COMMITTEE OF THE WHOLE

AUGUST 1, 2022

6:00 PM

1. Review of the 2022-2023 annual budget.

NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, AUGUST 1, 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 – July 18, 2022
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 30, 2022 to June 30, 2022 for a total of $33,534.19

Acknowledgement of the claims that have been paid from July 12, 2022 to July 29, 2022 for a total of $45,159.74

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

1. Airport annual report

2. Discussion and action on authorizing the City Manager to enter into the Fish Wildlife & Parks Montana Trail Stewardship Grant Program Project Agreement and sign the agreement (**Action: approve, disapprove or amend authorizing the City Manager to enter into and sign the agreement**) City Manager Holly Phelps

3. Discussion and action on approving Resolution No. 4090 a resolution requesting distribution of Bridge and Road Safety and Accountability Program Funds (**Action: approve, disapprove or amend Resolution No. 4090**) 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

FISH, WILDLIFE & PARKS MONTANA TRAIL STEWARDSHIP GRANT PROGRAM
PROJECT AGREEMENT

TSP2208

THIS AGREEMENT, entered into this July 1, 2022, by and between Montana Fish, Wildlife & Parks, the governmental agency of the State of Montana designated to act for the State of Montana, for the purpose of implementing the Montana Trail Stewardship Grant Program, with its principal place of business at 1420 East Sixth Avenue, Helena, Montana, hereafter called the "Department", and the City of Lewistown, 305 Watson St., Lewistown, MT 59457, hereinafter referred to as the "Recipient".

Program funds shall be used on the Lewistown Trail Surfacing Project.

The project will pave 3000 linear feet of trail between A Street and H Street using the existing gravel trail footprint as a base. The new asphalt will be 8 feet wide and 3 inches thick and is a continuation of the existing pavement.

WITNESSETH:

WHEREAS, the Recipient desires to conduct the Lewistown Trail Surfacing Project and to comply with the reimbursement requirements as a recipient of the amount approved by the Department for this trails project; and,

WHEREAS, it is the desire of the Department to administer the grant to the Recipient of said project and to determine satisfactory completion and performance;

NOW, THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as hereinafter set forth, it is hereby understood and agreed by and between the parties hereto as follows:

1. That the Recipient will conduct the following described trail project in accordance with the plans and specifications approved with the Project Application submitted to the Department.

2. That the Recipient is ready to proceed on its project. Recipient will initiate project immediately upon execution of this Agreement and complete said project on or before October 15, 2024. Final request for reimbursement must be received no later than December 31, 2024. Any program funds associated with this project that are unexpended and which have not been requested for reimbursement by this date will be lost to the Recipient.

3. The Recipient guarantees that it has funds necessary for the implementation of this project, that it will pay for said project, and will request reimbursement for allowable costs only in accordance with program guidelines and which are approved in the Project Budget (Appendix A) and paid for by the Recipient. Upon receipt of satisfactory billing documentation from the Recipient, the Department agrees to reimburse the Recipient the allowable funds expended by

the Recipient. The Department's share approved at this time shall not exceed **$73,000.00**. If changes to the project occur after executing this Agreement, the Recipient will provide an amended budget and Project Cost Information from their TSP application showing adjustments based upon the grant amount identified herein and explaining any changes in the scope of the project in the description text following said amended budget information. The amended budget information, if applicable, will be completed by the Recipient and uploaded in Grant management software program and must be completed prior to the return of the signed Project Agreement.

4. The Recipient acknowledges that flexibility between budgeted categories is permitted up to 10% of the total award. Expenditures differing by more than 10% must be approved by amendment in writing requested to the Trail Stewardship Program Manager and submitted through the grant software program.

5. The Montana Trail Stewardship Grant Program allows 7% of total direct costs to be identified as administrative costs. Recipient acknowledges it is only eligible for administrative costs as part of this Agreement if it was included with the original application.

6. The Montana Trail Stewardship Grant Program is a 90% trails program/10% Recipient cost-share program. At the time/s of request for reimbursement by the Recipient, the Recipient will account for Recipient funds expended and value of in-kind contributions, with the Recipient's share being not less than 10% of costs incurred. The Recipient total required match is not less than $**9,000.00**.

7. The Recipient agrees to provide the Department with all reports and certifications, including accounting reports, receipts and vouchers as requested and in the form and upon the dates requested either prior to commencement of the project or at any time during the project. The Recipient also agrees to follow accounting procedures satisfactory to the Department and to provide, upon request at any time during the project, a financing commitment indicating that continued funds will be available for completion of the project as proposed in the referenced plans and specifications, and to reimburse the Department for any and all overpayments on this project. In addition, the Recipient agrees to allow Legislative, Department or State Auditors access to its records for the purpose of determining that this grant is administered in accordance with grant terms and conditions and, upon request, to provide the Department with a copy of any such audit.

8. Purchase of Goods or Services. It is recommended that Recipients follow the following purchasing guidelines for purchase of "Goods or Services." Goods and services typically include purchase of such things as trailhead or trailside facilities, signs, rental of equipment or facilities, contracted labor for maintaining, rehabilitating, planning, or engineering of trails. The purchase of goods and services should be sought using local businesses or regional businesses near the project site where available.

    a. For goods or services costing over $5,000 it is suggested that a limited solicitation process is utilized. This includes cost proposals, by fax or written format, from at least three prospective vendors if possible.

9. In-kind labor. Volunteer time and attendance records are necessary to claim in-kind labor as a match. The hourly reimbursement rate for volunteers is $20 per hour.

10. Winter Grooming Rates. Recipient must maintain time and mileage records for winter grooming operations to claim winter grooming equipment rates. These rates are used in lieu of receipts for trail groomer equipment expenses such as oil, fuel, and general maintenance and repairs. Current winter grooming rates are as follows:

    - Utility sled used for trail grooming: $20.00 per hour
    - Large groomers (i.e. PistenBully): $120.00 per hour

11. Use of Property. Recipients may request use of property reimbursement (i.e., horse trailers, pack animals, motorized or non-motorized OHVs or boats) based on the date the property was in use utilizing the state approved rates.

12. The Department may unilaterally terminate this Agreement upon refusal by the Recipient to allow access to records necessary to carry out the legislative audit and analysis function set forth in Title 2, Section 7, Part 5, Montana Code Annotated.

13. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this Agreement, any contract related to this Agreement, or in the administration of its Disadvantaged Business Enterprise (DBE) program. The recipient shall take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. The recipient's DBE program, ~~as~~ required by 49 CFR part 26 and as approved, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

14. The Recipient will participate in reporting as a condition of acceptance of the funding. A final report is due by the end of the second month after submitting a final reimbursement request or after the project award term ends, whichever is first. Performance Plan reports are due in the Grant management software program system on the following schedule:

Reporting Period	Status Report Due Date
January 1 – December 31	January 31

15. The Recipient will participate in a risk assessment conducted by the Department prior and during the Agreement term.

16. The Recipient will participate in onsite monitoring conducted by the Department. Department may conduct onsite monitoring visit(s) with Recipient during this Agreement to ensure project goals and objectives as outlined in the Project Application are on track. Department may also

request the meeting(s) as problems arise. Department may schedule the monitoring visit with Recipient. Recipient's failure to participate in any monitoring visits, missing or rescheduling two consecutive monitoring visits, or Recipient's failure to make a good faith effort to resolve problems may result in termination of the Agreement.

17. The Recipient further agrees that this trail project will be available to the general public.

18. Recipient has reviewed and agrees to comply with the Project Progress and Final Report Requirements (Appendix C) attached to this Agreement. Appendix C is hereby incorporated into and made part of this Agreement.

19. Recipient shall provide the Department, State of Montana, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Agreement, without incurring liability, for Recipient's refusal to allow access as required by this section. (18-1-118, MCA.)

20. Recipient shall create and retain all records supporting the Lewistown Trail Surfacing Project for a period of three (3) years after either the completion date of this Contract or termination of the Contract.

21. Recipient shall defend, indemnify and hold harmless the State of Montana and the Department and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of Recipient's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss resulting or allegedly resulting in whole or part from (i) the services performed under this Agreement or (ii) other acts or omissions of Recipient and/or its agents, employees, representatives, assigns, or subcontractors.

22. It is understood and agreed by both parties that a failure to comply with any of the points listed above can result in a voiding of this Agreement and a loss of further Montana Trail Stewardship Grant Program assistance.

IN WITNESS WHEREOF, the Department has caused its name to be subscribed thereunto duly authorized and the Recipient has caused its name to be subscribed by its proper officers, thereunto duly authorized, on the day and year first above written.

TSP RECIPIENT ORGANIZATION

City of Lewistown

By: ______________________________

Printed Name of Recipient Project Coordinator

______________________________ Date: ______________

Signature of Recipient Project Coordinator

MONTANA FISH, WILDLIFE & PARKS

By: Tom Lang, Recreation and Trails Specialist, Montana Fish, Wildlife & Parks

______________________________ Date: 07/01/2022

Signature of Agency Representative

Approved as to Legal Content

By: Montana Fish, Wildlife & Parks Legal Counsel

______________________________ Date: ______________

Signature

Appendix A

FWP GRANT AGREEMENT PROJECT BUDGET AND TASK SCHEDULE	
Project Title: Lewistown Trail Surfacing Project	**TSP2208**
Recipient: City of Lewistown	

MTSGP PROJECT BUDGET

	Grant Amount	Match Amount	Total
Design & Engineering	$0	$0	$0
Salaries/Payroll	$0	$2,000.00	$2,00.00
Construction/Materials	$68,000.00	$7,000.00	$75,000.00
Grooming	$0	$0	$0
Contracted Services	$0	$0	$0
Travel Expenses	$0	$0	$0
Indirect Costs	$5,000.00	$0	$5,000.00
TOTAL	$73,000.00	$9,000.00	$82,000.00

PROJECT TASKS

Task 1: Put out bid and obtain contract for paving

Task 2: Prep trail for paving - brush removal

Task 3 Complete paving

Task 4: Close out contract and submit final report.

REPORTING TASKS

Task 5: Progress Reports: Recipient will submit a Project Progress Report on or before January 31, 2023. The report must be submitted electronically to the FWP Grant Administrator. Reports must contain the information outlined in Appendix C.

Task 6: Recipient will submit a Final Report at the project's completion. The Final Report must contain the information outlined in Appendix C.

Appendix B

FWP GRANT AGREEMENT PAYMENT REQUEST AND EXPENDITURE REPORT	
Project Title: Project Title	**TSP22XX**
Recipient: Recipient Organization Name	

MTSGP PROJECT EXPENDITURE SUMMARY

	Request Amount	Match Amount	Total
Design & Engineering	$	$	$
Salaries/Payroll	$	$	$
Construction/Materials	$	$	$
Grooming	$	$	$
Contracted Services	$	$	$
Travel Expenses	$	$	$
Indirect Costs	$	$	$
TOTAL	$	$	$

EXPENDITURE ATTACHMENTS SUMMARY

Please provide a brief description of the attachments you have included with this request.

Attachment #1:

Attachment #2:

Attachment #3:

CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.

Signature **Name and Title (print)** **Date**

APPENDIX C

MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS
GRANT AGREEMENT PROJECT PROGRESS AND FINAL REPORT REQUIREMENTS

Recipient must submit Project Progress Reports to FWP on the schedule outlined in the Agreement. The reports must be submitted to FWP's Grant Administrator and must be provided electronically in PDF or Microsoft Word format.

Reports must generally contain brief information on each of the following:

1. Describe progress in achieving Project Tasks as outlined in this Agreement.
2. Describe successes and challenges encountered during Project implementation and how these challenges may impact expected accomplishments.
3. Describe upcoming work that will take place within the second phase of the Project.

Recipient must immediately notify FWP of developments that have a significant impact on activities funded by this Agreement, including delays or adverse conditions that materially impair Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

A Final Report is due to FWP no later than two months after the Project Completion Deadline and must include the following information:

1. Describe progress in achieving Project Tasks as outlined in this Agreement.
2. Describe successes and challenges encountered during Project implementation and how these challenges may impact expected accomplishments.
3. Describe any technical and economic "lessons learned" along with potential solutions that may be helpful to others carrying out a similar project.
4. Provide copies of materials related to the Project including brochures, public service announcements, photographs, news clippings, etc.
5. Provide any additional progress related comments, suggestions, or ideas for FWP's Trail Stewardship Grant Program.

RESOLUTION NO. 4090

A RESOLUTION REQUESTING DISTRIBUTION OF
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS

WHEREAS, the Bridge and Road Safety and Accountability Account created by HB 473 requires the Montana Department of Transportation to allocate accrued funds to cities, towns, counties, and consolidated city-county governments for construction, reconstruction, maintenance, and repair of rural roads, city or town streets and alleys, bridges, or roads and streets that the city, town, county, or consolidated city-county government has the responsibility to maintain; and,

WHEREAS, a city, town, county, or consolidated city-county government that requests funds under the Bridge and Road Safety and Accountability Account must match each $20 requested with $1 of local government matching funds. This year's allocation is $162,110.24; and,

WHEREAS, a city, town, county, or consolidated city-county government requesting distribution of allocated funds may make such a request to the Department of Transportation between March 1 and November 1 of the year the funds were allocated; and,

WHEREAS, a description of the projects to be funded (or the money used to match federal funds) are detailed in Appendix A; and,

WHEREAS, the local match for the allocated funds has been budgeted from the City of Lewistown Street Maintenance assessment.

THEREFORE, NOW BE IT RESOLVED THAT:

1. The City of Lewistown requests distribution of its share of the allocated Bridge and Road Safety and Accountability funds to be used for the projects identified in Appendix A.

2. That Holly Phelps, the City Manager of the City of Lewistown is hereby empowered and authorized to execute such further documents as may be necessary to facilitate the distribution of said funds.

Adopted this 1st day of August, 2022

____
Chair of the Commission
Gayle Doney

ATTEST:

____
Nikki Brummond, Lewistown City Clerk

Appendix A

Project Description

Citywide Paving and Maintenance including;

Paving On Grade:

Intersection at Uranium Drive and Turquoise
5th Avenue South and Bebb Street
Alley behind 309 W Main Street

Asphalt Overlay:

Ridgelawn from Northeast Boulevard to Main Street.
Northeast Washington Street from Prospect Ave to Marcella Street
7th Avenue S from Shields to Beldon
Barnes Street from 6th Ave to 7th Ave
4th Ave S near Watson Street (Asphalt Trench Patch)
West Evelyn Street from 3rd Ave N to 4th Ave N
West Virginia Street from 3rd Ave N to 5th Ave N
Park Avenue from Ash Street to Cottonwood Street Mill
Roundhouse Road from Castle Butte Road through Southland Road

Hot Mix Pickup

Asphalt Patching (Various Locations)