

COMMITTEE OF THE WHOLE

JULY 6, 2021

6:00 PM

1. Expenditures 2021-2022

**NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION,
CITY OF LEWISTOWN, JULY 6, 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 – June 21, 2021

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 June 18, 2021 to June 30, 2021 for a total of \$122,656.62

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

1. Discussion and action on approving Resolution No. 4055, a resolution approving an application from Lewistown Public Schools – Lincoln Building for TIF funds made to the Lewistown Tax Increment Financing District Board (**Action: approve, disapprove or amend Resolution No. 4055**) City Manager Holly Phelps
2. Discussion and action on approving Resolution No. 4056, a resolution approving an application from Montana Concrete Carvers for TIF funds made to the Lewistown Tax Increment Financing District Board (**Action: approve, disapprove or amend Resolution No. 4056**) 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. 4055

A RESOLUTION APPROVING AN APPLICATION FROM LEWISTOWN PUBLIC SCHOOLS – LINCOLN BUILDING FOR TIF FUNDS MADE TO 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 approves the following applications for TIF District Program Funds as recommended by the TIF Board:

1. Lewistown Public Schools – Lincoln Building, applicant; for sidewalk removal and replacement, along three sides of the building - the Janeaux side, 6th Ave S side and Watson Street side of the property located at 215 7th Ave S. for a grant up to \$40,000.

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 6th day of July 2021.

Patty Turk, Chairperson
Lewistown City Commission

Attest:

Nikki Brummond
City Financial Officer/Clerk

Lewistown TIF District Program Application

Project Name: LPS Sidewalk Renovation Date Submitted: 05/09/21

APPLICANT INFORMATION

1. Name: Lewistown Public Schools - Lincoln Building
2. Address: 215 7th Avenue South
3. City/ST/Zip: Lewistown, MT 59457
4. Telephone Number(s): (406) 535-0000

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:
215 7th Avenue South Lewistown, MT 59457
2. Legal Description:
Morase ADD Lewistown, S15 N, R18 E, BLOCK 002, LOT 001-012, STAFFORD ORIG BLOCK 019 Lots 001-002 (Lincoln Bsdhool)

3. **Property Owner:** (If property is not owned by Applicant, list leasehold interests)
Name of Owner(s): Lewistown Public Schools
Address: 215 7th Avenue South
Telephone Number(s): 535-8777
E-Mail: thom.peck@lewistown.k12.mt.us

4. **Project Architectural Firm:** Century Companies, Inc.
Address: PO Box 579 Lewistown, MT 59457
Telephone Number: 535-1200
E-Mail: _____

5. **Project Financial Lending Institution:** _____
Address: _____
Telephone Number: -
E-Mail: _____

6. **Project Contractor:** Century Companies, Inc.
Address: PO Box 579, Lewistown, MT 59457
Telephone Number: 535-1200
E-Mail: _____

7. **Existing/Proposed Business:** _____

Business Description:

LPS is asking for 100% funding from the TIF. If we do not get full funding, then LPS has already put this out to bid as mandated by School Finance Laws. Century Companies was awarded the bid and they are a local company which was very important to us. If we do not get full funding then we will supplement the project from our Building Reserve fund.

8. **Description of Project:** Please provide a full written description of your project, including type of use, square footage, number of stories, number of parking spaces, general building materials, etc., **making sure to address the particular program design criteria described in the applicable program narrative under which your project falls.** Please indicate if the items are existing or new construction.

Attached are descriptions from Century but a short description is to remove and renovate the sidewalks on three sides of the Lincoln Building - allong 6th Avenue South, along Janeaux Street, and along Watson Street. In addition, we would like to remove an existing retaining wall and place a new inlet and pipe to help our drainage east of the Lincoln Building.

9. **Project Renderings:** Submit design schematic and/or site and landscaping plans for project.
10. **Total Cost of the Project:** Summarize a full breakdown of costs on the Project Cost Worksheet (Page 7)
11. **Property Ownership:** Do you own the property or are you currently purchasing it? We own the property
12. **Job Creation:** Will there be any new permanent or part time jobs as a result of this project excluding construction jobs associated with the development of the project? If so, how many? No
13. **Project Financing:** Briefly describe how the project will be financed:
We are asking for full funding but if we do not get full funding, we will supplement any TIF funding with our Building Reserve Fund to complete the project.

14. **Project Completion:** What is the expected completion date of the project?

10/31/20

15. **Property Taxes:** How much are the annual property taxes including any improvements? \$ 0.00

Are the taxes current? yest

Have you applied for tax abatement? NA

Do you intend to apply for tax abatement?

NA

Has tax abatement been awarded on the property prior to your ownership?

NA

16. The City reserves the right to recapture up to 100% of funds awarded by the TIF if the property is sold within 5 years. See Schedule below for payback schedule:

- i. Year 1 – 80%
- ii. Year 2 – 60%
- iii. Year 3 – 40%
- iv. Year 4 – 20%
- v. Year 5 and beyond – 0%

PROJECT COST WORKSHEET

Construction/Rehabilitation Costs

1.	Along 6th Avenue S.	\$ 34,300.00
2.	Along Janeux Street	\$ 65,800.00
3.	Lincoln Building East Stairway	\$ 15,000.00
4.	Along Watson Street	\$ 32,600.00
5.		\$ 0.00
6.		\$ 0.00
7.		\$ 0.00
8.		\$ 0.00
Subtotal		\$ 147,700.00

Design and Permitting Costs

Architectural Design/Supervision	\$ 0.00
Permit Fees	\$ 0.00
Other Fees	\$ 0.00
Subtotal	\$ 0.00

Total Project Development Costs

\$ 147,700.00

PROJECT FINANCING WORKSHEET

Lender Commitments: (Attach Letters of Credit or Lender Commitment Letters.)

Lender	Loan Amount	Interest	Term	Payment
_____	<u>\$ 0.00</u>	<u>0.00</u> %	<u>0</u> yrs	<u>\$ 0.00</u> /MO
_____	<u>\$ 0.00</u>	<u>0.00</u> %	<u>0</u> yrs	<u>\$ 0.00</u> /MO
Total Lender Commitments				<u>\$ 0.00</u>

Developer Investment:

Total Developer Investment \$ 147,700.00

LTD Request for Eligible Items (from page 8)

Total LTD Request \$ 0.00

TOTAL PROJECT FINANCING \$ 147,700.00

Additional Developer Investment in Property and Improvements

Cash Invested in Improvements in Last 5 Years \$ 0.00

Land & Building if purchased in Last 5 Years \$ 0.00

Other (Specify) _____ \$ 0.00

Total Developer Additional Investment \$ 0.00

Century Companies, Inc.
PO Box 579
Lewistown, MT 59457



Ph. (406) 535-1200
Fax (406) 535-1206

PROPOSAL

Proposal Submitted To <i>Lewistown Public Schools</i>		Phone <i>406-535-8777</i>	Date <i>3/23/2021</i>
Street <i>215 7th Ave S</i>		Job name <i>Lincoln School - East Stairway Drainage Improvments</i>	
City, State, and Zip Code <i>Lewistown, MT 59457</i>		Job Location <i>East of School</i>	
Proposal # <i>21JJS013AP.1</i>	Date of Plans	Contact Person <i>Jason Fry jason.fry@lewistown.k12.mt.us</i>	

We hereby submit specifications and estimates for:

To be done on Century Company's Schedule

Option #1: Place Concrete Valley Gutter Along South Side of Stairs

Includes Prep of Area. Remove section of existing retaining wall. Place approximately 3' x 22' valley gutter from top of stairs to bottom of landing.

Price: \$6400.00

Option #2: Place New Inlet and Pipe

Includes New Inlet SW corner of stairs. Tie new pipe into inlet and run pipe to north side of stairs and daylight at bottom of stairs. Remove and replace concrete at top of stairs to match existing stair grades and get rid of existing tripping hazard.

See Attached Drawing for Details.

Price: \$15,000.00

Excludes:

All Permits
Watering of reseeded areas
Utility relocates

We hereby propose to furnish material and labor -- complete in accordance with above specifications, for the sum of:

See Above

dollars

See Above

Payment to be made as follows:

Payment to be secured prior to beginning work.

Authorized Signature

Name/Title *Jonathan Skillman*

Note: This offer may be withdrawn by us if not accepted within

15

days. Date

3/23/2021

Terms & Conditions

1. The Scope of Work shall include only the work set forth in this "Proposal". Which is expressly incorporated and will be made part of the Contract Documents between the Owner and Century Companies, Inc.
2. If there should be a conflict between any Contract Documents and this proposal, this proposal shall govern.
3. Century Companies, Inc. is entitled to rely on the sufficiency, accuracy and completeness of any plans and specifications provided to Century by Architect and/or Owner, and Owner expressly warrants the same to Century.
4. Century Companies, Inc. shall not be liable for erecting Project safety barriers and or traffic control unless expressly and specifically agreed to be part of the Proposed work.
5. Century Companies, Inc. warranty shall commence on the date of Substantial Completion of the Proposed work.
6. Century Companies, Inc. shall be provided, upon written request, with the legal description of the property, the name, address and representative of the Owner, and evidence of adequate Owner project financing. The owner shall promptly notify Century Companies, Inc. of material changes in the property's owner or financial arrangements. Century Companies, Inc. shall not be obligated to commence or continue Proposed Work unless adequate assurance of payment is received.

7. Century Companies, Inc. shall be entitled to adjustments in the contract time or price for changes in the work.
8. Under no circumstances does Century Companies, Inc. waive its right to payment for extra work performed by Century Companies, Inc. pursuant to instructions from the Architect or Owner.
8. Final payment, including release of retainage, shall be due within 30 days after substantial completion of Century Companies, Inc.'s Proposed Work.
9. No Proposed Work Will be performed until a mutually agreeable contract and payment terms have been executed by both parties.
10. Unless otherwise specifically described in the Specifications above, Century Companies, Inc. reserves the exclusive right to schedule any work covered by this proposal, including but not limited to, rescheduling or cancellation whenever in the opinion of the management of Century, it is in the company's best interest to do so.
11. All quantities or Proposed Work are estimated, Owner to pay for all quantities placed on project unless this is described above as a fixed-fee proposal.

Acceptance of Proposal -- The above prices, conditions and terms, along with those contained in the Standard Construction Agreement (SCA) attached hereto, are accepted as presented. Century Companies, Inc. is authorized to do the work as specified. This Proposal alone is not a complete legal document, agreement. It must be accompanied by the Century Companies Inc. Standard Construction Agreement (SCA). Payment will be made as outlined herein.

Signature _____	Title _____
Print Name _____	Date of Acceptance _____
<i>Acceptance signatures required on both Proposal and attached Standard Construction Agreement (SCA).</i>	



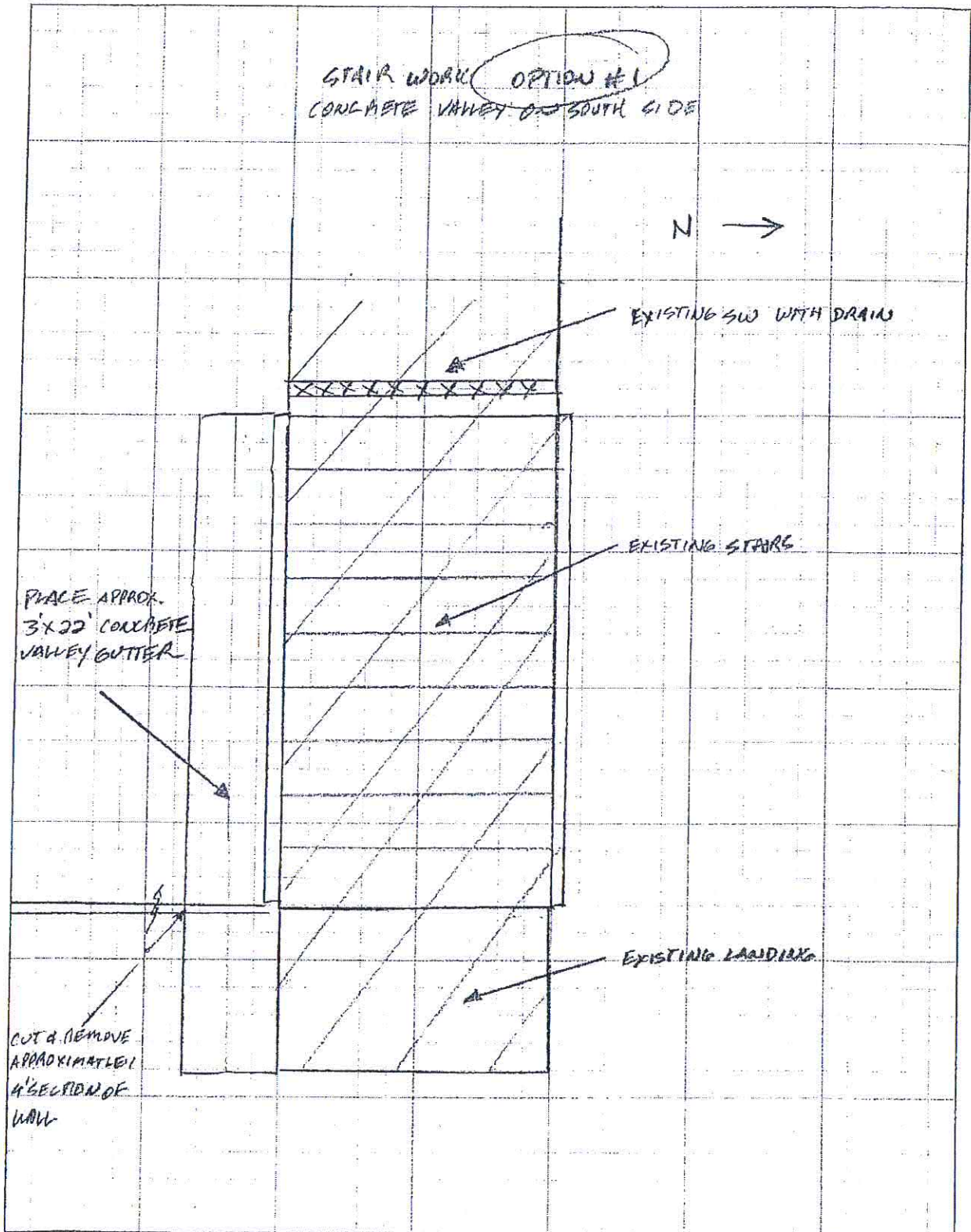
CENTURY COMPANIES, INC.
406-535-1200
406-535-1206 FAX
510 1ST AVE. N. • PO BOX 579
LEWISTOWN, MT 59457

PROJECT NOTES / TAKE-OFF / RECORD OF CONVERSATION

PROJECT LINCOLN SCHOOL STAIRS
OPTION #1 VALLEY CUTTER

DATE _____ TIME _____
SPOKE WITH JASON FRY
COMPANY _____

SHEET # _____ OF _____ SCALE NOT TO SCALE PHONE # _____





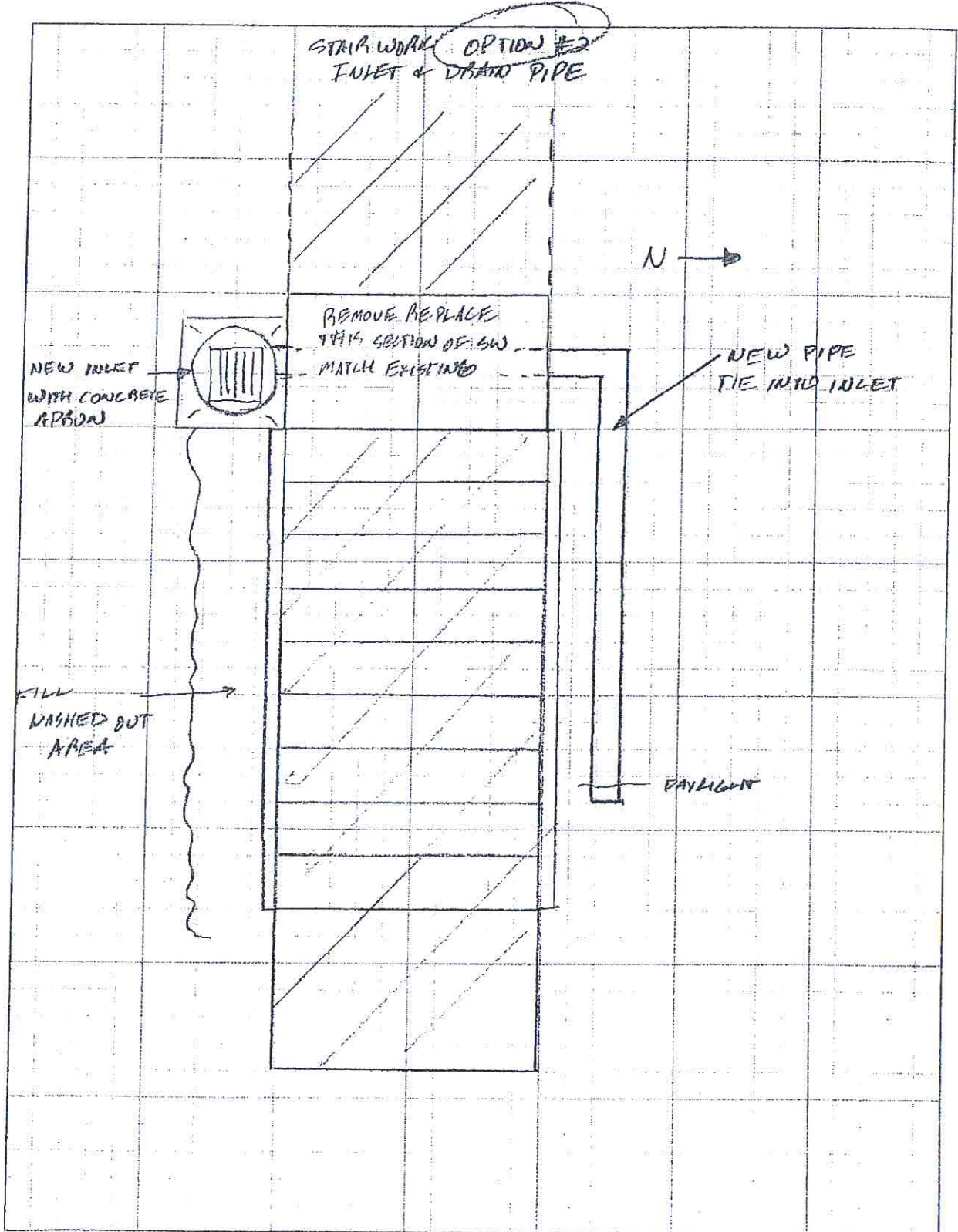
CENTURY COMPANIES, INC.
406-535-1200
406-535-1206 FAX
510 1ST AVE. N. • PO BOX 579
LEWISTOWN, MT 59457

PROJECT NOTES / TAKE-OFF / RECORD OF CONVERSATION

PROJECT LEWISTOWN SCHOOL STAIRS
OPTION #2 INLET AND PIPE

DATE _____ TIME _____
SPOKE WITH JASON EBY
COMPANY _____
PHONE # _____

SHEET # _____ OF _____ SCALE _____



Century Companies, Inc.
PO Box 579
Lewistown, MT 59457



Ph. (406) 535-1200
Fax (406) 535-1206

PROPOSAL

Proposal Submitted To <i>Lewistown Public Schools</i>		Phone <i>406-535-8777</i>	Date <i>3/24/2021</i>
Street <i>215 7th Ave S</i>		Job name <i>Lincoln School - South Sidewalk</i>	
City, State, and Zip Code <i>Lewistown, MT 59457</i>		Job Location <i>Sidewalk South of School (Along Watson St.)</i>	
Proposal # <i>21JJS013AP.4</i>	Date of Plans	Contact Person <i>Jason Fry jason.fry@lewistown.k12.mt.us</i>	

We hereby submit specifications and estimates for:

To be done on Century Company's Schedule

Includes:

- Remove and Replace 6' x 340' Sidewalk South Side of Block.
- Remove and Replace ADA Ramp on SW Corner with radius curb and 2 detectable warning panels.
- Remove and Replace 7' x 12' Concrete Approach.
- Gravel base under all concrete
- Haul off and disposal of all spoils

See Attached Drawing for Details

Excludes:

- All Permits
- Asphalt Patching. (To be done by City)
- Reseeding of Grass Areas
- Utility relocates

We hereby propose to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Thirty Two Thousand Six Hundred and 00/100 dollars **\$** **32,600.00**

Payment to be made as follows: *[Signature]* Payment to be secured prior to beginning work.

Authorized Signature *[Signature]* Name/Title **Jonathan Skillman**

Note: This offer may be withdrawn by us if not accepted within **15** days. Date **3/24/2021**

Terms & Conditions

- The Scope of Work shall include only the work set forth in this "Proposal". Which is expressly incorporated and will be made part of the Contract Documents between the Owner and Century Companies, Inc.
- If there should be a conflict between any Contract Documents and this proposal, this proposal shall govern.
- Century Companies, Inc. is entitled to rely on the sufficiency, accuracy and completeness of any plans and specifications provided to Century by Architect and/or Owner, and Owner expressly warrants the same to Century.
- Century Companies, Inc. shall not be liable for erecting Project safety barriers and or traffic control unless expressly and specifically agreed to be part of the Proposed work.
- Century Companies, Inc. warranty shall commence on the date of Substantial Completion of the Proposed work.
- Century Companies, Inc. shall be provided, upon written request, with the legal description of the property, the name, address and representative of the Owner, and evidence of adequate Owner project financing. The owner shall promptly notify Century Companies, Inc. of material changes in the property's owner or financial arrangements. Century Companies, Inc. shall not be obligated to commence or continue Proposed Work unless adequate assurance of payment is received.

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9. Final payment, including release of retainage, shall be due within 30 days after substantial completion of Century Companies, Inc.'s. Proposed Work.
10. No Proposed Work Will be performed until a mutually agreeable contract and payment terms have been executed by both parties.
11. Unless otherwise specifically described in the Specifications above, Century Companies, Inc. reserves the exclusive right to schedule any work covered by this proposal, including but not limited to, rescheduling or cancellation whenever in the opinion of the management of Century, it is in the company's best interest to do so.
12. All quantities or Proposed Work are estimated, Owner to pay for all quantities placed on project unless this is described above as a fixed-fee proposal.

Acceptance of Proposal -- The above prices, conditions and terms, along with those contained in the Standard Construction Agreement (SCA) attached hereto, are accepted as presented. Century Companies, Inc. is authorized to do the work as specified. This Proposal alone is not a complete legal document. It must be accompanied by the Century Companies Inc. Standard Construction Agreement (SCA). Payment will be made as outlined herein.	
Signature _____	Title _____
Print Name _____	Date of Acceptance _____
<i>Acceptance signatures required on both Proposal and attached Standard Construction Agreement (SCA).</i>	

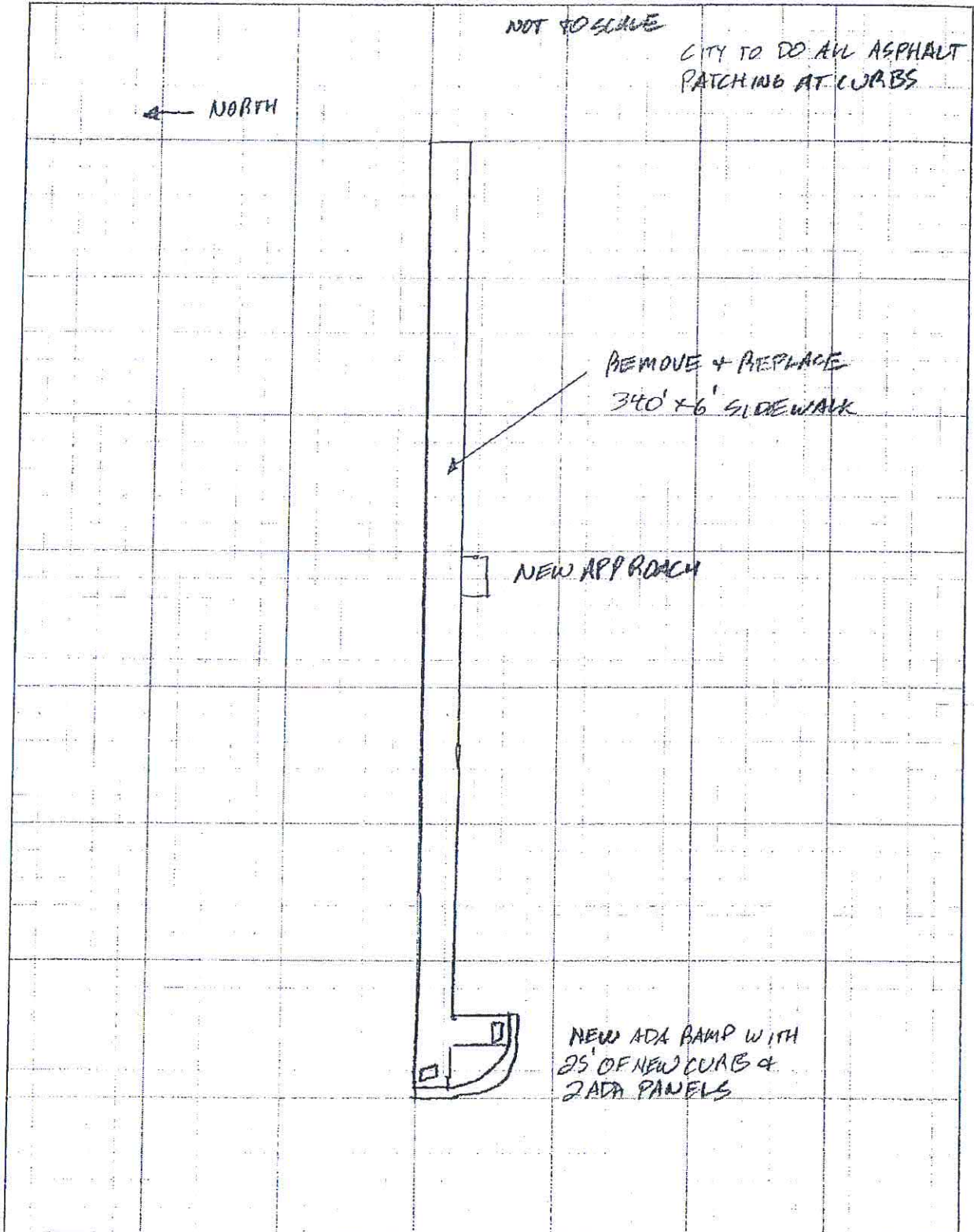


CENTURY COMPANIES, INC.
406-535-1200
406-535-1206 FAX
510 1ST AVE. N. • PO BOX 579
LEWISTOWN, MT 59457

PROJECT NOTES / TAKE-OFF / RECORD OF CONVERSATION

PROJECT MACCOW SCHOOL
SOUTHSIDE (WATSON)
SHEET # _____ OF _____ SCALE NTS

DATE _____ TIME _____
SPOKE WITH _____
COMPANY _____
PHONE # _____



Century Companies, Inc.
PO Box 579
Lewistown, MT 59457



Ph. (406) 535-1200
Fax (406) 535-1206

PROPOSAL

Proposal Submitted To <i>Lewistown Public Schools</i>		Phone <i>406-535-8777</i>	Date <i>3/24/2021</i>
Street <i>215 7th Ave S</i>		Job name <i>Lincoln School - North Sidewalk & Retaining Wall</i>	
City, State, and Zip Code <i>Lewistown, MT 59457</i>		Job Location <i>Sidewalk North of School (Along Janeaux St)</i>	
Proposal # <i>21JJS013AP.2</i>	Date of Plans	Contact Person <i>Jason Fry jason.fry@lewistown.k12.mt.us</i>	

We hereby submit specifications and estimates for:

To be done on Century Company's Schedule

Includes:

Remove and Replace 6' x 346' Sidewalk North Side of Block.
Raise grade of sidewalk to improve cross slope drainage.
Remove and Replace approximately 7'x19' concrete approach.
Remove and Replace 6' x 346' Sidewalk North Side of Block.
ADA ramps on both ends of block with 2 detectable warning panels and radius curbs.
Place 2 concrete valley gutters from roof drains to sidewalk. Place trench drains in sidewalk where the valley gutters meet.
Gravel base under all concrete
Haul off and disposal of all spoils
Price: \$41,260.00

Additive Option:

Remove and Replace 140' of retaining wall. (Can be done with Keystone type Block or Concrete)
Price: \$24,540.00

See Attached Drawing for Details

Excludes:

All Permits
Asphalt Patching. (To be done by City)
Reseeding of Grass Areas
Utility relocates

We hereby propose to furnish material and labor -- complete in accordance with above specifications, for the sum of:

See Above

dollars

See Above

Payment to be made as follows:

Payment to be secured prior to beginning work.

Authorized Signature

Name/Title *Jonathan Skillman*

Note: This offer may be withdrawn by us if not accepted within

15

days.

Date

3/24/2021

Terms & Conditions

1. The Scope of Work shall include only the work set forth in this "Proposal". Which is expressly incorporated and will be made part of the Contract Documents between the Owner and Century Companies, Inc.
2. If there should be a conflict between any Contract Documents and this proposal, this proposal shall govern.
3. Century Companies, Inc. is entitled to rely on the sufficiency, accuracy and completeness of any plans and specifications provided to Century by Architect and/or Owner, and Owner expressly warrants the same to Century.
4. Century Companies, Inc. shall not be liable for erecting Project safety barriers and or traffic control unless expressly and specifically agreed to be part of the Proposed work.
5. Century Companies, Inc. warranty shall commence on the date of Substantial Completion of the Proposed work.

6. Century Companies, Inc. shall be provided, upon written request, with the legal description of the property, the name, address and representative of the Owner, and evidence of adequate Owner project financing. The owner shall promptly notify Century Companies, Inc. of material changes in the property's owner or financial arrangements. Century Companies, Inc. shall not be obligated to commence or continue Proposed Work unless adequate assurance of payment is received.
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8. Under no circumstances does Century Companies, Inc. waive its right to payment for extra work performed by Century Companies, Inc. pursuant to instructions from the Architect or Owner.
8. Final payment, including release of retainage, shall be due within 30 days after substantial completion of Century Companies, Inc.'s Proposed Work.
9. No Proposed Work Will be performed until a mutually agreeable contract and payment terms have been executed by both parties.
10. Unless otherwise specifically described in the Specifications above, Century Companies, Inc. reserves the exclusive right to schedule any work covered by this proposal, including but not limited to, rescheduling or cancellation whenever in the opinion of the management of Century, it is in the company's best interest to do so.
11. All quantities of Proposed Work are estimated, Owner to pay for all quantities placed on project unless this is described above as a fixed-fee proposal.

Acceptance of Proposal -- The above prices, conditions and terms, along with those contained in the Standard Construction Agreement (SCA) attached hereto, are accepted as presented. Century Companies, Inc. is authorized to do the work as specified. This Proposal alone is not a complete legal document. It must be accompanied by the Century Companies Inc. Standard Construction Agreement (SCA). Payment will be made as outlined herein.

Signature _____	Title _____
Print Name _____	Date of Acceptance _____
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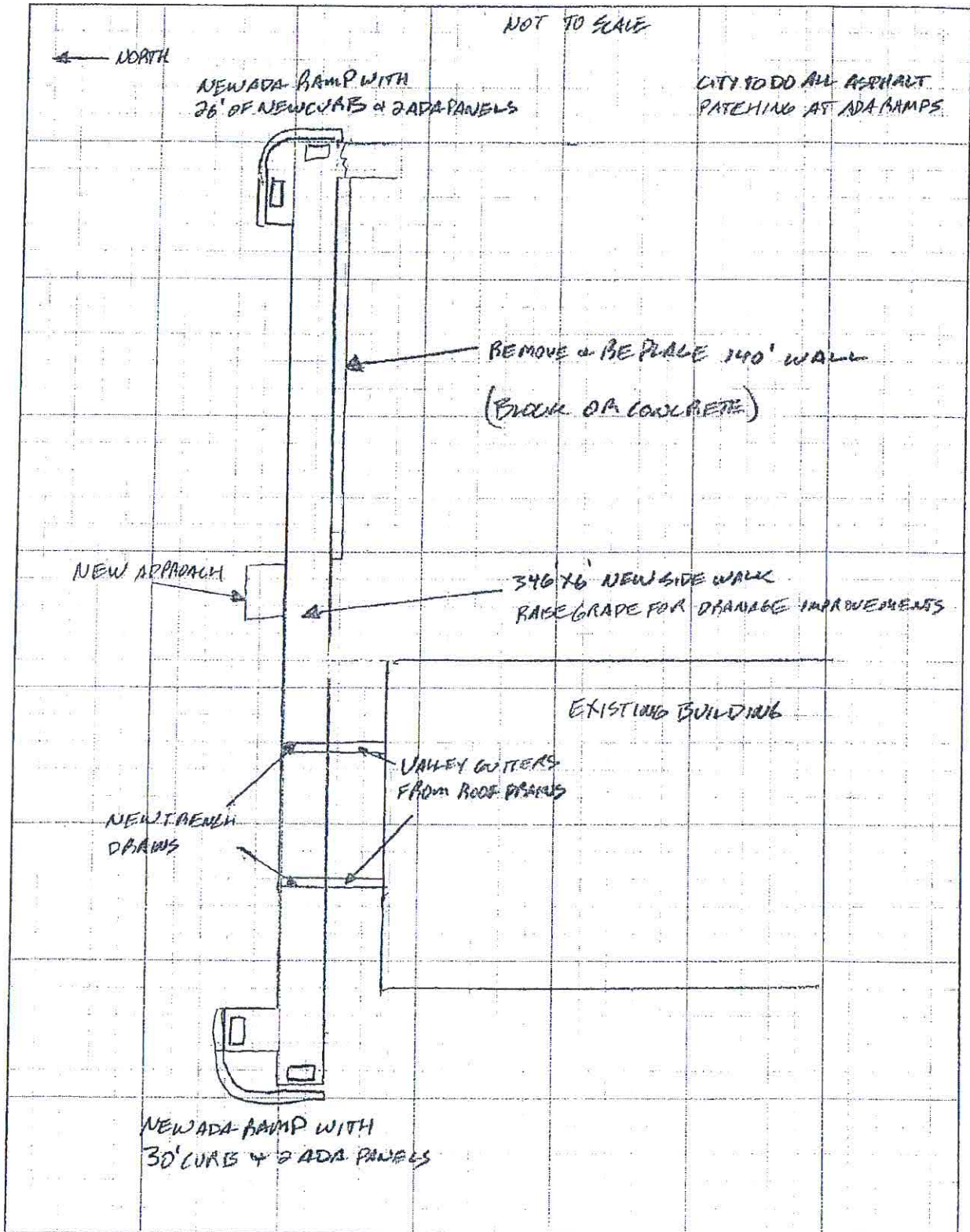


PROJECT NOTES / TAKE-OFF / RECORD OF CONVERSATION

PROJECT LINCOLN SCHOOL
NORTH SIDE (JANUARY)

DATE _____ TIME _____
SPOKE WITH _____
COMPANY _____
PHONE # _____

SHEET # _____ OF _____ SCALE NTS



Century Companies, Inc.
PO Box 579
Lewistown, MT 59457



Ph. (406) 535-1200
Fax (406) 535-1206

PROPOSAL

Proposal Submitted To <i>Lewistown Public Schools</i>		Phone <i>406-535-8777</i>	Date <i>3/24/2021</i>
Street <i>215 7th Ave S</i>		Job name <i>Lincoln School - East Sidewalk and Curb</i>	
City, State, and Zip Code <i>Lewistown, MT 59457</i>		Job Location <i>Sidewalk & Curb East of School (Along 6th Ave. South)</i>	
Proposal # <i>21JJS013AP.3</i>	Date of Plans	Contact Person <i>Jason Fry jason.fry@lewistown.k12.mt.us</i>	

We hereby submit specifications and estimates for:

To be done on Century Company's Schedule

Includes:

Remove and Replace 6.5' x 206' Sidewalk & Curb East Side of Block.
Remove and Replace ADA Ramp on SE Corner with radius curb and 2 detectable warning panels.
Gravel base under all concrete
Haul off and disposal of all spoils

See Attached Drawing for Details
Existing Fire Hydrant, Bollards and Retaining Wall to remain.

Excludes:

All Permits
Asphalt Patching. (To be done by City)
Reseeding of Grass Areas
Utility relocates

We hereby propose to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Thirty Four Thousand Three Hundred and 00/100 dollars \$ 34,300.00

Payment to be made as follows:

Payment to be secured prior to beginning work.

Authorized Signature

Name/Title *Jonathan Skillman*

Note: This offer may be withdrawn by us if not accepted within

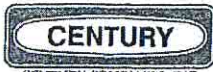
15 days. Date *3/24/2021*

Terms & Conditions

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10. Unless otherwise specifically described in the Specifications above, Century Companies, Inc. reserves the exclusive right to schedule any work covered by this proposal, including but not limited to, rescheduling or cancellation whenever in the opinion of the management of Century, it is in the company's best interest to do so.
11. All quantities or Proposed Work are estimated, Owner to pay for all quantities placed on project unless this is described above as a fixed-fee proposal.

Acceptance of Proposal -- The above prices, conditions and terms, along with those contained in the Standard Construction Agreement (SCA) attached hereto, are accepted as presented. Century Companies, Inc. is authorized to do the work as specified. This Proposal alone is not a complete legal document. It must be accompanied by the Century Companies Inc. Standard Construction Agreement (SCA). Payment will be made as outlined herein.	
Signature _____	Title _____
Print Name _____	Date of Acceptance _____
<i>Acceptance signatures required on both Proposal and attached Standard Construction Agreement (SCA).</i>	

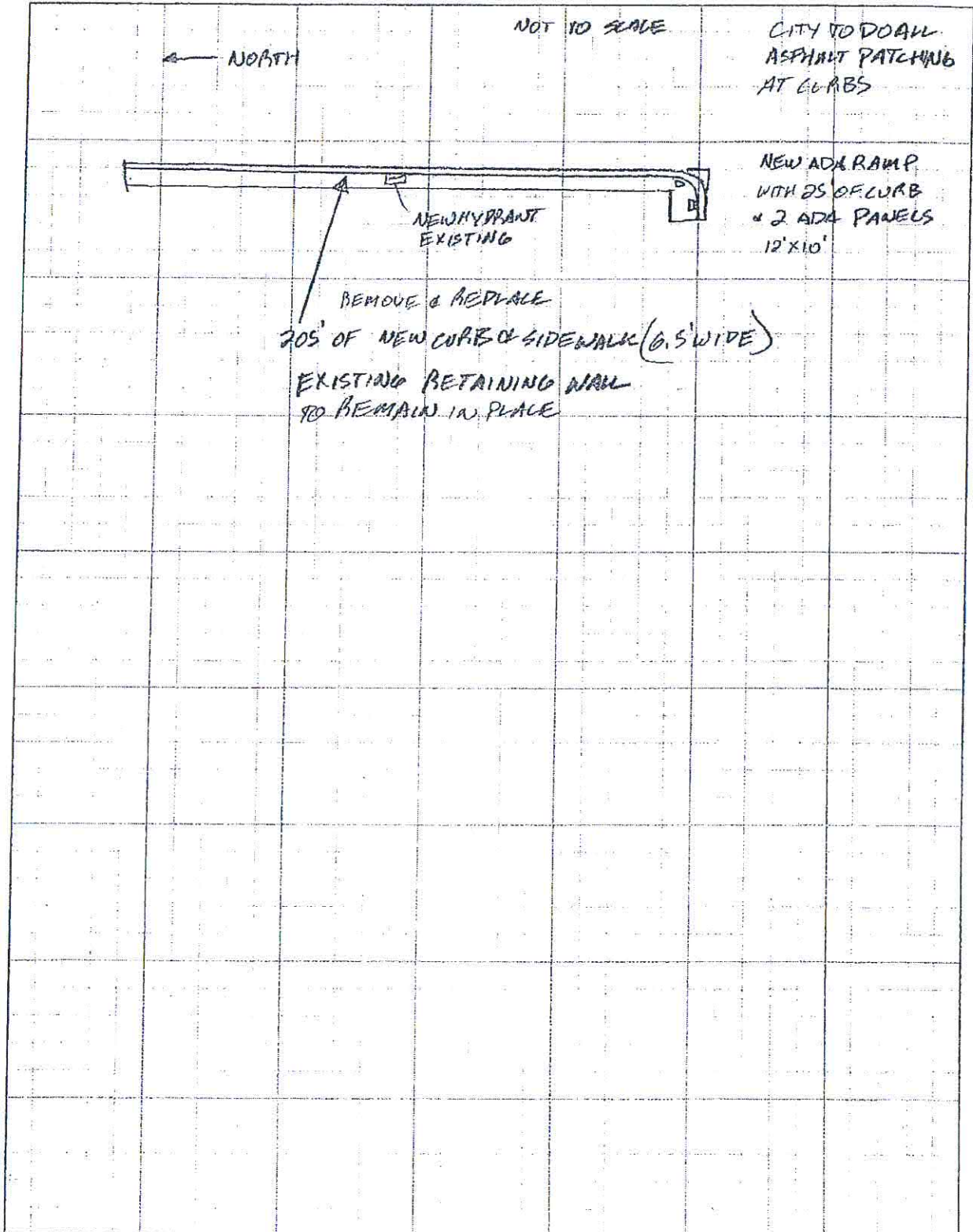


CENTURY COMPANIES, INC.
406-535-1200
406-535-1206 FAX
510 1ST AVE. N. • PO BOX 579
LEWISTOWN, MT 59457

PROJECT NOTES / TAKE-OFF / RECORD OF CONVERSATION

PROJECT LINCOLN SCHOOL
EAST SIDE (6TH AVE S)
SHEET # _____ OF _____ SCALE NTS

DATE _____ TIME _____
SPOKE WITH _____
COMPANY _____
PHONE # _____



RESOLUTION NO. 4056

A RESOLUTION APPROVING AN APPLICATION FROM MONTANA CONCRETE CARVERS FOR TIF FUNDS MADE TO 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 approves the following applications for TIF District Program Funds as recommended by the TIF Board:

1. Montana Concrete Carvers, applicant; for installing new water, sewer and fire lines for the property located at 109 4th Ave S for a grant up to \$10,000.

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 6th day of July 2021.

Patty Turk, Chairperson
Lewistown City Commission

Attest:

Nikki Brummond
City Financial Officer/Clerk

Lewistown TIF District Program Application

Project Name: 109 4th Ave Building Date Submitted: 6/20/2021

APPLICANT INFORMATION

1. Name: Pete & Abby Franks
2. Address: PO Box 781
3. City/ST/Zip: Lewistown MT 59457
4. Telephone Number(s): (406) 239.5451 (Pete) (406) 366.3919 (Abby)

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: 109 4th Ave S, Lewistown, MT 59457
2. Legal Description: Tract of land 30 ft wide across rear end of Lots 5 & 6 in block D-13 of the original townsite of Lewistown. 30 ft. frontage on Fourth Ave & extending back 100 ft along alley of Lots 5 & 6. 30 ft wide
3. Property Owner: (If property is not owned by Applicant, list leasehold interests) 100 ft. long
Name of Owner(s): Pete Franks
Address: _____
Telephone Number(s): _____
E-Mail: _____

4. Project Architectural Firm: NA

Address: _____

Telephone Number: _____

E-Mail: _____

5. Project Financial Lending Institution: NA

Address: _____

Telephone Number: _____

E-Mail: _____

6. Project Contractor: SELF - Pete Franks

Address: PO Box 781, Lewistown, MT 59457

Telephone Number: 406.366.3919

E-Mail: pfranks.biggameoutfitter@gmail.com

7. Existing/Proposed Business: Montana Concrete Carvers.

Business Description: Montana Concrete Carvers does.
Residential & Commercial Construction

The 109 4th Ave building will serve as a shop & showroom on the main floor.

The upper level has a long term plan to be renovated for rental space; most likely apartments/ offices.

8. **Description of Project:** Please provide a full written description of your project, including type of use, square footage, number of stories, number of parking spaces, general building materials, etc., **making sure to address the particular program design criteria described in the applicable program narrative under which your project falls.** Please indicate if the items are existing or new construction.

attached

9. **Project Renderings:** Submit design schematic and/or site and landscaping plans for project.

NA

10. **Total Cost of the Project:** Summarize a full breakdown of costs on the Project Cost Worksheet (Page 7) *\$50,000 / see attached.*

11. **Property Ownership:** Do you own the property or are you currently purchasing it? *We own the property.*

12. **Job Creation:** Will there be any new permanent or part time jobs as a result of this project excluding construction jobs associated with the development of the project? If so, how many? *Staffing of retail store in future.*

13. **Project Financing:** Briefly describe how the project will be financed:

It will be personally financed.

14. **Project Completion:** What is the expected completion date of the project?

December 1, 2021

15. **Property Taxes:** How much are the annual property taxes including any improvements? \$ 926.53

Are the taxes current? yes

Have you applied for tax abatement? No

Do you intend to apply for tax abatement?

No

Has tax abatement been awarded on the property prior to your ownership?

Not to our knowledge

16. The City reserves the right to recapture up to 100% of funds awarded by the TIF if the property is sold within 5 years. See Schedule below for payback schedule:

- i. Year 1 – 80%
- ii. Year 2 – 60%
- iii. Year 3 – 40%
- iv. Year 4 – 20%
- v. Year 5 and beyond – 0%

PROJECT COST WORKSHEET

Construction/Rehabilitation Costs

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____
7.	_____	\$ _____
8.	_____	\$ _____
Subtotal		\$ <u>50,000</u>

See attached.

Design and Permitting Costs

Architectural Design/Supervision	\$ _____
Permit Fees	\$ _____
Other Fees <i>City costs</i> →	\$ <u>\$2500 (Tap Fees)</u>
Subtotal	\$ _____

Total Project Development Costs \$ 52,500

This project includes:

- The upgrade of the current $\frac{3}{4}$ " domestic water line to a 1" domestic water line
- Installation of a 4" fire suppression line
- Upgrade of sewer utilities

Currently One Health is under construction to excavate and pave the rear parking lot & alley way of the Main Street 4th Ave South Block. This gives great opportunity to all 4th Ave S building owners to upgrade current utilities while the alley is exposed.

Our building gives future opportunity and our long term plan is to create retail/showroom space on the main level while the upstairs would become rental office or apartment spaces. It could house up to 6 single occupancy apartments/offices.

These upgrades are essential in reaching that long term goal.