

COMMITTEE OF THE WHOLE

MARCH 17, 2025

6:00 PM

1. 2025 Goal setting

NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, MARCH 17, 2025 AT 7:00 P.M. AT THE CENTRAL MONTANA COMMUNITY CENTER LOCATED AT 307 W WATSON

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES – March 3, 2025

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 March 1, 2025 to March 13, 2025 for a total of \$250,271.28

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

1. Discussion and action on approving entering into a one-year maintenance contract with Lumen for the 911 phone system in the amount of \$17,220.36 (**Action: approve, disapprove or amend entering into a one-year maintenance contract with Lumen**) City Manager Holly Phelps
2. Discussion and action on approving the purchase of a Vaughn chopper pump for the Wastewater Treatment Plant in the amount of \$24174.71 (**Action: approve, disapprove or amend approving the purchase of a Vaughn chopper pump**) City Manager Holly Phelps
3. Discussion and action on Resolution No. 4190, a resolution authorizing the sale of Motorola radios from the Lewistown Police Department (**Action: approve, disapprove or amend Resolution No. 4190**) City Manager Holly Phelps
4. Discussion on declaring a local emergency or disaster.

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

City Commission Goal & Priorities for Fiscal Year 2026

Commissioner: _____

**These are your ideas, goals and priorities. Please take the time to fill these out and return to me. Thank you.*

<u>RANK</u>	<u>GOAL / PRIORITY</u>	<u>DETAILS</u>
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1. GOAL:		
DETAILS:		

2. GOAL:		
DETAILS:		

3. GOAL:		
DETAILS:		

4. GOAL:		
DETAILS:		

5. GOAL:		
DETAILS:		

Previous goal discussion

- **Sewer/Water Rates**
- **Code Update**
- **Water Issues/Chlorination**
- **Zoning/Annexation**
- **Cemetery update rates and expansion**
- **Streets**
- **Contracts more details and follow-up**
- **Light on Casino Creek**
- **Public Works Building**
- **Improve access to recreation**
- **Affordable housing**
- **Infrastructure repairs**
- **Encourage Community Development**
- **Ensure departments have staff and equipment to fit their needs**
- **Update ward boundaries**
- **The desire for more Commission trainings**
- **More input from the various Departments**
- **Improve how the agenda is structured**
- **Improve Communication/Relationship with the County**
- **Relationships with residences (internet presences and Facebook)**
- **Staffing (thinking outside the box)**
- **More time for Education/Training (leases, projects and city owned properties)**
- **Grants and funding project in unconventional ways**
- **Growth Plan update and other policies**
- **Recognize our accomplishments**
- **Tours of our City Departments**
- **Parking**

CUSTOMER:	CENTRAL MONTANA #11
BILL TO NAME:	CENTRAL MONTANA #11
BILL TO ADDRESS:	305 N WATSON ST, LEWISTOWN, MT, 59031
QUOTATION NUMBER:	170014034
CREATE DATE:	27-FEB-2023
QUOTATION VALID THROUGH:	27-JUN-2023
CONTRACT SERVICE START DATE:	01-OCT-2024
CONTRACT SERVICE END DATE:	31-SEP-2025
NET AMOUNT OF CONTRACT:	USD 7,223.36
CURRENCY VALUE EXPRESSED IN:	USD

INSTALL SITE ADDRESS	PART NUMBER	PART DESCRIPTION	QUANTITY	SUPPORT DESCRIPTION	START DATE	END DATE	NET AMOUNT
CENTRAL HIGH TANA 911 305 W WATSON ST LEWISTOWN MT 59437	04001-68092	V-SW1 CS FND PER CPU W/SPT THRU 112527	2	PRM 24K75K MAT ONLY	21-OCT-2024	30-SEP-2025	\$0.00
	025010-00102	V921 ADV DATA LVL 1 ANNUAL SUB	1	PRM 24K75K MAT ONLY	21-OCT-2024	30-SEP-2025	\$0.00
	SS-0PFA-V921-1Y	SPT W/PMR 2YR	2	PRM 24K75K MAT ONLY	21-OCT-2024	30-SEP-2025	\$4,376.24
	025010-20120	V921 1HR SW SPT 2YR	1	STD BRK/NSD-MATONLY	21-OCT-2024	30-SEP-2025	\$427.46
	025010-00141	FIRE WALL RENEWAL SPT 1YR	2	PRM 24K75K MAT ONLY	21-OCT-2024	30-SEP-2025	\$373.12
	025010-00181	GATEWAY RENEWAL SPT 1YR	4	PRM 24K75K MAT ONLY	21-OCT-2024	30-SEP-2025	\$1,429.33
	SA-HSG-AL-SL-1Y	SPT W/ANLY STD 1YR	3	STD BRK/NSD-MATONLY	21-OCT-2024	30-SEP-2025	\$541.54
	F-CTS	LUMEN SUPPORT	1	PRM 24K75K HR	21-OCT-2024	30-SEP-2025	\$6,772.63
911 BLOTH BASH C/D MT 20 3RD ST S LEWISTOWN MT 59437	SS-0PFA-V921-1Y	SPT W/PMR 2YR	1	PRM 24K75K MAT ONLY	21-OCT-2024	30-SEP-2025	\$1,523.35
	025010-20110	V921 1HR SW SPT 2YR	1	STD BRK/NSD-MATONLY	21-OCT-2024	30-SEP-2025	\$276.43
	SA-HSG-AL-SL-1Y	SPT W/ANLY STD 1YR	1	STD BRK/NSD-MATONLY	21-OCT-2024	30-SEP-2025	\$196.41
	F-CTS	LUMEN SUPPORT	1	PRM 24K75K HR	21-OCT-2024	30-SEP-2025	\$518.53

TOTAL INVOICE	\$17,232.36
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CENTRAL MONTANA 911

Disentangling

Title of Customer:

Notes

Tejeda and Cavallaro submitted this study to:

[illegible]

The services identified in this schedule in subject to the License or Copyrighted Material Transfer Agreement(s), or Master Service Agreement(s), Public Safety Services, and applicable service indemnifying between Copyrighted Licensee(s), i.e. the Licensee Technology Group and Customer, or the Affiliate Technology provided for under such Affiliate Master Service Agreement(s), if Customer has not executed a License or Copyrighted Material Transfer Agreement or Master Service Agreement, Public Safety Agreement, with Copyrighted Licensee(s), i.e. the License Technology Group but has entered a written agreement for applicable services with an Affiliate of Licensee ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement, not solely the first such Affiliate Agreement, shall apply to the Licensee Technology Group but in such case, the terms of such License Transfer Application for the services will apply, if Licensee and Customer have not executed a License or Copyrighted Material Transfer Agreement or Master Service Agreement, Public Safety Agreement, and applicable service indemnifying governing the transfer and have not executed an Affiliate Agreement or License or Master Service Agreement (service indemnifying will govern, a copy of which are available upon request). The terms apply to services transferred to the Licensee Technology Group including the transfer of any Affiliate Agreement to the Licensee, License will hereby Licensee of copyrightable or registered items to the Client by delivering the writing or electronically the data by which Licensee transferred items ("Licensee Data and Code"). In delivering the Service, or the Customer Data to a Service Licensee, License will deliver a license to the Client that the Service is delivered in "as-is" form only, at which time Licensee will deliver to the Client the Licensee Data and Code.

THE ENTIRE TERMS, CONDITIONS AND MATERIALS OF SALE, AND RULES OF PAYMENT, DELIVERY AND RETURN, ARE SET FORTH IN THE ATTACHED AGREEMENT-GENERAL CONDITIONS AND ARE INCORPORATED BY REFERENCE INTO THESE TERMS OF SALE. IF THE ATTACHED AGREEMENT-GENERAL CONDITIONS DO NOT INCLUDE ANY PROVISIONS CHANGING ANY OF THE CONDITIONS OR OBLIGATIONS SET FORTH HEREIN, THEN SUCH PROVISIONS WILL BE DEEMED TO BE A PART OF THE AGREEMENT-GENERAL CONDITIONS. IF THE ATTACHED AGREEMENT-GENERAL CONDITIONS DO INCLUDE ANY PROVISIONS CHANGING ANY OF THE CONDITIONS OR OBLIGATIONS SET FORTH HEREIN, THEN SUCH PROVISIONS WILL BE DEEMED TO BE A PART OF THE AGREEMENT-GENERAL CONDITIONS. IF THE ATTACHED AGREEMENT-GENERAL CONDITIONS DO NOT INCLUDE ANY PROVISIONS CHANGING ANY OF THE CONDITIONS OR OBLIGATIONS SET FORTH HEREIN, THEN SUCH PROVISIONS WILL BE DEEMED TO BE A PART OF THE AGREEMENT-GENERAL CONDITIONS. IF THE ATTACHED AGREEMENT-GENERAL CONDITIONS DO INCLUDE ANY PROVISIONS CHANGING ANY OF THE CONDITIONS OR OBLIGATIONS SET FORTH HEREIN, THEN SUCH PROVISIONS WILL BE DEEMED TO BE A PART OF THE AGREEMENT-GENERAL CONDITIONS.

3. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or need of professional replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedy for any nonperformance, damages, failures to deliver or delays in delivery are contained in the service levels available in the applicable service.

4. All taxpayers (individuals, estates, trusts, etc.) will be treated as debtors for regulatory purposes. Consumers may certify to amount service on taxing authorities for regulatory purposes only in a format as required by law, but only where that amount remains as a result of a discharge or release, otherwise amounts for the taxpayer and their estate must pay a tax on provided by and ("the tax on services"). Where Consumers' amounts that are discharged as individual income, Consumers will be treated as the owner of the tax on services, and the tax on services will be treated as the owner of the tax on services. All amounts that are discharged as individual income, Consumers will be treated as the owner of the tax on services, and the tax on services will be treated as the owner of the tax on services. All amounts that are discharged as individual income, Consumers will be treated as the owner of the tax on services, and the tax on services will be treated as the owner of the tax on services.

5. *Changes to the Law:* The various subjects listed in a country's property law catalogue and in a country's civil remedies law provide the minimum framework for various generalised torts and changes. Such changes are subject to changes in law and will be applied in accordance with the law of the country of the tortfeasor. For additional details on law and remedies that are examined, will be made in the course.

[illegible]

1. The grantee does not own or claim in the Library Records and Unpublished Manuscript collections all or part of the known Services created and identified above the table (except anything to be contrary, while an NLT earned within the Office of an Odeh Academician was made within NLTs are owned or the NLTs appear in the printed volumes in the above table); if a Confidential Charge appears (and/or to pay the amount of any matter in document 102, the NLT, and for the amount listed in this table in Order Addressed on items in the "Related NLT" column) is the above table(s) being anything by the authors of it. In this table the following, missing documents in reference to the above table, are not to be included in the document.

[illegible]

PURCHASE REQUISITION FORM CITY OF LEWISTOWN

305 W. Watson St.
Lewistown, Mt 59457

Department WWT Requested by Mike/Ernie Date 12-18-24

Account # (s) _____ Financial Officer Review (int) _____

Description of the goods and/or services:		
<u>New Motor</u>		
<u>Laugher Pump</u>		
<u>Digester Mixer</u>		

Vendor #1:	Quoted Price
<u>Pack water Services</u>	
Address:	
Phone: <u>81 Gold Miner Lane unit 1</u>	<u>23,074.41</u>
Notes: <u>Belgrade, MT 59457</u>	
<u>FRIGHT</u>	<u>1100.00</u>
	<u>24,174.71</u>

Vendor #2:		
Address:		
Phone:		
Notes:		

Vendor #3:		
Address:		
Phone:		
Notes:		

Approved Vendor _____

Authorization to purchase through vendor noted above _____

City Manager

*Note- "per attached" is not an acceptable description.



Peak Water Services, LLC
81 Gold Miner Lane Unit A
Belgrade MT 59714
United States

Quote
#ESTPWS1179
12/18/2024

Subtotal \$23,074.71

GENERAL NOTES

- Sales Tax is NOT Included in Quote
- Freight is NOT Included in Quote (*Unless Otherwise Indicated*)
 - * Will be Pre-Pay and Add to the Invoice *
- Labor IS Included in Quote
- Quote is Only for Items Listed
 - * Any Additional Materials are NOT Included *
- Final Acceptance of Quote is Contingent upon Signed Quote or PO

Tax Total (0%) \$0.00

Total \$23,074.71

To accept this quotation, sign and return: _____

PAYMENT TERMS

The price is firm if order is placed within the date of expiration of proposal and providing release to order and ship "when ready" is given within 90 days. Changes in net cost will be included in the remaining payments on a prorated basis. Applicable taxes will be added in each payment. A 1.5% per month late charge will be applied to past due accounts. Any alternate terms or requests for such should be addressed prior to the bid.

Payment Terms for Secured Orders:

For purchasers with evidence of an acceptable payment bond indemnifying APE that is presented within 15 days of the order: APE will invoice 100% upon completion of manufacturing to be paid according to schedule below:
90% - due 30 days after equipment manufacture is complete, ready for shipment AND prior to Start-up Services;
5% - Upon successful Start-up Services, not to exceed 60 days after invoice/equipment manufacture;
5% - Upon delivery of O&M manuals.

Monthly Progress Billing to be included with Monthly Pay Request (if acceptable):

Terms of payment will be Net 30 days subject to 1.5% per month late charge for past due accounts. Invoicing will be monthly, based upon the percentage of work completed during the billing period, and will be submitted to the Purchaser each month by an agreed upon date. The invoiced amount will reflect the value of the percentage of completion accomplished during the billing period for each of three (3) categories: Engineering/Submittals, Materials Stored at APE/Delivery, and Start-up. APE will determine the percentage of completion accomplished for each month. The Purchaser may require substantiation, which will be limited to photocopies of material packing slips and photographs of Equipment, unless additional charges are accepted. The Purchaser or their agent may visit the APE facilities at their expense for substantiation. Shipment will not be made unless account is current.

Milestone Progress Payments for Unsecured Orders:

The Billing Schedule for projects without protection indemnifying APE against loss are as follows:

- 20% - due 10 days after receipt of order;
- 40% - due 10 days after approval of submittals;
- 35% - due at time of shipment AND prior to Start-up Services;
- 5% - Upon acceptance of APE supplied equipment, not to exceed 45 days after delivery. O&M manuals will not be supplied until account is paid in full

Public Works or Prevailing Wage Certified Payroll:

If this is a public works, prevailing wage, or PLA agreement project requiring certified payroll please contact our office for a revised quote. The revised quote will include the additional labor costs not quoted on the original quote.



ESTPWS1179

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