

COMMITTEE OF THE WHOLE

FEBRUARY 7, 2022

6:00 P.M.

1. Discussion on the Commissioner Training by the Local Government Center
2. Review of Commissioner goals and priorities
3. Review of the importance and need for raising Water and Sewer rates

**NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION,
CITY OF LEWISTOWN, FEBRUARY 7, 2022 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 18, 2022

COURTESIES

PROCLAMATIONS – Arbor Day

BOARD AND COMMISSION REPORTS

CITY MANAGER REPORT

PUBLIC COMMENT – non agenda items

CONSENT AGENDA

Acknowledgment of the claims that have been paid from January 14, 2022 to January 31, 2022 for a total of \$66,034.98

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

1. Public hearing to hear comments on Crowley Flats, a low income rental housing project located on the two upper floors of 311 W Main.
2. Discussion and action on approving the Interlocal Agreement establishing a City County Health Board (**Action: approve, disapprove or amend approving Interlocal agreement**) City Manager Holly Phelps
3. Discussion and action on approving the 2020-2021 School District No. 1 Agreement (**Action: approve, disapprove or amend the 2020-2021 School District No. 1 Agreement**) City Manager Holly Phelps
4. Discussion and action on approving an amendment to the City County Attorney agreement with regards to funding health insurance for the City Attorney (**Action: approve, disapprove or amend approving an amendment to the City County Attorney agreement**) City Manager Holly Phelps
5. Discussion and action on advertising for request for proposals for the development of the Berg Lumber property and authorizing the City Manager to move forward (**Action: approve, disapprove or amend advertising for request for proposals**) 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

Notice of Public Hearing

Crowley Flats, LLLP a Montana limited liability limited partnership, in partnership with Homeword, Inc, a Montana nonprofit corporation, specializing in preservation and development of homes people can afford, hereby notifies all interested persons of Lewistown, Montana, that we are developing and constructing the following income and rent-restricted multifamily rental homes that people can afford to rent located at the following address in Lewistown, Montana:

<u>Project Name</u>	<u>Address</u>	<u>Number of units</u>
Crowley Flats	311 West Main Street, Lewistown, MT (upper two floors)	Sixteen (16)

There will be an opportunity to comment on whether this low-income rental housing project meets a community housing need at a Public Hearing conducted by the Lewistown City Commission on February 7, 2022 at 7 pm at Central Montana Community Center Council on Aging located at 307 W Watson. The Lewistown City Commission will be broadcasting the meeting via zoom. You can also attend the meeting by phone. The Lewistown City Commission meeting login and call-in information is provided below:

- Zoom Meeting ID: 848 627 5925
- Password: 59457
- Attend by Phone: (253) 215-8782
-

You are encouraged to attend and comment.

DO NOT PUBLISH BELOW THIS LINE:

Run advertisement twice, with an interval of at least 14 days between publication dates

Publication dates: January 15, 2022 and February 3, 2022

Please provide copies of the affidavit of publication to Homeword, Inc. to julie@homeword.org

INTERLOCAL AGREEMENT ESTABLISHING A CITY-COUNTY HEALTH BOARD

PURPOSE

The purpose of this Interlocal Agreement is to establish a City-County Board of Health pursuant to Montana Code Annotated § 50-2-106 (2021) and Title 7, Chapter 11, Part 1.

RECITALS

WHEREAS, MCA § 7-11-102 permits local government units to enter interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, MCA § 50-2-106 authorizes a city and a county to form a city-county board of health by mutual agreement, and

WHEREAS, such city-county board of health shall consist of at least five (5) persons appointed to staggered terms of three (3) years each (§ 50-2-106(3)); and

WHEREAS, the city and county each may appoint one (1) member who serves at the appointing body's pleasure, and

WHEREAS, the city and county must mutually agree upon the remaining three (3) or more members who, once appointed, serve at the pleasure of the appointing body; and

WHEREAS, MCA § 50-2-111(1) authorizes a city-county board of health to be funded with appropriations from the city's and county's general funds; and

WHEREAS, MCA § 50-2-115 directs that the county attorney shall serve as legal advisor to city-county boards of health,

AGREEMENT

NOW, THEREFORE, BE IT RESOLVED that the City of Lewistown and the County of Fergus agree to enter this interlocal agreement establishing the City-County Board of Health pursuant to MCA § 50-2-106 and Title 7, Chapter 11, Part 1, as follows:

1. The duration of the agreement shall be five (5) years. (MCA § 7-11-105(1)(a)).

2. This agreement does not establish a separate legal entity. (MCA § 7-11-105(1)(b)).
3. The purpose of this agreement is to provide to the citizens of Lewistown and Fergus County all public health services required and contemplated by MCA Title 50, Chapter 2, Part 1. (MCA § 7-11-105(1)(c)).
4. The City-County Board of Health shall be financed via appropriations from the general funds of the City and the County. (MCA § 7-11-105(1)(d)). The appropriations shall be deposited annually in the account of Fergus County's health department.
5. This agreement may be terminated by either party upon providing ninety (90) days notice to the other party. (MCA § 7-11-105(1)(e)). Property disposal and pro rata division of any unearned proceeds and unpaid invoices shall be determined using both parties' best efforts under the implied covenants of good faith and fair dealing.
6. At least five (5) members shall be appointed to the City-County Board of Health as required and permitted by statute. The Board shall make recommendations to the City of Lewistown and to Fergus County regarding administration of any undertaking and/or acquisition, holding, or disposal of real and personal property as a result of this agreement. (MCA § 7-11-105(1)(f)-(g)).
 - a. The City may appoint one (1) member without input from the County who shall serve at the pleasure of the City. The initial term for this appointment shall be one (1) year.
 - b. The County may appoint one (1) member without input from the City who shall serve at the pleasure of the County. The initial term for this appointment shall be one (1) year.
 - c. The City and County shall mutually agree upon the appointment of three (3) additional members, two (2) of whom shall serve at the pleasure of the County and one (1) of whom shall serve at the pleasure of the City. The initial term for the two (2) County appointments shall be two (2) years. The initial term for the one (1) City appointments shall be three (3) years.
 - d. Following the initial terms, terms of appointment shall be for three (3) years.
7. Fergus County shall be responsible for preparing and filing any required reports. (MCA § 7-11-105(1)(h)).
8. The City-County Board of Health shall have all of the statutory powers and duties enumerated in MCA § 50-2-116.
9. For purposes of MCA §§ 50-1-101(8), 50-2-116(4), and 50-2-118(2), the Lewistown City Commission shall be the local governing body for the City and the Fergus County Board of Commissioners shall be the local governing body for the County.
10. The City-County Board of Health shall recommend to the governing bodies the appointment of a local health officer who meets the criteria in MCA § 50-2-116(1)(a). Upon appointment by each local governing body, the local health officer shall be employed by Fergus County.

11. If the Board or the local health officer issues a directive, mandate or order in response to a declaration of emergency or disaster by the governor as provided for in Montana Code Annotated Title 10, Section 3, each local governing body retains the authority to amend, rescind or otherwise change the directive, mandate, or order, up to and including employing its own health officer, after holding a public meeting and accepting public comment. (MCA §§ 50-2-116(4), 50-2-118(2))).
12. The Fergus County Attorney shall be the legal advisor to the City-County Board of Health.

Entered this ____ day of _____, 2022.

Sandy Youngbauer
Fergus County

Holly Phelps
City of Lewistown

**AGREEMENT BETWEEN THE CITY OF LEWISTOWN AND SCHOOL
DISTRICT NUMBER ONE FOR USE OF RECREATION FACILITIES
AND EQUIPMENT**

WHEREAS THIS AGREEMENT is made and entered into the date of the last signature hereto, by and between the CITY OF LEWISTOWN, hereinafter referred to as the CITY, and SCHOOL DISTRICT NO. ONE of Lewistown, Fergus County, Montana, hereinafter referred to as the SCHOOL, and is meant to define and describe the rights and obligations of the parties with respect to the operation of a recreational program for the **2021-2022** school year.

FACILITIES

The program may include, but shall not be limited to, the following kinds of recreational activities: basketball, volleyball, softball, soccer, floor hockey, badminton, snowshoeing, roller-skating, cross-country skiing and table tennis. Activities to take place at the Lewistown Civic Center or at any of the various outdoor city parks. The CITY hereby agrees that such facilities will be made available for use by the program participants and other school extracurricular activities, subject to scheduling parameters. In addition, activities may take place upon any property owned by the SCHOOL, provided, however, that such property or facilities are available for use and any such use is approved by the school.

SUPERVISION/OPERATION

Supervision and operation of the program shall include the following individuals and/or groups:

1. Activity Director. The Activity Director shall be an employee of the SCHOOL, and such person shall be responsible for overall program supervision.
2. Recreation Director. The Recreation Director shall be an employee of the CITY, and shall be responsible for supervision of the day-to-day operation of the program. The Recreation Director shall become involved in scheduling, budgeting and direct supervision of the Buildings and Grounds Supervisor.
3. Buildings & Grounds Supervisor. The Buildings & Grounds Supervisor shall be an employee of the SCHOOL and shall be responsible for scheduling and supervision of SCHOOL maintenance equipment.

BUDGET

The SCHOOL will be responsible for paying the sum of \$5,517.24 for the following items:

Rent	\$ 4,204.80
Recreation Director	\$ 535.15
Honorarium for Professional Assistance	\$ 318.57
Equipment	<u>\$ 458.72</u>
Total	\$ 5,517.24

The total amount shall be payable by the SCHOOL to the CITY upon execution of this Agreement. Thereupon, the CITY shall be responsible for administering payment of such funds in accordance with the items indicated above. The foregoing budget may be changed or modified by the parties in writing. In addition, the SCHOOL will provide maintenance equipment and operators as needed by the Recreational Director and approved by the Buildings and grounds Supervisor at a charge of \$30.00 per hour.

TERM

The term of this Agreement shall be for one year, commencing on July 1, 2021 and ending on June 30, 2022.

RELEASE/INDEMNIFICATION

Each party expressly agrees to release, hold harmless and indemnify the other party from any liability, claims, losses, or demands arising out of the acts or omissions of their own employees or agents, provided, however, that such released party or their employees or agents have not contributed to such claims, loss or demand.

Dated this 7th day of February 2022.

ATTEST:

CITY OF LEWISTOWN

NIKKI BRUMMOND, City Clerk

HOLLY PHELPS, City Manager

ATTEST:

SCHOOL DISTRICT NO. ONE

REBEKAH RHOADES, Board Clerk

JENNIFER THOMPSON, Board Chair

LEWISTOWN PARK & RECREATION DEPARTMENT



309 5TH Avenue South, Lewistown, Mt. 59457
(406) 535-3045

CITY OF LEWISTOWN/SCHOOL DISTRICT #1 FACILITIES-EQUIPMENT AGREEMENT NOTES:

In the mid-1980's an agreement was entered into between the City of Lewistown and School District #1 for the sharing of facilities/equipment for Park and Recreation and School District #1 Activities.

The Park and Recreation Department uses the FHS Fieldhouse/Athletic Fields for assorted activities. Both the City and School District #1 have also shared equipment to help with various projects over the years.

School District #1 does pay an extra fee for the use of the Civic Center/parks/pool as their hours for all their elementary through high school activities is significantly higher than what the city uses their facilities.

This has proved to be a GREAT relationship in the past and we hope to continue it into the future!!

GET OUT AND RECREATE!!

Jim Daniels
City of Lewistown Park and Recreation Director



ADDENDUM TO AGREEMENT REGARDING CITY ATTORNEY

THIS IS AN ADDENDUM TO THE AGREEMENT made by and between Fergus County and the City of Lewistown, and is meant to set forth an additional terms and conditions by which Fergus County will provide office space and associated services for the Lewistown City Attorney. For and in consideration, the parties understand and agree as follows:

9. HEALTH INSURANCE: The City shall provide Health Insurance to the City Attorney under their Employee benefits plan. The cost of the employer paid portion of said health insurance shall be split 50/50 between the parties. The City of Lewistown will know the monthly cost of the employer paid portion of the health insurance by June of every year and shall provide that figure, with a calculation of the yearly cost to the County when they have it. The City of Lewistown will then deduct the yearly cost of the County's portion from the City's share of expenses and shall remit the remainder owing as set forth in paragraph 8 in the original agreement. The payment for the health insurance shall be retroactive to January 8, 2022.

DATED this _____ day of _____, 2022.

BOARD OF COMMISSIONERS:

SANDY YOUNGBAUER

ROSS BUTCHER

CARL SEILSTAD

ATTEST:

JANEL TUCEK, Clerk & Recorder

DATED this _____ day of _____, 2022.

CITY OF LEWISTOWN

HOLLY PHELPS, City Manager

ATTEST:

NIKKI BRUMMOND, City Clerk

DATED this _____ day of _____, 2022.

KENT SIPE
Fergus County Attorney

DATED this _____ day of _____, 2022.

THERESA DIEKHANS
Lewistown City Attorney
Chief Deputy County Attorney

AGREEMENT

THIS AGREEMENT is made by and between Fergus County and the City of Lewistown, and is meant to set forth the terms and conditions by which Fergus County will provide office space and associated services for the Lewistown City Attorney. For and in consideration, the parties understand and agree as follows:

1. Existing Relationship. The parties have operated under a written contract for the subject matter of this Agreement since December of 1997.

2. Term. The term of this Agreement shall be one year, from July 1, 2020 through June 30, 2021. This term shall automatically renew on an annual basis unless either party provides at least a thirty (30) day written notice to the other of its intent to not renew.

3. Compensation. For the office space and associated services provided by Fergus County to the City Attorney, the City of Lewistown shall pay to Fergus County the amount of TWENTY-ONE THOUSAND DOLLARS (**\$21,000**). For each successive year the annual payment amount shall increase based upon the increase, if any, from the preceding year in which the calculation is made in the consumer price index, U.S. city average, all urban consumers, for all items, as published by the bureau of labor statistics of the United States department of labor, utilizing the following link:
<http://www.usinflationcalculator.com/inflation/consumer-price-index-and-annual-percent-changes-from-1913-to-2008/>.

4. Space-Services Provided. In exchange for the payment to be made by the City of Lewistown to Fergus County, Fergus County will provide the following:

- a. Office Space, including utilities.
- b. Secretarial-Receptionist and Victim-Witness services, for all City Attorney business.
- c. Telephone/fax/internet/software services. A separate telephone line will be maintained for the office of the City Attorney. Use of a fax line will also be provided, as well as internet service. In addition, Fergus County will continue to pay for legal research services through Lexis/Nexis. Fergus County will also continue to pay the annual assessment for the case management software (FullCase). The City Attorney will have full access to use of the Lexis/Nexis service as well as the FullCase software for management of all City Attorney cases and matters.
- d. Supplies. Normal or routine office supplies shall be provided. The City of Lewistown shall supply City stationary for the City Attorney if they wish, since such will not be provided by Fergus County.
- e. Copying. Normal or routine copying will be provided.
- f. Office Equipment/Fixtures. Fergus County will continue to allow the City Attorney the use of current or existing office equipment, fixtures, and furnishings for City Attorney business.
- g. Annual bar dues and bar assessments for the City Attorney.

The foregoing described services are meant to involve normal or routine office expenses or costs. During the term of this agreement should any extraordinary item of expense or cost become an issue, the parties agree to meet and discuss payment of the same.

In conflict situations, or in situations in which the City Attorney is unavailable, the Fergus County Attorney, or his successor, or any other Deputy Fergus County Attorney may appear and act as the Lewistown City Attorney without compensation, and with the approval of the City Attorney.

5. CONFLICT OF INTEREST: Should there exist an issue or dispute between Fergus County and the City of Lewistown, the parties recognize that such may give rise to a conflict of interest situation. By this agreement, the city and the county recognize that they have the option to either waive a conflict of interest and continue to be represented by their counsel, or they may seek to hire or retain outside counsel. Both the city attorney and the county attorney agree to fully inform their respective governing bodies of any possible or potential conflict of interest.

6. TERMINATION: If either party breaches any term of this agreement, the non-breaching party may provide written notice to the other detailing the nature of the breach and demanding that such breach be corrected within 30 days or this agreement shall be terminated. If the breach is corrected within the time frame allowed, then this agreement shall continue in full force and affect.

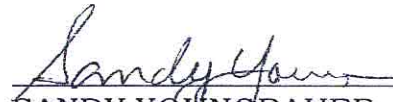
Notwithstanding, this agreement may be terminated for any reason by either party upon providing a 60-day written notice to the other. If the agreement is terminated in this matter, the costs set forth in this agreement shall be prorated.

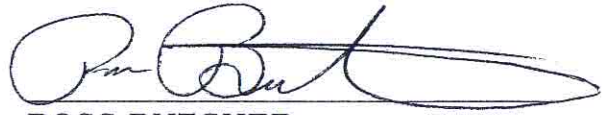
7. INVOICE: Fergus County shall send the City an invoice for the annual payment by September 1. The City shall remit payment within 30 days of receipt of the invoice, or October 1, whichever is later. The County shall prepare and send invoices for services provided under this agreement to the City of Lewistown, 305 W. Watson, Lewistown, MT 59457 – attention City

Clerk. The form of the invoice shall be as attached hereto. The City shall submit payment to the Fergus County Clerk and Recorder.

DATED this _____ day of _____, 2020.

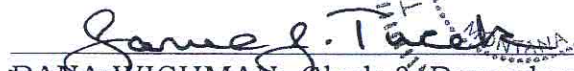
BOARD OF COMMISSIONERS:


SANDY YOUNGBAUER


ROSS BUTCHER


CARL SEILSTAD

ATTEST:


JANA WICHIMAN, Clerk & Recorder
Janae J. Tucek

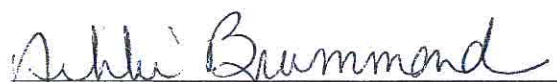


DATED this 15th day of June, 2020.

CITY OF LEWISTOWN


HOLLY PHELPS, City Manager

ATTEST:


City Clerk

DATED this 9 day of April, 2020.

**REQUEST FOR PROPOSALS FOR THE PRIVATE DEVELOPMENT OF THE CITY-OWNED
"Berg Lumber" Property Located in Fergus County, Montana**

CITY OF LEWISTOWN, MONTANA

The City of Lewistown, Montana requests proposals from development firms seeking to privately design, finance, construct, and manage a housing development (with or without mixed commercial uses) on City-owned property located in Fergus County, Montana, coined the "Berg Lumber Property." The 18-acre property is located in an Opportunity Zone at the corner of Joyland Road and East Cheadle Street and legally described as:

VALLEY VIEW ADD, S09, T15 N, R18 E, LOT 010-049, LOTS 096-125, 147-166, 257-321

Development will further the City's and County's aims to: address the critical shortage of housing opportunities across all income brackets; alleviate local businesses' workforce challenges by helping to create and retain good paying jobs; expand the local tax base; and to promote the overall economic growth in the Snowy Mountain Region.

To ensure a seamless and immediate response to any unforeseen development barriers, the City issues this RFP in collaboration with its following partners:

County of Fergus, Montana

Lead Contact: Ross Butcher, Fergus County Commissioner
(406) 535-5119
rbutcher@co.fergus.mt.us
www.co.fergus.mt.us

Fergus County Port Authority

Lead Contact: Kellyanne Terry, Board Chair
(406) 535-5411
calvertlewistown@gmail.com
www.fcpamt.com

Snowy Mountain Development Corporation

Lead Contact: Sara Hudson, Executive Director
(406) 535-2591 Extension 19
info@snowymountaindevelopment.com
www.snowymountaindevelopment.com

SECTION 1: INFORMATION AND INSTRUCTIONS TO PROPOSERS

The City of Lewistown is soliciting a Request for Proposal from developers seeking to privately develop, finance, construct, and manage a housing development project on what is currently an 18-acre City-owned lot situated in an Opportunity Zone in Fergus County at the corner of Joyland Road and East Cheadle Street and legally described as: VALLEY VIEW ADD, S09, T15 N, R18 E, LOT 010-049, LOTS 096-125, 147-166, 257-321.

Five (5) copies of the proposal must be received by the City Manager at 305 West Watson, Lewistown, Montana, 59457 by 4:00 p.m. local time (MST) on **Friday April 16, 2022**. Request for Proposals that are faxed or emailed will not be accepted.

General questions pertaining to the project should be directed to Lewistown City Manager Holly Phelps at (406) 535-1706 or hphelps@ci.lewistown.mt.us.

Proposers having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail or in writing to the RFP contact listed above on or before **Friday, March 26, 2022**, at 4:00 p.m. Clear reference to the section, page, and item in question must be included. Questions received after the deadline may not be considered. Please find this RFP, associated maps, feasibility study and a list of questions and answers on the City of Lewistown's webpage at: www.cityoflewistown.com.

Written response will be provided by **Friday, April 2, 2022** at 4:00 p.m. to all questions received by the deadline. Response will be by written addendum and will be posted on the website with the RFP at www.cityoflewistown.com by the close of business on the date listed. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City of Lewistown.

The City of Lewistown shall not be held responsible for any verbal instructions. Any changes to this RFP will be in the form of an addendum, which will be furnished to all registered RFP holders.

The City of Lewistown reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposal received.

SECTION 2: PROPOSAL

The City of Lewistown is requesting development proposals for the city-owned 18-acre "Berg Lumber Property." The community of Lewistown, Montana has identified a need for additional housing within a specified economic range classified as workforce housing. Due to a shortage of homes ranging between \$150,000-\$250,000, the City of Lewistown is experiencing contraction of the workforce population, making it difficult for workers to find suitable affordable housing. Local employers have reported significant challenges in filling employment vacancies due to the "new normal" housing market dynamics as a result of COVID and a lack of diversity in the local housing stock. That diversity includes both the shortage of housing types (duplexes, townhouses, small-lot homes) and current housing value (\$150,000-\$250,000). Consequently, the market excludes opportunities for first time home buyers, retirees, and others interested in this range and typology when considering a home in Lewistown. In addition to the market's response to COVID, and the limited construction of new homes in this price range, the cost of housing has skyrocketed making it far more difficult for potential buyers to consider.

Development of this property is also a direct response to the post-COVID environment pushing urban families and pulling remote work opportunities into sparsely populated rural communities. Additionally, over the next 5-8 years, Northrop Grumman's Ground Based Strategic Deterrent initiative will pull 3,500 military workers into the Greater Lewistown Area. While Northrop will provide temporary housing for these Servicemembers, they will not provide housing for the peripheral growth that will accompany this significant influx of new residents. To accommodate that growth, Lewistown must develop a multitude of housing options at different price points.

Redevelopment of this site will further the City's mission of promoting economic growth, improving area employment opportunities, and expanding the local tax base. The City is accepting all development proposals provided the proposer demonstrates ability to meet the criteria outlined below.

Following selection, the successful proposer will execute a Developer's Agreement with the City of Lewistown outlining the obligations of both parties.

The RFP will be evaluated utilizing the following criteria. When a proposal is submitted, documentation demonstrating adherence to the following criteria must be submitted:

- **Workforce Housing** — The project shall alleviate local workforce challenges by developing housing at various price points to alleviate businesses' challenges in securing qualified workforce due to housing shortages. The City encourages development that may include mixed commercial uses that may also address other critical shortages in the area, for example, childcare facilities.
- **Applicant's Ability to Perform** — The proposer shall be able to demonstrate their ability to construct, operate and maintain the proposed project based on experience, general reputation, and credit history.
- **Tax Generation** — In order for the City of Lewistown to stay economically healthy for the maximum benefit to the community, a project is expected to generate new taxes.
- **Timely Completion** — The proposer shall demonstrate ability to construct and complete the proposed project within two-years from the date of the recorded Developer's Agreement.
- **Management** — The proposer shall demonstrate ability to retain ownership of the project long enough to complete construction, establish occupancy of no less than 75%, establish property management systems, and initiate payment of all applicable taxes.
- **Deed Restriction** — A proposer shall agree that a deed restriction will be placed on the property prohibiting the property from being exempted from property taxes. In the event the property was to transfer to a non-taxable entity, a payment in lieu of taxes agreement must be in place to ensure continued tax revenues to the City for its period of existence.

SECTION 3: SUBMITTAL REQUIREMENTS

Proposals shall conform to the following format. Proposals that are incomplete; conditional; obscure; or have irregularities of any kind are subject to disqualification. Each proposal must be compiled and tabbed as described below in a loose-leaf binder and each page of the proposal must be numbered. Proposers

shall limit proposals to no more than 25 double-sided pages. Information included within the RFP may be used to evaluate firms as part of any criteria regardless of where that information is found within the RFP. Information obtained from the RFP and from any other relevant source may be used in the evaluation and selection process.

Delivery of Proposals

Each proposer must submit the following in a sealed package marked with the proposer's name:

- 5 copies of the proposal, and
- 1 e-copy of the proposal on a flash drive or CD.

Proposals must be submitted to the address listed in Section 1 above. Failure to comply with the following criteria may be grounds for disqualification:

- Receipt of submittal by the specific cut-off date and time.
- The number of originals and/or copies of the submittal specified.
- Adherence to maximum page requirements.

Form of Proposals

Tab 1 – General Information

- A. Cover Letter (1-page) containing at a minimum: Company(s) name, contact name, address, and email address.
- B. Executive Summary (maximum 2 pages)
- C. The Executive Summary is a concise narrative of the overall proposal. Each proposer must note in its Executive Summary if someone other than the person listed on Attachment A will serve as the proposer's contact person for the proposal. If a joint venture, the Executive Summary must identify the lead developer.
- D. Completed Attachment A
- E. Completed Attachment B

Tab 2 – Concept to Develop the Site

- A. Narrative description of the proposed development, including square footages, uses, height, building materials, etc. The narrative shall also include details for the operation and management of the proposed development after completion of construction.
- B. Drawings of residential structures and commercial structures, if included.
- C. Comprehensive timeline with major milestones and all stages of the proposed development including planning and design, entitlements, plan review, permits, construction, occupancy and/or lease up. This timeline should detail any phasing for the proposed development. Proposers shall include reasonable assumptions for the proposed timeline.

Tab 3 – Proposer's Qualifications, Experience, and Financial Capacity

- A. Clearly identify the key individuals and companies comprising the proposed development team and each proposed development team member's roles and responsibilities for the proposed development.
- B. Describe the proposed development team's experience successfully financing, developing,

- completing, and managing other projects of similar scale and complexity, including the roles and responsibilities of each proposed development team member for those projects. For each project included, the proposer shall include contact information for at least one reference.
- C. Provide clear and compelling information to demonstrate the proposer's financial capacity to successfully develop and complete the proposed development, including:
 - A clear strategy to fund all proposed development costs, including specific details on all funding sources as well as the types and amounts of equity, financing and other funding sources for the proposed development.
 - Documentation from potential lenders of interest in the proposed development.
 - Documentation of other projects for which the proposer has successfully worked with the proposed funding sources.
 - D. List and describe any litigation; arbitration; claims filed by your firm against any other jurisdiction as a result of a contract dispute; any contract or negligence claims filed against your company; premature termination from a services agreement within the last 3 years.

Tab 4 – Proposer's Business Plan

- A. Documentation of the proposed development's feasibility, including:
 - Research/market demand data that supports the proposed development.
- B. A project budget clearly detailing and defining the proposed development's costs, including construction costs, soft costs, contingencies, and assumptions.
- C. An operating pro forma for the proposed development, including all revenues, expenses, debt service, taxes, and other assessments for at least 10 years, and assumptions.
- D. Demonstrate the ability to perform the project within a two-year timeframe.

Tab 5 – Level of Return and Benefit to the City

- A. Describe the housing, tax, employment and other tangible benefits generated by the proposed development.
- B. Specify any requested assistance, including details such as the type of assistance, length of agreement term, commencement, and completion dates, etc. Any requests for assistance from the City, County, Port Authority or Snowy Mountain Development Corporation must be limited to assistance each can reasonably accommodate.

SECTION 4: SELECTION PROCESS

A 5-member project evaluation committee will evaluate each RFP. The committee will be comprised of representatives from the City, County, Port Authority and Snowy Mountain Development Corporation. Proposals will be scored according to the criteria in Section 3 as follows:

1. Concept to Develop Site (0-25 points)
2. Proposer's Qualifications, Experience and Financial Capacity (0-25 points)
3. Proposer's Business Plan (0-25 points)
4. Level of Return and Benefit to the Greater Lewistown Community (0-25 points)

A decision may be reached based solely upon the content and quality of information contained within the submitted proposal. If interviews are determined to be desirable, the proposers selected will meet with the Project Evaluation Committee for the interview. The purpose of the interview will be to expand on the information provided in the RFP, not to repeat information already provided. Those firms selected for

interviews will be provided additional instruction by the City. Those firms not selected for further consideration will be notified.

The following tentative schedule has been prepared for this project. Firms interested in this project must be available on the interview meeting date.

- Written questions on RFP due: 4:00 p.m., March 26, 2022
- Pre-submittal meeting offered via Zoom: 2 p.m., March 31, 2022
- Written response to questions from City by: 4:00 p.m., April 2, 2022
- Proposals due: 4:00 p.m., April 16, 2022
- Firms notified for interview: May 7, 2022
- Interviews (if necessary): Anticipated the week of May 24, 2022
- Anticipated Contract Award Date: July 1, 2022

Following the interviews, the Project Evaluation Committee will rank each consulting firm of this RFP. The highest ranked firm will be recommended to the City Commission for contract award.

Requests for debriefings or selection decisions shall be made in writing to the City. All information submitted by firms and related Project Evaluation Committee evaluations and rankings shall be considered confidential until after contract execution and award by the City Commission.

The City will enter into a negotiated contract upon selection of the firm for the project. The commencement of negotiations does not commit the City to accept all the terms of the proposal and negotiations may be terminated by the City at any time. These negotiations may result in minor or material changes to the proposal, including both the business terms and the project. Successful negotiations will result in an award recommendation to the City Commission and a "Letter of Intent" stating the City's intent to enter a contract with the recommended proposer on specified business terms. Following required approvals, City-drafted contracts addressing business terms and performance benchmarks will be entered between the parties. The City reserves the right to reject, in whole or in part, any or all proposals. The terms and conditions of any contract resulting from this RFP process are subject to approval by the Lewistown City Commission. If the selected firm determines not to enter into a contract with the City, the City may then contact the second or third highest ranked team until a contract is executed or may decide to terminate the selection process.

SECTION 5: GENERAL TERMS AND CONDITIONS OF PROPOSAL

All materials submitted by proposers shall become the property of the City and become a matter of public record available for review. Each proposer shall mark any information submitted as part of its proposal that the proposer deems confidential or proprietary (collectively Confidential Information). If the City receives a request to review or disclose such Confidential Information, the City will provide the proposer written notice of the request to allow the proposer the opportunity to obtain a court order to prevent the disclosure or review of such Confidential Information. The proposer must obtain and deliver to the City a court order within seven calendar days of the date of the City's written notice. If no court order is issued and received by the City within the seven-day period, the City may disclose or allow the review of such Confidential Information. If a proposer intends to seek a Court Order to shield its Confidential Information, the protest period will be extended the same number of calendar days to allow for this process.

The City reserves the right to reject any or all Statement of Qualifications or portions thereof. The cost of preparing responses shall be borne by the respondents and will not be reimbursed by the City.

The City reserves the right to take any course of action the City deems appropriate at the City's sole and absolute discretion, which may include:

- Waiving any defects or informalities in any proposal or proposing procedure.
- Accepting or rejecting any or all proposals or any part of any or all proposals.
- Canceling the RFP in part or in its entirety.
- Reissuing the RFP with or without modification.
- Negotiating with any qualified proposer.
- Extending the deadline for proposals; and/or
- Requesting additional information from any or all proposers.

The City reserves the right to disqualify any proposer that fails to provide information or data requested herein or that provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposals submitted or any other data available to the City. This disqualification is at the sole discretion of the City. By submission of a proposal hereunder, the proposer waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Commission, or any court, as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City.

All persons or entities that respond to this RFP, including their employees, agents, representatives, proposed partners, subcontractors, joint ventures, members, or any of their lobbyists and attorneys, will refrain from any direct or indirect contact with any person who may play a part in the selection process. As long as this RFP is not discussed, proposers may continue to conduct business with the City and discuss business that is unrelated to this RFP.

Additionally, any proposer or any member or affiliate of a proposing team that currently contracts with the City must be in good standing for its proposal to be considered responsive. For the purpose of this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

