

COMMITTEE OF THE WHOLE

FEBRUARY 1, 2021

6:00 PM.

1. Presentation from the Nature Tourism Group on wayfinding sign project
2. Discussion on paybacks agreements for developer financed utilities
3. If time allows short discussion on Library parking

NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, FEBRUARY 1, 2021 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 – January 19, 2021

COURTESIES

PROCLAMATIONS

BOARD AND COMMISSION REPORTS

CITY MANAGER REPORT

PUBLIC COMMENT – non agenda items

CONSENT AGENDA

Acknowledgement of the claims that have been paid from January 14, 2021 to January 27, 2021 for a total of \$34,461.64

RM88 records destruction document in accordance with Schedule 8, Municipal Records Schedules

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

1. Discussion and action on approving the first reading of Ordinance No. 1765, an ordinance amending Title 3, Chapter 3, Part 10 of the Lewistown City Code amending regulations pertaining to agreements for the collection of payback charges for water main extensions (**Action: approve, disapprove or amend first reading of Ordinance No. 1765**) City Manager Holly Phelps
2. Discussion and action on approving the first reading of Ordinance No. 1766, an ordinance amending Title 4, Chapter 6, Part 8 of the Lewistown City Code amending regulations pertaining to agreements for the collection of payback charges for sewer main extensions (**Action: approve, disapprove or amend first reading of Ordinance No. 1766**) City Manager Holly Phelps

3. Discussion and action on approving the first reading of Ordinance No. 1767, an ordinance amending Title 10, Chapter 4 Part 10 of the Lewistown City Code amending regulations pertaining to parking for camping purposes (**Action: approve, disapprove or amend first reading of Ordinance No. 1767**) City Manager Holly Phelps
4. Discussion and action on approving the first reading of Ordinance No. 1768, an ordinance amending Title 10, Chapter 4 Part 2 of the Lewistown City Code pertaining to restrictions for parking on boulevards (**Action: approve, disapprove or amend first reading of Ordinance No. 1768**) City Manager Holly Phelps
5. Discussion and action on approving Resolution No. 4043, a resolution adopting fees and charges for the Lewistown City Cemetery (**Action: approve, disapprove or amend Resolution No. 4043**) City Manager Holly Phelps
6. Discussion and action on approving Resolution No. 4044, a resolution authorizing participation in the Montana Board of Investments Intercap Revolving program, and approving the form and terms of the loan agreement and authorizing the City Manager to sign documents related thereto (**Action: approve, disapprove or amend Resolution No. 4044**) 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

ORDINANCE 1765

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, PART 10 OF THE LEWISTOWN CITY CODE AMENDING REGULATIONS PERTAINING TO AGREEMENTS FOR THE COLLECTION OF PAYBACK CHARGES FOR WATER MAIN EXTENSIONS

BE IT ORDAINED by the City Commission of the City of Lewistown, Montana, that Title 3, Chapter 3, of the Lewistown City Code pertaining to agreements for the collection of water main extension payback charges be, and hereby is, amended to read as follows:

Section 3-3-10(B) is amended to read as follows:

4. All costs and expenses of the extension shall be paid for by the applicant with the following exceptions:
 - (a) The utility shall pay for the cost for additional facilities or increased main size required solely by the utility to serve future extensions. The amount to be paid by the utility shall be limited to the increased costs of materials only. The amount shall be agreed to prior to construction.
 - (b) When it is necessary to extend through an undeveloped area to the development, the city may enter into an agreement with the applicant to collect a payback charge from the area for a period not to exceed fifteen (15) years, such payback charges used to reimburse the applicant for costs of making such improvements. In no case shall the amount reimbursed exceed the actual cost of construction of the extension through the undeveloped area. The city will administer collection of payback charges and may collect a reasonable administration fee, payable from such payback charges. The city shall be under no obligation to enter into any such agreement with any applicant. All agreements shall be subject to the approval of the city commission. (Ord. 1713, 7-3-2006)

Passed and approved on the first reading, such date being February 1, 2021.

Passed and approved on the second reading, such date being February 16, 2021, and effective thirty (30) days thereafter.

Patty Turk
Chair of the Commission

Attest:

City Clerk

ORDINANCE 1766

AN ORDINANCE AMENDING TITLE 4, CHAPTER 6, PART 8 OF THE LEWISTOWN CITY CODE AMENDING REGULATIONS PERTAINING TO AGREEMENTS FOR THE COLLECTION OF PAYBACK CHARGES FOR SEWER MAIN EXTENSIONS

BE IT ORDAINED by the City Commission of the City of Lewistown, Montana, that Title 4, Chapter 6, of the Lewistown City Code pertaining to agreements for the collection of sewer main extension payback charges be, and hereby is, amended to read as follows:

Section 4-6-8(B) is amended to read as follows:

4. All costs and expenses of the extension shall be paid for by the applicant with the following exceptions:
 - (a) The utility shall pay for the cost for additional facilities or increased main size required solely by the utility to serve future extensions. The amount to be paid by the utility shall be limited to the increased costs of materials only. The amount shall be agreed to prior to construction.
 - (b) When it is necessary to extend through an undeveloped area to the development, the city may enter into an agreement with the applicant to collect a payback charge from the area for a period not to exceed fifteen (15) years, such payback charges used to reimburse the applicant for costs of making such improvements. In no case shall the amount reimbursed exceed the actual cost of construction of the extension through the undeveloped area. The city will administer collection of payback charges and may collect a reasonable administration fee, payable from such payback charges. The city shall be under no obligation to enter into any such agreement with any applicant. All agreements shall be subject to the approval of the city commission. (Ord. 1714, 7-3-2006)

Passed and approved on the first reading, such date being February 1, 2021.

Passed and approved on the second reading, such date being February 16, 2021, and effective thirty (30) days thereafter.

Patty Turk
Chair of the Commission

Attest:

City Clerk

ORDINANCE #1767

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 PART 10 OF THE LEWISTOWN CITY CODE AMENDING REGULATIONS PERTAINING TO PARKING FOR CAMPING PURPOSES

BE IT ORDAINED by the City Commission of the City of Lewistown, Montana, that Title 10, Chapter 4, of the Lewistown City Code pertaining to Stopping, Standing and Parking be, and hereby is, amended to read as follows:

Section 10-4-10 is amended to read as follows:

Except as hereafter provided, it shall be unlawful for any person to park any motor or recreational vehicle for camping purposes in the city, except in an authorized tourist park. (Ord. 1544, 3-3-1986)

- A. City streets. Recreational vehicles used for temporary occupancy may be parked on a city street not to exceed 72 hours without a permit, providing the following requirements are met:
 - i. The recreational vehicle must be lawfully parked and have the consent of the occupants of an adjacent sponsoring residence. The vehicle shall be lawfully parked and not hinder the free flow of traffic.
 - ii. All garbage or debris shall be removed from the vehicle and properly disposed of on a daily basis. No water or wastewater discharge from the vehicle shall be allowed. Occupants must comply with all other city ordinances.
 - iii. No electrical, water or sewer connections shall be allowed to span across any sidewalk or city right of way.
- B. Private Property. Persons desiring to park a recreational vehicle on private property for the purpose of temporary occupancy shall obtain a permit from the City. The recreational vehicle owner and landowner shall sign the permit application. A permit fee of \$20.00 shall be assessed at the time of application. The permit must be posted on the recreational vehicle so that it is clearly visible from the public right of way.

- i. The permit shall be limited to fourteen (14) consecutive days unless an extension is applied for and granted by the City. Permitted camping shall not exceed 90 days in a calendar year.
- ii. No portion of the recreational vehicle may encroach upon city property or right of way.
- iii. The recreational vehicle shall not be parked in the front portion of the property adjacent to the street.
- iv. All garbage or debris shall be removed from the vehicle and properly disposed of on a daily basis. Wastewater must be contained in the vehicle's storage tanks until it can be disposed of offsite at an appropriate disposal facility. Occupants must comply with all other city ordinances.
- v. The city may revoke the permit, without notice, at any time it is determined reasonable cause exists that any violation of city ordinance or the permit terms has occurred.

Passed and approved on the first reading, such date being February 1, 2021.

Passed and approved on the second reading, such date being February 16, 2021, and effective thirty (30) days thereafter.

Patty Turk
Chair of the Commission

Attest:

City Clerk

Ordinance No. 1768

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 PART 2 OF THE LEWISTOWN CITY CODE PERTAINING TO RESTRICTIONS FOR PARKING ON BOULEVARDS

BE IT ORDAINED by the City Commission of the City of Lewistown, Montana, that Title 10, Chapter 4, Part 2 of the Lewistown City Code pertaining to the parking restrictions be, and hereby is, amended to read as follows:

- (A) No person shall park any vehicle, motor vehicle, recreational vehicle, or trailer upon any street, roadway or thoroughfare or on and in any other public place for the principal purpose of:
 - 1. Displaying such vehicle or motor vehicle or trailer for sale;
 - 2. Greasing or repairing such vehicle except repairs necessitated by an emergency.
- (B) No person shall stop, stand or park a vehicle upon a street in such a manner or under such conditions as to leave available less than ten feet (10') of the width of the roadway for free movement of vehicular traffic at all times.
- (C) No person shall stop, stand or park a vehicle within an alley for a period longer than is necessary for reasonable expeditious loading or unloading of such vehicle.
- (D) No person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway or entrance to any abutting property, or in such a manner or under such conditions as to leave available less than ten feet (10') of the width of the roadway for the free movement of vehicular traffic. (Ord. 1544, 3-3-1986)
- (E) No person shall stop, stand or park any recreational vehicles, boat trailers, travel trailers or campers on city streets in residentially zoned areas

except between the dates of April 1 and November 1, unless otherwise prohibited.

(F) No person shall stop, stand or park snowmobile trailers on city streets in residentially zoned areas except between the dates of November 1 and April 1, unless otherwise prohibited.

(G) There shall be no parking on any grassy or landscaped median lying in the middle of a city street. No person shall stop, stand or park any vehicle on that portion of a city street between the traveled road surface and private property line except for cases involving hardship or to allow city snow removal occurring between the dates of November 1 and April 1, unless such parking is otherwise prohibited.

Passed and approved on the first reading, such date being February 1, 2021.

Passed and approved on the second reading, such date being February 16, 2021 and effective thirty (30) days thereafter.

Patty Turk
Chair of the Commission

Attest:

City Clerk

RESOLUTION NO. 4043

A RESOLUTION ADOPTING FEES AND CHARGES FOR THE LEWISTOWN CITY CEMETERY

WHEREAS, Lewistown City Ordinance No. 1784 provides that fees for the purchase and assignment of cemetery lots, opening and closing of graves, perpetual care, and setting of headstones, shall be set by Resolution of the Lewistown City Commission.

WHEREAS, Lewistown City Resolution No. 4022, adopted the fees and charges for the Lewistown City Cemetery. That, unless otherwise modified by the City Commission, fees would be reviewed in January each year and adjusted fees, by the amount of the consumer price index annual percent change for the previous year. The amount of increase for each fee category shall be rounded up to the nearest \$5.00 increment.

NOW THEREFORE BE IT RESOLVED, that the following City Cemetery fees and charges shall apply, **effective February 2, 2021**:

LEWISTOWN CITY CEMETERY LOTS	
Single, City Resident	\$650.00/\$665
Single, Nonresident	\$750.00/\$765
Infant lot (12 months of age or younger in Baby land)	\$150.00/\$155
Cremains Lot, Resident 4' X 3' (1 Vault per lot)	\$265.00/\$270
Cremains Lot, Nonresident 4' x 3' (1 Vault per lot)	\$350.00/\$355
Perpetual care fee per lot for Nonresident	\$100.00/\$105
OPENING AND CLOSING (PER LOT)	
Weekday Body Burial:	
City resident	\$600.00/\$615
Nonresident	\$650.00/\$665
Infant lots	\$225.00/\$230
Weekday Cremains:	
Maximum of (3 per regular lot)	
City Resident	\$350.00/\$360
Nonresident	\$450.00/\$460

WEEKENDS AND HOLIDAYS	
Body Burials	\$750.00/\$785
Infants Burial	\$225.00/\$230
Cremains	
City resident	\$450.00/\$460
Nonresident	\$525.00/\$535
SET UP AND TEAR DOWN FEE	
	\$150.00/\$155
SHEPARD HOOK INSTALLATION	
	\$25.00/\$25
CALVARY CEMTERY:	
Weekdays	\$675.00/\$690
Weekends and Holidays	\$825.00/\$840
SETTING OF GRAVESTONES	
Monuments (2' x 1' or smaller)	\$100.00/\$105
Monuments (2' x 1' or larger)	\$200.00/\$205

BE IT FURTHER RESOLVED, that, unless otherwise modified by the City Commission, the above fees shall be adjusted on January 31, 2022, by the amount of the consumer price index annual percent change for the previous year as certified at:

<http://www.usinflationcalculator.com/inflation/consumer-price-index-and-annual-percent-changes-from-1913-to-2008/>.

The amount of increase for each fee category shall be rounded up to the nearest \$5.00 increment.

BE IT FURTHER RESOLVED that a copy of each year's prospective fee adjustments shall be presented to the City Commission each January.

PASSED AND APPROVED this 1st day of February, 2021.

Patty Turk, Chair
Lewistown City Commission

Attest:

Nikki Brummond
City Financial Officer/Clerk

RESOLUTION NO. 4044

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEWISTOWN (the Borrower) AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the Bonds determined in accordance with the provisions of Section 3.03 of the Indenture.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act shall mean Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

Bonds shall mean the Bonds issued by the Board pursuant to the Indenture to finance the Program.

Borrower shall mean the Borrower above named.

Indenture shall mean that certain Indenture of Trust dated March 1, 1991 by and between the Board and the Trustee pursuant to which the Bonds are to be issued and all supplemental indentures thereto.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 2.50% per annum through February 15, 2021 and thereafter a rate equal to the Adjusted Interest Rate on the Bonds and up to 1.50% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell Bonds and use the proceeds to make loans to participating Eligible Government Units.

Project shall mean those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Security Instrument means a security agreement in substantially the form set forth, and, a Uniform Commercial Code financing statement, in a form acceptable to the Board and the Trustee granting a security interest in, or a lien on, the property constituting the Project or other real or personal properties added to or substituted therefor.

Trustee shall mean U. S. Bank National Association (formerly known as First Trust Company of Montana National Association) and its successors.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Indenture and the Board Act, the Board has issued and sold the Bonds and deposited a part of proceeds thereof in the Loan Fund held by the Trustee. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$111,585.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

ARTICLE II

THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$111,585.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 2.50% per annum through February 15, 2021 and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments may be made by check or wire transfer to the Trustee at its principal corporate trust office.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within fifteen days following an Adjustment Date, the Trustee shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments, and prepare and mail by first class mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Trustee a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board or Trustee may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. [The repayment of the Loan shall be secured by a security interest in the Project being financed.] The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitation Act. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-402, et. seq. (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of the Property Tax Limitation Act.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

ARTICLE III
CERTIFICATIONS, EXECUTION AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Bonds, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement, the Note, the Security Agreement and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, Note, Security Agreement and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by the City Commission this 1st day of February, 2021.

Patty Turk, Chairman of the Commission

ATTEST:

Nikki Brummond, City Clerk