program Funds for assistance in redevelopment or rehabilitation of properties within the Urban Renewal District; and,

WHEREAS, through its LTD Program the TIF Board has received numerous applications for TIF District Program Funds, has reviewed the same and, has recommended approval of several applicants for those funds; and,

WHEREAS, the City Commission has retained final budgetary authority for TIF program activities.

NOW, THEREFORE, BE IT RESOLVED, that the Lewistown City Commission hereby awards the TIF District Program Funds as recommended by the TIF Board to:

1. The Lewistown Art Center, applicant for Signage, at 323 W. Main Street;
\$1275 grant

BE IT FURTHER RESOLVED, that prior to disbursement of any TIF funds, all applicants shall enter into such Development Agreements as established and approved by the TIF Board.

PASSED AND APPROVED this 17th day of April, 2023.

KellyAnne Terry, Chairperson
Lewistown City Commission

Attest:

Nikki Brummond
City Financial Officer/Clerk

Lewistown TIF District Program Application

Project Name: Facade Updates for the LAC Date Submitted: _____

APPLICANT INFORMATION

1. Name: Mary E C Baumstark
2. Address: 323 W Main \ PO Box 1018
3. City/ST/Zip: Lewistown, MT 59457
4. Telephone Number(s): 406-535-8278, 406-531-9317

If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of:

- ☐ A Corporation
- ☒ A nonprofit or charitable institution or corporation
- ☐ A partnership known as _____
- ☐ Other (explain) _____

PROJECT INFORMATION

1. Building Address:
323 W Main
2. Legal Description:
LEWISTOWN ORIG TOWNSITE, S15, T15 N, R18 E, BLOCK D-13, Lot 012
3. **Property Owner:** (If property is not owned by Applicant, list leasehold interests)
Name of Owner(s): _____
Address: _____
Telephone Number(s): _____
E-Mail: _____

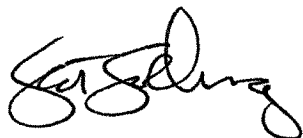
SUPPLEMENTAL INFORMATION FOR ELIGIBLE IMPROVEMENTS UNDER SPECIFIC PROGRAMS

List eligible items that pertain to the particular program you are applying for (see the applicable program narrative for a description of the eligible items). Use the "Construction Costs" portion of the Project Cost Worksheet to fill out the information below. If in doubt about an item's eligibility, included it. Board will review items and help determine eligibility.

1.	Main St. Sign Materials	\$ 1000.00
2.	Community Calendar Frames and Hardware	\$ 550.00
3.	1/3 Construction Costs (sign removal, telehandler rental)	\$ 1000.00
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
Total Program Request		\$ 2550.00

Grant
Amount

\$1275.00



8. Description of Project

The Lewistown Art Center seeks to give our façade a facelift by:

- a) removing the existing Main St. signage on the building
- b) installing new, easy to read signage made by HCR, Inc.
- c) install a new, outdoor community calendar for Central Montana to enjoy!

Removing the original Main St. sign includes hiring a construction crew and telehandler to remove this small, outdated, and deteriorating sign. (Fig. A).

Next, we'll install a large, easy to read sign on the Main St. façade of the building. **This sign is 19' by 11.5" tall** and will be installed directly above the LAC's door. HCR Inc has agreed to donate the labor as long as the LAC pays for the materials, **steel with a black, weatherproof coating**. The sign is rivetted to a 2" channel that will be directly mounted to the LAC's corrugated metal façade. This install will also require a small crew and telehandler. (Fig. B)

Finally, the LAC seeks to support our community with a large, outdoor, community calendar. This will be placed on the façade wall of our building, at eye level (mid-point at 40"), and **include five 24"x36" weatherproof frames**. These frames will include monthly calendars, community posters, and information on community events. It will offer a protected, community space for information, 24/7/365 on Main St. (Fig. C)

9. Project Renderings

Fig. A



Fig. B.

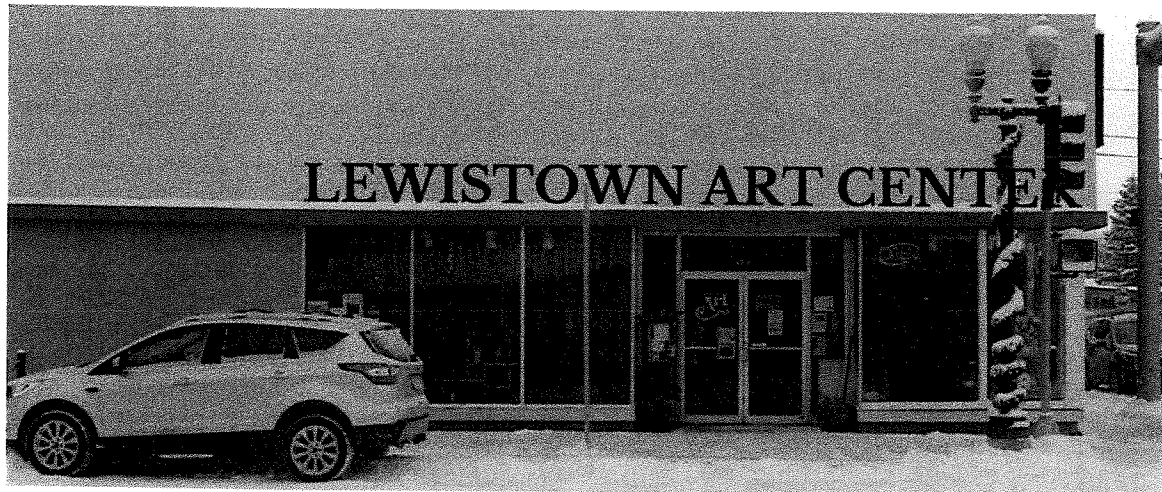


Fig. C.



Discussion and action on the reappointment of Ryan L. Dick to an additional three-year term to the Lewistown Board of Adjustment.

This volunteer board/ commission consists of five members whose appointments are confirmed by the City Commission. The members serve for a term of three years. The duties of the board are to hear and decide on appeals on decisions made by an administrative official in the interpretation and enforcement of the zoning ordinance and to authorize variance requests from the terms of the zoning ordinance.

Ryan was first appointed to the Board of Adjustments in 2019 and has also served on the City County Planning Board. Ryan has served as a valuable member of this board during his previous term. He has works at Mid-Rivers Communication in Lewistown. He has a desire to continue to be involved in the community as a member of the planning board/zoning commission.

It is recommended that Ryan Dick be reappointed to an additional three year term to the Board of Adjustments.

This agreement is entered into as of APRIL 5, 2023 between the CITY OF LEWISTOWN and Jennifer Pfau of the Pfau Group LLC, who acts as a consultant of 715 5th Avenue North, Lewistown, MT 59457, 406-366-4777, herein referred to as "Contractor".

Whereas, the CITY OF LEWISTOWN is wishing to improve the concession/locker room facilities at Frank Day Park for the safe recreational enjoyment of local residents;

Whereas, the Contractor is a consultant and has sufficient qualifications to provide grant writing, public relations, and fundraising services, the parties agree as follows:

Term of Contract - This contract takes effect on the date indicated above and shall terminate one year from date of signing. Except as provided elsewhere, this contract may be terminated by either party given thirty (30) days written notice without cause. Upon termination of this contract under this clause, the Contractor is entitled to receive payments for services satisfactorily performed up to the date of termination.

Independent Contractor – It is understood by the parties that the Contractor is an Independent Contractor and is not an employee of the CITY OF LEWISTOWN in such capacity as described below. The Contractor is responsible for payment of taxes, retirement, Social Security, and Workers Compensation. The Contractor indicates that she has other clients or entities in which she provides similar consulting services and that she meets the definition of an Independent Contractor for the purposes of MCA 39-71-401 of the Workers Compensation Code.

Scope of Services – Beginning on date indicated above, Contractor will provide the services outlined as follows:

- 1) Assess available and needed resources of the CITY OF LEWISTOWN. Research funding opportunities through private foundations, public non-profit organizations, corporations, government programs, individual donors and all other application sources to help fund programs and projects addressing the needs of the CITY OF LEWISTOWN.
 - 2) Develop short-term funding plans, compatible with the CITY OF LEWISTOWN's vision, to enhance its facilities.
 - 3) Locate funding sources, write, and submit grant proposals.
 - 4) Establish and maintain an effective working relationship with federal, state, local governments, corporate and private foundations, and private funders that may provide financial and/or technical assistance for programs/projects of the CITY OF LEWISTOWN.
 - 5) Prepare materials and make presentations, both orally and in writing, to individuals and/or groups about programs/projects as needed to obtain funding.
 - 6) Prepare news releases, articles, and public service announcements for use by media to inform the public of activities to promote public involvement/financial support for project as needed.
 - 7) Assist in the organization and administration of fundraising activities as directed.
- Other services mutually agreed upon by both parties can be added to the scope of work as required.

Compensation – The rate of professional services will be compensated at \$50.00 per hour. The Contractor will provide an invoice to the CITY OF LEWISTOWN for services rendered and such invoices shall be payable within 15 days of receipt of invoice. Invoices shall include the hours worked at the hourly rate and a brief description of the services rendered. Late payments are subject to interest after thirty (30) days from the initial billing date at the rate of 1.5% per month (8% per year).

Award Recognition – Any funding received by the CITY OF LEWISTOWN as a result of the Contractor's submission will be recognized in all publicity surrounding such grant award. CITY OF LEWISTOWN agrees to duly note in all press releases that the grant was written by "Grant Writer Jennifer Pfau" and any photographs associated with the award presentation will include the Contractor.

Conflict of Interest – The Contractor agrees that she presently is under no obligation to any other entity that in any way conflicts with this Agreement. In the event that a conflict occurs, the Contractor will make immediate disclosure to CITY OF LEWISTOWN.

Non-Assignability – Both parties recognize that this contract is one for personal services and cannot be transferred, assigned or subcontracted by either party without prior written consent of the other party.

Termination for Cause – Either party may terminate this agreement for just cause. To terminate the contract, the party seeking termination must give written notice of thirty (30) days to the other party.

Equipment and Expenses – The Contractor maintains her own independent office space at her home residence in Lewistown, Montana and has sufficient equipment, materials, and supplies to provide for use of this agreement. It is understood, however, that the CITY OF LEWISTOWN shall provide necessary office supplies and equipment to the Contractor as requested, which shall include use of photocopier, fax machine, printer, collator, laminating, and other items needed to create professional grant proposals and presentation materials. In addition, the CITY OF LEWISTOWN agrees to pay upfront and/or reimburse the Contractor for all applicable fees, out-sourced printing, special proposal production costs, and postage associated with the submission of grants.

Contract Renewal – This contract may be renewable under the same terms and conditions from year to year by the mutual written consent of both parties. If it is intended for this contract to be renewed, that written agreement for renewal should be no later than forty-five (45) days from the expiration of the terms of this contract or previous renewal.

Property of Client – All memoranda, notes, records, papers, and other documents relating to the CITY OF LEWISTOWN's operation, business, and all subject(s) related thereto shall remain property of the CITY OF LEWISTOWN. The Contractor shall not disclose to any other person, firm, or corporation or in any way use for its benefit or to the detriment of the CITY OF LEWISTOWN any information or knowledge obtained during the course of this Agreement, except as authorized in writing by the CITY OF LEWISTOWN.

Notices – All notices required or permitted under this contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the following:

If for Contractor: The Pfau Group, LLC
Jennifer Pfau
715 5th Avenue North
Lewistown, MT 59457

If for CITY OF LEWISTOWN: CITY OF LEWISTOWN
305 W. Watson
Lewistown, MT 59457

This document contains all the terms and conditions of this agreement and any alteration or variations of the terms of the agreement shall be invalid unless made in writing and signed by the parties. There are no other understandings, representations, or agreements not incorporated within.

In witness herein, the parties do execute this document on the day and year first written above.

By: _____
CITY OF LEWISTOWN

By: _____
Jennifer Pfau, Contractor